

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

Regular Meeting--Wednesday, October 31, 1990

at 10:00 A. M.

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

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

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

Absent -- Alderman Figueroa.

Call To Order.

On Wednesday, October 31, 1990 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. Mr. 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, Bloom, Steele, Beavers, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Langford, Streeter, Sheahan, J. Evans, Garcia, Krystyniak, E. Smith, Bialczak, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, M. Smith, Orr, Stone -- 36.

Quorum present.

Invocation.

Reverend E. R. Williams, Pastor of South Park Baptist Church, opened the meeting with prayer.

At this point in the proceedings, Alderman Rush noted that the Reverend Williams was celebrating fifty-two years in the ministry. Thereupon, Reverend Williams was warmly applauded by the Council and its assembled guests.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- APPOINTMENT OF MR. ROBERT SHERIDAN AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Robert Sheridan as a member of the Commercial District Development Commission for a term ending May 15, 1995 to succeed John Kennedy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. BETTE CERF HILL AS MEMBER OF BOARD OF DEPARTMENT OF URBAN RENEWAL.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Bette Cerf Hill as a member of the Board of the Department of Urban Renewal for a term ending January 1, 1994 to succeed Harry Gottlieb.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENTS OF VARIOUS INDIVIDUALS AS MEMBERS OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint the following persons as members of the Affirmative Action Advisory Board for terms ending October 31, 1992:

Glenn M. Harston	Phyllis Apelbaum
Ralph G. Moore	Julia Stasch
Peter Martinez	Jack Dwortz
Linval J. Chung	Daniel Maguire

Your favorable consideration of these appointments will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPOINTMENT OF MS. SONDRA BERMAN EPSTEIN AS MEMBER OF ADVISORY BOARD ON CULTURAL AFFAIRS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Sondra Berman Epstein as a member of the Advisory Board on Cultural Affairs for a term ending March 20, 1992 to succeed Ernest Perry.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- APPOINTMENTS OF VARIOUS CITY REPRESENTATIVES AS MEMBERS OF AFFIRMATIVE ACTION ADVISORY BOARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I have appointed the following city representatives as members of the Affirmative Action Advisory Board for terms ending October 31, 1992:

David S. Williams

Alexander Grzyb

Patricia J. Martin

I submit this communication for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Placed On File -- APPOINTMENT OF DR. DORVAL R. CARTER AS MEMBER OF MEDICAL CENTER COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I hereby appoint Dr. Dorval R. Carter as a member of the Medical Center Commission for a term ending March 8, 1995 to succeed Christopher Cohen.

I submit this communication for your information.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE SECTION 9-72-020 PERTAINING TO OPERATION OF VEHICLES ON BOULEVARDS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending Section 9-72-020 of the Municipal Code of Chicago pertaining to the operation of vehicles on boulevards.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF GRANT APPLICATION TO CHICAGO COMMUNITY TRUST FOR STUDY OF SCHOOL-AGE CHILD CARE PROGRAMS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Human Services, I transmit herewith an ordinance authorizing the Mayor or the Commissioner of Human Services to apply to the Chicago Community Trust for a grant not to exceed $80,000 to be expended for a study of school-age child care programs in the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF APPLICATION FOR STATE FUNDS FOR ROADSIDE SOBRIETY/SAFETY CHECKPOINTS PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the execution of an application for state funds for the Roadside Sobriety/Safety Checkpoints Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF GRANT APPLICATION WITH ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS TOURISM OFFICE FOR PRODUCTION OF CHICAGO FILM OFFICE PROMOTIONAL KIT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Mayor's Office of Special Events, I transmit herewith an ordinance authorizing the execution of a grant application with the Illinois Department of Commerce and Community Affairs Tourism Office for a tourism matching grant for the production of the Chicago Film Office Promotional Kit.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR ACQUISITION OF RIGHT-OF-WAY NEEDED FOR IMPROVEMENT OF MADISON STREET BETWEEN WESTERN AVENUE AND HALSTED STREET.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of a City/State Project Agreement for the expenditure of $30,000 in federal and state funds for the acquisition of a right-of-way in connection with the improvement of Madison Street between Western Avenue and Halsted Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT TO CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF INTERSECTION OF RIDGE BOULEVARD WITH PRATT BOULEVARD AND DAMEN AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance authorizing the execution of an amendment to the City/State Project Agreement for the expenditure of $1,100,000 for the improvement of the intersection of Ridge Boulevard with Pratt Boulevard and Damen Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT TO CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF TORRENCE AVENUE DRAWBRIDGE OVER CALUMET RIVER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending a City/State Project Agreement for the improvement of the Torrence Avenue drawbridge over the Calumet River.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- EXECUTION OF CERTIFICATE OF PARTICIPATION CONCERNING LOAN FROM LA SALLE NATIONAL BANK TO UPPER CRUST INTERNATIONAL, INCORPORATED FOR PURCHASE OF EQUIPMENT AND IMPROVEMENT OF REAL ESTATE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance authorizing the execution of a Certificate of Participation, pursuant to which the City will purchase a participation in the amount of $467,500 of a $967,500 loan from LaSalle National Bank to Upper Crust International, Inc. The loan will be used to purchase and improve real estate, erect an additional building and purchase machinery and equipment as part of an expansion of the business.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CORRECTION IN LEGAL DESCRIPTION OF SPECIAL SERVICE AREA NUMBER NINE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance correcting a technical error in the legal description of Special Service Area Number 9.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER TWELVE FOR CENTRAL AREA CIRCULATOR PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I transmit herewith an ordinance establishing Special Service Area Number 12 for the Central Area Circulator Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CREATION OF GOVERNANCE BOARD TO OVERSEE CENTRAL AREA CIRCULATOR.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning, I transmit herewith an ordinance creating a Governance Board to oversee the design, construction, operation and maintenance of the Central Area Circulator.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- SUBMISSION OF GENERAL MOTOR FUEL TAX SUPPORTED BOND ORDINANCE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith a General Motor Fuel Tax Supported Bond Ordinance.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CITY OF CHICAGO MOTOR FUEL TAX SUPPORTED BONDS, SERIES 1990.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the issuance of City of Chicago Motor Fuel Tax Supported Bonds, Series 1990.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION TENDER NOTES, SERIES 1991A AND 1991B.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the issuance of City of Chicago General Obligation Tender Notes, Series 1991A and 1991B, in an aggregate principal amount not to exceed $364,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION EQUIPMENT TENDER NOTES, SERIES 1991C.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the issuance of City of Chicago General Obligation Tender Notes, Series 1991C, in a principal amount not to exceed $35,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ISSUANCE OF CITY OF CHICAGO WASTEWATER TRANSMISSION REVENUE BONDS, SERIES 1991.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the issuance of City of Chicago Wastewater Transmission Revenue Bonds, Series 1991, in a principal amount not to exceed $55,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN OF COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XVI FUNDS TO CITY'S MULTI-UNIT REHABILITATION ASSISTANCE PROGRAM TO REHABILITATE DWELLING UNITS LOCATED AT 7200 SOUTH LOWE AVENUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the Commissioner, subject to review by the Corporation Counsel, to implement a loan of Community Redevelopment Block Grant Year XVI funds in an amount not to exceed $691,191. The loan will be made pursuant to the City's Multi-Unit Rehabilitation Assistance Program for the rehabilitation of 26 dwelling units in a building located at 7200 South Lowe Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- DESIGNATION OF CHICAGO READ-DUNNING REDEVELOPMENT PROJECT AREA PURSUANT TO TAX INCREMENT ALLOCATION REDEVELOPMENT PROJECT ACT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance designating the Chicago Read-Dunning Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Project Act.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF TAX INCREMENT REDEVELOPMENT PLAN AND PROJECT FOR CHICAGO READ-DUNNING REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance approving a tax increment redevelopment plan and redevelopment project for the Chicago Read-Dunning Redevelopment Project Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ADOPTION OF TAX INCREMENT ALLOCATION FINANCING FOR CHICAGO READ-DUNNING REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Economic Development, I transmit herewith an ordinance adopting tax

increment allocation financing for the Chicago Read-Dunning Redevelopment Project Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- IMPOSITION OF RESTRICTIONS ON TOBACCO PRODUCTS AND ALCOHOLIC LIQUOR ADVERTISEMENTS WITHIN CITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance placing certain restrictions on the advertisement of tobacco products and alcoholic liquor within the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith an ordinance accepting bids for the purchase of certain city-owned vacant properties pursuant to the Adjacent Neighbors Land Acquisition Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ACCEPTANCES AND/OR REJECTIONS OF BIDS FOR PURCHASE OF CITY-OWNED PROPERTIES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 31, 1990.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of General Services, I transmit herewith several ordinances and bid proposals for various city-owned properties. The attached bid proposals were opened by the Department of General Services at a public meeting held on October 10, 1990.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

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

Placed On File -- EXECUTIVE BUDGET FOR YEAR 1991 AND COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FOR YEAR XVII.

The City Clerk received in his office on October 10, 1990 the following documents from The Honorable Richard M. Daley, Mayor, which were *Placed on File:*

1991 Mayoral Budget Recommendations;

1991 Revenue Estimates;

1991 Program and Budget Summary; and

Budget Recommendations and Proposed Statement of Objectives and Projected Use of Funds for Year XVII Community Development Block Grant.

Placed On File -- EXECUTIVE ORDER 90-2 MANDATING DEVELOPMENT OF ANNUAL CAPITAL IMPROVEMENT PROGRAM AND CREATING CAPITAL IMPROVEMENT ADVISORY COMMITTEE.

Also, a communication from The Honorable Richard M. Daley, Mayor, transmitting Executive Order 90-2 which mandates development of an annual Capital Improvement Program and the creation of a Capital Improvement Advisory Committee, which was *Placed on File:*

Placed On File -- CITY COMPTROLLER'S QUARTERLY REPORT FOR PERIOD ENDED SEPTEMBER 30, 1990.

Also, the following documents received in the City Clerk's Office, from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File:*

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended September 30, 1990;

Statement of Funded Debt as of September 30, 1990; and

City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 1990.

Placed On File--NOTIFICATION OF SALE OF CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT REVENUE BONDS, SERIES 1990A AND SERIES 1990B.

Also, a communication from Mr. Walter K. Knorr, City Comptroller, concerning the notification of sale of $244,035,000 of Chicago O'Hare International Airport General Airport Revenue Bonds, Series 1990A and Series 1990B, which was *Placed on File.*

Placed On File--INSPECTOR GENERAL'S QUARTERLY REPORT FOR PERIOD ENDED OCTOBER 15, 1990.

Also, a communication from Mr. Alexander Vroustouris, Inspector General, filed in the Office of the City Clerk pursuant to Title 2, Chapter 56, Section 120 of the Municipal Code of Chicago, transmitting a quarterly report on the following investigations for the period ended October 15, 1990, which was *Placed on File:*

Investigations Initiated:	223
Investigations Concluded:	131
Investigations Pending:	572
Investigations of Employees:	205
Investigations of Appointed Officials:	6
Investigations of Elected Officials:	3
Investigations of Contractors, Subcontractors and Persons Seeking City Contracts:	7
Investigations of Persons Seeking Certification of Eligibility:	2
Investigations Involving Alleged Misconduct:	219
Investigations Involving Waste or Inefficiency:	4

Placed On File -- REGULATIONS FOR ADMINISTRATION OF CHICAGO ANTI-APARTHEID ORDINANCE.

Also, a communication from Mr. Alexander Grzyb, Acting Purchasing Agent, filed in the Office of the City Clerk pursuant to Title 3, Chapter 68, Section 120 of the Municipal Code of Chicago, transmitting the regulations for administration of the Chicago Anti-Apartheid Ordinance, which was *Placed on File.*

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

Also, the City Clerk transmitted the listing of personal services paid by voucher, received from Mr. Walter K. Knorr, City Comptroller, which was *Placed on File* and ordered published:

[Voucher payments printed on page 22014 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

October 3, 1990.

The City Clerk informed the City Council that all those ordinances, et cetera which were passed by the City Council on October 3, 1990, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 25, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on October 3, 1990, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

(Continued on page 22015)

PERSONAL SERVICES PAID BY VOUCHER SEPT. 1990

NAME	ADDRESS	DEPT	TITLE	ACCT	RATE		SEPT. 1990
VILLANOVA, MARSHALL	7036 S. FAIRFIELD	AVIATION	ADM ASST 11	740	$2,025.00	P/M	$2,025.00
DESMIDT, THOMAS J.	4716 N. MELVINA	FIRE	FIREMAN	100	$1,550.40	B/P	$1,550.40
MENKE, JAMES R.	5521 W. HIGGINS	"	"	"	$9,361.80	"	$9,361.80
HERMAN JOHN L.	6847 W. 63 PL.	"	"	"	$11,537.10	"	$11,537.10
KRIZKA, RICHARD	13240 S. AVE F	"	"	"	$1,555.04	"	$1,555.04
STERLING, RICHARD	6628 S. KENNETH	"	"	"	$11,884.50	"	$11,884.50
MEISTER, CHRISTOPHER	1444 BERWYN	MAYOR'S OFC	ASST. TO MAYOR	100	$4,000.00	P/M	$4,000.00
PLANTZ, PAUL	4711 N AVERS	" "	ADMIN ASST	"	$1,408.33	B/M	$1,408.33
BARNES, LIONEL JR.	6442 SO. SHORE	POLICE	POLICEMAN	"	$12,049.46	B/P	$12,049.46
BLOMSTRAND, HARRY	6142 N KILDARE	"	"	"	$10,113.37	"	$10,113.37
ELENZ, DANIEL	4757 N. LINDER	"	"	"	$8,499.62	"	$8,499.62
JOHNSON, CORNEALIOUS	1544 W. WASHBURNE	"	"	"	$19,702.02	"	$19,702.02
O'BRIEN, MARC W.	4104 N. PONTIAC	"	"	"	$9,261.00	"	$9,261.00
MATTHEWS, ELLIOTT	2329 W. 107 PL.	"	"	"	$13,780.61	"	$13,780.61
McCANN, EDDIE	8041 S. PEORIA	"	"	"	$7,788.36	"	$7,788.36
SZELAG, JOSEPH	5725 W. GIDDINGS	"	"	"	$9,773.81	"	$9,773.81
STRICKLAND, ENOLA	2901 S. MICHIGAN	STs & SAN	SECRETARY	300	$2,026.00	P/M	$2,026.00
RESPINO, CARMEN	6512 W. 63 PL.	"	ENGR TECH II	100	$1,006.89	B/P	$1,006.89

RPS;jlp

(Continued from page 22013)

October 10, 1990.

(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on October 10, 1990, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on October 25, 1990, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on October 10, 1990, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PUBLICATION OF SPECIAL PAMPHLET.

The City Clerk informed the City Council that the Budget Address of The Honorable Richard M. Daley, Mayor, which was considered by the City Council on October 10, 1990 and which was requested to be published in pamphlet form, was published in pamphlet form on October 25, 1990, by being printed in full text in a special pamphlet, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

American National Bank, under Trust Number 106610-07 -- to classify as an M1-2 Restricted Manufacturing District instead of Residential-Business Planned Development No. 420 the area shown on Map No. 5-G bounded by:

West Armitage Avenue; a line 463.40 feet east of and parallel with North Racine Avnue; the alley next northeast of and parallel with North Maud Avenue; and a line 413 feet west of and parallel with North Racine Avenue.

then to further classify as Residential-Business Planned Development No. 420, as amended, the area shown on Map No. 5-G bounded by:

West Armitage Avenue; a line 230.40 feet east of and parallel with North Racine Avenue; North Maud Avenue; a line 65.42 feet southeast of the alley next south of and parallel with West Armitage Avenue (as measured along the east line of North Maud Avenue); the alley next south of and parallel with West Armitage Avenue; the alley next northeast of and parallel with North Maud Avenue; a line 205.51 feet northwest of the intersection of North Seminary Avenue and North Maud Avenue (as measured along the northeast line of North Maud Avenue); North Maud Avenue; a line 95.70 feet northwest of and parallel with North Kenmore Avenue; the alley next northeast of and parallel with North Clybourn Avenue; a line 338.70 feet northwest of and parallel with North Kenmore Avenue; North Clybourn Avenue; North Racine Avenue; North Maud Avenue; and a line 188.40 feet east of and parallel with North Racine Avenue.

Pontarelli Builders, Incorporated -- to classify as an R3 General Residence District instead of an R2 Single-Family Residence District the area shown on Map No. 11-M bounded by:

West Lawrence Avenue; North Melvina Avenue; a line 84.08 feet south of and parallel to West Lawrence Avenue; a line 141.75 feet west of and parallel to North Melvina Avenue; a line 121.08 feet south of and parallel to West Lawrence Avenue; a line 183.50 feet west of and parallel to North Melvina Avenue; a line 178.99 feet south of and parallel to West Lawrence Avenue; and a line 283.47 feet west of and parallel to North Melvina Avenue.

Racine Partnership, Elizabeth Street Partnership -- to classify as a B5-5 General Service District instead of a C3-5 Commercial-Manufacturing District the area shown on Map No. 1-G bounded by:

the Chicago and Northwestern Railroad right-of-way; North Racine Avenue; West Kinzie Street; and North Elizabeth Street.

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

a line 48.7 feet north of West 74th Street; South Morgan Street; West 74th Street; and the alley next west of and parallel to South Morgan Street.

Thomas W. Trinen and William J. Trinen -- to classify as a C1-1 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 1-I bounded by:

the alley next north of and parallel to West Fulton Street; a line 98.60 feet east of North Francisco Avenue; West Fulton Street; and North Francisco 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:

Vehicle Or Property Damage.

Acevedo Getulio, Allen Warren R., Allstate Insurance Company (15) Rick Brogan, Maura A. Borelli, Salvatore Cinquegrani, Herbert Cushman, Carol Davis, Demma Kelly, Alfred Garner, Ruth Green, Bernadine Horton, Samih T. Jafar, Mary Montgomery, Jose Mora, John Ortega, Bonnie M. Perman and Javier and Herlinda Rocha, American Ambassador Casualty Company (3) Janie Hughey, Latayna McCracken and Willie Tate, American Country Insurance Company and Francis O. Nyarko, American Service Insurance Company and Preston Ragland, Anderson Jeanne, Anson John A., Artell Sandra G.;

Baedorf Caroline, Baltzer James D., Balou Isho R., Bansley John R., Beard Gladys, Birkhead Scott H., Bolton Peggy A., Brown Irving Sr., Broznowski Linda M.;

Campos Marcelino, Cannon Walter and Shushawna, Carlson Lennard I., Cegielski Patricia A., Cho Seunghee, Churilla James A., Clark Joseph I., Clemmons Gussie, Colonial Penn Insurance Company and Charles and Arlene Ventura, Columbia Hall, Conner Samuel B., Conwell Kelly D., Criddell William, Crombie John, Crudo Jeffrey J., Czaplewski Elise A.;

Degrace Carol, DeMay Rita M., Devine James M., Doran Cynthia, Dorsey Juan T., Douglass Helen J.;

Edmonds Chuck;

Farmers Insurance Group and Mary P. Bablitz, Fellinger Albert C., Fitzpatrick Harvey and Donna M., Flanagan Danielle R., Foucher Michael M.;

Gaines-Davis Undlia D., Galvin John M., Gardner Robert, Gill Patricia, Ginsburg Marc E., Globe America Casualty Company and Scott Mucha;

Hannon Mildred J., Hansburgh Annie, Harding Rebecca, Hashish D., Hayes Byron L., Heffernan Daniel I., Hemmati Shohreh, Henry Darryl, Holappa Richard M., Horton Nadean, Hudson Ava;

Jacala Sergio and Angelita, Jachimiec A., Jackson Glennie J., Janiczak Susan M., Johnson Esther M., Johnson Freddie L., Johnson Ronnie, Jones Eddie, Jones Howard W., Joy Of Fellowship M.B. Church, Juergens Diane L., Jurek Richard R.;

Kang Eul Sun S., Karlinsky Nathan, Kazier Harold P., Kavalauskas Peter M., Kellum Sophia J., Kenig Edmund, Khalily Behrouz, Khalsa Gurucharn S., Kim Se Kwon, Knight Pamela Sue, Kopps Kathleen S.;

Landers Gale T., Larsen Michael P., Leaks Timothy, Lee Won Kee, Lewandowski Stefan, Lin Chien, Lucas Michelle E., Luckey Robert M.;

Malgorzata Nachman, Maldonado Lucille M., Martin Frances M., McGee John, McNichols William J., Miller Michael P., Milwaukee Insurance and Sheffield Systems, Incorporated/Joseph J. Amendala, Mitchell Alice Y., Mumford Bessie, Munoz Raul;

Nelson-Long Brenda, New Prime Incorporated, Nilsen Audrey L., Nitz Marty W., Novick William Z.;

Pabarcius Brone, Papier Wolfgang, Payne Mark S., Payne Ron, Pedraza Esther, Perez Maria, Petersen Nels M., Peterson William P., Pindel Joseph J., Preissler Beatrice, Prudential Property and Casualty Insurance Company and Thomas M. Burchart;

Ramirez Al. C., Reid Joyce P., Reliance Pattern Works, Reynolds James, Rivera Jose V., Roadway Signal and Lighting Maintenance, Incorporated, Robadi Mariem, Ronchetti Mario, Ruffolo Eugene;

Safeco Insurance Company and Peter R. Stampas, Santos Albert, Scott Sonja D., Sevilla William A., Shuford Eugene and Dorothy, Simpson Shirley, Slipitz Hazel, Smith Carolyn, Smith Ulysses, State Farm Insurance (5) Donald Berglind, Ralph Fiore, James Grisz, Shirley Jackson and Brenda Johnson, State Farm Mutual Automobile and Lugo Antonio L. and Josephine O'Connor, Stevens Helen C.;

Tagge Sandra M., Towner Sherman A. Jr., Tzoumis Spiro P.;

Valentin Eva, Visus Bernice;

Weathers James, Weaver Jim L., Weidinger Michael A., West Jesse L., Westside Recycling, Wexler Ivan Bruce, Williams Roger Jr., Worldwide Insurance Group and Herman O. Atkins;

Yaeger Gregg, Yung Amy Tsun Man;

Zhou Chi, Ziko Dorothy.

Flood Damage.

Adams Vallerie J., Jean Alexis T., Anderson Jacqueline, Anderson Maxine, Atkins James and Alnora, Avery Edna P.;

Bailey Reid L., Barnes Mary, Barnes Vee, Barneth Linda F., Bates Beatrice C., Beatty Jimmie L. and Margie L., Beckom Beatrice, Bell Lionel, Bell Mabel, Belle William J. and Hazel, Bizzell Jethro, Bolton Patricia, Brewer Walter Mr. and Mrs., Bridges Dorothy, Broy Annie B., Brumfield Ondrenette;

Cain Melba R., Cannon Lovia M., Cantave Marie J., Chears Elizabeth, Collier Lia S., Cornelius Leon L., Craft John and Mary, Crawford Sharon A.;

Davis Archie B., Davis Howard and Annie Mae, Davis Julius and Mary L., Davis Lois M., Dawson Emma, Diamond Angela, Dixon William N. and Mary B., Driskell Charles W.;

Echols Lonia and Lenwood Sr., Edwards Fannie, Edwards Jennifer J., Edwards Theodore J., Erwin Yvonne M.;

Farmer Winnie, Fears Otis and Louvella, Fisher Virginia W., Ford Dorothy L., Forte Bobbie R., Foulks Rufas, Fredericks Mary;

Gardner Terrill Y., Gillard Jessie, Gordon Theophilus, Goss Willie, Green Richard, Griffith Lonie C., Grimes Margaret and Larry;

Harper Eunice, Hayden Joyce S., Henry Dillye, Hill Odessa, Hill Henry and Bessie R., Hoover Beverly J., Howard Benita J., Howard Laura D.;

Jackson Brenda A., Fackson Buffus, Jackson Lizzie M., James George F., James Gwendolyn, Jones Audie M., Jones Lillian, Jones Willie A., Juarez Maria, Junior Semarian;

Kyles Rosetta;

Lasserre Edward, Lee Pauline, Lewis Bettye Jean, Lewis Roosevelt;

Magee Delass, Marshall Junius and La Frances, Matthews John C., Maxwell Junous, McAfee Beatrice, McDonald Giner Dorothy Lee, McDonald Richard and Marilyn, McFerren Vera, McKinney Paul L., McMiller John, Miller Beatrice, Miller Cleo D. and Willie, Miller Orville, Moore Gordon S., Moore Lonnie R.;

Nevilles Donnie P., Nugent Dorothy L.;

Patterson Kristina, Patton Antoinette, Powell James J.;

Ray Earnest and Lee D., Reed Alma M., Reed Annie F., Reese Vernal U., Richmond Henry and Colittie L., Robey Patricia D., Rollins Norma J., Ross Irene, Ross Valoris, Rowls Alfred;

Saint Mark Church of God in Christ, Sanders Sidney, Shegog Barbara F., Shenault Ethel, Sims William C., Simon Gus, Smith Isabella L., Smith William R., Squalls Daniel Sr., Summage-Roberts Kay F.;

Thomas Delois Jean, Thomas Dorothy R., Thomas Erma L.;

Walker Lorraine, Walters Clarence and Arlene, Washington Phyllis, Watts Wynnifred L., Webb John and Sandra, White Jannice D., Whiters Alfred, Whittaker Gwendolyn, Wickliffe Azalie, Williams Carolyn Y., Williams Clarence S., Williams Dwayne E., Williams Edna L., Williams Ethel, Williams Ethel C., Williams Odell and Eva, Willis Lila L., Winston Samuel and Mattie;

Young Donald.

Referred -- RECOMMENDATIONS BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF CERTAIN STRUCTURE AND DISTRICTS AS CHICAGO LANDMARKS.

Also, three communications from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under date of October 10, 1990 transmitting the recommendations that a certain structure and districts be designated as Chicago landmarks, which were *Referred to the Committee on Historical Landmark Preservation,* as follows:

Dwight Building;

Printing House Row District; and

Washington Park Court District.

Referred -- PROPOSED AMENDMENTS OF MUNICIPAL CODE CHAPTER 4-172, SECTION 4-172-130 CONCERNING BEER GARDEN OPERATING HOURS.

Also, a communication from Mr. Glen Brooks, Jr., The Bridge Night Club, transmitting two proposed amendments to Title 4, Chapter 172, Section 130 of the Municipal Code of Chicago regarding operating hours of beer gardens, which were *Referred to the Committee on License.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. RANDY J. BARNETTE AS MEMBER OF CHICAGO CABLE COMMISSION.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Randy J. Barnette as a member of the Chicago Cable Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Randy J. Barnette as a member of the Chicago Cable Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 42.

Nays -- Aldermen Carter, Langford -- 2.

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

PROPERTY AT 1770 SOUTH CANALPORT AVENUE APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 1770 South Canalport Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Estate Classification Ordinance to provide certain real estate tax incentives to property owners who rehabilitate and re-occupy property which has been abandoned and is located in an enterprise zone; and

WHEREAS, The City of Chicago consistent with the intent of the Cook County Real Estate Classification Ordinance, wishes to induce industry to locate, expand and re-occupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, The Observers Investment Company, an Illinois corporation, acquired the industrial property having the common street address of 1770 South Canalport Avenue, 1625 -- 1711 South Clinton Street and 530 West 18th Street, in the City of Chicago; and

WHEREAS, The property has been vacant and abandoned for at least a two-year period and The Observers Investment Company, an Illinois corporation, intends to cause reoccupancy of the property and construct improvements to rehabilitate the property; and

WHEREAS, The acquisition of the property by The Observers Investment Company, an Illinois corporation, and the use of the property for manufacturing and industrial purposes is in the best interest of the health, safety and welfare of the people of the City of Chicago; and

WHEREAS, The City of Chicago hereby finds that the property qualifies for the property tax incentives of Class 6(b) of the Cook County Real Estate Classification Ordinance; now, therefore,

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

SECTION 1. Support and Consent. The City of Chicago supports and consents to the filing of a Class 6(b) application for the subject property and finds the Class 6(b) classification appropriate and necessary for development to occur on the subject property. It is projected that the proposed development by The Observers Investment Company will create approximately 100 jobs.

SECTION 2. Real Estate Tax Incentive. Pursuant to the Cook County Real Estate Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the property as Class 6(b) property under the Cook County Real Estate Classification Ordinance.

SECTION 3. Subject Property. The incentive shall apply to the property identified in the Cook County Collections warrant book as Volume 600, Permanent Real Estate Index Numbers 17-21-307-008, 009, 010, 011, 012, 013, 017, 018, 019, 020, 045, 046, 047, 048, 049, 050, 054, 055, 057, 072 and 074.

SECTION 4. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602, Attention: Laurie Gray; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

PROPERTY LOCATED AT 1100 WEST CERMAK ROAD APPROVED FOR CLASS 6(b) TAX INCENTIVE BENEFITS PURSUANT TO COOK COUNTY REAL PROPERTY CLASSIFICATION ORDINANCE.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the approval of a Class 6(b) Tax Incentive Classification pursuant to the Cook County Real Property Classification Ordinance for the property located at 1100 West Cermak Road, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Respectfully submitted,

(Signed)) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 44.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Estate Classification Ordinance to provide certain real estate tax incentives to property owners who rehabilitate and re-occupy property which has been abandoned and is located in an enterprise zone; and

WHEREAS, The City of Chicago consistent with the intent of the Cook County Real Estate Classification Ordinance, wishes to induce the industry to locate, expand and re-occupy existing facilities in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Drumlin Management Company, Incorporated, an Illinois corporation, as agents for the property owners of Boulevard Bank, Trust Number 8996, having the common street address of 1100 West Cermak Road, located in Enterprise Zone Number 1, in the City of Chicago; and

WHEREAS, The acquisition of the property by Drumlin Management Company, Incorporated, planning an industrial multiple-tenant renovation is in the best interests of the health, safety and welfare of the people of this City; and

WHEREAS, The City of Chicago hereby finds that the owners of the property have submitted a Class 6(b) application to the county and qualifies for the property tax incentives of Class 6(b) of the Cook County Real Estate Classification Ordinance; now, therefore,

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

SECTION 1. Support and Consent. The City of Chicago supports and consents to the filing of a Class 6(b) application for the subject property and finds the Class 6(b) classification appropriate and necessary for development

to occur on the subject property. It is projected that the proposed development by Drumlin Management Company, Incorporated, will create approximately 300 jobs.

SECTION 2. Real Estate Tax Incentive. Pursuant to the Cook County Real Estate Classification Ordinance, the City of Chicago, Illinois, hereby approves of the classification of the property as Class 6(b) property under the Cook County Real Estate Classification Ordinance.

SECTION 3. Subject Property. The incentive shall apply to the property identified in the Cook County Collector's warrant book as Volume 600, Permanent Real Estate Index Number 17-20-439-002-0000.

SECTION 4. Further Action. The Clerk of the City of Chicago is authorized to and shall send a copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602, Attention: Laurie Gray; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

EVIDENCE OF INTENT FOR ISSUANCE OF GENERAL AIRPORT REVENUE BONDS TO FINANCE CAPITAL IMPROVEMENTS AT CHICAGO MIDWAY AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the intent of the City of Chicago to issue General Airport Revenue Bonds to finance certain capital improvements at Midway Airport, in an amount not to exceed $30,000,000.00, having had same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000, and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an airport known as Chicago Midway Airport (the "Airport"); and

WHEREAS, The City as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance developments at the Airport; and

WHEREAS, The City intends to issue its revenue bonds in an amount not to exceed $30,000,000.00 (the "Bonds") to finance the costs of certain capital projects at the Airport including an airport maintenance complex, security access system (including perimeter fencing), runway and necessary maintenance improvements, police office relocation, security office relocation and other necessary office relocations, acquisition of land parcels, parking lot improvements and construction of parking lot structure, replacement and relocation of roadways, replacement of roof, floors tiles and

improvements to the vestibule doors in the terminal complex, blast fencing, construction of bus shelter, removal and demolition of certain obstructions and truck docks, improvements to taxiways, apron replacements, and any other related or necessary costs (the "Project"); and

WHEREAS, The City has determined that it is appropriate to take, and by this resolution intends to take "official action" within the meaning of Treasury Regulation §1.103-8(a)(5) toward the issuance of the Bonds; now, therefore,

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

SECTION 1. The Mayor, the City Comptroller of the City of Chicago and the Commissioner of the Department of Aviation are authorized to take such actions as are necessary to cause the Project to be designed, constructed, installed and acquired.

SECTION 2. This ordinance constitutes "official action", as that term is defined in Treasury Regulation §1.103-8(a)(5), with respect to the issuance by the City of Bonds, in addition to all previous action taken by the City in this regard.

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

ISSUANCE OF SPECIAL FACILITY REVENUE BONDS SERIES 1990 TO FINANCE IMPROVEMENTS OF UNITED AIRLINES, INCORPORATED FACILITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue Special Facility Revenue Bonds Series 1990 to finance improvements of United Airlines facilities at Chicago O'Hare International Airport in an amount not to exceed $100,000,000.00,

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- Alderman Bloom -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of acquisition, construction, equipping and installation of certain terminal, hangar and maintenance facilities and related airport improvements (consisting of real and personal property) located at the Airport (the "Project") to be used by United Airlines, Incorporated ("United"), which Project is more particularly described in exhibits to the

hereinafter defined Agreement(s), as executed, and as amended from time to time in accordance with the procedures set forth therein; and

WHEREAS, To finance all or a portion of the cost of the Project, the City proposes to issue and sell its special facility revenue bonds (the "Bonds") in one or more series in an aggregate principal amount not to exceed $100,000,000; and

WHEREAS, The City and United desire to enter into a Special Facility Use Agreement in connection with each series of Bonds (the "Agreement(s)") in order to provide, among other things, for the acquisition, construction and installation of the Project and the payment by United at such times of such amounts as will be sufficient in the aggregate to enable the City to pay when due the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, The City desires to enter into an Indenture of Trust in connection with each series of Bonds with a corporate trustee (the "Trustee") to be approved as provided herein (the "Indenture(s)") pursuant to which the City will issue the Bonds and provide for the security thereof; and

WHEREAS, The Bonds will initially be issued in book entry form only and the City desires to enter into a letter of agreement (the "D.T.C. Agreement") with the Trustee and The Depository Trust Company for such purpose; and

WHEREAS, The City desires to sell the Bonds by negotiated sale to Morgan Stanley & Co., Incorporated and such other underwriters as shall be designated as provided herein (Morgan Stanley & Co., Incorporated and such other underwriters being collectively referred to herein as the "Underwriters") pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") between the City and the Underwriters; and

WHEREAS, A Preliminary Official Statement (the "Preliminary Official Statement") will be distributed to prospective purchasers of the Bonds and a final Official Statement (the "Official Statement") will be prepared in connection with the Bonds; and

WHEREAS, In connection with the issuance of the City's Chicago O'Hare International Airport Special Facility Revenue Bonds (United Airlines, Inc. Project) $90,000,000 Series 1984A (the "1984A Bonds") and $90,000,000 Series 1984B (the "1984B Bonds"), the City and United have entered into certain Amended and Restated Special Facility Use Agreements dated as of November 1, 1984 (respectively, the "1984A Special Facility Use Agreement" and the "1984B Special Facility Use Agreement") and, in connection with the issuance of the City's Chicago O'Hare International Airport Special Facility Revenue Bonds (United Airlines, Incorporated Project) $64,000,000 Series 1988B (the "1988B Bonds"), the City and United have entered into a Special Facility Use Agreement dated as of September 1, 1988 (the "1988B Special Facility Use Agreement"); and

WHEREAS, It is necessary and desirable that the City and United enter into certain amendments to the 1984A Special Facility Use Agreement, the 1984B Special Facility Use Agreement and the 1988B Special Facility Use Agreement pursuant to which United will make certain additional covenants for the benefit of the holders of the 1984A Bonds, the 1984B Bonds and the 1988B Bonds, respectively (such amendments being collectively referred to herein as the "Special Facility Amendments"); and

WHEREAS, There have been presented to and are now before this meeting forms of the following agreements and instruments:

(1) Indenture (including the form of Bonds);

(2) Agreement;

(3) Bond Purchase Agreement;

(4) D.T.C. Agreement;

(5) Preliminary Official Statement; and

(6) Special Facility Amendments

; now, therefore,

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

SECTION 1. Findings and Determinations. The City Council hereby finds and determines as follows:

(a) that the acquisition, construction, equipping and financing of the Project as provided in this Ordinance and the Agreement(s) constitutes a valid public purpose; and

(b) that the Project may be most economically and efficiently designed, acquired, constructed and equipped under the control of United on behalf of the City and, to that effect, the Project is authorized to be designed, acquired, constructed, installed and equipped according to the description and in the manner provided in the Agreement(s), including the exhibits thereto, as executed.

SECTION 2. Authorization of Use of Proceeds of Bonds. The Project is hereby authorized to be financed by the issuance of the Bonds as described herein. The estimated cost of (1) the design, acquisition, construction, installation and equipping of the Project; (2) the payment of interest and

credit enhancement fees, if any, on the Bonds during and for up to one year after the period of acquisition, construction and installation of the Project; (3) the costs and expenses of issuing the Bonds; and (4) such other costs and expenses relating to the Bonds or the Project as shall be set forth in the Agreement(s) as executed, may be financed by the issuance of the Bonds (whether through payment of such amounts or reimbursement to United for the payment of such amounts).

SECTION 3. Authorization and Payment of Bonds. There are hereby authorized to be issued by the City its City of Chicago Chicago-O'Hare International Airport Special Facility Revenue Bonds (United Airlines, Incorporated Project) Series 1990, in one or more series, in an aggregate principal amount not to exceed $100,000,000. The Bonds shall be issuable in fully registered form in the denominations of $5,000 or integral multiples thereof and shall be dated November 1, 1990 or such other date as is provided in the Indenture(s) (as executed). Each series of Bonds shall bear interest at a fixed rate or rates to maturity, which shall be approved as provided herein, payable on May 1 and November 1 of each year, commencing May 1, 1991, and calculated on the basis of a 360-day year comprised of twelve 30-day months. Each series of Bonds shall be subject to prior optional and mandatory redemptions as shall be set forth in the related Indenture(s) (as executed).

The interest rate for each series of Bonds, the dates and amounts of the serial and/or term maturities and any mandatory sinking fund redemption requirements for each series of Bonds, the principal amount of each series, the aggregate principal amount of the Bonds and the aggregate purchase price to be paid for each series of Bonds shall be determined as provided in Section 6(b) hereof.

SECTION 4. Bonds are Limited Obligations. Each series of Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of revenues derived by the City under the related Agreement, and by other specified sources pledged or otherwise provided under the Indenture related to such series. Each series of Bonds and the obligation to pay interest thereon are not general obligations of the City and do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City, the State of Illinois or any political subdivision thereof.

SECTION 5. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on each series of Bonds herein authorized, the City will, in the related Indenture, assign and pledge to the Trustee (i) certain revenues derived by the City under the related Agreement, (ii) all right, title and interest of the City in the related Agreement except as is provided in the related Indenture, as executed, and (iii) any other rights or revenues assigned or pledged under the Indenture, as executed. Such assignment and pledge is hereby found and determined to be necessary and proper to secure each series of Bonds. The Indenture(s) or the

Agreement(s) may provide for certain rights to be granted to the Trustee and/or the provider of any credit enhancement for the Bonds in the Project, or any portion thereof, including, without limitation, proceeds of reletting or rights with respect thereto.

SECTION 6. Execution and Delivery of the Bond Purchase Agreement and Official Statement; Delegation of Authority; Execution and Delivery of the Bonds. (a) The Mayor or the City Comptroller is hereby authorized and directed, with the concurrence of the Chairman of the Committee on Finance, to execute and deliver the Bond Purchase Agreement providing for the sale of the Bonds to the Underwriters, in substantially the form of the Bond Purchase Agreement submitted to this meeting, with such changes therein subject to the limitation contained in Paragraph (b) of this Section 6, as shall be approved by the officer of the City executing the Bond Purchase Agreement, the execution thereof by such officer to constitute conclusive evidence of the approval of such changes. Authority is hereby delegated to the officer of the City executing the Bond Purchase Agreement to select the Underwriters, in addition to Morgan Stanley & Co. Incorporated, to act as underwriters of the Bonds, such selection to be conclusively evidenced by such officer's execution of the Bond Purchase Agreement. The officer of the City executing the Bond Purchase Agreement is hereby authorized and directed to file an executed counterpart of the Bond Purchase Agreement with the City Clerk. The sale to the Underwriters of the Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved.

(b) Authority is hereby delegated to the Mayor or the City Comptroller to determine the aggregate principal amount of the Bonds and, if applicable, the principal amount of each series of Bonds, the interest rate or rates to be borne by each series of Bonds, the dates and amounts of the serial and/or term maturities and any mandatory sinking fund redemption requirements for each series of Bonds and the purchase price of each series of Bonds; provided, however, that (i) the aggregate principal amount of the Bonds shall not exceed $100,000,000; (ii) the aggregate purchase price for each series of Bonds shall not be less than ninety-seven percent (97%) of the principal amount thereof to be issued (exclusive of original issue discount, if any); (iii) the interest rate or rates to be borne by the Bonds shall not be greater than 12% per annum and (iv) no Bonds shall mature later than May 1, 2018.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to Paragraph (b) of this Section 6, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee a certificate setting forth the determinations made pursuant to the authority granted in such Paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority. In addition, the Mayor or City Comptroller shall file in the Office of the City Clerk a notification of sale of each series of Bonds setting forth the aggregate

principal amount of the Bonds, the interest rate or rates to be borne by the Bonds, the dates and amounts of the serial and/or term maturities and any mandatory sinking fund redemption requirements for each series of Bonds and the purchase price of each series of Bonds.

(d) The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers and the use thereof by the Underwriters in connection with the offering of the Bonds are hereby authorized, ratified and approved. The Mayor or the City Comptroller is hereby authorized to execute and deliver to the Underwriters in the name and on behalf of the City the Official Statement, in substantially the form of the Preliminary Official Statement submitted to this meeting, with such changes therein as shall be approved by the officer executing the same, the execution thereof by such officer to constitute conclusive evidence of the approval of the form of Official Statement. The officer of the City executing the Official Statement is hereby authorized and directed to file an executed copy of the Official Statement with the City Clerk. The Preliminary Official Statement in the form presented to this meeting is hereby deemed final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, except for the omission of certain information permitted to be omitted under said Rule.

(e) The form of Bonds submitted to this meeting, subject to appropriate insertion and revision in order to comply with the provisions of the related Indenture (as executed) be, and the same hereby is approved. Pursuant to the Indenture(s), the Mayor or the City Comptroller of the City (or such other person designated pursuant to the related Indenture) shall execute each series of Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Bond and they shall be attested by the manual or facsimile signature of the City Clerk. The Bonds shall upon such execution on behalf of the City be delivered to the Trustee for authentication and upon authentication, shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Bonds to or upon the order of the Underwriters.

SECTION 7. Execution of Agreement(s), Indenture(s) and D.T.C. Agreement. (a) The Agreement(s), the Indenture(s) and the D.T.C. Agreement, in substantially the respective forms submitted to this meeting, are hereby authorized and approved.

(b) The Mayor or the City Comptroller (and in the case of the Agreement(s), the Commissioner of the Department of Aviation) are hereby authorized to execute the Agreement(s), the Indenture(s) and the D.T.C. Agreement for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The Agreement(s) (including all exhibits thereto), the Indenture(s) and the D.T.C. Agreement may contain such changes consistent with the purposes and intent of this Ordinance (and in particular

the limitations of Section 6(b) hereof) as shall be approved by the Mayor or the City Comptroller, and, in the case of all exhibits to the Agreement(s), the Commissioner of the Department of Aviation, his execution or acceptance thereof to constitute conclusive evidence of his and the City's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described agreements, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such agreements as executed.

(c) No further approval or action of this body shall be necessary or required for the actions, executions and deliveries contemplated in and directed in this Section 7 to be effective and any such actions, executions and deliveries will constitute the legal and validly binding actions of the City. No further approval or action of this body shall be required with respect to amendments to the exhibits to the Agreement(s), provided the procedures set forth therein for such amendments are observed.

SECTION 8. Execution of Special Facility Amendments. The Special Facility Amendments, in substantially the forms of the Special Facility Amendments submitted to this meeting, are hereby authorized and approved.

The Mayor or the City Comptroller is hereby authorized to execute the Special Facility Amendments for and on behalf of the City, and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The Special Facility Amendments may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller, his execution or acceptance thereof to constitute conclusive evidence of his and the City's approval of any and all changes or revisions therein; and from and after the execution and delivery of the above-described amendments, the officers, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such agreements as executed.

SECTION 9. Approval of Trustee and Securities Depositary. The appointment of a Trustee under each Indenture shall be approved by the officers of the City executing the Indenture(s), their execution thereof to constitute conclusive approval of their and the City's approval of the Trustee. The registration of the Bonds in the name of The Depositary Trust Company, New York, New York ("D.T.C."), or its nominee, and D.T.C.'s acting as securities depositary for the Bonds, are hereby authorized and approved.

SECTION 10. Credit Enhancement. The Bonds (or any one or more series of Bonds) may be supported by a municipal bond insurance policy or other form of credit enhancement. Additionally, pursuant to one or more

guaranty agreements from United to the Trustee, United will guarantee the payment of principal of, premium, if any, and interest on Bonds when due.

SECTION 11. Allocation of Transition Rule Amount; Volume Cap. The City Comptroller of the City is hereby authorized to allocate to all or any portion of the Bonds (or any series thereof), on behalf of the City, an amount, not to exceed in the aggregate $100,000,000, of the City's authority to issue bonds described in Section 1317(5)(B) of the Tax Reform Act of 1986 (Public Law 99-514) (the "Transitional Rule Authority"). The City Council of the City hereby authorizes and approves the allocation of the City's volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended (the "Code" to those Bonds, or any portion or series thereof, to which Transitional Rule Authority is allocated as provided above, first pursuant to any carryforward (for the purpose of issuing airport facility bonds) of the City's unused volume cap from prior years, to the extent available, and second, to the extent necessary, from the City's 1990 volume cap, or in such order as is otherwise required by the Code or regulations promulgated thereunder. No volume cap shall be allocated to any Bonds or portions thereof to which Transitional Rule Authority is not allocated.

SECTION 12. T.E.F.R.A. Approval. The City Council of the City, as the applicable elected representative of the City in accordance with Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Bonds in a principal amount not to exceed $100,000,000 to finance the Project located at the Airport.

SECTION 13. Performance Provisions. The Mayor, the City Comptroller and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance, the execution and delivery of the Bonds and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this Ordinance. The Mayor, the City Comptroller, the City Clerk and other officers, agents and employees of the City (including the Commissioners of the Department of Aviation and the Department of Public Works) are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all agreements, instruments and certificates that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including, but not limited to (a) amendments, if necessary, to any cargo, hangar or maintenance facility lease deemed necessary or desirable to effectuate the purposes of the Agreement(s), to provide additional security for the Bonds or to facilitate the issuance of Bonds on a tax-exempt basis, and (b) a tax exemption certificate and agreement among the City, the Trustee and United containing representations and certifications necessary to assure the issuance of the Bonds on a tax-exempt basis. The above-referenced officers, agents and employees of the City are hereby further authorized to take all action necessary to the full realization of the rights, accomplishments, obligations and purposes of the City under the Agreement(s), the

Indenture(s), the D.T.C. Agreement, the Official Statement, the Bond Purchase Agreement and the Special Facility Amendments.

SECTION 14. Proxies. The Mayor and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to the Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the City Comptroller pursuant to this Ordinance. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the City Comptroller, respectively. A written signature of the Mayor or of the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with the signatures attached, shall be recorded in the Journal of the Proceedings of the City Council and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the City Comptroller is so affixed to an instrument, certificate or document at the direction of the City Comptroller, the same, in all respects, shall be binding on the City as if signed by the City Comptroller in person.

SECTION 15. Equal Employment and Minority Business Participation. It is the policy of the City to comply with all local, state and federal laws and regulations, where applicable, regarding equal employment opportunity and minority business participation and the City Council of the City of Chicago is desirous that the City avoid penalties and grant forfeitures resulting from non-compliance with such local, state and federal laws.

SECTION 16. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 17. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

SECTION 18. Conflicting Provisions Repealed. All ordinances, resolutions, orders, or parts thereof, heretofore adopted by this City Council, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

SECTION 19. Effective Date. The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form. This Ordinance shall take effect immediately upon its passage.

[Indenture of Trust, Special Facility Use Agreement, Bond Purchase Agreement, Depository Trust Company Agreement, Preliminary Official Statement and First Amendment to Special Facility Use Agreement attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

ISSUANCE OF SPECIAL FACILITY REVENUE BONDS SERIES 1990 TO FINANCE IMPROVEMENTS OF AMERICAN AIRLINES, INCORPORATED FACILITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue Special Facility Revenue Bonds to finance improvements of American Airlines facilities at Chicago-O'Hare International Airport in an amount not to exceed $250,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- Alderman Bloom -- 1.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit under Section 6(a), Article VII of the Constitution; and

WHEREAS, The City currently owns and operates an airport known as Chicago-O'Hare International Airport (the "Airport"); and

WHEREAS, The City, as a home rule unit and pursuant to the Constitution, is authorized and empowered to issue its revenue bonds to finance the costs of the design, reconstruction, improvement and modernization of facilities at the Airport; and

WHEREAS, The City is in the process of planning, designing and constructing a major redevelopment of the Airport and as part of such redevelopment the City and American Airlines, Inc. (the "Airline"), have entered into an Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985 (the "Airport Use Agreement"); and

WHEREAS, The City and the Airline have entered into certain other agreements with respect to the use and occupancy of specific improvements at the Airport; and

WHEREAS, In connection with such redevelopment the City and the Airline:

(i) have heretofore, on December 28, 1983, entered into four separate special facility use agreements, each dated as of December 1, 1983

(collectively, the "1983 Agreements"), pursuant to which the City has issued $170,000,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds (American Airlines, Inc. Project) in four separate series, each in the principal amount of $42,500,000 and designated Series 1983A, Series 1983B, Series 1983C and Series 1983D (collectively, the "1983 Bonds"), each such separate series of the 1983 Bonds having had been issued under a separate indenture of trust dated as of December 1, 1983 (collectively, the "1983 Indentures"), from the City to Continental Illinois National Bank and Trust Company of Chicago, as trustee thereunder, for the purpose of providing funds to finance a portion of the cost of improving, expanding and modernizing portions of Terminal 3 and Concourses H and K at the Airport for use by the Airline (the "1983 Project"); and

(ii) have heretofore, on December 31, 1984, entered into four separate special facility use agreements, each dated as of December 1, 1984 (collectively, the "1984 Agreements"), pursuant to which the City has issued $122,800,000 aggregate principal amount of its Chicago-O'Hare International Airport Special Facility Revenue Bonds (American Airlines, Inc. Project) in four separate series, each in the principal amount of $30,700,000 and designated Series 1984A, Series 1984B, Series 1984C and Series 1984D (collectively, the "1984 Bonds"), each such separate series of the 1984 Bonds having been issued under a separate indenture of trust dated as of December 1, 1984 (collectively, the "1984 Indentures"), from the City to Irving Trust Company, as trustee thereunder, for the purpose of providing funds to pay additional costs of the 1983 Project and to pay a portion of the cost of additional improvements at the Airport (the "1984 Project"), which 1983 Project and 1984 Project are hereinafter collectively called (the "Existing Project"); and

WHEREAS, The Airline has requested the City to authorize the issuance of its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1990 (American Airlines, Inc. Project) (the "Bonds") in an amount not to exceed $250,000,000 as herein provided for the purpose of providing funds to finance a portion of the cost of improving, expanding and modernizing various improvements at the Airport for use by the Airline as described in Exhibit A to the 1990 Agreement (as defined below) and certain financing costs related thereto (the "1990 Project"); and

WHEREAS, Concurrently with the issuance of such Bonds, the City and the Airline will enter into a Special Facility Use Agreement (the "1990 Agreement"), in substantially the form submitted to this meeting, in order to provide, among other things, for the payment by the Airline of such amounts as will be sufficient to enable the City to pay when due the principal of, premium, if any, and interest on the Bonds; and

WHEREAS, In order to secure such Bonds the City will enter into an Indenture of Trust (the "1990 Indenture"), in substantially the form submitted to this meeting; and

WHEREAS, The financing of a portion of the costs of the 1990 Project as herein provided is authorized by the constitution and constitutes a valid public purpose thereunder; and

WHEREAS, It is proposed that the City will sell the Bonds on a negotiated basis to the Underwriters named in the form of Bond Purchase Agreement presented to this meeting; and

WHEREAS, There has been prepared and presented to this meeting a draft of the Preliminary Official Statement of the City (the "Preliminary Official Statement") relating to the Bonds; now, therefore,

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

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

"Bond Purchase Agreement" means the Bond Purchase Agreement to be entered into by and among the City, the Airline, A.M.R. Corporation and the Underwriters.

"City" means the City of Chicago, and its successors or assigns.

"City Clerk" means the City Clerk of the City or, with respect to attestation or affixing the City seal, the Deputy City Clerk of the City.

"Final Official Statement" means the Official Statement of the City to be dated the date of the Bond Purchase Agreement, together with all appendices thereto, relating to the Bonds.

"Ordinance" means this Ordinance.

"Trustee" means Harris Trust and Savings Bank, Chicago, Illinois, and its successors in trust.

"Underwriters" means Goldman, Sachs & Co. and such other underwriters as may be designated by the City Comptroller.

SECTION 2. Authorization of the Project. The 1990 Project shall be and is hereby authorized as provided herein. Bond proceeds will be applied to pay a portion of the estimated cost of the 1990 Project, including the

payment of interest on the Bonds during the construction period and the expenses of issuing the Bonds, It is hereby found and declared that the financing of all or a portion of the cost of the 1990 Project and the use thereof by the Airline, as hereinafter provided, constitutes a valid public purpose within the meaning of the Constitution, and that in order further to secure the Bonds, the pledge and assignment by the City under the 1990 Indenture of certain of its rights under the 1990 Agreement is necessary and proper.

SECTION 3. Authorization and Payment of Bonds. For the purpose of financing all or a portion of the cost of the 1990 Project and financing costs relating thereto there are hereby authorized to be issued by the City its Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1990 (American Airlines, Inc. Project), in one or more series, in an aggregate principal amount not to exceed $250,000,000. The Bonds shall be issuable only in fully registered form, shall be issued in the denominations authorized in the 1990 Indenture, and shall be dated and numbered as provided in the 1990 Indenture.

The Bonds shall be subject to redemption prior to maturity upon the terms and conditions set forth in the 1990 Indenture as executed and delivered by the City and shall be sold to the Underwriters at a price of not less than 95% of the aggregate principal amount thereof (exclusive of original issue discount), plus accrued interest thereon to the date of delivery of the Bonds. The Bonds shall be dated, mature on such dates (not beyond January 1, 2030) and in such principal amounts and be payable on such dates, all as shall be approved by either the Mayor or the City Comptroller, as provided in Section 6 hereof. The Bonds shall initially bear interest at such rate or rates per annum (not to exceed 12%) as shall be approved by either the Mayor or the City Comptroller as provided in Section 6 hereof. Thereafter, the Bonds shall bear interest at the Applicable Rate or Rates per annum (not to exceed 15%) as shall be established pursuant to the terms and provisions of the 1990 Indenture.

The principal of and premium, if any, on the Bonds shall be payable at the principal corporate trust office of the Trustee. Payment of interest on the Bonds shall be made to the registered owners thereof and shall be paid by check or other form of draft of the Trustee mailed to the registered owner at his or her address as it appears on the registration books of the City kept by the Trustee or at such other address as is furnished to the Trustee in writing by such registered owner, or in certain circumstances by wire transfer, all as further provided in the 1990 Indenture.

The City Comptroller is hereby authorized to designate The Depository Trust Company ("D.T.C."), in the City of New York, New York, to act as book entry depository in connection with the Bonds, and is further authorized to execute and deliver to D.T.C. a letter of representations in connection therewith.

SECTION 4. The Bonds are Limited Obligations. The Bonds, together with the obligation to pay interest thereon, shall be limited obligations of the City secured solely by a pledge of certain "Special Facility Revenues" (as that term is defined in the 1990 Indenture) derived by the City under the 1990 Agreement, and by other specified sources pledged under the 1990 Indenture, and shall be a valid claim of the owners thereof only against the funds and other moneys held by the Trustee and such Special Facility Revenues derived from the 1990 Agreement, which Special Facility Revenues shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be expressly authorized otherwise in the 1990 Agreement or the 1990 Indenture. The Bonds and the obligation to pay interest or premium thereon are not general obligations of the City and do not now and shall never constitute an indebtedness or a loan of credit of the City, the State of Illinois or any political subdivision of the State of Illinois or a charge against the City's general credit or taxing powers, within the meaning of any constitutional or statutory provisions of the State of Illinois.

SECTION 5. Assignment. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bonds, the City will, in the 1990 Indenture, assign and pledge to the Trustee (i) certain Special Facility Revenues derived by the City under the 1990 Agreement and (ii) certain rights and remedies of the City under the 1990 Agreement to enforce payment thereof.

SECTION 6. Approval of the Bond Purchase Agreement and Official Statement; Execution and Delivery of the Bond Purchase Agreement. (a) The form of the Bond Purchase Agreement presented to this meeting is hereby approved in all respects. The Mayor or the City Comptroller of the City is hereby authorized and directed to execute (with the concurrence of the Chairman of the Committee on Finance of the City Council) and deliver a Bond Purchase Agreement in substantially the form of the Bond Purchase Agreement presented to this meeting, together with such changes and completions thereof as may be approved by the Mayor or the City Comptroller, as the case may be, subject to the limitations contained in Section 3 hereof, the execution thereof to constitute conclusive evidence of the approval of such changes and completions. The sale to the Underwriters of the Bonds pursuant to the terms and conditions of the Bond Purchase Agreement is hereby approved by this City Council.

(b) Subject to the limitations set forth in Section 3 hereof, authority is hereby delegated to the Mayor or the City Comptroller to determine (i) the principal amount of the Bonds to be issued; (ii) the redemption provisions of the Bonds; (iii) the dated date of the Bonds; (iv) the maturity schedule (including the sinking fund schedule, if any) and final maturity date of the Bonds; (v) the initial interest rate or rates of the Bonds and any original issue discount; (vi) the interest payment dates of the Bonds; (vii) the purchase price of the Bonds to be paid by the Underwriters; and (viii) the Underwriters to be listed in the Bond Purchase Agreement.

(c) To evidence the exercise of the authority delegated to the Mayor and the City Comptroller pursuant to Paragraph (b) of this Section 6, the Mayor or the City Comptroller is hereby directed to execute and file with the Trustee a certificate setting forth the determinations made pursuant to the authority granted in such paragraph, which certificate shall constitute conclusive evidence of the proper exercise of such authority. A copy of such certificate shall be filed with the City Clerk.

(d) The form of Preliminary Official Statement of the City with respect to the Bonds in substantially the form presented to this meeting, the distribution thereof to prospective purchasers, and the use thereof by the Underwriters in connection with the offering of the Bonds are hereby authorized. The Mayor or the City Comptroller is hereby authorized to execute and permit the distribution of the Final Official Statement, in substantially the form of said Preliminary Official Statement, with such changes, omissions, insertions and revisions as the Mayor or the City Comptroller shall deem advisable, and with such further changes, omissions, insertions and revisions as shall be necessary to conform the Final Official Statement to the provisions of the instruments, as executed and delivered, authorized by the provisions of this Ordinance to be executed and delivered in the name and on behalf of the City and to any other instruments executed and delivered in connection with the issuance of the Bonds, and the Mayor or the City Comptroller is authorized to execute and deliver such Final Official Statement to the Underwriters in the name and on behalf of the City.

(e) Pursuant to the 1990 Indenture, the Mayor shall execute the Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Bonds and attested by the manual or facsimile signature of the City Clerk. The Bonds upon such execution on behalf of the City shall be delivered to the Trustee for authentication and thereupon shall be authenticated by the Trustee and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Bonds to or upon the order of the Underwriters.

SECTION 7. Execution of Documents. (a) The forms of 1990 Agreement and 1990 Indenture presented to this meeting are hereby approved in all respects. The Mayor or the City Comptroller is hereby authorized to execute the 1990 Agreement and the 1990 Indenture for and on behalf of the City and the City Clerk is hereby authorized, as appropriate, to attest the same and to affix thereto the corporate seal of the City. The 1990 Agreement (including Exhibits A, B and C thereto) and the 1990 Indenture may contain such changes consistent with the purposes and intent of this Ordinance as shall be approved by the Mayor or the City Comptroller and, in the case of Exhibits A, B and C to the 1990 Agreement, the Commissioner of the Department of Aviation, the execution or acceptance thereof to constitute conclusive evidence of this City Council's approval of the form thereof and

any and all such changes or revisions. If the Bonds shall be issued in more than one series, a separate 1990 Agreement and a separate 1990 Indenture may be executed and delivered in connection with each such series.

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

(c) Copies of the 1990 Indenture, the 1990 Agreement, the Final Official Statement and the Bond Purchase Agreement, as executed and delivered, shall be filed in the Office of the City Clerk.

(d) Following the execution and delivery of the 1990 Agreement by the City and the Airline, authority is hereby delegated to the Commissioner of the Department of Aviation to approve changes in the 1990 Project as set forth in Exhibit A attached to the 1990 Agreement. No further approval or action of this body shall be necessary or required for said approval to be effective and any such approval will constitute the legal and validly binding action of the City.

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

SECTION 9. Public Approval. The actions of the Mayor and the Finance Committee of the City Council of the City with respect to the publication of notice for and the holding of a public hearing in connection with the Bonds is hereby ratified and confirmed in all respects. The adoption of this Ordinance shall constitute the public approval of the Bonds for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended.

SECTION 10. Section 1317(5) (B) Designation and Volume Cap. The City Comptroller is hereby authorized, on behalf of the City, to designate, in his sole discretion, all or any portion of the Bonds or any series thereof, as bonds described in Section 1317(5) (B) of the Tax Reform Act of 1986, as amended. The City Council hereby authorizes and approves the allocation of the City's volume cap pursuant to Section 146 of the Internal Revenue Code of 1986, as amended, to those Bonds or portions thereof, if any, which are so designated.

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

documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority, including an appropriate certificate or agreement pursuant to Section 148 of the Internal Revenue Code of 1986, as amended, for inclusion in the transcript of proceedings with respect to the Bonds, and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the City under the 1990 Agreement, the 1990 Indenture, the Bond Purchase Agreement, the Preliminary Official Statement and the Final Official Statement and to discharge all of the obligations of the City hereunder and thereunder.

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

SECTION 13. Severability. It is the intention of this City Council that, if any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 14. Captions. The captions or headings of this Ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Ordinance.

SECTION 15. Provisions in Conflict Repealed; Publication. All ordinances, resolutions, and orders, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed. This Ordinance shall be made available to the public by the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the

Office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

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

[Indenture of Trust, Bond Purchase Agreement, Special Facility Use Agreement and Preliminary Official Statement attached to this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF ARTERIAL STREET AND SIDEWALK LIGHTING UNDER VARIOUS RAILROAD VIADUCTS ALONG FEDERAL-AID URBAN SYSTEM ROUTES.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the improvement of street and sidewalk lighting under railroad viaducts at various locations, in the amount of $1,050,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of street and sidewalk lighting under railroad viaducts at various locations along Federal-Aid Urban System Routes within the City described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement.

The Improvement Of Street And Sidewalk Lighting Under

Railroad Viaducts At Various Locations Along

Federal-Aid Urban System Routes Within

The City Of Chicago.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

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

Witnesseth:

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

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve street and sidewalk lighting under railroad viaducts at various locations along Federal-Aid Urban System Routes within the City, hereinafter referred to as the "Project" and described in paragraph 11 of this Agreement; and

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road

Program in Chicago, concluding with the end of State Fiscal Year 1994, and that Memorandum provides the basis for the State funds provided under this Agreement; and

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

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

Whereas, Under the federal regulations, certain written agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City for 100% of the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to

appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

7. That failure on the part of the City to fulfill the responsibilities assigned in numbered paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a manner satisfactory to the State and the Federal Highway Administration, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of the replacement and upgrading of street and sidewalk lighting under railroad viaducts at various locations along Federal-Aid Urban System Routes within the City.

Existing deteriorated flourescent fixtures and conduits will be removed and replaced with new sodium vapor lighting which will conform to current standards of the State and the Federal Highway Administration. All other appurtenances necessary to complete the project in accordance with approved plans and specifications will also be provided.

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

Contract Construction	$ 600,000
Force Account Construction	360,000
Construction Engineering/Supervision	90,000
TOTAL:	$1,050,000

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

Federal-Aid Share (F.A.U.) (75% of $1,050,000)	$ 787,500
Non-Federal Share (State) (25% of $1,050,000)	262,000
TOTAL:	$1,050,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $262,500 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($1,050,000) as authorized by the City Council.

16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1993.

17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

DESIGNATION OF HIGHLAND COMMUNITY BANK AS LEGAL DEPOSITARY FOR CITY OF CHICAGO AND CHICAGO BOARD OF EDUCATION FOR FISCAL YEAR 1990.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to designate Highland Community Bank as a legal depositary for the City of Chicago and the Chicago Board of Education for Fiscal Year 1990, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the following regularly established state bank, pursuant to an advertisement required by the Municipal Code of Chicago, has applied to become a municipal depositary of the City of Chicago and the Chicago Board of Education for the purpose of holding and paying interest on municipal deposits, and that it has satisfactorily filed with the City Comptroller the information required by Title 2, Chapters 2-32-430, 2-32-440, 2-32-450 and 2-32-460 of the Municipal Code of Chicago:

Highland Community Bank.

SECTION 2. The financial institution listed in Section 1 is hereby designated a legal depositary for City of Chicago and Chicago Board of Education monies for Fiscal Year 1990, and the City Treasurer may deposit monies received by her/him in the institution in accordance with Title 2, Chapters 2-32-470, 2-32-480 and 2-32-490 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall be effective from and after its passage.

DESIGNATION OF SPECIFIED FINANCIAL INSTITUTIONS AS LEGAL DEPOSITARIES FOR CITY OF CHICAGO AND CHICAGO BOARD OF EDUCATION FOR FISCAL YEAR 1991.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to designate certain financial institutions as legal depositaries for the City of Chicago and the Chicago Board of Education for the Fiscal Year 1991, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 4, 1990 and on March 6, 1990, the City Comptroller advertised for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago and the Chicago Board of Education to be deposited in banks and savings and loan associations, in accordance with Title 2, Chapter 2-32-400 of the Municipal Code of Chicago; and

WHEREAS, On June 4, 1990, the City Comptroller received bids from financial institutions seeking to be designated as municipal depositaries, and subsequently, determined that 23 bidders were eligible to be so designated; and

WHEREAS, Pursuant to Title 2, Chapter 2-32-400 of the Municipal Code of Chicago, the City Comptroller is required to report such bids to the City Council to the end that an award or awards may be made upon such bids before the beginning of each fiscal year; now, therefore,

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

SECTION 1. That the following regularly established national and state banks and savings and loan associations, pursuant to an advertisement required by the Municipal Code of Chicago, have applied to become municipal depositaries of the City of Chicago and Board of Education for the purpose of holding and paying interest on municipal deposits, and that such financial institutions have satisfactorily filed with the City Comptroller the information required by Title 2, Chapters 2-32-430, 2-32-440, 2-32-450 and 2-32-460 of the Municipal Code of Chicago:

Albany Bank & Trust Company

Amalgamated Trust & Savings Bank

American National Bank & Trust Company

Chicago City Bank & Trust Company

Cole Taylor Bank/Drovers

Colonial Bank and Trust Company

Community Bank of Lawndale

Continental Bank N.A.

Drexel National Bank

East Side Bank & Trust Company

Exchange National Bank of Chicago

First Commercial Bank

First National Bank of Chicago

Harris Trust & Savings Bank

Highland Community Bank

Independence Bank of Chicago

LaSalle National Bank

Metropolitan Bank & Trust Company

NBD Chicago Bank

Northern Trust Company

Seaway National Bank of Chicago

South Chicago Bank

South Shore Bank of Chicago

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositaries for City of Chicago and Chicago Board of Education monies for Fiscal Year 1991, and the City Treasurer may deposit monies received by her/him in any of these institutions in accordance with Chapters 2-32-470, 2-32-480 and 2-32-490 of the Municipal Code of Chicago.

SECTION 3. This ordinance shall be effective from and after its passage.

EXECUTION OF CONSENT AND SUBORDINATION AGREEMENT WITH PENNSYLVANIA STATE EMPLOYEES RETIREMENT SYSTEM IN CONNECTION WITH WASHINGTON SQUARE PROJECT.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an Urban Development Action Grant subordination agreement for Washington Square Associates Limited Partnership for a project located at 659 West Washington Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "City") by ordinance passed on May 20, 1987 authorized the Commissioner of the Department of Economic Development to enter into and execute a Redevelopment Agreement (the "Redevelopment Agreement") and other loan documents to secure a $1,700,573 Urban Development Action Grant Loan (the "Loan") to the American National Bank (the "Trustee") as Trustee under Trust No. 65999 (the "Borrower"), the sole beneficiary of which is Washington Square Associates, an Illinois limited partnership (the "Developer") to be used for partial funding of the acquisition and rehabilitation of a six-story office building and the construction of a three-story building addition located at 659 West Washington Street (the "Project"); and

WHEREAS, In connection with the completion of the Project, the Developer desires to increase the private senior mortgage from $13,550,000 to $17,485,778 which requires the City's consent thereto and the subordination of the City's second mortgage to the additional amount of $3,935,778 plus interest thereon; and

WHEREAS, The Redevelopment Agreement provides for a one-time refinancing of the senior mortgage in the amount of $13,550,000 plus additional funds required for the completion of the Project; and

WHEREAS, It is in the best interests of the City that the City give its consent to the additional funding of $3,935,778 and the subordination of the Loan thereto; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City is hereby authorized to enter into and execute on behalf of the City a Consent and Subordination Agreement substantially in

the form attached hereto and made a part hereof as Exhibit A, subordinating the City's second mortgage to the refinanced senior mortgage in an amount not to exceed $17,485,778 plus interest thereon.

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

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

Exhibit "A"

Consent And Subordination Agreement.

This Subordination Agreement (the "Agreement") is made as of this _____ day of _____, 1990 between the Pennsylvania State Employees Retirement System, and the City of Chicago, Illinois, by and between the Department of Economic Development, having its offices at 24 East Congress Parkway, 7th Floor, Chicago, Illinois 60605.

Whereas, The American National Bank and Trust Company of Chicago as Trustee under Trust No. 65999 (the "Mortgagor") did execute a Junior Mortgage dated May 6, 1987 (the "Junior Mortgage"), recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 16, 1987, as Document No. 87393229, to the City of Chicago, Illinois, an Illinois municipal corporation and home rule unit (the "City") to secure a Promissory Note (the "Junior Note" and collectively, the "Junior Loan Documents") in the amount of $1,700,573 with interest payable as therein provided; and

Whereas, The Junior Mortgage was subordinate only to the lien of a certain Mortgage dated December 16, 1986 between the Mortgagor and Westinghouse Credit Corporation (the "Senior Mortgage"); and

Whereas, The Mortgagor is not in default under the Senior Mortgage; and

Whereas, The Mortgagor desires to refinance the Senior Mortgage to increase the principal amount of the loan thereunder from $13,550,000 to $17,485,778 plus interest thereon, to be secured by a mortgage between the Pennsylvania State Employees Retirement System (the "New Senior Lender") and the Mortgagor (hereinafter referred to as the "New Senior Mortgage");

Now, Therefore, In order to induce the City to consent to the subordination and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

1. The City represents that it is the holder and legal owner of the Junior Note.

2. The City consents to the terms of the foregoing subordination.

3. The City covenants and agrees that the rights, interests and claims of the City under the Junior Mortgage are and shall remain at all times subject and subordinate to the New Senior Mortgage in a principal amount not to exceed $17,485,778 plus interest thereon, said new Senior Mortgage replacing the prior Senior Mortgage. The City does not waive any of its interests and claims under the Junior Mortgage except to the extent of the additional funding of $3,935,778 contained in the New Senior Mortgage.

4. The New Senior Lender covenants and agrees that upon any event of default which permits the New Senior Lender to enforce its remedies under the New Senior Mortgage and related note and loan agreement (collectively, the "Senior Loan Documents") the New Senior Lender shall give written notice to the City providing the City with a 60-day period to cure such default at the option of the City.

5. The New Senior Lender shall not amend, extend, waive, modify or alter the Senior Loan Documents without the written consent of the City, which shall not be unreasonably withheld.

6. The New Senior Lender acknowledges and agrees that as of the date hereof the Mortgagor has performed all obligations under the commitment outstanding with respect to the New Senior Loan.

7. The Mortgagor, as a condition of this Consent and Subordination Agreement, shall, in the event of prepayment of any portion of the New Senior Loan, make a concurrent prepayment of the Junior Note. Failure to make such concurrent prepayment shall constitute an event of default under the Junior Note.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested.

If To The City:

City of Chicago
Department of Economic Development
24 East Congress Parkway, 7th Floor
Chicago, Illinois 60605
Attention: Commissioner

Office of the Corporation Counsel
City of Chicago
City Hall, Room 511
121 North La Salle Street
Chicago, Illinois 60602
Attention: Finance and Economic
Development Division

In Witness Whereof, This instrument has been executed by the City of Chicago and the Pennsylvania State Employees Retirement System this _____ day of _____, 1990.

City of Chicago

By: _____
Commissioner
Department of Economic
Development

Pennsylvania State Employees
Retirement System

By: _____

Its: _____

American National Bank, not
personally but as Trustee, under
Trust No. 65999

By: _____

Its: _____

COMMISSIONER OF ECONOMIC DEVELOPMENT AUTHORIZED TO EXPEND AND ADMINISTER COMMUNITY SERVICE BLOCK GRANT FUNDS PURSUANT TO BANK PARTICIPATION LOAN PROGRAM.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to utilize Community Service Block Grant funds pursuant to the Bank Participation Loan Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Economic Development ("D.E.D.") of the City of Chicago ("City") has as its primary purpose the development of programs and policies to promote the retention and expansion of existing commercial and industrial businesses within the City and the attraction of new businesses to the City; and

WHEREAS, The City Council of the City previously reviewed and approved a D.E.D. initiative entitled the Bank Participation Loan Program (Journal of the Proceedings of the City Council of the City of Chicago, Illinois, July 31, 1990); and

WHEREAS, D.E.D. has available on an annual basis approximately $500,000 through the State of Illinois Community Service Block Grant (C.S.B.G.) and additional C.S.B.G. recapture funds to be used to make low-interest loans to start-up and expanding businesses; and

WHEREAS, D.E.D has determined that to promote efficiency in underwriting, funding, administration and servicing of D.E.D. loans and to maximize the impact of the Bank Participation Loan Program, all of its C.S.B.G. funds should be expended and administered under the Bank Participation Loan Program; now, therefore,

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

SECTION 1. The above recitals are incorporated herein and made a part thereof.

SECTION 2. The Commissioner of D.E.D. is hereby authorized to expend and administer C.S.B.G. funds pursuant to the Bank Participation Loan Program.

SECTION 3. The Commissioner of D.E.D. is authorized to enter into and execute, subject to review by the Corporation Counsel, agreements which shall meet both the C.S.B.G. and Bank Participation Loan Program requirements.

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

APPROVAL OF ISSUANCE BY ILLINOIS DEVELOPMENT FINANCE AUTHORITY OF TAX-EXEMPT AND TAXABLE BONDS ON BEHALF OF ORLEANS INSTITUTE PLACE ASSOCIATES FOR PROJECT AT 820 NORTH ORLEANS STREET.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the City's approval of the issuance of bonds by the Illinois Development Finance Authority on behalf of the Orleans Institute Place Associates for a project located at 820 North Orleans Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Mell, Austin, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 43.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, The Illinois Development Finance Authority ("I.D.F.A.") is authorized to issue bonds to finance industrial projects in the State of Illinois pursuant to the provisions of the Development Finance Authority Act, Ill. Rev. Stat. Chapter 48, paragraph 850.01 et seq. (the "Act"); and

WHEREAS, The Act provides, among other things, that I.D.F.A. may not issue bonds relating to the financing of an industrial project located within the planning and subdivision control jurisdiction of any municipality unless (1) notice of the proposed project and the financing therefor is submitted to the corporate authorities of the municipality and (2) such corporate authorities, within 45 days after mailing the notice either fail to notify I.D.F.A. of any resolution disapproving such project or notify I.D.F.A. that such municipality has adopted a resolution approving such project ("45-Day Notice Period"); and

WHEREAS, The City of Chicago (the "City") has been requested by Orleans Institute Place Associates, an Illinois limited partnership (the "Developer") to, among other things, notify I.D.F.A. of its approval of the issuance by I.D.F.A. of tax-exempt and taxable bonds, the proceeds of which are proposed to be used, among other things, to refund existing tax-exempt bonds, refinance existing bank loans, fund a debt service reserve and fund tenant improvements for the property located at 820 North Orleans, Chicago (the "Project"); now, therefore,

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

SECTION 1. Approval of Project. Pursuant to the Act, the City Council of the City approves the Project and waives the City's right under the 45-Day Notice Period.

SECTION 2. Notice to I.D.F.A. The Mayor or the Commissioner of the Department of Economic Development is authorized to notify I.D.F.A. that the City Council has approved the Project and waived the City's rights under the 45-Day Notice Period.

SECTION 3. Effective Date. This ordinance shall be effective from and after its passage.

AMENDMENT OF ORDINANCES WHICH AUTHORIZED RENTAL REHABILITATION LOAN AGREEMENTS WITH VARIOUS APPLICANTS BY CLARIFYING TERMS OF FINANCING.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to amend four rental rehabilitation loans, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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 has previously passed certain ordinances identified in Exhibit 1 hereto (the "Prior Ordinances") approving and authorizing the making of loans pursuant to various Department of Housing programs; and

WHEREAS, Each of the Prior Ordinances contains an Exhibit A which sets forth the terms and conditions under which such loans were approved; and

WHEREAS, Each such Exhibit A did not identify the private financing mortgages as adjustable rate mortgages; now, therefore,

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

SECTION 1. The interest rate designation in the "Other Funds" section of Exhibit A of the Prior Ordinances set forth in Exhibit 1 attached hereto and made a part hereof is hereby amended by adding the following language to the interest rate designation:

(adjustable rate note,
the initial rate to be determined at closing).

SECTION 2. Unless indicated to the contrary herein, all other provisions of the Prior Ordinances shall remain in full force and effect.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

African Village	400 -- 418 -- 500 South Laramie Avenue
ordinance passed	(June 27, 1990, Council Journal of Proceedings pages 17111 -- 17114)
amended ordinance passed	(July 31, 1990, Council Journal of Proceedings page 19128)

Corrine Morris	3401 --3405 West Potomac Avenue
ordinance passed	(June 27, 1990, Council Journal of Proceedings pages 16519 -- 16523)
amended ordinance passed	(July 31, 1990, Council Journal of Proceedings page 19126)
Pine Place Limited Partnership	330 -- 341 North Pine Avenue 5501 -- 5517 West Corcoran Place
ordinance passed	(September 12, 1990, Council Journal of Proceedings page 20308)
901 --921 West Sunnyside Venture	
ordinance passed	(June 27, 1990, Council Journal of Proceedings pages 17121 -- 17125)
amended ordinance passed	(July 31, 1990, Council Journal of Proceedings page 19136)

EXECUTION OF SETTLEMENT AGREEMENT REGARDING *BOBROWICZ V. CITY OF CHICAGO.*

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement agreement in the case of *Bobrowicz v. City of Chicago,* 84 CH 6439, in the amount of $3,002,953.09, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Bobrowicz v. City of Chicago,* 84 CH 6439 in the amount of $3,002,953.09.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO SETTLEMENT AGREEMENT REGARDING *PARKS V. CITY OF CHICAGO, ET AL.*

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order in the case of *Parks v. City of Chicago, et al.*, 86L 13609 in the amount of $330,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Bloom, Steele, Beavers, Dixon, Vrdolyak, Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Troutman, Krystyniak, Henry, Soliz, Bialczak, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Schulter, M. Smith, Stone -- 32.

Nays -- Aldermen Tillman, T. Evans, Shaw, Carter, Langford, Streeter, J. Evans, E. Smith, Davis, Shiller, Orr -- 11.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Parks v. City of Chicago, et al.*, 86 L 13609, in the amount of $330,000.00.

NOTICE OF PUBLIC HEARING FOR ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER TWELVE IN CENTRAL BUSINESS DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to conduct a public hearing concerning the establishment of Special Service Area Number 12 in the Central Business District, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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. It is found and declared as follows:

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

(b) Pursuant to Section 6(1)(2) of Article VII of the Constitution, "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties", as amended, Ill. Rev. Stat, Ch. 120, para. 1301, et seq. (the "Act") and the Revenue Act of 1939, as amended, Ill. Rev. Stat., Ch. 120, para. 482, et seq., the City is authorized to (i) establish special service areas within the City in which special governmental services are provided in addition to those services provided generally throughout the City; (ii) levy taxes in such areas at a rate or amount of tax sufficient to produce revenues required to provide the special governmental services; and (iii) issue bonds for providing those special governmental services secured by the full faith and credit of the areas.

(c) The City's central business area has undergone in recent years very substantial development and expansion, with the total amount of office space doubling since 1970.

(d) As a result of that development and expansion, the area described in paragraph (h) of this Section (the "Area") is in need of additional public transportation facilities and services. A public transportation system and facilities for that Area, including public transportation vehicles and lines (such as for light rail, bus or other transportation modes), stations and related facilities (the "Central Area Circulator") will provide increased ability of persons to reach workplaces, offices, public buildings, services and shops in that Area, will facilitate commerce and services in that Area and will reduce air pollution. The development and operation of the Central Area Circulator for the Area will stimulate economic development, the maintenance and creation of jobs, the creation of additional tax revenues and the general economic health of that Area.

(e) The development and operation of the Central Area Circulator for the Area will provide special governmental services to that Area in addition to those services provided generally throughout the City, within the meaning of the Act.

(f) The provision of those special governmental services will be predominately for the benefit of property in the Area, other than residential property.

(g) It is in the interest of the City to consider establishing an area within the City, known and designated as "City of Chicago Special Service Area 12", to provide special governmental services in addition to services provided generally by the City. The Area is contiguous and is described in paragraph (h) of this Section. The special services are described in paragraph (i) of this Section. It is further in the interest of the City to consider the levy of an ad valorem real property tax (the "Special Services Tax") in the Area sufficient to produce revenues required to provide those special services and to consider the issuance of bonds and notes secured by the full faith and credit of the Area for providing those special services.

(h) The boundary of the Area shall consist of the territory located within the following described perimeter:

Oak Street, between Lake Michigan and LaSalle Street;

LaSalle Street, between Oak Street and Ohio Street;

Ohio Street, between LaSalle Street and Kingsbury Street;

Kingsbury Street, between Ohio Street and Grand Avenue;

Grand Avenue, between Kingsbury Street and Desplaines Street;

Desplaines Street, between Grand Avenue and Polk Street;

Polk Street, between Desplaines Street and State Street;

State Street, between Polk Street and the Stevenson Expressway (Interstate 55);

The Stevenson Expressway (Interstate 55) between State Street and Lake Park Avenue;

Lake Park Avenue, between 25th Street and 26th Street;

26th Street (extended) from Lake Park Avenue to Lake Michigan; and

Lake Michigan, between 26th Street (extended) to Oak Street,

but not including any property which is classified from time to time as residential within the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended. The Area is described in detail in Exhibit A attached to and made a part of this ordinance. The Area is a special service area within the meaning of the Act.

(i) The special services to be provided in the Area for the development and operation of the Central Area Circulator, as described above, include but are not limited to planning, designing, engineering, acquiring, constructing, installing, repairing, equipping, operating, maintaining, renovating or otherwise providing public transportation and related facilities principally within the perimeter of the Area.

(j) The Act requires that notice and a public hearing be provided prior to the establishment of the Area.

SECTION 2. A public hearing shall be held by the Committee on Finance of the City Council of the City at ten o'clock A.M., on the 26th day of November, 1990, in the City Council Chambers, City Hall, Chicago, Illinois. Notice of the hearing shall be published by the City Clerk at least once, not less than fifteen (15) days prior to the hearing, in a newspaper of general circulation within the City. In addition, notice shall be given by depositing copies of that notice in the United States mails addressed to each person or persons in whose name(s) the general taxes for the preceding year were paid on each lot, block, tract, or parcel of taxable property located in the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls as the owner of the property prior to that year.

SECTION 3. The notice shall be substantially in the following form:

Notice Of Hearing

City Of Chicago Special Service Area Number 12

Central Area Circulator.

Notice Is Given that at ten o'clock, A.M., on the 26th day of November, 1990, in the City Council Chambers of the City Council of the City of Chicago, 121 North LaSalle Street, Chicago, Illinois, a hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider (1) the establishment of an area within the City to be known and designated as "City of Chicago Special Service Area Number 12" (the "Area") to provide special governmental services as described below, (2) the

levy of an ad valorem real property tax in the Area at a rate or amount of tax sufficient to produce revenues required to provide those special services, and (3) the issuance of bonds and notes secured by the full faith and credit of the Area for providing those special services.

The Area.

The boundary of the Area shall consist of the territory located within the following described perimeter:

Oak Street, between Lake Michigan and LaSalle Street;

LaSalle Street, between Oak Street and Ohio Street;

Ohio Street, between LaSalle Street and Kingsbury Street;

Kingsbury Street, between Ohio Street and Grand Avenue;

Grand Avenue, between Kingsbury Street and Desplaines Street;

Desplaines Street, between Grand Avenue and Polk Street;

Polk Street, between Desplaines Street and State Street;

State Street, between Polk Street and the Stevenson Expressway (Interstate 55);

The Stevenson Expressway (Interstate 55) between State Street and Lake Park Avenue;

Lake Park Avenue, between 25th Street and 26th Street;

26th Street (extended) from Lake Park Avenue to Lake Michigan; and

Lake Michigan between 26th Street (extended) and Oak Street but not including any property which is classified from time to time as residential within the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended. The Area is described in detail in Exhibit A attached to and made a part of this Notice.

No Taxes Will Be Levied Against Residential Property Within The Special Service Area.

The Special Services.

The purpose of the establishment of the Area is to provide special governmental services to the Area in addition to services provided by the City generally. These special services consist of the development and operation of a downtown public transportation system known as the Central Area Circulator, including but not limited to planning, designing engineering, acquiring, constructing, installing, repairing, equipping, operating, maintaining, renovating or otherwise providing public transportation and related facilities principally within the perimeter of the Area (the "Special Services").

Tax Levy.

At the hearing, there will also be considered the levy of an annual ad valorem real property tax on the property located in the Area at a rate or amount sufficient to provide revenues required to provide the Special Services (the "Special Service Tax"). The tax shall not exceed the rate of 0.175% of the equalized assessed valuation of taxable property in the Area. The Special Service Tax shall be in addition to all other taxes provided by law (including the tax levied to pay principal of and interest on bonds issued to provide the Special Services, as described below), and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended.

The Bonds And Notes.

At the hearing, there also will be considered the issuance of bonds secured by the full faith and credit of the Area in an amount not to exceed $300,000,000. The bonds shall be retired over a period not to exceed 35 years from their issuance and shall bear interest at a rate or rates not to exceed 15% per year. The bonds, if issued, shall be retired by the levy of an annual ad valorem real property tax in an amount sufficient to pay their principal and interest when due, The tax shall be levied upon all the taxable property in the Area for a period not to exceed 35 years, shall be unlimited as to rate or amount and in addition to all other taxes permitted by law and shall be levied pursuant to the Revenue Act of 1939, as amended. The tax for bond principal and interest shall be in addition to the Special Service Tax.

In addition, at the hearing there will also be considered the issuance from time to time, in anticipation of the receipt of the Special Service Tax, Notes in the principal amount at any time in an amount not to exceed $15,000,000, with maturities of not later than 12 months after their various dates of issuance, and bearing interest at a rate or rates not to exceed 12% per year. Any such notes shall be secured by the full faith and credit of the Area, and

shall be retired by the levy of an ad valorem real property tax in an amount sufficient to pay the principal of and interest on the notes when due. That tax shall be unlimited as to rate or amount, shall be in addition to all other taxes permitted by law and shall be levied pursuant to the Revenue Act of 1939, as amended. The amount of any extension of such a tax for principal of and interest in any year on any such notes shall be a reduction in the maximum rate at which the Special Service Tax may be extended in that year.

At the hearing all interested persons, including all persons owning real property located within the Area, will be given an opportunity to be heard regarding, and will have the opportunity to file with the City Clerk written objections to, any issue embodied in this Notice, including the establishment of the Area, the levy of the Special Service Tax and the issuance of the bonds and notes. The Committee on Finance of the City Council shall hear and determine all protests and objections at the hearing. The hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place of its adjournment.

Petition.

If a petition objecting to the establishment of the Area, the levy of the Special Service Tax and the issuance of the bonds and notes for the provisions of the Special Services to the Area, signed by a least 51% of the electors residing within the Area and by at least 51% of the owners of record of the land included within the boundaries of the Area is filed with the City Clerk within 60 days following the final adjourning of the hearing, the Area shall not be established, the Special Service Tax shall not be levied and the bonds and notes shall not be issued.

In addition, in the exercise of its home rule and general governmental powers, the City Council has determined that if a petition objecting to the establishment of the Area, the levy of Special Service Tax and the issuance of bonds and notes for the provision of special services to the Area, signed by at least 51% of all registered voters residing within the outer perimeter of the Area (and including all residential property within that perimeter), is filed with the City Clerk within 60 days following the final adjournment of the hearing, the Area shall not be established, the Special Service Tax shall not be levied and the bonds and notes shall not be issued.

If either of these Petitions is filed, the City will not again begin proceedings for the establishment of a special service area for public transportation purposes for the Area within two years.

SECTION 4. This ordinance is effective immediately upon its adoption.

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

Exhibit "A".

Beginning at the intersection of the westerly shoreline of Lake Michigan and the center line of East Oak Street as extended east thereto; thence west along said center line to the center line of North State Street; thence south along said center line to the south line of West Oak Street as extended east; thence west along said south line to the center line of North LaSalle Street; thence south along said center line to the south line of West Ohio Street; thence west along said south line to the center line of North Kingsbury Street; thence southerly along said center line to the intersection with the center line of West Grand Avenue as extended easterly from the north branch of the Chicago River; thence westerly along the center line of West Grand Avenue to the center line of North Desplaines Street; thence south along said center line to the center line of West Madison Street (being the south line of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian); thence west along said center line to the center line of South Desplaines Street; thence south along said center line to the center line of West Polk Street, as widened; thence east along said center line to the east bank of the south branch of the Chicago River; thence continuing east along the south line of West Polk Street to the center line of South State Street (being the east line of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian); thence south along said center line to the center line of West Roosevelt Road (being the southeast corner of said Section 16); thence continuing south along the center line of South State Street (being the east line of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian) to the center line of West Cermak Road (being the southeast corner of said Section 21); thence continuing south along the center line of South State Street (being the east line of Section 28, Township 39 North, Range 14 East of the Third Principal Meridian) to the southerly right-of-way line of the Adlai E. Stevenson Expressway; thence easterly along said southerly right-of-way line to the south line of Lot 8 in the subdivision of Block 59, in Canal Trustee's Subdivision of the west half of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; thence east along said south line of Lot 8 and the easterly extension thereof to the east line of the public alley east and adjoining said Lot 8; thence north along the east line of said public alley to the southerly right-of-way line of the Adlai E. Stevenson Expressway; thence easterly along said right-of-way line to the east line of South Dr. Martin Luther King, Jr. Drive; thence north along said east line to the south line of East 25th Street; thence east along said south line to the westerly right-of-way line of the Illinois Central Railroad; thence southerly along said right-of-way line to the south line of the northeast fractional quarter of Section 27, Township 39 North, Range 14 East of the Third Principal Meridian; thence east along said south line to the westerly shore line of Lake Michigan; thence meandering northerly along said westerly shore line (including within the boundary all docks, wharves and other structures from time to

time existing and extending into Lake Michigan) to the point of beginning, excepting therefrom any property which is classified from time to time as residential under the Cook County Real Property Classification Ordinance, adopted November 29, 1976, as amended, all within the City of Chicago, Cook County, Illinois.

SUBMISSION OF APPLICATION TO UNITED STATES DEPARTMENT OF JUSTICE FOR FUNDING OF POLICE OFFICERS TRAINING PROGRAM TO ASSIST CRIME VICTIMS.

The Committee of Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to submit an application to the United States Department of Justice to improve the treatment of crime victims, in the amount of $192,125.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The United States Department of Justice, Office of Justice Programs, Office for Victim of Crimes ("U.S.D.O.J.") under the Edward J. Byrne, Menard State and Local Law Enforcement Assistance Program makes grants available to cities to focus on the development of programs which will improve police officers' skills for serving and communicating with crime victims; and

WHEREAS, To improve and develop the skills of police officers when providing assistance to victims, the City of Chicago (the "City") Department of Police (the "Department"), acting as the lead agency, and the Traffic Institute of Northwestern University propose, as a joint venture, to identify training needs and develop a nationwide training program which will improve police officers' skills so that they may better serve and communicate with crime victims (the "Project"); and

WHEREAS, To support the establishment of the Project, the City is requesting grant assistance, in an amount not to exceed $260,538 of which U.S.D.O.J. will provide $192,125; and

WHEREAS, The City will provide a local cash match in an amount not to exceed $68,413 in the form of salaries of Department personnel (the "Matching Share") for a total Project budget of $260,538; now, therefore,

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

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

SECTION 2. The Mayor or the Superintendent of the Department (the "Superintendent") is authorized to execute and file an application with U.S.D.O.J. for funds in an amount not to exceed $260,538 (the "Grant").

SECTION 3. The Mayor or the Superintendent is further authorized to act in connection with such application, to sign and submit such assurances

and certifications as are necessary in connection therewith, and to provide such additional information as may be necessary, including without limitation, any representations required by U.S.D.O.J.

SECTION 4. The Superintendent is authorized to execute award agreements for the Grant and to furnish such additional information and to sign and submit such assurances or other documents, including without limitation, technical amendments that do not increase the total budget for the Project, as may be required in connection with award agreements for the Grant.

SECTION 5. All Grant funds as may be awarded, as a result of such application, together with the Matching Share, are hereby appropriated and authorized to, and shall be, expended for the Project.

SECTION 6. The Comptroller is authorized to disburse Grant funds in accordance with the Project.

SECTION 7. The Superintendent is authorized to carry out the Project in accordance with federal, state and local requirements.

SECTION 8. The Mayor, the Comptroller and the Purchasing Agent, as the case may be, are authorized to execute, and the City Clerk to attest, subject to the review of the Corporation Counsel, agreements and amendments thereto pertaining to the Project, all in accordance with applicable federal, state and local requirements.

SECTION 9. This ordinance shall be in full force and effect on and from the date of its passage.

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF MARQUETTE ROAD FROM STATE STREET TO CALIFORNIA AVENUE.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the improvement of Marquette Road from California Avenue to State Street, in the amount of $6,980,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Marquette Road from California Avenue to State Street described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement.

Improvement Of Marquette Road From

California Avenue To State Street.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Marquette Road from California Avenue to State Street, hereinafter referred to as the "Project" and identified in paragraph 11 of this Agreement; and

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

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

Whereas, A separate City/State Agreement covering the purchase of right-of-way for the project is already in place; and

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

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

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

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a manner satisfactory to the State and the Federal Highway Administration, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of the improvement of Marquette Road from California Avenue to State Street.

The existing driving surface will be removed. The pavement base will be repaired or reconstructed as necessary and a new driving surface will be applied. The intersections of Marquette Road with Western Avenue, with Damen Avenue, with Ashland Avenue, with Normal Avenue and with Wentworth Avenue will be improved as necessary by throat widening, realignment, channelization and/or curb radius alterations. Minor widening will also be provided at the intersections of Marquette Road with Loomis Boulevard, with Morgan Street and with Halsted Street.

Traffic signals will be modernized at the intersections of Marquette Road with Rockwell Street, with Western Avenue, with Damen Avenue, with Ashland Avenue, with Loomis Boulevard, with Halsted Street, with Normal Avenue, with Stewart Avenue, with Wentworth Avenue, with Lafayette Avenue and with State Street.

Curbs, gutters, sidewalks and driveways will be repaired or reconstructed as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Drainage structures and other utilities will be adjusted. Trees will be planted as appropriate and all other appurtenances necessary to complete the Project will be provided.

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

Contract Construction	$4,400,000
Force Account Construction	2,140,000
Construction Engineering/Supervision	440,000
TOTAL:	$6,980,000

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

Federal Aid Share (F.A.U.) (75% of $6,980,000)	$5,235,000
Non-Federal Share (State) (25% of $6,980,000)	1,745,000
TOTAL:	$6,980,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $1,745,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($6,980,000) as authorized by the City Council.

16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1993.

17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

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

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public Works

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

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

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an amendment to an agreement with the State of Illinois for the improvement of the Ewing Avenue Bridge over the Calumet River, in the amount of $7,440,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

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

[Amendment Number Two to City/State Project Agreement immediately follows Section 3 of this ordinance.]

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

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

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

Amendment Number Two To A City-State Project Agreement

Providing For The Improvement Of The

Ewing Avenue Bridge (F.A.U. 2944)

Over The Calumet River

In The City of Chicago, Cook County, Illinois.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Whereas, On February 28, 1990, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 11877 through 11885); and

Whereas, On June 25, 1990, the "City" and the "State" entered into the aforementioned Agreement; and

Whereas, The "City" and the "State" have subsequently entered into Amendment Number One to the aforementioned Agreement under the authority of numbered paragraph 15 of that Agreement which states: "That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project ($6,250,000) as authorized by the City Council; and

Whereas, Numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement contain the estimated costs and the division of financial responsibilities for the Project; and

Whereas, The "City" and the "State" are desirous of updating and revising the estimates of cost and of increasing the upper limit of State participation in the Project.

Now, Therefore, Be It Agreed, That numbered paragraph 12 and numbered paragraph 15 of the aforementioned Agreement be revised to read as follows:

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

Contract Construction	$6,340,000
Force Account Construction	300,000
Construction Engineering/Supervision	800,000
TOTAL:	$7,440,000

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

Federal-Aid Share (F.A.U.) (75% of $7,440,000)	$5,580,000
Non-Federal Share (State) (25% of $7,440,000)	1,860,000
TOTAL:	$7,440,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $1,860,000 with any non-federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement."

15. "That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project ($7,440,000) as authorized by the City Council."

Be It Further Agreed, That certain required certification language regarding lobbying, as it relates to the Project, is hereby added to the aforementioned Agreement as follows:

Certification Regarding Lobbying.

(This Certification is required pursuant to 31 U.S.C. 1352)

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned hereby certifies solely with respect to the improvement of the Ewing Avenue Bridge (F.A.U. 2944) over the Calumet River that, to the best of his knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Chicago, Department of Public Works
Organization Name

David S. Williams, Jr. Commissioner, Department of Public Works
Name And Title Of Authorized Representative

Signature Date

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

Be It Further Agreed, All items contained in the original City/State Agreement and any subsequent executed Amendment which are not in conflict with this Amendment shall remain in full force and effect.

Be It Further Agreed, This Amendment to the Agreement shall be binding and inure to the benefits of the parties hereto, their successors and assigns.

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

Executed by the City of Chicago
this ____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF DIVERSEY AVENUE BETWEEN HARLEM AVENUE AND PULASKI ROAD.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the improvement of Diversey Avenue between Harlem Avenue and Pulaski Road, in the amount of $5,350,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Diversey Avenue between Harlem Avenue and Pulaski Road described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement.

Improvement Of Diversey Avenue (F.A.U. 1377)

Between Harlem Avenue And Pulaski Road.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve

Diversey Avenue between Harlem Avenue and Pulaski Road, hereinafter referred to as the "Project" and identified in numbered paragraph 11 of this Agreement; and

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

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

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

Whereas, The Illinois Commerce Commission, under Stipulated Agreement No. 429, will provide up to $279,000 for improvements to the Chicago and North Western Transportation Company structure at 4600 West Diversey Avenue, associated with this Project; and

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

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

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

7. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 6 and 10 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

9. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

10. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a manner satisfactory to the State and the Federal Highway Administration, their respective portions of the improvement in accordance with established jurisdictional authority.

11. That said Project generally consists of the improvement of Diversey Avenue between Harlem Avenue and Pulaski Road.

The existing driving surface will be removed. The pavement base will be repaired and reconstructed as necessary and a new driving surface will be applied. (The intersections of Diversey Avenue with Oak Park Avenue, with Narragansett Avenue, with Austin Avenue, with Central Avenue, with Laramie Avenue, with Kostner Avenue and with Brickyard Drive, have recently been improved under other projects and therefore, will require only minor rehabilitation in order to provide for pavement continuity). Traffic signals will be modernized at the intersections of Diversey Avenue with Pulaski Road, with Kostner Avenue, with Lavergne Avenue, with Laramie Avenue, with Long Avenue, with Central Avenue, with Menard Avenue, with Austin Avenue, with Narragansett Avenue, with Brickyard Drive, with Oak Park Avenue and with Sayre Avenue. The Soo Line Railroad Company grade crossing (at 6600 west) will be improved. Vertical clearances at the Metra Railroad Viaduct (4150 west) and at the Chicago & Northwestern Transportation Company structure (4600 west) will be increased to 14 feet, 6 inches. Curbs, gutters and sidewalks will be repaired and replaced as necessary and sidewalk ramps for the handicapped and pavement markings will be provided. Trees will be planted where appropriate. Drainage structures and street lighting will be improved as necessary, and all other appurtenances necessary to complete the project will also be provided.

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

Contract Construction	$3,700,000
Force Account Construction (City)	800,000
Railroad Force Account Construction	400,000
Construction Engineering/Supervision	450,000
TOTAL:	$5,350,000

and that based upon the agreed upon ratio of federal to non-federal (State) and Illinois Commerce Commission Grade Crossing Protection Funds for this Project, the proportional participation for the Project will be:

Illinois Commerce Commission (I.C.C.) (Grade Crossing Protection Funds)	$ 279,000
Federal Aid Share (F.A.U.) (75% of $5,071,000)	3,803,250
Non-Federal Share (State) (25% of $5,071,000)	1,267,750
TOTAL:	$5,350,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share (State)) shall be limited to a maximum of $1,267,750 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal and/or Illinois Commerce Commission participation.

14. That standard federal aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of the Project ($5,350,000) as authorized by the City Council.

16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by January 1, 1993.

17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

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

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

By: _____
Commissioner,
Department of Public Works

_____
Assistant Corporation Counsel

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR IMPROVEMENT OF TRAFFIC CONTROL SIGNALS AT SPECIFIED NORTH ASHLAND AVENUE INTERSECTIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the modernization of traffic signals on Ashland Avenue between Wrightwood Avenue and Hollywood Avenue, in the amount of $1,775,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the modernization of traffic signals at the

above-referenced intersections described therein, said agreement to be in substantially in the following form:

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

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

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

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

City/State Project Agreement.

The Modernization Of Traffic Signals At The Intersections Of Ashland Avenue (F.A.U. 2853) With Wrightwood Avenue, With Wellington Avenue, With Barry Avenue, With Belmont Avenue/Lincoln Avenue, With School Street, With Roscoe Street, With Grace Street, With Berteau Avenue, With Montrose Avenue, With Balmoral Avenue, With Bryn Mawr Avenue, With Hollywood Avenue, With Lawrence Avenue, And With Winnemac Avenue.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to modernize traffic signals at the above-referenced intersections, hereinafter referred to as the "Project" and identified in numbered paragraph 11 of this Agreement; and

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

Whereas, The Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e) (4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, The State and the City have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

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

Whereas, Under the federal regulations, certain written agreements for the Project may be required.

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the contract construction, force account construction, and construction engineering/supervision of the Project, as hereinafter provided in numbered paragraph 12, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.

4. Upon approval from the State, to let and award the contract for the Project, and/or to provide or cause to be provided, all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.

5. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

6. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

7. That failure on the part of the City to fulfill its responsibilities assigned in numbered paragraphs 6 and 9 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a manner satisfactory to the State and Federal Highway Administration, their respective portions of the improvement in accordance with established jurisdictional authority.

10. That prior to initiation of work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

11. That said Project generally consists of the modernization of traffic signals at the intersections of Ashland Avenue with Wrightwood Avenue, with Wellington Avenue, with Barry Avenue, with Belmont Avenue/Lincoln Avenue, with School Street, with Roscoe Street, with Grace Street, with Berteau Avenue, with Montrose Avenue, with Balmoral Avenue, with Bryn Mawr Avenue, with Hollywood Avenue, with Lawrence Avenue, and with Winnemac Avenue.

The existing outmoded traffic signals will be improved as necessary to conform to existing recommendations and agreements of the Illinois Manual of Uniform Traffic Control Devices. All other appurtenances necessary to complete the Project will also be provided.

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

Force Account Construction (City).. $1,615,000+	
Construction Engineering	$ 160,000
TOTAL:	$1,775,000

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

Federal Aid Share (IX) (85% of $1,775,000)	$1,508,750
Non-Federal Share (State) (15% of $1,775,000)	$ 266,250
TOTAL:	$1,775,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $266,250 with any non-federal share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

13. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

14. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

15. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project ($1,775,000) as authorized by the City Council.

16. That this Agreement and the covenants contained herein shall be void ab initio in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1992.

17. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are superseded by this Agreement.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

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

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

Executed by the City of Chicago
this ____ day of _____, 19__.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

_____
Assistant Corporation Counsel

By: _____
Commissioner,
Department of Public
Works

Executed by the State of Illinois
this ____ day of _____, 1990.

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING IN ASSOCIATION WITH ARTERIAL STREET RESURFACING PROJECT NUMBER TWO.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the Arterial Street Resurfacing Project Number Two, in the amount of $200,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the Preliminary Engineering for the State Funded Arterial Street Resurfacing Project Number Two described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement.

Preliminary Engineering For The State Funded

Arterial Street Resurfacing Project

Number Two.

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

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

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

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

Whereas, On June 30, 1989, the State and the City entered into a Memorandum of Understanding regarding the funding of a Five-Year Road Program in Chicago, concluding with the end of State Fiscal Year 1994, and the Section 3 Line Item of that Memorandum which provides $33,000,000 for City highway and bridge capital improvements, is the basis for the State funds provided under this Agreement; and

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

The State Hereby Agrees:

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

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review and approve without delay, all submittals which require State review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocations and/or adjustment of City-owned electrical and water utilities, and prepare the preliminary and final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the project, all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

5. To comply with all applicable Executive Orders and legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

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

The Parties Hereto Mutually Agree:

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

Preliminary Engineering $200,000

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

8. That the City shall be responsible for 100% of the cost of any Preliminary Engineering work not eligible for State participation.

9. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the State, as long as such revisions do not increase the total cost of Preliminary Engineering for the Project ($200,000) as authorized by the City Council.

10. That, this Agreement and the covenants contained herein shall be void ab initio in the event the preliminary engineering work contemplated herein is not underway by December 1, 1992.

11. That all prior Agreements, or portions thereof, between the City and the State which refer to the Preliminary Engineering of the Project are superseded by this Agreement.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

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

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

Executed by the City of Chicago
this ____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

City Clerk

By: Mayor

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

Approved:

Assistant Corporation Counsel

By: Commissioner,
Department of Public
Works

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

By: Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT TO SECURE RIGHT-OF-WAY FOR IMPROVEMENT OF PORTION OF EAST 130TH STREET.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the right-of-way acquisition associated with the improvement of 130th Street between Brainard Avenue and Baltimore Avenue, in the amount of $15,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the right-of-way acquisition associated with the improvement of 130th Street between Brainard Avenue and Baltimore Avenue described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement

For Right-Of-Way Acquisition.

130th Street (F.A.U. 1592)

Between Brainard Avenue And Baltimore Avenue.

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Project No.: _____

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

Witnesseth:

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve 130th Street between Brainard Avenue and Baltimore Avenue, hereinafter referred to as the "Project"; and

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

Whereas, The State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987 or subsequent federal legislation for the right-of-way acquisition associated with the Project; and

Whereas, The City and the State have concurred in the use of such funds for right-of-way acquisition associated with the Project; and

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

Whereas, The City has completed the Preliminary (Phase I) engineering for the Project and is desirous of proceeding with the right-of-way acquisition therefore; and

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

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the acquisition of right-of-way for the Project, as hereinafter provided in numbered paragraph 7, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, plats, legal description and estimates of cost for the right-of-way acquisition required for said Project.

4. To acquire in its name and at its own expense, subject to reimbursement as hereinafter provided, all right-of-way necessary for the Project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The requirements of Titles II and III shall be carried out in accordance with established State Policies and Procedures, as now or hereafter revised or amended. Prior to the City's advertising for bids, the City shall certify to the State that all requirements of Titles II and III of said Uniform Act have been complied with. This certification is subject to acceptance by the State and approval by the Division Administrator of the Federal Highway Administration. The State shall provide such guidance, assistance and supervision and monitor and perform audits to the extent necessary to assure validity of the local agency's certification of compliance with Titles II and III requirements of the aforesaid Act.

5. To finance the right-of-way acquisition pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs.

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

The Parties Hereto Mutually Agree:

7. That the estimated costs of the right-of-way acquisition for the Project is $15,000, and that based upon the current ratio of federal to non-federal (State) funds for Federal-Aid Urban Systems projects, the proportional participation for the acquisition will be:

Federal-Aid Share (F.A.U.) (75% of $15,000)	$11,250
Non-Federal Share (State) (25% of $15,000)	3,750
TOTAL:	$15,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $3,750, with any non-federal share required in excess of that amount to be provided by the City, or by amendment to this Agreement.

8. That the City shall be responsible for 100% of any right-of-way acquisition costs not eligible for federal or State participation.

9. That standard federal-aid procedures and requirements shall apply to all phases of this Project.

10. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budetary items, upon approval by Illinois Department of Transportation, as long as the revisions do not increase the total cost of the right-of-way acquisition for the Project ($15,000) as authorized by the City Council.

11. That all prior Agreements, or portions thereof, between the City and the State which refer to the right-of-way acquisition for the construction of this Project are null and void as of the date of this Agreement.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

---

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

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

Executed by the City of Chicago
this ____ day of _____, ____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

By: _____
Commissioner,
Department of Public
Works

_____
Assistant Corporation Counsel

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

contractor or subcontractors, including procurement of materials and lease of equipment.

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

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

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

EXECUTION OF CITY/STATE PROJECT AGREEMENT FOR PRELIMINARY ENGINEERING IN ASSOCIATION WITH WEST ROOSEVELT ROAD VIADUCT IMPROVEMENT (PHASE I).

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute an agreement with the State of Illinois for the improvement of the Roosevelt Road Viaduct between the Chicago River and Lake Shore Drive, in the amount of $1,200,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works to approve, subject to the review of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the preliminary engineering of the improvement of the Roosevelt Road Viaduct between the Chicago River and Lake Shore Drive described therein, said agreement to be substantially in the following form:

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

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

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

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

City/State Project Agreement.

Preliminary Engineering For The Improvement Of

The Roosevelt Road Viaduct Between

The Chicago River And Lake Shore Drive

(Phase I Only).

Federal Project No.: _____

City Section No.: _____

State Job No.: _____

D.P.W. Job No.: _____

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

Witnesseth:

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

Whereas, The State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve

the Roosevelt Road Viaduct between the Chicago River and Lake Shore Drive hereinafter referred to as the "Project"; and

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

Whereas, The State and the City wish to avail themselves, where possible, of Federal-Aid Urban System funds authorized by the Surface Transportation and Uniform Relocation Assistance Act of 1987 or subsequent Federal legislation, to supplement Interstate Substitution Funds provided under the IX (1) Preliminary Engineering Agreement, as amended January 20, 1989, for the Preliminary Engineering of said Project; and

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

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

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

The State Hereby Agrees:

1. To reimburse the City 100% for the non-federal (State) and federal shares of the costs incurred in connection with the State approved Preliminary Engineering of the Project, as hereinafter provided in numbered paragraph 8, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.

2. To give administrative assistance and guidance to the City during the performance of Preliminary Engineering and to review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

The City Hereby Agrees:

3. Either with its own forces or in conjunction with consulting engineering firms approved by the State, to make all surveys, compile the data and prepare the design and location studies, hold the required Public Hearings, prepare the required environmental studies and prepare the final design reports, perform the engineering for the necessary right-of-way acquisition and the relocation and/or adjustment of City-owned electrical and water utilities, and prepare the final plans, specifications, estimates and all other documents or agreements required in order to let and award contracts or otherwise construct the Project, all of which is considered to be Preliminary Engineering.

4. To finance the work pending progressive reimbursement by the State of the federal and non-federal (State) shares of costs, to appropriate such funds as are necessary therefore, and to prepare a complete and accurate breakdown of the costs of the Project.

5. To comply with all applicable Executive Orders and federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations as may be required by the State and under federal law.

6. That failure on the part of the City to fulfill the responsibilities assigned in paragraphs 5 of this Agreement may render the City ineligible for future federal participation in projects for which the City has similar responsibilities, until such failures are corrected.

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

The Parties Hereto Mutually Agree:

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

The Roosevelt Road Viaduct
Between The Chicago River And Lake Shore Drive
Federal Project No. _____

Preliminary Engineering (Phase I) $1,200,000

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

Federal Aid Share (F.A.U.) (75% of $1,200,000)	$ 900,000
Non-Federal Share (State) (25% of $1,200,000)	300,000
TOTAL:	$1,200,000

and that based upon said ratio, State financial participation (referred to herein as the non-federal share) shall be limited to a maximum of $300,000 with any non-federal share required in excess of that amount to be provided by the City or by amendment to this Agreement.

9. That the City shall be responsible for 100% of the cost of any work not eligible for federal participation.

10. That standard federal aid procedures and requirements shall apply to all phases of this Project.

11. That the Commissioner of Public Works is authorized to execute revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as such revisions do not increase the total cost of the Project ($1,200,000) as authorized by the City Council.

12. That this Agreement and the covenants contained herein shall be void ab initio in the event the preliminary engineering work contemplated herein is not underway by December 1, 1993.

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

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(2) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in item (2) of this certification;

(4) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default;

(5) have not been barred from signing this Agreement as a result of a violation of Sections 33E-3 and 33E-4 of the Criminal Code of 1961 (Chapter 38 of the Illinois Revised Statutes);

(6) are not in default on an educational loan as provided in Public Act 85-827;

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

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

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

Executed by the City of Chicago
this ____ day of _____, _____.

The City of Chicago,
a municipal corporation

Attest:

_____
City Clerk

By: _____
Mayor

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

Approved:

By: _____
Commissioner,
Department of Public
Works

_____
Assistant Corporation Counsel

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

By: _____
Director of Highways,
Illinois Department of
Transportation

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

Minority Business Enterprises Provisions.

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

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

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

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

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

EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE OF NILES.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to execute a water supply contract with the Village of Niles, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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 ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1965, the City previously entered into an agreement to supply water to the Village of Niles ("Niles"); and

WHEREAS, This agreement provided that the City would furnish water to Niles from the City's water mains at the City limits at West 115th Street and South Pulaski Road; and

WHEREAS, The water furnished was to be for consumers located both within and outside the corporate limits of Niles; and

WHEREAS, The City is willing to continue to supply water to Niles under substantially the same terms as in its previous agreement, and, in addition, to provide for the resale of water by Niles to the North Suburban Public Utility Company on a non-exclusive basis; now, therefore,

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

SECTION 1. The Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City of Chicago and the Village of Niles. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

Water Supply Contract Between The City

Of Chicago And The

Village Of Niles.

This Agreement made and entered into this _____ day of _____ A.D., 1989, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "City", and the Village of Niles, ("Niles") a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

Witnesseth:

Whereas, The City and Niles entered into a ten year contract on the 10th day of August, A.D. 1965, which has expired, for the furnishing from the City's water main at the City limits, through three connections, at North

Minority Business Enterprise provisions contained in this Agreement read Harlem Avenue and West Touhy Avenue and for emergency use only at North Milwaukee Avenue and West Albion Avenue, a supply of water for consumers supplied by the Niles Water System in 1965 of 4.364 million gallons per day increasing by 1974 to 6.825 million gallons per day; and

Whereas, The City has continued to furnish water to Niles up to and including the date of this agreement; and

Whereas, The City is willing to enter into a new water supply contract with Niles and furnish water to Niles from the City's water mains at the City limits at North Harlem Avenue and West Touhy Avenue and for emergency use only at North Milwaukee Avenue and West Albion Avenue;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to Niles, and Niles agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City ("Commissioner") from the City's water mains at the City limits at North Harlem Avenue (three connections) and for emergency use only at North Milwaukee Avenue and West Albion Avenue to be used by Niles in supplying water to customers located within and without the corporate limits of Niles.

B. Quantity Of Water To Be Furnished.

(1) For customers of the Niles Water System, quantities of water for the years included are as indicated:

Year	Annual Average Daily Quantity In Gallons		
	Niles	N.S.P.U.C.	Total
1990	5,112,000	3,400,000	8,512,000
1991	5,136,000	3,430,000	8,566,000

Year	Annual Average Daily Quantity In Gallons		
	Niles	N.S.P.U.C.	Total
1992	5,159,000	3,460,000	8,619,000
1993	5,183,000	3,490,000	8,673,000
1994	5,207,000	3,520,000	8,727,000
1995	5,231,000	3,550,000	8,781,000
1996	5,258,000	3,580,000	8,838,000
1997	5,255,000	3,610,000	8,865,000
1998	5,312,000	3,640,000	8,952,000
1999	5,339,000	3,670,000	9,009,000

The individual consumers' quantities of water are included in the allocations made to Niles. These quantities of water are in accordance with the allocations made to Niles and to the North Suburban Public Utility Company ("N.S.P.U.C.") as successor to Domestic Utility Service Company by Opinion and Order LMO 80-2 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation for Niles and/or N.S.P.U.C.

(2) It is expressly understood and agreed that the sale of water by the City to Niles for resale to N.S.P.U.C. is on a non-exclusive basis. Nothing contained herein shall either prohibit or in any way limit the City from selling water to any other municipality or entity for resale to N.S.P.U.C.

(3) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal from the City's mains shall not exceed twice the annual average daily contract amount.

(4) Niles shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection at North Harlem Avenue and West Howard Street in order to regulate the flow of water as herein provided. When requested by the Commissioner, Niles shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled flow control

valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by Niles. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of Niles to renew said contract for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated by the State of Illinois, Department of Transportation to Niles and to North Suburban Public Utility Company or successor to Domestic Utility Service Company.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be
saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this contract and furnishing water hereunder.

(7) Niles may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, Niles agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) Niles shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers.

III. Reservations.

(10) In the event of a default in payment of a water bill by Niles, the City reserves the right to require Niles to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(11) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by Niles.

IV. Water Quality.

(12) The City shall supply Niles with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) Niles shall receive its supply of water from the City by means of a method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(14) Niles bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the meter vaults.

(15) Niles shall notify and keep the City informed of the responsible individual in charge of operations.

(16) Niles shall immediately notify the Commissioner of any emergency or condition which may affect the quality of water in either party's system.

(17) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to Niles and to perform required tests at the City's cost.

V. Equipment Operation.

(18) Niles shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system. The cost of maintaining or replacing the valve shall be the responsibility of Niles.

(19) Niles shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) Niles shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of Niles prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. Niles shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. Niles shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) In the event that Niles should alter the meter installation, the piping configuration, or the meter vault, all drawings, plans and specifications shall be submitted to the Commissioner prior to an application being made for an installation permit. All drawings, plans, and specifications shall be prepared by a licensed professional engineer, all equipment shall be of a manufacture and type approved by the City, and all work shall be performed by a plumbing contractor licensed and bonded in the State of Illinois.

(22) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has a total registration greater than authorized or which is known or suspected to be registering incorrectly. All

such repairs or replacements shall be made by the City's representatives and Niles shall pay for repairs and replacements made.

(23) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing Niles. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(24) Niles shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to Niles and to North Suburban Public Utility Company as successor to Domestic Utility Service Company as authorized by the State of Illinois, Department of Transportation Order Number LMO 89-2 and any revisions to the allocations. All reservoirs provided by the Niles Water System shall be considered in meeting this requirement. The Niles Water System is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's water system as uniformly as possible.

VI. Rates And Discounts.

(25) Charges for water furnished to Niles shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(26) Niles shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

VII. Indemnification.

(27) Niles agrees to indemnify the City from any and all liability, loss, cost or damage including reasonable attorney's fees which the City may suffer as a result of any and all claims, demands, or actions taken by the City of Des Plaines or the Village of Morton Grove, or either of them challenging the right of the City to sell water in the quantities listed in this contract to Niles for re-sale to N.S.P.U.C.

(28) The City agrees to notify Niles in writing within 14 days by registered or certified mail of any claims made against the City by the City of Des Plaines and/or the Village of Morton Grove.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the

Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk. The Village of Niles has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective Mayor of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

Executed this _____ day of _____ A.D. 1990

Countersigned By:

_____
City Comptroller

City of Chicago,
a municipal corporation

Attest:

_____ (Seal)
City Clerk

By: _____
Mayor of City of Chicago

By: _____
Commissioner of Water

Attest:

_____ (Seal)
Village Clerk,
Village of Niles

By: _____
Mayor,
Village of Niles

Approved As To Form And Legality:
(subject to proper authorization)

_____
Assistant Corporation Counsel
of the City of Chicago

EXECUTION OF WATER SUPPLY CONTRACT WITH VILLAGE OF ALSIP.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the execution of a water supply contract with the Village of Alsip, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

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

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 ("City") possesses the power and authority to furnish water from the City's water mains to others; and

WHEREAS, In 1980, the City previously entered into an agreement to supply water to the Village of Alsip ("Alsip"); and

WHEREAS, This agreement provided that the City would furnish water to Alsip from the City's water mains at the City limits at West 115th Street and South Pulaski Road; and

WHEREAS, The water furnished was to be for consumers located both within and outside the corporate limits of Alsip; and

WHEREAS, The City is willing to continue to supply water to Alsip under substantially the same terms as in its previous agreement; now, therefore,

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

SECTION 1. The Mayor is hereby authorized and directed to execute, the City Clerk to attest, the Commissioner of Water to approve and the City Comptroller to accept the file for record, upon the approval of the Corporation Counsel as to form and legality, a water supply contract between the City of Chicago and the Village of Alsip. Such contract shall be substantially in the form as attached.

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

Water Supply Contract attached to this ordinance reads as follows:

Water Supply Contract Between The City

Of Chicago And The

Village Of Alsip.

This Agreement made and entered into this _____ day of _____ A.D., 1990, and executed in sextuplicate originals (each executed copy constituting an original) by and between the City of Chicago, a municipal corporation, organized and existing under and by virtue of the laws of the State of Illinois, hereinafter called the "City", and the Village of Alsip, a municipal corporation, in Cook County, Illinois, located within the Metropolitan Water Reclamation District of Greater Chicago.

Witnesseth:

Whereas, The City and the Village of Alsip, entered into a ten year agreement on the 3rd day of March, 1980 for the furnishing from the City's water main at the City limits, West 115th Street and South Pulaski Road, a supply of water for consumers supplied by the Village of Alsip Water System not to exceed an annual average of 5,530,059 gallons per day in 1980, increasing to 6,858,000 gallons per day in 1990, with the maximum rate of flow from the City's mains not to exceed twice the annual average daily withdrawal; and

Whereas, The City is willing to renew its water supply contract with the Village of Alsip, and furnish water from existing connection to City's water mains at the City limits at West 115th Street and South Pulaski Road;

Now, Therefore, In consideration of the mutual covenants and agreements hereinafter contained, the parties agree with each other as follows:

A. Service To Be Furnished.

(1) The City agrees to furnish to the Village of Alsip, and the Village of Alsip agrees to purchase and take from the City under and in accordance with the terms hereof, a supply of water through metered connection authorized by the Commissioner of Water of the City ("Commissioner") from the City's water mains at the City limits at West 115th Street and South Pulaski Road to be used by the Village of Alsip in supplying water to consumers located within the corporate limits of the Village of Alsip.

(2) The Village of Alsip is further authorized to resell water to the Oak Hill Cemetery, to (3) accounts located outside the corporate limits of the Village of Alsip, to the Village of Crestwood, to the City of Palos Heights and to five hundred and fifty five (555) accounts outside the City of Palos Heights. All water usage in accordance with the allocation of the State of Illinois Department of Transportation.

B. Quantity Of Water To Be Furnished.

(1) The following are quantities of water for the years included:

Year	Annual Average Daily Quantity In Gallons
1990	7,011,000
1991	7,092,000
1992	7,174,000
1993	7,254,000
1994	7,336,000
1995	7,417,000
1996	7,504,000
1997	7,592,000
1998	7,680,000
1999	7,768,000

The individual consumers' quantities of water are included in the allocation made to the Village of Alsip, the Village of Crestwood, and the City of Palos Heights. These quantities of water in accordance with the allocations made to the Village of Alsip, the Village of Crestwood, and the City of Palos Heights by Opinion and Order LMO 89-2 of the State of Illinois, Department of Transportation. These quantities of water may be adjusted by the Commissioner if there are any future revisions of the allocation order by the State of Illinois, Department of Transportation.

(2) The water supplied and taken in accordance with this contract shall be withdrawn at a uniform rate during the 24 hours of each day. The maximum hourly rate of withdrawal of water from the City's mains shall not exceed twice the annual average daily contracted amount.

(3) The Village of Alsip shall install a flow control system and a pressure recording system consisting of a manually operated flow control valve controlled by the City at a meter vault on existing water service connection to City's water main at the City limits at its connection at West 115th Street and South Pulaski Road in order to regulate the flow of water as herein provided. When requested by the Commissioner, the Village of Alsip shall provide the necessary equipment to transmit pressures and convert the manually operated flow control valves to remotely controlled flow control

valves. All devices necessary for the control and transmission of pressures and rates of flow of water furnished shall be provided and maintained by the Village of Alsip. The transmission of pressures and rates of flow readings shall be to a location designated by the City and the flow control valve shall be controlled by the City.

C. Standard Terms And Conditions.

I. General.

(1) This contract shall be in force and effect for a period ending ten years from the date hereof, subject, however, to the option of the Village of Alsip to renew said contract for successive like terms, written notice thereof to be submitted to the City six months prior to the expiration of each said ten year term. Amounts of water for average daily use will be the amounts as allocated by the State of Illinois, Department of Transportation.

(2) No officer, official or agent of the City has the power to amend, modify or alter this contract or waive any of its conditions as to bind the City by making any promise or representation not contained herein; provided that the Commissioner may make modifications pursuant to paragraph C(7) herein.

(3) This contract shall not be assigned or transferred by either party.

(4) This contract will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the City's rights to obtain, sell, contract for or distribute Lake Michigan water.

(5) The quantity of water supplied under this contract shall not exceed the amount of Lake Michigan water allocated by the State of Illinois, Department of Transportation to the Village of Alsip and its customers.

(6) The City will not be responsible in damages for any interruption or failure to supply water and shall be saved and held harmless from all damage of any kind, nature and description which may arise as a result of making this contract and furnishing water hereunder.

(7) The Village of Alsip may, by permission of the Commissioner, in an emergency, supply water to other City water users who have been previously authorized an emergency connection.

II. Reporting Requirement.

(8) At the end of each calendar year during the term of this contract and not later than March 31st of each year, the Village of Alsip agrees to submit to the Commissioner a written copy of the prevailing water rate schedule as applicable to its water customers. It shall include all rates and relevant information and the premise on which rates have been furnished.

(9) The Village of Alsip shall submit to the City by the 10th day of each month, a report showing the amount of water received the previous month from the City and the amount furnished to customers.

III. Reservations.

(10) In the event of a default in payment of a water bill by the Village of Alsip, the City reserves the right to require the Village of Alsip to deposit, in advance, a sum equal to the estimated costs for water supply during a period of ninety days at the prevailing metered rate.

(11) The City reserves the right to inspect, test, repair and replace the water meters as required. Such replacements or repairs shall be charged to and paid by the Village of Alsip.

IV. Water Quality.

(12) The City shall supply the Village of Alsip with water of a quality commensurate with that furnished to its consumers within its City limits.

(13) The Village of Alsip shall receive its supply of water from the City by a means or method approved by the Commissioner. The City water system must be safeguarded by means of an air gap at the receiving reservoir. When the requirement for a receiving reservoir is waived to permit a direct connection for emergency use, a backflow preventer, approved by the Commissioner, must be installed.

(14) The Village of Alsip bears the responsibility for maintaining the water quality at any point beyond the meter vault and within its distribution system. The City bears no degree of responsibility for the water quality at any point beyond the meter vaults.

(15) The Village of Alsip shall notify and keep the City informed of the responsible individual in charge of operations.

(16) The Village of Alsip shall immediately notify the Commissioner of any emergency or condition which may affect the quality of water in either party's system.

(17) The City reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the Village of Alsip and to perform required tests.

V. Equipment Operation.

(18) The Village of Alsip shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the City's water system. Each service main shall be equipped with a valve located within the City limits and said valve shall be under the sole and complete control of the City and will mark the limit of the City's responsibility for maintenance of the piping system.

(19) The Village of Alsip shall provide and maintain any and all devices expressly requested by the Commissioner for the purpose of controlling, measuring, transmitting and recording of pressures, reservoir levels and other required operational information.

(20) The Village of Alsip shall provide the meters, vaults with sump pumps and related devices, adhering to City standard practices, for measuring the supply of water furnished. Meters provided must be delivered to the City meter shop for testing and picked up promptly after testing, all at the expense of the Village of Alsip prior to installation by them. Plans and specifications for the equipment and vault, or other protective structure, must be submitted to and be approved by the Commissioner before an authorization for installing the meters and related devices will be issued. The Village of Alsip shall provide a tee and valve downstream of each meter installed in each meter vault. The tee and valve shall be a minimum of two inches pipe size. The Village of Alsip shall provide one one-inch pipe size test tap in the inlet pipe ahead of the header pipe.

(21) The City's representative will regularly inspect the meters measuring the supply of water furnished and will repair or replace any meter or part of a meter which has been in service for a period longer than authorized or which is known or suspected to be registering incorrectly. All such repairs or replacements shall be made by the City's representatives and the Village of Alsip shall pay for repairs and replacement made.

(22) When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the Commissioner for the purpose of billing the Village of Alsip. The estimate shall be based upon the average of twelve preceding readings of the meter, exclusive of incorrect readings. When less than twelve correct readings are available, fewer readings, including some obtained after the period of incorrect registration, may be used.

(23) The Village of Alsip shall assure that reservoirs of sufficient capacity are provided in its entire system including its own system and the entities served to store twice the annual daily average allocation of water to the Village of Alsip and the entities furnished water by the Village of Alsip Water System as authorized by the State of Illinois, Department of Transportation Order Number LMO 89-2 and any revisions to the allocations. All reservoirs provided by the Village of Alsip Water System shall be considered in meeting this requirement. The Village of Alsip Water System is to be operated to utilize the reservoirs in a manner to assure that water is withdrawn from the City's Water System as uniformly as possible.

VI. Rates And Discounts.

(24) Charges for water furnished to the Village of Alsip shall be at a rate no greater than that for large quantities of water furnished through meters to customers inside the City, said rate being fixed by City Ordinance.

(25) The Village of Alsip shall be entitled to the same discount for prompt payment of water bills as is allowed to metered customers inside the City.

In Witness Whereof, The City has caused this contract to be signed in sextuplicate originals (each executed copy constituting an original) by the Commissioner, countersigned by its Comptroller, approved by its Mayor, and its Corporate Seal to be hereto affixed and duly attested by its Clerk: The Village of Alsip has caused the same to be signed in sextuplicate originals (each executed copy constituting an original) by their respective Mayor of the Village and its Corporate Seal to be hereto affixed, duly attested by its Clerk, on the date and year first above written.

Executed this _____ day of _____ A.D., 1990.

Countersigned By:

City Comptroller

City of Chicago,
a municipal corporation

Attest:

City Clerk (Seal)

By: Mayor of City of Chicago

By: Commissioner of Water

Attest:

Village Clerk,
Village of Alsip (Seal)

By: Mayor,
Village of Alsip

Approved As To Form And Legality:
(subject to proper authorization)

Assistant Corporation Counsel
of the City of Chicago

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

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred (April 26, September 13 and December 15, 1989, January 19, April 6, July 12, July 31, September 12, and October 3, 1990) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates, refunds of fees and waivers of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak,Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

FREE PERMITS.

Archdiocese Of Chicago/Claretian Missionaries of Chicago.

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, as well as any installation fees, charges and cost of water and sewer installation, notwithstanding other ordinances of the City to the contrary, to the Archdiocese of Chicago/Claretian Missionaries of Chicago, for the construction of senior citizen housing on the premises known as 3205 East 91st Street.

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

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

Cook County Department Of Corrections Garage.

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 Cook County Department of Corrections Garage, for construction project on the premises known as West 26th Street and South California Avenue.

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

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

DePaul University.

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 DePaul University, for construction of a new library building on the premises known as 2350 North Kenmore Avenue.

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

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

Metropolitan Pier And Exposition Authority.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, for work at the Navy Pier to:

Michuda Construction 514 East 95th Street Chicago, Illinois 60619	for:	restoration of the east end of the building
Great Lakes Plumbing & Heating Company 4521 West Diversey Avenue Chicago, Illinois 60639	for:	east end boiler room repairs and fire pump replacement
Charles F. Brucker & Sons 503 West 26th Street Chicago, Illinois 60616	for:	upgrading the east end plumbing
Argon Electric Company 10550 West Lunt Avenue Rosemont, Illinois 60018	for:	upgrading electrical installations at the east end
New Heights/Power Construction J. V. 2023 West Carroll Avenue Chicago, Illinois 60612	for:	offices and general construction on the 3rd floor of the Terminal Buildings
Brandenburg Industrial Service Company 2625 South Loomis Street Chicago, Illinois 60608	for:	shed demolition

at the request of the Metropolitan Pier and Exposition Authority, 2501 South Lake Shore Drive.

SECTION 2. The work thereon shall be done in accordance with plans submitted.

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

Moody Church.

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

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

directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Moody Church, for renovation purposes on the premises known as 1609 North LaSalle Street.

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

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

Rebano Companerismo Christian Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Rebano Companerismo Christian Church, for construction on the premises known as 2535 West Division Street.

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

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

South Side Tabernacle Assemblies Of God.

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 South Side Tabernacle Assemblies

of God, for construction of additional church facilities on the premises known as 7742 South Racine Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Dispensary.

Gilchrist Marchman Rehabilitation Center.

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

SECTION 1. Pursuant to Section 118-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Gilchrist Marchman Rehabilitation Center, 2345 West North Avenue, is hereby exempted from payment of the annual license fee provided in Section 118-4, for the year 1989.

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

Florist.

Mount Sinai Hospital Medical Center.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Fire and the Department of Buildings, the following hospital that is not operated

for gain but where a charge is made for the care of patients, shall be exempted from the payment of the florist license fee for the year 1990:

Mount Sinai Hospital Medical Center
South California Avenue at West 15th Street.

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

Homes.

Ada S. McKinley-Davis House.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Ada S. McKinley-Davis House, 4237 South Indiana Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

Bohemian Home For The Aged.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Bohemian Home for the Aged, 5061 North Pulaski Road, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

The Danish Home.

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, The Danish Home, 5656 North Newcastle Avenue, is hereby exempted from payment of the annual license fee provided therefor in Section 136-4, for the year 1990.

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

Hospitals.

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 1989:

Louis A. Weiss Memorial Hospital
4646 North Marine Drive.

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

Martha Washington Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1990:

Martha Washington Hospital
North Western Avenue and West Irving Park Road.

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

Mercy 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 1990:

Mercy Hospital and Medical Center
Stevenson Expressway at South Dr. Martin Luther King, Jr. Drive.

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

Mount Sinai Hospital 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 1990:

Mount Sinai Hospital Medical Center
South California Avenue at West 15th Street.

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

Saint Cabrini 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 1990:

Saint Cabrini Hospital
811 South Lytle Street.

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

CANCELLATION OF WATER RATES.

One Lord Faith Church.
($1,611.84)

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 $1,611.84 charged against One Lord Faith Church, 312 North Lavergne Avenue.

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

One Lord Faith Church.
($1,786.18)

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 and the Commissioner of Sewers are hereby authorized and directed to cancel water and sewer rates totalling $1,786.18 charged to One Lord Faith Church, 312 North Lavergne Avenue. (Account No. 1-0112-01-2190-2).

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

REFUND OF FEES.

North Shore Congregation Of Jehovah's Witnesses.

Ordered, That the City Comptroller is hereby authorized and directed to refund the total amount of $925.40 to John R. Meister, 155 Harbor Drive, Apartment 5403, Chicago, Illinois 60601, on behalf of the North Shore Congregation of Jehovah's Witnesses, 1250 West Farwell Street, representing payment of fees for the construction of a new church on the premises known as 1250 West Farwell Street, as follows:

Building Permit No. 690218 -- $ 82.40; and

Building Permit No. 690545 -- $843.00.

Resurrection Health Care Corporation.

Ordered, That the City Comptroller is hereby authorized and directed to refund Resurrection Health Care Corporation, 7435 West Talcott Avenue, Chicago, Illinois 60631, for a sewer permit fee in the amount of $175.00.

Sacred Heart Of Jesus Church

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,341.00 to the Sacred Heart of Jesus Church, 4200 North Kedvale Avenue, representing payment of Permit No. B-704574, for the construction of a one-story addition over existing basement structure on the premises known as 4154 West Berteau Avenue.

WAIVER OF FEES.

Faith Tabernacle.

Ordered, That the City Comptroller is hereby authorized and directed to waive the occupancy card fee, in the amount of $500.00, charged to Faith Tabernacle, 817 West Grace Street.

Immaculate Conception Church.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the special event food purveyor fees for Immaculate Conception Church, in connection with Immaculate Conception's Urban Rodeo Festival.

Oak Street Council Fashion Show.

Pursuant to Section [illegible] Municipal Code of Chicago [illegible] Board of Health, the

Ordered, That the Commissioner of the Department of Buildings is hereby authorized and directed to waive all permit fees in connection with the erection of a tent and stage for the Oak Street Council Fashion Show.

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

The Committee of Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 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
Hyde Park Neighborhood Club 5480 South Kenwood Avenue	P1-003713 (Fuel Burn. Equip)	$78.00
Japanese American Service Committee 4427 North Clark Street	A1-004391 (Elev.)	41.00
North Park College (various locations)	B1-001543 (Bldg.)	47.00
	B1-003061 (Bldg.)	47.00
	B1-003129 (Bldg.)	63.00
	B1-004470 (Bldg.)	31.00
	B1-004471 (Bldg.)	31.00

Name And Address	Warrant No. And Type Of Inspection	Amount
	B1-911598 (Bldg.)	$ 34.50
	B1-918760 (Bldg.)	47.00
	B1-919496 (Bldg.)	31.00
	B1-919499 (Bldg.)	63.00
	C2-001518 (Refrig.)	431.00
	R1-902540 (Drwy.)	34.00
Saint Anthony Hospital 2875 West 19th Street	P1-004959 (Fuel Burn. Equip)	1,231.00

INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATIONS.

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two (2) proposed orders authorizing installation of alley lights at specified locations:

Alderman Schulter	1638 West Montrose Avenue and 4405 -- 4411 North Paulina Street
Alderman Krystyniak	Alley bounded by West 61st Street, West 62nd Street, South Normandy Avenue and South Natoma Avenue

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said orders, as passed, reads as follows (the italic heading in each case not being a part of the order):

1638 West Montrose Avenue And 4405 -- 4411 North Paulina Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light behind the

premises located at 1638 West Montrose Avenue and 4405 -- 4411 North Paulina Street.

Alley Bounded By West 61st Street, West 62nd Street, South Normandy Avenue And South Natoma Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of two lights in the alley bounded by West 61st Street, West 62nd Street, South Normandy Avenue and South Natoma Avenue (John C. Dore Elementary School, 6108 South Natoma Avenue).

REDUCTION IN ANNUAL LICENSE FEES FOR SPECIAL POLICE EMPLOYED BY COMMONWEALTH COMMUNITY CHURCH.

The Committee of Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance introduced by Alderman Streeter concerning the reduction in license fees for the employment of special policemen by Commonwealth Community Church, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 173, Section 6 of the Municipal Code of the City of Chicago, the following charitable institution employs two special police and shall pay a fee of $10.00 per license for the year 1991:

Commonwealth Community Church
140 West 81st Street.

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

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

The Committee on Finance submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

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

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set

opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 22182 through 22186 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 Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders printed on pages 22187 of this Journal.]

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

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

(Continued on page 22188)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	ROBERT J	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/89	118.00
ARCHULITA	RALPH	POLICE OFFICER	TWENTIETH DISTRICT	3/04/90	15.00
BAJENSKI	LEONARD R	POLICE OFFICER	VICE CONTROL SECTION	1/22/90	268.00
BALZANO	FRANK T	POLICE OFFICER	CANINE UNIT	12/29/89	140.00
BANACH	LOUIS R	POLICE OFFICER	ELEVENTH DISTRICT	1/03/90	318.00
BARONAITIS	VIDA	POLICE OFFICER	NINTH DISTRICT	11/01/89	223.50
BAUMANN	FRANK	POLICE OFFICER	NINETEENTH DISTRICT	2/13/90	245.00
BLAUL	JAMES	POLICE OFFICER	RECRUIT TRAINING	4/20/90	325.00
BOKOWSKI	ROMAN J	POLICE OFFICER	EIGHTH DISTRICT	11/22/89	1965.00
BRIGHT	MARCEL	POLICE OFFICER	SECOND DISTRICT	1/08/90	8592.09
BRIMER	JOHN F	POLICE OFFICER	TWENTIETH DISTRICT	2/22/90	15.00
BRITT JR	WARREN F	POLICE OFFICER	INTERSECTION CONTROL UNIT	1/15/90	1206.50
CASTRO	JOHN B	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/29/89	48.00
CELLA	JOHN A	POLICE OFFICER	NINETEENTH DISTRICT	3/23/90	96.50
CHRISTOPHER	MARSHALL V	POLICE OFFICER	UNKNOWN	9/22/88	40.00
CHRISTOPHER	MARSHALL V	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/14/89	70.00
CLANCY	EDWARD	POLICE OFFICER	EIGHTH DISTRICT	11/24/88	45.00
COSENTINO	JOSEPH J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/23/90	180.00
COSTA	JAMES E	POLICE OFFICER	FIRST DISTRICT	4/25/90	100.33
CRANE	ROBERT J	POLICE OFFICER	TENTH DISTRICT	8/13/88	53.00
CROSBY	IRVIN E	POLICE OFFICER	ELEVENTH DISTRICT	8/09/86	75.00
CROSS	SHELTON D	POLICE OFFICER	FIRST DISTRICT	1/18/90	245.00
CROSWELL	JEROLYNNE	POLICE OFFICER	ELEVENTH DISTRICT	1/09/90	100.00
DEMORE	JACK B	POLICE OFFICER	TENTH DISTRICT	4/16/90	292.50
DELIA	VICTOR	POLICE OFFICER	EIGHTH DISTRICT	5/29/90	243.80
DICKERSON	EDDIE F	POLICE OFFICER	SIXTH DISTRICT	3/03/90	430.00
DOWLING	MARTIN W	POLICE OFFICER	EIGHTH DISTRICT	6/06/88	35.00
DUNLAP	HENRY L	POLICE OFFICER	SEVENTH DISTRICT	10/16/88	45.00
DUNNE	THOMAS H	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/82	28.00
DVORSKY	GLENN	POLICE OFFICER	NINETEENTH DISTRICT	3/06/90	2225.00
EARNEST	CARSON	POLICE OFFICER	FOURTEENTH DISTRICT	4/18/90	77.50
EIGENBAUER	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	2/24/90	50.00
ELLIOTT	CHARLES B	POLICE OFFICER	NINETEENTH DISTRICT	8/23/89	7.00
ELLIOTT	JAMES G	POLICE OFFICER	DETECTIVE DIV AREA 4 VIOLENT C	2/25/90	40.00
FELDMAN	MARSHA	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/10/88	865.00
FENNESSEY	JAMES E	POLICE OFFICER	SEVENTH DISTRICT	7/23/89	249.35
FLETCHER	CHRISTOPHER	POLICE OFFICER	FOURTH DISTRICT	3/24/90	216.50
FUDA	FRANK J	POLICE OFFICER	SEVENTH DISTRICT	4/01/90	2081.75
GARZA	ROLANDO	POLICE OFFICER	TENTH DISTRICT	12/29/89	265.00
GERALI	GENE R	POLICE OFFICER	THIRTEENTH DISTRICT	8/07/88	510.30
GLEN	TIMOTHY	POLICE OFFICER	RECRUIT TRAINING	2/05/90	351.00
GRIFFIN	WAYNE A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/19/89	392.00
GRZYB	DIANE K	POLICE OFFICER	FIFTH DISTRICT	12/28/89	105.00
HANNIGAN	KEVIN	POLICE OFFICER	NINETEENTH DISTRICT	4/13/90	342.50
HARMON	HELEN J	POLICE OFFICER	RECRUIT TRAINING	1/06/89	500.80
HEENAN	PATRICK	POLICE OFFICER	EIGHTEENTH DISTRICT	7/23/89	255.00
HENDERSON	MAURICE	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/20/89	250.00
HENRY	LIAM	POLICE OFFICER	TWENTIETH DISTRICT	10/19/89	40.00
HERNANDEZ	PHILLIP J	POLICE OFFICER	TWENTIETH DISTRICT	1/15/90	15.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HOSTY	PATRICK J	POLICE OFFICER	DETECTIVE DIV AREA 2 PROPERTY	1/12/90	40.00
HOWARD	CORILYN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/05/89	40.00
JANCEVICH	GLEN	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/17/88	40.00
JEDLOWSKI	MICHAEL M	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	11/28/89	50.00
JOHNS	WILLIAM A	POLICE OFFICER	YOUTH DIVISION AREA FOUR	11/01/89	50.25
JOHNSON	DWAYNE	POLICE OFFICER	TENTH DISTRICT	3/17/90	200.00
JONES	JEFFERY E	POLICE OFFICER	RECRUIT TRAINING	2/16/90	50.00
KARCZEWSKI	EUGENE S	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	11/14/89	854.84
KARNICK	THOMAS E	POLICE OFFICER	ELEVENTH DISTRICT	2/12/90	45.00
KELLY	FRANKLIN R	POLICE OFFICER	FOURTH DISTRICT	2/18/77	60.00
KNEZEVIC	DANIEL J	POLICE OFFICER	FOURTH DISTRICT	10/21/89	65.00
KOEHLER	FRANK R	POLICE OFFICER	DETECTIVE DIV AREA 6 ADMINISTR	2/23/90	259.00
KOOP	EDWARD C	POLICE OFFICER	NINETEENTH DISTRICT	3/01/90	224.10
KOPSKY	CHRISTINE A	POLICE OFFICER	TWELFTH DISTRICT	1/05/90	125.00
KOWATT	JOHN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/07/90	35.00
KROPEL	JOSEPH J	POLICE OFFICER	FOURTH DISTRICT	4/17/90	206.48
KWASINSKI	PHILIP L	POLICE OFFICER	SEVENTEENTH DISTRICT	9/09/89	49.00
KWASINSKI	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	4/18/90	561.50
LARRY	CLINTON	POLICE OFFICER	THIRD DISTRICT	5/07/89	58.00
LEE	JIMMY	POLICE OFFICER	FIRST DISTRICT	1/18/90	110.00
LEUNG	SUN WING	POLICE OFFICER	TWENTIETH DISTRICT	7/12/89	16.00
LOPEZTELLO	GEORGE E	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/01/90	14.00
MACON	DARIN	POLICE OFFICER	THIRD DISTRICT	7/07/89	301.00
MAHON	JOHN W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	9/06/89	782.50
MAIDA	RALPH	POLICE OFFICER	NINTH DISTRICT	8/16/89	45.00
MAINES	MICHAEL H	POLICE OFFICER	TWENTIETH DISTRICT	2/24/90	27.00
MALKOWSKI	DONALD	POLICE OFFICER	FOURTH DISTRICT	4/14/69	145.00
MANCINI	VINCENT A	POLICE OFFICER	FOURTEENTH DISTRICT	11/07/89	20.00
MATUSZAK	HAROLD M	POLICE OFFICER	NINTH DISTRICT	11/18/89	15.00
MCCALL	FRANCIS H	POLICE OFFICER	THIRD DISTRICT	1/08/90	610.00
MCCARTHY	H A	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	6/04/89	1664.96
MCCARTHY	PATRICK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/23/90	1977.25
MCCLELLAN	RICHARD A	POLICE OFFICER	FOURTH DISTRICT	12/14/89	443.50
MCCULLOUGH	MITCHELL	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/26/89	14.00
MCGANN	THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/16/88	400.00
MCKNABB	ROBERT	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/84	55.00
MCMANAMON	KATHLEEN	POLICE OFFICER	FIFTEENTH DISTRICT	1/10/87	95.00
MIERNICZAK-GADZINSKI	ANNETTE M	POLICE OFFICER	FOURTH DISTRICT	3/21/90	295.50
MIKOLAJCZYK	SANDRA M	POLICE OFFICER	TENTH DISTRICT	4/16/90	211.00
MOCKUS	VYTAUTAS H	POLICE OFFICER	EIGHTEENTH DISTRICT	5/29/89	67.00
MONTEJANO-KALAT	DORIS K	POLICE OFFICER	SEVENTH DISTRICT	3/04/90	17.00
MULLANE	PATRICK F	POLICE OFFICER	NINETEENTH DISTRICT	3/29/90	42.00
NELSON	JULIUS D	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	9/23/88	60.00
NYKIEL	MICHAEL	POLICE OFFICER	TENTH DISTRICT	4/18/90	635.50
OHSE	RORY J	POLICE OFFICER	TENTH DISTRICT	10/20/89	630.00
OMALLEY	PATRICK J	POLICE OFFICER	SEVENTH DISTRICT	8/25/89	81.00
PAOLELLO	JAMES P	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/88	69.00
PAOLONE	EMIL S	POLICE OFFICER	THIRD DISTRICT	2/13/89	75.00
PARNELL	ROCHELLE	POLICE OFFICER	RECRUIT TRAINING	2/09/90	45.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PASTERNACK	ROBERT A	POLICE OFFICER	TWENTIETH DISTRICT	2/22/90	15.00
PENNY	NATHANIEL	POLICE OFFICER	RECRUIT TRAINING	1/25/90	450.00
PORADZISZ	GERALD F	POLICE OFFICER	SECOND DISTRICT	1/12/90	30.00
POWELL	MICHAEL D	POLICE OFFICER	TWENTY-FIRST DISTRICT	10/10/89	311.50
PURTILL	ROBERT	POLICE OFFICER	FOURTH DISTRICT	12/04/89	1250.00
QUARLES	GLADYS	POLICE OFFICER	THIRD DISTRICT	2/17/90	50.00
RAYMOND	ALBERTA	POLICE OFFICER	SECOND DISTRICT	3/25/90	85.00
REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	5/26/90	403.00
ROBINSON	ECINA	POLICE OFFICER	RECRUIT TRAINING	4/19/90	150.00
ROBINSON	JAMES T	POLICE OFFICER	FIFTH DISTRICT	6/05/90	344.00
ROY	HOWARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/20/88	1485.00
RYAN	JOHN W	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/18/89	80.00
SANCHEZ	RICHARD	POLICE OFFICER	TWENTIETH DISTRICT	12/02/89	95.00
SARTORI	MICHAEL	POLICE OFFICER	SIXTH DISTRICT	3/15/90	1350.00
SASSO	KATHRYN	POLICE OFFICER	EIGHTEENTH DISTRICT	9/02/89	21.60
SCALLON	JAMES F	POLICE OFFICER	FIRST DISTRICT	2/23/90	100.00
SCAPARDINE	ANTHONY W	POLICE OFFICER	NINTH DISTRICT	2/22/88	771.00
SERPE	CHARLES	POLICE OFFICER	EIGHTEENTH DISTRICT	3/01/90	259.00
SEVENING	MARYANN	POLICE OFFICER	TENTH DISTRICT	6/09/88	81.00
SHADER	JAMES	POLICE OFFICER	CRIME LABORATORY DIVISION	10/06/87	16.00
SIMMONS	BEVERLY	POLICE OFFICER	TENTH DISTRICT	2/13/90	65.00
SKWARSKI-ROWAN	BARBARA A	POLICE OFFICER	YOUTH DIVISION AREA FIVE	9/14/89	1292.00
SMITH	WAYNE	POLICE OFFICER	ELEVENTH DISTRICT	10/24/89	110.00
SOTO	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	6/21/90	496.00
SPANICH	STANLEY M	POLICE OFFICER	MOUNTED UNIT	1/15/90	18.25
SPATAFORA	ANTHONY	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/89	95.00
SPERANDO	JOSEPH	POLICE OFFICER	NINTH DISTRICT	11/09/89	30.00
SPIEGEL	PHYLLIS	POLICE OFFICER	CENTRAL DETENTION SECTION	3/18/90	126.59
SPURLOCK	LESLIE E	POLICE OFFICER	THIRD DISTRICT	3/26/90	538.00
SROKA	RONALD S	POLICE OFFICER	EIGHTEENTH DISTRICT	3/17/90	17.00
SROKA	RONALD S	POLICE OFFICER	EIGHTEENTH DISTRICT	4/10/90	603.00
STEVENSON	GREGORY L	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/04/89	60.00
STEWART	JACKIE	POLICE OFFICER	SIXTH DISTRICT	1/14/83	67.00
STOFFREGEN	ALANE	POLICE OFFICER	TWELFTH DISTRICT	11/16/89	95.00
STROMEK	WALTER F	POLICE OFFICER	TENTH DISTRICT	10/06/83	1481.00
SUN DEMUS	SHANI	POLICE OFFICER	FIRST DISTRICT	10/26/89	50.00
SWEENEY	MICHAEL	POLICE OFFICER	FOURTH DISTRICT	9/03/89	47.00
THOREN	RICHARD F	POLICE OFFICER	NINTH DISTRICT	3/18/90	119.00
TINERELLA	VINCENT P	POLICE OFFICER	TWENTIETH DISTRICT	2/20/90	75.00
TOMASZEWSKI	LOIS C	POLICE OFFICER	SEVENTEENTH DISTRICT	11/11/89	440.00
TUNNO	EUGENE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/07/90	100.00
TYLER	CAROLE	POLICE OFFICER	RECRUIT TRAINING	3/03/89	812.00
VALIENT	BRIDGET	POLICE OFFICER	SEVENTH DISTRICT	3/25/90	300.00
VICK	JOHN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/19/90	254.50
VICK	WILLIAM	POLICE OFFICER	RECRUIT TRAINING	1/03/87	35.00
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	11/12/89	214.00
VOGT	VINCENT J	POLICE OFFICER	SIXTEENTH DISTRICT	3/25/90	470.00
WAGNER	BURT	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/90	187.50
WAGNER	WILLIAM P	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/30/89	295.25

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WEYLAND	DANIEL A	POLICE OFFICER	SIXTEENTH DISTRICT	4/09/89	17.00
WICKRAMASEKERA	CHARLES T	POLICE OFFICER	NINTH DISTRICT	2/08/90	574.00
ZAUCHA	GREYORY	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	5/16/90	104.75
BARBER	GREGORY	FIREFIGHTER	TRUCK 4	1/14/90	390.00
BARRY	EDWARD	LIEUTENANT	TRUCK 39	12/15/89	40.50
BARZ	RICHARD	PARAMEDIC	AMBULANCE 27	3/29/87	65.00
BOEHM	RONALD	LIEUTENANT	ENGINE COMPANY 23	11/20/89	806.70
BOMBENGER	THOMAS	LIEUTENANT	ENGINE COMPANY 121	10/27/85	797.00
CAROLAN	PATRICK	FIREFIGHTER	ENGINE COMPANY 106	11/05/89	298.96
CARBON	BRENDA	FIREFIGHTER	TRUCK 19	10/19/89	340.00
CLARK	MICHAEL	PARAMEDIC	AMBULANCE 35	9/15/89	60.00
DEHLER	ROBERT	FIREFIGHTER	ENGINE COMPANY 7	3/09/90	25.00
DENEEN	DANIEL	FIREFIGHTER	TRUCK 47	9/25/88	42.00
DILL	CORNELIUS	POLICE OFFICER	TRUCK 25	11/29/89	1460.00
DWYER	JOHN E	LIEUTENANT	ENGINE COMPANY 77	12/23/88	112.00
ENGLEHARDT	DONALD	ENGINEER	ENGINE COMPANY 45	11/16/89	725.00
FENNER	LAWRENCE	FIREFIGHTER	ENGINE COMPANY 93	10/13/89	4972.00
FINN	JOHN P	LIEUTENANT	TRUCK 15	1/31/89	21.50
GRABER	JOSEPH	LIEUTENANT	TRUCK 10	2/15/90	29.00
GUTIERREZ	BERNADETTE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	11/16/88	45.00
HALL	DAVID	PARAMEDIC	AMBULANCE 33	5/02/89	1768.00
HARPER	ROBERT	FIREFIGHTER	ENGINE COMPANY 76	1/16/90	19793.82
HORKAVY	JOSEPH	LIEUTENANT	ENGINE COMPANY 113	10/10/89	55.00
HURN	BRIAN	PARAMEDIC	AMBULANCE 14	7/25/88	190.00
JAOLA	MATTHEW	ENGINEER	ENGINE COMPANY 88	2/16/90	44.50
JOHNSON	OLIVER	ENGINEER	ENGINE COMPANY 7	12/11/85	1400.73
KESSELL	JANEEN P	POLICE OFFICER	UNKNOWN	12/28/89	901.00
LAWRENCE	DILLARD R.	FIREFIGHTER	ENGINE COMPANY 73	3/02/90	368.00
LENIHAN	DANIEL	LIEUTENANT	TRUCK 37	12/28/89	540.00
LEVIN	RICHARD	PARAMEDIC	DISTRICT RELIEF 1	2/02/90	519.00
MALONE	EDWIN	ENGINEER	ENGINE COMPANY 5	11/04/87	126.60
MCBRIDE	EUGENE	LIEUTENANT	UNKNOWN	1/08/90	75.00
MCKEE	ROBERT	LIEUTENANT	SQUAD 1	7/12/90	32.00
MCMILLAN	STEPHEN	FIREFIGHTER	TRUCK 27	3/28/88	114.00
MCNAMARA	JOHN E	CAPTAIN	ENGINE COMPANY 54	4/28/89	241.95
MCNAMARA	THOMAS	FIREFIGHTER	ENGINE COMPANY 1/42	3/20/71	6079.23
MEE	JOHN	LIEUTENANT	UNKNOWN	11/08/88	100.00
OBOYLE	LAWRENCE	FIREFIGHTER	SQUAD 5	11/21/89	760.00
OHARA-EMMART	MARYKAY	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	1/09/88	50.00
OLEARY	JOHN	FIREFIGHTER	TRUCK 44	3/11/90	1314.25
PARKER	CLARENCE	FIREFIGHTER	TRUCK 20	8/27/89	60.00
PETERSON	RAYMOND	PARAMEDIC	AMBULANCE 46	9/14/89	595.00
PETRASEK	EDWARD J	CAPTAIN	ENGINE COMPANY 47	6/02/86	105.00
PIWINSKI	JOHN	FIREFIGHTER	SQUAD 2	2/07/90	360.00
PRICE	SAMUEL	FIREFIGHTER	TRUCK 54	12/03/89	16.00
RADKA	GEORGE	PARAMEDIC	AMBULANCE 42	5/10/90	2605.75
RAMIREZ	RONALD	FIREFIGHTER	UNKNOWN	1/20/90	1925.00
REED	JAY	PARAMEDIC	AMBULANCE 38	5/04/87	60.00
ROCKWELL	JAMES	ENGINEER	ENGINE COMPANY 22	3/30/90	426.65

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

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

REGULAR ORDERS

********** EMPLOYEE NAME **********	******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ROGERS JOHN	FIREFIGHTER	TRUCK 17	3/19/90	145.00
ROTH GARY	FIREFIGHTER	SQUAD 1	7/12/90	14.00
ROTZA CHERYL	PARAMEDIC	AMBULANCE 31	8/27/89	4954.68
STULL JOE	FIREFIGHTER	ENGINE COMPANY 47	1/27/90	128.00
SULLIVAN JOHN	FIREFIGHTER	ENGINE COMPANY 23	3/26/90	50.00
TRENCH ROBERT	CAPTAIN	TRUCK 39	7/31/89	109.00
TRENCH TIMONTHY	FIREFIGHTER	TRUCK 20	9/12/89	55.00
TUMPICH JOHN	CAPTAIN	BATTALION 23	11/13/86	55.00
VELEZ FELIPE	PARAMEDIC	DISTRICT HEADQUARTERS 1	2/22/90	50.00
VINSON STANLEY	FIREFIGHTER	TRUCK 34	7/05/89	327.00
WADE DENISE	PARAMEDIC	EMS DISTRICT 1 HEADQUATERS & R	7/01/88	1360.00
WALLACE TYRONE	FIREFIGHTER	ENGINE COMPANY 93	12/14/89	195.00
WARD THOMAS	PARAMEDIC	AMBULANCE 20	3/30/90	530.00
WILLIAMS DAVID A	PARAMEDIC	AMBULANCE 31	6/03/90	83.50
WITT KEITH	LIEUTENANT	ENGINE COMPANY 67	3/20/90	164.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 10/31/90

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AVILA	JOSEPH C	POLICE OFFICER	SEVENTH DISTRICT	8/29/89	600.00
BABA	JENNIFER S	POLICE OFFICER	FOURTEENTH DISTRICT	11/21/89	75.00
BATEY	CHESTER M	POLICE OFFICER	THIRD DISTRICT	12/20/89	118.00
BOND	YOLANDA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/18/90	180.00
BRADY-HEIDT	SANDRA E	POLICE OFFICER	SIXTH DISTRICT	9/11/88	142.35
BROWN	REGINA	POLICE OFFICER	FIFTEENTH DISTRICT	6/29/90	557.00
CASTANEDA	MARIA	POLICE OFFICER	NINETEENTH DISTRICT	6/12/89	185.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	1592.00
DAVIS	JERRY J	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	6/14/89	453.50
DONES	LIONEL	POLICE OFFICER	EIGHTEENTH DISTRICT	3/26/90	119.00
DOTSON	ALFRED	POLICE OFFICER	INTELLIGENCE SECTION	12/14/89	665.00
DOWLING	MARTIN W	POLICE OFFICER	EIGHTH DISTRICT	10/19/89	215.00
ELLMAN	ROBERT	POLICE OFFICER	FOURTH DISTRICT	7/30/89	684.40
FIGUEROA	JUAN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/06/90	195.00
GAMBLE	LORENDA	POLICE OFFICER	SEVENTEENTH DISTRICT	3/01/90	217.50
HESKIN	ROBERT T.	POLICE OFFICER	TWELFTH DISTRICT	4/02/90	839.00
HUGH	STEVEN L	POLICE OFFICER	EIGHTEENTH DISTRICT	1/25/90	225.00
IGYARTO	MICHAEL	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/05/88	165.00
JANKOWSKI	PAUL	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	12/03/89	2114.00
KIEFER-MCGOUGH	KATHLEEN	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	8/04/87	40.00
KOOISTRA	MARK	POLICE OFFICER	THIRD DISTRICT	11/06/89	870.00
LAMEKA JR	FRANK P	POLICE OFFICER	INTELLIGENCE SECTION	9/06/89	638.25
LIONHOOD	RICHARD H	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	5/18/88	175.00
MASLANKA	ANTHONY M	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	7/25/89	37.80
MCFADDEN	ROBERT J.	POLICE OFFICER	OHARE LAW ENFORCEMENT	11/21/89	445.50
MUBIAL	ROBERT W	POLICE OFFICER	INTERSECTION CONTROL UNIT	4/05/90	195.35
NELSON	LAURENCE J	POLICE OFFICER	ELEVENTH DISTRICT	9/21/89	175.00
OVERTON	SUSAN P	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	15034.27
PALADINO	JOHN J	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	7/25/89	37.80
RICHARDSON	THOMAS J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/31/90	987.00
ROSENBUSCH	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	3/01/90	27.00
ROSS JR	PRESTON	POLICE OFFICER	FIFTH DISTRICT	3/08/90	50.00
SANCHEZ	JOHN	POLICE OFFICER	FIRST DISTRICT	7/23/89	370.00
SASSO	JOHN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/29/82	27.79
SHANAS	MARY A	POLICE OFFICER	TWENTIETH DISTRICT	2/24/90	15.00
SHEEHAN	BRIAN R	POLICE OFFICER	TWENTIETH DISTRICT	12/14/89	80.00
SPAGNOLO	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/26/89	50.75
STANCZYK	ARTHUR H	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/20/89	652.00
VANSEGHI	THERESA	POLICE OFFICER	SIXTEENTH DISTRICT	5/11/90	68.00
VINSON	ALEC	POLICE OFFICER	FIFTH DISTRICT	7/17/89	50.00
WEAVER	SEBASTIAN Q	POLICE OFFICER	NINTH DISTRICT	5/27/90	601.40
WONSOWICZ	STANLEY S	POLICE OFFICER	EIGHTH DISTRICT	1/02/90	150.00
HOFFELT	MICHAEL	PARAMEDIC	DISTRICT RELIEF 2	12/22/89	21.00
JANIA	JEROME	PARAMEDIC	AMBULANCE 37	2/22/85	160.00
LAMONICA	JOSEPH	PARAMEDIC	DISTRICT RELIEF 1	12/24/85	650.00
MCLARY	JOSEPH	PARAMEDIC	AMBULANCE 11	7/18/88	95.00
OBOYLE	JAMES	FIREFIGHTER	ENGINE COMPANY 125	4/18/90	1935.00
WALSH	MARTIN	FIREFIGHTER	ENGINE COMPANY 129	9/04/89	6979.87

(Continued from page 22181)

American Legion
May 23 and 24, 1991 -- citywide;

Boys and Girls Clubs of Chicago
April 26, 1991 -- citywide;

Chicago Youth Center
May 17 and 18, 1991 -- citywide; and

The Easter Seal Society of Metropolitan Chicago, Incorporated
May 3 and 4, 1991.

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

COMMITTEE ON AVIATION.

EXECUTION OF AMENDED AND RESTATED AIRPORT USE AGREEMENT AND TERMINAL FACILITIES LEASE WITH UNITED PARCEL SERVICE COMPANY FOR PREMISES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance on October 3, 1990 from the Department of Aviation, authorizing execution of the Amended and Restated Airport Use Agreement at Chicago O'Hare International Airport between the City of Chicago and United Parcel Service Company, having had the same under advisement, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) THOMAS W. CULLERTON,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, United Parcel Service Co. ("Airline") desires to become a signatory to the Amended and Restated Airport Use Agreement dated as of January 1, 1985 ("Use Agreement"); and

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

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

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

SECTION 2. The Mayor or his proxy, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is hereby authorized

to execute the Use Agreement in substantially the form attached hereto as Exhibit 1.

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

Exhibit 1 attached to this ordinance reads as follows:

Exhibit 1.

Amended And Restated Airport Use Agreement And Terminal Facilities Lease.

This Agreement, dated as of January 1, 1985, by and between the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois ("City"), and United Parcel Service Co., a corporation organized and existing under the laws of the State of Delaware ("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 Number 1 dated April 1, 1983 and Amendment Number 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 Number 1 dated May 12, 1983 and Amendment Number 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement"); and

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

Whereas, City and Airline have agreed upon the Airport Development Plan (as hereinafter defined) and desire to set forth their agreement

regarding the financing and construction of the facilities and improvements included in the Airport Development Plan and their respective rights and obligations regarding the use and operation of the Airport;

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

Article I.

Definitions.

Section 1.01. Definitions.

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

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

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

(3) "Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

(4) "Aircraft Operator" means the owner, lessee or operator of an aircraft whether the aircraft so owned, leased or chartered is used for private, military, pleasure or governmental operations, or for airline or non-airline operations, or for scheduled or non-scheduled operations. "Aircraft Operator" shall not mean the pilot of an aircraft unless such pilot is also the owner or lessee thereof or a person to whom such aircraft is chartered.

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

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

(a) "Aircraft Parking Areas" -- those areas adjacent to the Terminal Structures, the International Terminal Structures, and the general aviation building designated for the exclusive and nonexclusive parking, loading and unloading of aircraft;

(b) "Runways" -- runways at the Airport for the landing and taking-off of aircraft;

(c) "Taxiways" -- taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport; and

(d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways" -- facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the F.A.A., signals, beacons, wind indicators, floodlights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

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

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

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

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

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

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

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

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

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

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

(16) "Airport Use Agreement" means (a) this Agreement, (b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the

same expiration date as this Agreement, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

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

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

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

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

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

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

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

(24) "Date of Beneficial Occupancy" means, with respect to Airline's Exclusive Use Premises, the earlier of (a) the date on which such premises are certified by City to be usable by Airline for the conduct of its Air Transportation Business, pursuant to written notice given by City to

Airline; provided, however, that (i) if the construction of such premises is to be completed after the Effective Date, such premises shall not be certified to be so usable until construction of such premises is substantially complete, and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, (ii) if such premises are already constructed and occupied by another person prior to occupancy by Airline, such premises shall not be certified to be so usable until vacated by such other person occupying such premises (including any Airline Party whose Phase I or Phase II Exclusive Use Premises include such premises) and until Airline has had reasonably sufficient time to render such premises usable for the conduct of its Air Transportation Business, and (iii) failure by Airline to complete tenant improvements in a timely manner shall not be the basis for City determining that such premises are not usable for an Air Transportation Business, and (b) the date on which Airline first occupies such premises and conducts its Air Transportation Business therein pursuant to Section 4.03(b).

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

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

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

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

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

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

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

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

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

(34) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(35) "Federal Inspection Service Facility" means facilities provided for the United States Customs Service, the United States Immigration and Naturalization Service, the United States Department of Health and Human Services, and the United States Department of Agriculture, and any successor departments or services thereto, for the processing of arriving international passengers.

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

(37) "Fee Landing" means any landing at the Airport of an aircraft except (a) an aircraft which takes off from the Airport and, without making a stop at any other airport, returns to and lands at the Airport because of meteorological conditions, mechanical or operating causes, or any similar emergency or precautionary reason, or (b) an aircraft which is owned by and used exclusively in the service of the United States of America or the government of any state, territory or possession thereof or therein.

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

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

(40) "Fueling System" means those structures, improvements and facilities consisting of the existing fueling system leased under the Fueling System Lease Agreement at the Airport dated as of January 1,

1959 and the Capital Project described in the Airport Development Plan as the Fueling System, all as described on Exhibit H, which are located on land described as Land Support Area on Exhibit G or land described as Airfield Area on Exhibit D.

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

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

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

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

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

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

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

(48) "Ground Transportation System" means the system operated by City, either directly or through an independent contractor, and employed

in the conveyance of passengers and employees solely within the boundaries of the Airport, including all vehicles, equipment, stations, maintenance areas and rights-of-way of such system.

(49) "Independent Accountant" means a certified public accountant selected by City, and approved by Majority-in-Interest, licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party, (b) shall be satisfactory to the Trustee, if any, and (c) may be the accountant that regularly audits the books of City or the Airport.

(50) "Independent Airport Consultant" means a consultant selected by City, after reasonable notice given to the Airlines' Representative, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

(51) "Independent Architect or Engineer" means an architect or engineer selected by City, after reasonable notice given to the Airlines' Representative, authorized to practice in the State of Illinois, and who, in the case of an individual, shall not be a director, officer or employee of either City or any Airline Party.

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

(a) "International Terminal Structures" -- international passenger terminal buildings, including concourses, hold areas and all connecting structures, Federal Inspection Service Facilities, passenger walkways and tunnels; excluding, however, such portions thereof as may be set aside to accommodate the Ground Transportation System;

(b) "F.I.S. Relocation Facility" -- that facility used as a Federal Inspection Service Facility as provided in the Airport Development Plan; and

(c) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the International Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with International Terminal Structures.

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

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

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

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

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

(57) "Land Support Area" means the land and air rights identified as Land Support Area on Exhibit G attached hereto, and, except as otherwise provided herein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

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

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

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

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

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

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

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

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

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

(c) Chicago-O'Hare International Airport Revenue Bonds, Series B of 1961, dated January 1, 1961, issued pursuant to Section 2.15 of the 1959 Bond Ordinance in the original aggregate principal amount of $4,000,000;

(d) Chicago-O'Hare International Airport Revenue Bonds, Series of 1967, dated July 1, 1967, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $5,000,000;

(e) Chicago-O'Hare International Airport Revenue Bonds, Series of 1968, dated July 1, 1968, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $18,000,000;

(f) Chicago-O'Hare International Airport Revenue Bonds, Series of March, 1970, dated March 1, 1970, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $52,000,000; and

(g) Chicago-O'Hare International Airport Revenue Bonds, Series of 1972, dated July 1, 1972, issued pursuant to Section 2.16 of the 1959 Bond Ordinance in the original aggregate principal amount of $8,000,000.

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

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

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

(a) the following costs and expenses incurred by City for employees of City employed at the Airport, or doing work involving the Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension

funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Airport;

(e) costs of rentals of equipment or other personal property;

(f) costs of rentals of real property under leases approved by a Majority-in-Interest;

(g) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the Airport or its operations;

(h) Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees and indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), unpaid by any Airline Party when due and reasonably deemed by City to be uncollectible after collection efforts have been undertaken by City in accordance with Section 16.03, but only to the extent such rentals, charges and fees have not been paid out of funds available therefor in the Emergency Reserve Fund pursuant to Section 11.03(b), or in the Airport Development Fund pursuant to Section 10.04(c);

(i) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Airport;

(j) costs of advertising at or for the Airport;

(k) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing

or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the Airport or any of its structures or facilities;

(l) required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund;

(m) except to the extent capitalized, trustees' fees, paying agents' fees, and all other fees and expenses incurred in order to comply with the provisions of any ordinance or resolution authorizing obligations issued pursuant to Article VIII;

(n) the liabilities and costs described in Section 19.01(a)(i); and

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

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

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

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

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

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

(73) "Public Use Premises" means, at any time, those areas and facilities which, at such time, are part of the Terminal Area and are not any Airline Party's Exclusive Use Premises, and which consist of, among other things, common areas for passenger movement, Terminal Area Concession Areas, basement areas, City offices and operations areas, public restrooms, public waiting areas, entrances, exits, chases, building support areas not open to the general public (such as mechanical and electrical areas, janitor closets, and heating and refrigeration facilities), and premises which are designed for exclusive use but are not then leased to any Airline Party for its exclusive use and occupancy. Public Use

Premises shall be either Type A Public Use Premises or Type B Public Use Premises.

(74) "Qualified Investments" means:

(a) any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America;

(b) deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking association, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by obligations referred to in subsection (a) above or (d) or (e) below having a current market value (exclusive of accrued interest) at least equal to one hundred ten percent (110%) of the amount of such deposits, marked to market monthly, and which obligations referred to in subsection (a) above or (d) or (e) below shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of City and the Trustee, with another bank, trust company or national banking association for the benefit of City and the appropriate fund or account as collateral security for such deposits;

(c) direct and general obligations of any state of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, 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 transfers to the Trustee for deposit into the Revenue Fund pursuant to Sections 13.03 and 13.04; provided, however, that Revenues shall not include: (a) any amounts derived by City from Special Facility Financial Arrangements entered into in connection with Special Facility Improvements to the extent such amounts derived are required to pay principal of, premium, if

any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (b) the proceeds of any passenger facility charge or similar tax levied by or on behalf of City, (c) interest accruing on, and any profit resulting from the investment of, moneys in the Airport Development Fund, the Emergency Reserve Fund, and the Construction Fund, (d) Government Grants-in-Aid (except to the extent used or to be used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of General Airport Revenue Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by City.

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

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

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

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

(81) "Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds

of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance such Special Facility Revenue Bonds or funds of the user thereof, such building, facility or improvement, or such portion thereof, to which such General Airport Revenue Bonds or Junior Lien Obligations are attributable shall no longer be deemed to be a Special Facility Improvement.

(82) "Special Facility Revenue Bond and Other Debt Service" means, for any Fiscal Year, principal, premium, if any, interest, and any additional amounts payable by any Airline Party to a trustee or paying agent pursuant to the terms of an applicable indenture or ordinance, for such Fiscal Year, reduced by an amount equal to any interest payable on such obligations during such Fiscal Year from the proceeds of the sale of such obligations and from investment income thereon (but not including any amounts paid out of an escrow established to advance refund such Special Facility Revenue Bonds or other debt) on (a) Special Facility Revenue Bonds, and (b) any other notes, bonds, debentures or other evidences of indebtedness of any person, issued in either case pursuant to Section 8.02 or if Majority-in-Interest approval has been given therefor.

(83) "Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of City, with respect to which the principal, premium, if any, and interest are payable solely from proceeds of the sale of such bonds and from rentals or other charges derived by City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of City, and for which City has no taxing obligation.

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

(a) "Terminal Structures" -- all passenger terminal buildings (including passenger terminal buildings which are or include Special Facility Improvements), connecting structures, passenger walkways and tunnels, concourses, hold areas, Federal Inspection Service Facilities, if any, and control towers maintained by City; excluding, however, (i) such portions thereof as may be set aside to accommodate the Ground Transportation System, and (ii) any International Terminal Structures so long as such structures are used as international terminal facilities; and

(b) "Heating and Refrigeration Plant" -- such portion of the heating and refrigeration plant at the Airport as is designated as part of the Terminal Area in the Airport Development Plan, and all ducts, pipes and other utility connections with Terminal Structures.

Debt Service allocated to the Terminal Area shall also include the Debt Service on Capital Projects, or allocable portions thereof, which are not located on the land identified as Terminal Area on Exhibit C but which are nevertheless allocated to the Terminal Area in the Airport Development Plan.

(85) "Terminal Area Concession Areas" means those portions of the Terminal Area leased to persons from whom payments to City pursuant to such leases constitute Concession Revenues.

(86) "Terminal Area Rentals" means, with respect to each Airline Party, the Terminal Area Rentals calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(87) "Terminal Area Use Charges" means, with respect to each Airline Party, the Terminal Area Use Charges calculated pursuant to Article V of such Airline Party's Airport Use Agreement.

(88) "Terminal Building No. 1" means the terminal building identified on Exhibit C, attached hereto as Terminal Building No. 1, and the associated satellite concourse building.

(89) "Terminal Building No. 3 -- Expansion" means that portion of the Terminal Area identified on Exhibit C attached hereto as Terminal Building No. 3 -- Expansion and Concourse L.

(90) "Terminal Buildings No. 2 and No. 3" means the terminal buildings (not including Terminal Building No. 3 -- Expansion or any extensions made after the Effective Date to Concourses F, G, H, or K) identified on Exhibit C, attached hereto as Terminal Building No. 2 and Terminal Building No. 3, and associated concourses, respectively.

(91) "Terminal Structures" means that part of the Airport defined as such in the definition of "Terminal Area".

(92) "Terminal Support Area" means the land identified as Terminal Support Area on Exhibit F attached hereto, and, except as otherwise provided herein, all structures and facilities now or hereafter located thereon, including the following:

(a) "Parking Facilities" -- all public garage and public and employee parking areas and all roads and facilities serving such parking areas, excluding, however, the F.I.S. Relocation Facility for so long as such facility is used as an international terminal facility;

(b) "Roadways and Related Facilities" -- all roadways and roadway rights-of-way, ramps, sidewalks, parkways, service stations, areas leased to car rental and ground transportation concessions;

(c) "Ground Transportation System and Related Facilities" -- the surface right-of-way and all other land used for the Ground Transportation System and all facilities and equipment forming part of the Ground Transportation System; and

(d) "O'Hare Hilton Hotel" -- the building identified on Exhibit F, attached hereto as the O'Hare Hilton Hotel building, and any additions and improvements thereto.

(93) "Trustee" means the trustee appointed under the General Airport Revenue Bond Ordinance or any successor thereto.

(94) "Type A Public Use Premises" means all Public Use Premises of Terminal Buildings No. 2 and No. 3, and all Terminal Area Concession Areas, wherever located in the Terminal Area.

(95) "Type B Public Use Premises" means all Public Use Premises other than Type A Public Use Premises.

Section 1.02. Interpretation.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this Agreement refer to this Agreement.

(b) All Article and Section references, unless otherwise expressly indicated, are to Articles and Sections of this Agreement and to the same Articles and Sections of each other Airline Party's Airport Use Agreement.

(c) Words importing persons shall include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) Words importing the singular shall include the plural and vice versa.

(f) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed in that state.

Section 1.03. Incorporation Of Exhibits.

The following Exhibits attached hereto are hereby made a part of this Agreement:

Exhibit A	Chicago-O'Hare International Airport
Exhibit B	Airport Development Plan
Exhibit C	Terminal Area
Exhibit D	Airfield Area
Exhibit E	International Terminal Area
Exhibit F	Terminal Support Area
Exhibit G	Land Support Area
Exhibit H	Fueling System
Exhibit I	General Airport Revenue Bond Ordinance
Exhibit J	Airline's Phase I Exclusive Use Premises
Exhibit J-1	Airline's Phase II Exclusive Use Premises

Exhibit J-2*	Airline's Phase III Exclusive Use Premises
Exhibit K	Airline's Phase I Aircraft Parking Areas
Exhibit K-1	Airline's Phase II Aircraft Parking Areas
Exhibit K-2*	Airline's Phase III Aircraft Parking Areas
Exhibit L	System of Allocation of O. & M. Expenses and Non-Use Agreement Revenues
Exhibit M	Identification of Existing Leases and Other Agreements of Airline to be Extended
Exhibit N	Description of O. & M. Responsibilities
Exhibit O	Allocation of Revenues to Funds Established Under General Airport Revenue Bond Ordinance
Exhibit P	Algebraic Representation and Hypothetical Calculations of Terminal Area Use Charges
Exhibit Q	Terminal Finish Standards

Article II.

Term.

Section 2.01. Term Of Agreement.

This Agreement shall become effective on the date on which this Agreement is executed and delivered by City and Airline, and shall terminate on May 11, 2018. Notwithstanding the foregoing, the "Effective Date" as used in this Agreement shall mean May 12, 1983.

* If applicable

Article III.

Grant Of Rights.

Section 3.01. Use Of Airfield Area And Aircraft Parking Areas.

(a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

(i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;

(ii) The right to use Airline's Aircraft Parking Area to permit Airline's employees, agents and contractors to load and unload persons, property, cargo and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;

(iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

(iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, on Airline's Aircraft Parking Areas; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly considered routine ramp servicing (which term includes the activities referred to in item (iii) above);

(v) The right to park aircraft on Aircraft Parking Areas designated from time to time by City as available for common use;

(vi) Subject to Section 3.07(f), the right to train personnel in its employ or under its direction;

(vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

(viii) The right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations;

(ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, foods, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;

(x) The installation, maintenance and operation by Airline, alone or jointly with one or more other Airline Parties, of aircraft air-conditioning equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and

(xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjunction with any other Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party

jointly. The rights enumerated in item (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

Section 3.02. Communications Equipment.

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

Section 3.03. Use Of Exclusive Use Premises.

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

(i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment;

(ii) The enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees or by self-service equipment operated by customers or passengers of Airline;

(iii) The installation, maintenance and operation of radio and other communications equipment and information and data processing equipment;

(iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by

law, Airline may serve food and beverages with or without charge;

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

(vi) The maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's employees, with the further right to do any and all things necessary, required or convenient therewith including the imposition of charges for such food and beverages; provided, however, that the location of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and

(vii) The maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not otherwise available in the Terminal Area) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Airline may, with the prior written approval of City and other appropriate governmental authorities, use Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

Section 3.04. Use Of Public Use Premises And Other Public Areas; Ingress And Egress.

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials and furnishers of services shall have the nonexclusive right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities, and equipment now or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from, or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

Section 3.05. Handling Agreements.

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, Airline's Aircraft Parking Areas, and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

Section 3.06. Construction, Operation And Maintenance And Use Of Fueling System.

Airline shall have the obligation to construct and operate and maintain, and the non-exclusive right to use, in common with others, the Fueling System, which obligation and right shall be governed by, and subject to the restrictions contained in, that certain Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City, Airline and various persons engaged in an Air Transportation Business. Any Airline Party or International Terminal Area Airline Party that is not a signatory to the Fueling System Lease shall not have the benefits or obligations of a lessee thereunder.

Section 3.07. Restrictions.

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the Terminal Area and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is

necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the Runways and Taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the Terminal Area of any vending machine or device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary F.A.A. qualification flights, and shall coordinate such training and other non-scheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights,

City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

Article IV.

Lease Of Terminal Facilities.

Section 4.01. Introduction.

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage. The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02. Phase I Exclusive Use Premises.

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal -- 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 0 square feet of which 0 square feet shall be deemed Airline's Existing Footage, and 0 square feet shall be deemed Airline's Additional Footage.

Section 4.03. Phase II And Phase III Exclusive Use Premises.

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), City shall, without any further action, lease to Airline and Airline shall, without any further action, hire and take from City for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such premises, subject to all of the terms and conditions of this Agreement (including Exhibit J-1).

(ii) City and Airline agree that the size, design and other details of Terminal Building No. 1 and extensions to Concourses F, G, H, K and L are in the conceptual stage as of the Effective Date and are subject to changes and refinements prior to final design, construction and equipping. Changes and refinements of any premises in the Terminal Area shall be approved by City and any Airline Party having Exclusive Use Premises in such premises; provided, however, no such changes or refinements shall be inconsistent with or contrary to the provisions of Section 9.03(b) or the description of "Project Scope" included in the Airport Development Plan. At the time of such changes or refinements, such amendments shall be made to Exhibits J-1, J-2, K-1 and K-2 as are necessary or appropriate.

(b) Prior to the date on which City certifies Airline's Phase II Exclusive Use Premises to be usable for the conduct of Airline's Air Transportation Business, Airline may, subject to the prior written approval of the Commissioner, nevertheless elect to occupy all or a portion of such Phase II Exclusive Use Premises for the purpose of conducting its Air Transportation Business. In its notice to the Commissioner of such election, Airline shall state the location and number of square feet of such Phase II Exclusive Use

Premises which Airline elects to occupy, and the number of square feet, if any, of Airline's Phase I Exclusive Use Premises which Airline agrees to vacate and surrender in connection therewith. If the Commissioner grants his prior written approval to Airline to occupy a portion of such Phase II Exclusive Use Premises pursuant to this subsection (b), City shall lease to Airline, and Airline shall take and hire from City, for Airline's exclusive use, and shall pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, such portion of Phase II Exclusive Use Premises so approved; provided, however, that Airline shall, within thirty (30) days of occupying such portion of its Phase II Exclusive Use Premises, vacate and surrender the number of square feet of its Phase I Exclusive Use Premises which Airline has agreed to vacate.

(c) Within thirty (30) days after the Date of Beneficial Occupancy of all or a portion of Airline's Phase II (and Phase III, if Airline will have Phase III) Exclusive Use Premises, City and the Airlines' Representative will take field measurements of the premises so occupied and Exhibit J-1 (and J-2, if applicable) shall be amended, if necessary, to reflect such field measurements. Each such field measurement of Airline's and each other Airline Party's Exclusive Use Premises shall be made on the same basis using the same standard of measurement.

(d) No later than the earlier to occur of (i) thirty (30) days after the date described in Section 1.01(24)(b) has occurred, or (ii) ninety (90) days after the date described in Section 1.01(24)(a) has occurred, with respect to Airline's Phase II Exclusive Use Premises, Airline shall vacate and surrender all portions of Airline's Phase I Exclusive Use Premises which are not part of its Phase II Exclusive Use Premises; provided, however, that upon application by Airline, the Commissioner may extend the time period within which Airline must vacate and surrender such Phase I Exclusive Use Premises.

(e) As of the Date of Beneficial Occupancy of all or a portion of Airline's Phase II Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to include all or such portion, as the case may be, of such premises. As of the date of actual vacation of all or a portion of Airline's Phase I Exclusive Use Premises, subsection (a) of Section 4.02 hereof shall be deemed to be amended to exclude all or such portion, as the case may be, of such premises.

(f) At such time as subsection (a) of Section 4.02 hereof is deemed to be amended to include or exclude certain premises from the description of Airline's Exclusive Use Premises, subsection (b) of Section 4.02 hereof shall likewise be deemed to be amended to reflect the increase or decrease, if any, in the number of square feet comprising Airline's Exclusive Use Premises. Except as provided in subsection (b) of Section 8.01, except as required to make minor adjustments to accommodate Airline Party relocations (in which increases in Existing Footage shall not exceed 1,500 square feet) or to

render lease limit lines in baggage areas uniform; or (only with regards to decreases in Exclusive Use Premises) except as may be specified in Exhibit J-1 (or J-2, if applicable), any such increase or decrease in the number of square feet of Airline's Exclusive Use Premises shall be an increase or decrease in the number of square feet of Airline's Additional Footage to the same extent; provided, however, that any decrease in excess of the total number of square feet of Airline's Additional Footage shall be a decrease in the number of square feet of Airline's Existing Footage to the extent of such excess. The calculation of Airline's Terminal Area Rentals and Terminal Area Use Charges shall be adjusted as of the date of such amendments to Section 4.02 hereof.

(g) City shall make Airline's Phase II Exclusive Use Premises available to Airline and Airline's contractors at the earliest practicable date to permit construction and installation by Airline of fixtures, equipment and improvements necessary or desirable to permit such premises to be used by Airline for their intended purposes. Any construction and installation of fixtures must comply with the requirements of Section 15.02.

(h) Within the time provided in subsection (d) of this Section 4.03 and subject to the provisions of Section 9.12, Airline shall remove, to the extent feasible, from any premises vacated by Airline, all trade fixtures, tools, machinery, equipment (including, without limitation, aircraft loading bridges and devices, baggage systems and communications equipment), supplies, materials and other removable property belonging to Airline; provided, however, that Airline shall promptly repair any damage to such premises caused by such removal. Airline may sell any such property to any person, and City shall have no right under this Agreement to approve the amount received by Airline therefor.

(i) As of the date that Section 4.02 hereof is deemed to be amended to include in Airline's Exclusive Use Premises any premises vacated by another Airline Party, Airline shall assume in writing such other Airline Party's obligations, insofar as they relate to such Exclusive Use Premises, under the Fueling System Lease Agreement at the Airport, dated as of January 1, 1959, or any successor agreement thereto, and the Lockheed Fuel Services Agreement at the Airport, dated as of February 1, 1960, or any successor agreement thereto.

(j) If Airline will occupy Exclusive Use Premises in two phases prior to occupancy of its final Exclusive Use Premises, there shall be attached hereto an exhibit entitled Exhibit J-2 which shall describe Airline's Phase III Exclusive Use Premises. All of the provisions of subsections (a) through (i) of this Section 4.03 shall be applicable to any transition from Phase II Exclusive Use Premises to Phase III Exclusive Use Premises.

Section 4.04. Aircraft Parking Areas.

(a) City hereby grants to Airline, and Airline hereby accepts from City, for so long as Airline occupies all or any portion of its Phase I Exclusive Use Premises, the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase I Exclusive Use Premises, as shown on Exhibit K attached hereto. On and after the Date of Beneficial Occupancy of all or any portion of Airline's Phase II Exclusive Use Premises, and for so long as Airline occupies such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas immediately adjacent to all or such portion of Airline's Phase II Exclusive Use Premises, as shown on Exhibit K-1 attached hereto. In the event that Airline will occupy Phase III Exclusive Use Premises, then on the Date of Beneficial Occupancy thereof, and for so long as Airline occupies all or any portion of such premises, Airline shall have the exclusive right to use the Aircraft Parking Areas adjacent to all or such portion of Airline's Phase III Exclusive Use Premises, as shown on Exhibit K-2 attached hereto.

(b) Subject to the provisions of Section 3.06, Airline's right to use Airline's Aircraft Parking Areas shall include the right to install hydrant fueling and shall be subject to the installation, maintenance, use and operation of underground piping and related facilities of the Fueling System.

Article V.

Calculation Of Rentals, Fees And Charges.

Section 5.01. General Commitment.

(a) For the purpose of fairly allocating the net cost of operating, maintaining and developing the Airport among all of the Airline Parties, various areas of the Airport have been grouped together for the purpose of accounting for Revenues, O. & M. Expenses and Debt Service. Each such area is a Cost-Revenue Center as defined in Article I. The net cost of each Cost-Revenue Center shall be determined pursuant to the provisions of this Article V, and Articles VI, XII, XIII and XIV. A pro rata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing

obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

Section 5.02. Terminal Area Rentals.

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City equal to $5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

Section 5.03. Terminal Area Use Charges.

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

(i) Airline's pro rata share, if any, established pursuant to Section 5.04(a) of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Exclusive Use Premises (other than Exclusive Use Premises which are part of a Special Facility Improvement); and

(2) Special Facility Revenue Bond and Other Debt Service attributable pursuant to Section 6.01(b) to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement;

plus

(ii) Airline's pro rata share, if any, established pursuant to Section 5.04(b), of Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type B Public Use Premises and to relocation costs incurred pursuant to Section 9.13;

plus

(iii) Airline's pro rata share, established pursuant to Section 5.04(c), of

(1) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to Type A Public Use Premises, to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), and to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

(2) O. & M. Expenses of the Terminal Area identified in accordance with Section 6.02;

(3) Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, and Special Capital Projects Fund payment requirements, if any, pursuant to Section 7.10, as each such payment requirement is allocated pursuant to Section 6.03 to the Terminal Area; and

(4) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

minus

(iv) Airline's pro rata share, established pursuant to Section 5.04(c), of

(1) Non-Use Agreement Revenues of the Terminal Area identified in accordance with Section 6.02 and Section 13.04; and

(2) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the Terminal Area;

plus

(v) Airline's pro rata share, if any, established pursuant to Section 5.05 of additional Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Area;

plus

(vi) Debt Service, if any (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to Airline's tenant improvements in accordance with Section 6.01.

(b) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a credit against its Terminal Area Use Charges and Terminal Area Rentals for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) of such Special Facility Revenue Bond and Other Debt Service payable by such Airline Party for such Fiscal Year allocated in accordance with Sections 6.01(a) and 6.01(b) to (i) the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement, (ii) Public Use Premises or (iii) the Terminal Support Area. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges and Terminal Area Rentals for such month, such Airline Party shall receive a credit against its Landing Fees for such month. If, in any month, such credit exceeds the aggregate amount of such Airline Party's Terminal Area Use Charges, Terminal Area Rentals and Landing Fees for such month, such Airline Party shall receive a credit against such charges, rentals and fees for the next succeeding months during such Fiscal Year equal to such excess. To the extent that any such credits are not exhausted during such Fiscal Year, then such Airline Party shall receive a cash payment from City in the amount of such unexhausted credits within thirty (30) days of receipt by such Airline Party of the Final Audit for such Fiscal Year.

(c) An algebraic representation of the formula set forth in this Section 5.03, as applied to two hypothetical situations, is attached hereto as Exhibit P for illustrative purposes only.

Section 5.04. Airline's Pro Rata Share.

(a) Airline's pro rata share set forth in Section 5.03(a)(i) of Debt Service and Special Facility Revenue Bond and Other Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(a), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall not be deemed to be Additional Footage. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund, or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.04(a), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(b) Airline's pro rata share set forth in Section 5.03(a)(ii) of Debt Service shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.04(b), any portion of a Special Facility Improvement in the Terminal Area designated as Additional Footage shall be deemed to be Additional Footage.

(c) Airline's pro rata share set forth in Sections 5.03(a)(iii) and (iv) of Debt Service, O. & M. Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

Section 5.05. Special Allocations Of Additional Terminal Area Debt Service.

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

(i) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Exclusive Use Premises once the Date of Beneficial Occupancy with respect thereto has occurred; provided, however, that with respect to any such premises in a Special Facility Improvement, only that portion of the Special Facility Revenue Bond and Other Debt Service, if any, payable prior to the Date of Beneficial Occupancy, which is attributable pursuant to Section 6.01(b) to the Existing Footage portion of such Exclusive Use Premises, shall be deemed to be included for purposes of this Section 5.05(a)(i). Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(i), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction, but shall not include any Additional Footage which is part of a Special Facility Improvement. In the event that General Airport Revenue Bonds or Junior Lien Obligations are issued to redeem, refund or otherwise refinance the Special Facility Revenue Bonds or other funds of the user of a Special Facility Improvement such that such building, facility or improvement, or portion thereof, is no longer deemed to be a Special Facility Improvement, then for purposes of this Section 5.05(a)(i), the portion thereof designated as Additional Footage shall be deemed to be Additional Footage.

(ii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type B Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Additional Footage by (2) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(a)(ii), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof if such premises are included in that portion of the Terminal Area under construction.

(iii) Airline shall pay its pro rata share of such Debt Service, if any, (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated in accordance with Section 6.01 to that portion of the Terminal Area which will become Type A Public Use Premises. Airline's pro rata share shall be the percentage established by dividing (1) the total number of square feet of Airline's Exclusive Use Premises by (2) the total number of square feet of Exclusive Use Premises of all Airline Parties. For purposes of this Section 5.05(a)(iii), that portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be Exclusive Use Premises.

(b) Airline shall pay its pro rata share of all Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)), whenever payable, on the following Capital Projects: TA 2, TA 5, TA 6, TA 8, TA 9, TA 10, TA 12 and TA 13, all as so designated and described in the Airport Development Plan. Airline's pro rata share shall be the percentage established by dividing (i) the total number of square feet of Airline's Additional Footage by (ii) the total number of square feet of Additional Footage of all Airline Parties. For purposes of this Section 5.05(b), Additional Footage shall include the Additional Footage portion of a Special Facility Improvement in the Terminal Area and the Additional Footage portion of each Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 5.06. Landing Fees.

(a) At such times and in such manner as provided in Article VII, Airline shall pay a Landing Fee to City for each Fee Landing of an aircraft operated by Airline. The Landing Fee shall be an amount equal to the product of (i) the number of thousands of pounds of the Approved Maximum Landing Weight of the aircraft involved in the Fee Landing, multiplied by (ii) the Landing Fee Rate.

(b) The Landing Fee Rate for any Fiscal Year shall be determined (to the nearest 1/10th of one cent per each one thousand pounds) by dividing the Net Cost of the Airfield Area (as defined in Section 5.07), for such Fiscal Year, by the total Approved Maximum Landing Weight in thousand-pound units of all aircraft of all Airline Parties landed in Fee Landings during such Fiscal Year.

(c) Notwithstanding any other provisions of this Agreement, with respect to any Fiscal Year during which any Airline Party is obligated pursuant to a Special Facility Financing Arrangement to make Special Facility Revenue Bond and Other Debt Service payments, such Airline Party shall receive a

credit against its Landing Fees for each month during such Fiscal Year in an amount equal to one-twelfth (1/12) 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 C.R.C.s. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be allocated thirty-five percent (35%) to the Terminal Area, thirty-five percent (35%) to the Airfield Area, twenty percent (20%) to the Terminal Support Area and ten percent (10%) to the International Terminal Area; and, provided, further, that Debt Service attributable to the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund, for each Fiscal Year, shall be allocated among the C.R.C.s in the same proportion as O. & M. Expenses, for such Fiscal Year, are allocated among the C.R.C.s. Such allocation shall separately identify Debt Service allocated to the Terminal Area for (i) all Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special

Facility Improvement), (ii) any Exclusive Use Premises which are part of a Special Facility Improvement, (iii) tenant improvements pursuant to Section 9.12, (iv) relocation costs incurred pursuant to Section 9.13, (v) Type A Public Use Premises, (vi) Type B Public Use Premises, (vii) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (viii) those Capital Projects enumerated in Section 5.05(b), and (ix) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund; and shall separately identify Debt Service, if any, during construction for each of the foregoing.

(b) Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement shall equal the amount of Special Facility Revenue Bond and Other Debt Service allocated to all of such Exclusive Use Premises pursuant to Section 6.01(a)(ii)("S") minus an amount equal to the product of (i) "S" times (ii) a fraction, the numerator of which shall be the number of square feet of such Exclusive Use Premises consisting of Additional Footage ("T") and the denominator of which shall be the total number of square feet of such Exclusive Use Premises ("U") times (iii) a fraction, the numerator of which shall be the total number of square feet of Exclusive Use Premises of all Airline Parties (including Exclusive Use Premises which are part of a Special Facility Improvement) to which Debt Service is allocable pursuant to Section 6.01(a)("V") and the denominator of which shall be the total number of square feet of Additional Footage of all Airline Parties (including Additional Footage which is part of a Special Facility Improvement) ("W"). An algebraic representation of the calculation of the Special Facility Revenue Bond and Other Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement is as follows:

$$S - (S \times \frac{T}{U} \times \frac{V}{W})$$

(c) Debt Service attributable to the refinancing, refunding or redemption of any General Airport Revenue Bonds, Junior Lien Obligations, Special Facility Revenue Bonds or other obligations shall be allocated among the C.R.C.s (and within a C.R.C.) to reflect the actual expenditures made out of the proceeds of such refinanced, refunded or redeemed bonds or other obligations.

(d) Debt Service attributable to the refinancing, refunding or redemption of any 1959 Bonds shall be allocated equally between the Terminal Area and the Airfield Area. All of such Debt Service allocated to the Terminal Area shall be allocated to Type A Public Use Premises.

(e) As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements of this Section 6.01.

Section 6.02. Operation And Maintenance Expenses; Non-Use Agreement Revenues; Investment Income.

(a) City shall maintain accurate records allocating O. &. M. Expenses and Non-Use Agreement Revenues for each Fiscal Year in accordance with Exhibit L attached hereto; provided, however, that all O. & M. Expenses described in Section 1.01(67)(h) and (n) shall be allocated to the Airfield Area. As part of the Final Audit, the Independent Accountant shall review the records of City for the purpose of determining compliance with the allocation requirements set forth in Exhibit L attached hereto.

(b) Investment Income, for each Fiscal Year, shall be allocated among the C.R.C.s, and within the Terminal Area, on the same basis and in the same proportion as Debt Service, for such Fiscal Year, is allocated among the C.R.C.s, and within the Terminal Area.

Section 6.03. Airport Development Fund, Emergency Reserve Fund And Special Capital Projects Fund Payment Requirements.

(a) The Airport Development Fund and Emergency Reserve Fund payment requirements calculated pursuant to Sections 10.02 and 11.02, respectively, shall be allocated between the Terminal Area and the Airfield Area in the same ratio as (i) the sum of Terminal Area Rentals and Terminal Area Use Charges for all Airline Parties for the preceding Fiscal Year bears to (ii) Landing Fees for all Airline Parties for the preceding Fiscal Year.

(b) Any Special Capital Projects Fund payment requirements approved by a Majority-in-Interest shall be allocated to the Terminal Area or the Airfield Area as approved by a Majority-in-Interest.

Section 6.04. Allocation Of Terminal Support Area Net Deficit Or Net Revenues.

Terminal Support Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 12.01, shall be allocated between the Terminal Area and the International Terminal Area in the same ratio as (i) the number of Enplaned Passengers of the Terminal Area for such Fiscal Year bears to (ii) the number of Enplaned Passengers of the International Terminal Area for such Fiscal Year.

Section 6.05. Allocation Of International Terminal Area Net Deficit Or Net Revenues.

International Terminal Area Net Deficit or Net Revenues for any Fiscal Year, calculated in accordance with Section 14.02, shall be allocated to the Airfield Area.

Article VII.

Payment Of Landing Fees, Terminal Area Use Charges And Fueling System Fees.

Section 7.01. Information On Airline Operations.

Not earlier than one hundred twenty (120) days nor later than one hundred (100) days prior to the end of each Fiscal Year, Airline shall furnish City with an estimate of (a) the total Approved Maximum Landing Weight of all aircraft to be landed at the Airport by Airline during the next ensuing Fiscal Year, (b) the total number of Enplaned Passengers of Airline at the Airport for the next ensuing Fiscal Year, and (c) the total number of gallons of aviation fuel to be distributed from the Fueling System to Airline during the next ensuing Fiscal Year.

Section 7.02. Preliminary Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than seventy (70) days prior to the end of each Fiscal Year, City shall furnish Airline with a projection for the next ensuing Fiscal Year of (a) the Landing Fee Rate, (b) Airline's Terminal Area Use Charges and (c) Airline's Fueling System Fees. Unless City reasonably believes the information submitted to City pursuant to Section 7.01 to be unreasonable or inaccurate, the projection (the "Preliminary Projection of Fees and Charges") shall incorporate such information, and shall present, for the Airport in its entirety and for each C.R.C., the latest available data on current operations of the Airport, a pro forma projection for the entire current Fiscal Year, and an estimate of each of the following items for the next ensuing Fiscal Year:

(i) Debt Service (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);

(ii) Operation and Maintenance Expenses;

(iii) Non-Use Agreement Revenues;

(iv) Investment Income;

(v) The Airport Development Fund payment requirements;

(vi) The Emergency Reserve Fund payment requirements;

(vii) The Special Capital Projects Fund payment requirements;

(viii) The Operation and Maintenance Reserve Fund payment requirements; and

(ix) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O. & M. Expenses relating to the operation of any Ground Transportation System.

Section 7.03. Projection Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees, Terminal Area Use Charges and Fueling System Fees for the next ensuing Fiscal Year unless and until revised pursuant to Section 7.06. In no event shall the projection of Landing Fees, Terminal Area Use Charges or Fueling System Fees of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.04. No Effect On Capital Project Approval Process.

To the extent that either the Preliminary Projection of Fees and Charges

or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

Section 7.05. Payment Of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees And Fueling System Fees.

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use Premises, and beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(c) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline or the "Operator" as designated in the Fueling System Lease on Airline's behalf shall furnish City with a statement, signed by an authorized representative of Airline or the "Operator" as designated in the Fueling System Lease, certifying the actual number of gallons of aviation fuel distributed from the Fueling System to Airline during the preceding month, together with payment of Airline's Fueling System Fees for such preceding month, calculated by multiplying the total number of gallons of

aviation fuel distributed from the Fueling System to Airline during such preceding month by the Fueling System Fee Rate for such preceding month.

Section 7.06. Midyear Adjustment Of Landing Fee Rate, Terminal Area Use Charges And Fueling System Fees.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid-Year Projection"), which shall reflect the most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year for each of the items listed in Section 7.02, together with the most recently available information with regard to Landing Fees, Terminal Area Use Charges and Fueling System Fees actually received by City with respect to the Airport. If the Midyear Projection forecasts that payments of Terminal Area Use Charges, Landing Fees and Fueling System Fees by Airline Parties at the then-existing rates would result in an overpayment or underpayment of five percent (5%) or more of the amount required hereunder to be generated by City through Terminal Area Use Charges, Landing Fees and Fueling System Fees during such Fiscal Year, City shall adjust the remaining monthly Terminal Area Use Charges, the Landing Fee Rate and Fueling System Fees for such Fiscal Year to conform to the Midyear Projection. In no event shall either Terminal Area Use Charges, Landing Fees or Fueling System Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.07. Final Audit.

Within six (6) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. The Final Audit shall contain a calculation based on actual data, in accordance with the provisions of Article V, of Terminal Area Use Charges, Landing Fees and Fueling System Fees chargeable to each Airline Party for the preceding Fiscal Year, and shall set forth Terminal Area Use Charges, Landing Fees and Fueling System Fees actually paid by Airline for such period. If Terminal Area Use Charges, Landing Fees or Fueling System Fees actually paid by Airline were greater than the respective amounts chargeable to Airline, Airline shall receive credits in the amount of such overpayment against the next ensuing payment of Terminal Area Use Charges, Landing Fees, or Fueling System Fees, as the case may be, or, if necessary, against the next ensuing payments thereof, until Airline

has received the full amount of such credits; provided, however, that if the amount of such overpayment exceeds one hundred fifty percent (150%) of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be, estimated to be paid by Airline in the next ensuing month, then such excess shall be refunded in cash by City. If Terminal Area Use Charges, Landing Fees or Fueling System Fees paid by Airline were less than the respective amounts chargeable to Airline, Airline shall pay to City the amount of any such deficiency along with its next payment of Terminal Area Use Charges, Landing Fees or Fueling System Fees, as the case may be.

Section 7.08. Place Of Payments; Late Payments.

All amounts payable by Airline hereunder shall be paid to City at the Office of City's Comptroller, or at such other place as City's Comptroller shall designate. Any amount which is not paid when due shall bear interest at a rate four percent (4%) higher than the then-current prime rate for commercial customers established by the largest commercial bank in Chicago, determined on the basis of total assets.

Section 7.09. Right To Contest.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six (6) months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder, or preclude Airline from making, within such period, any claim against City for credit for any excess amount paid by Airline hereunder; provided, however, that neither City nor Airline shall be limited by such 6-month period in the event that the other party shall have attempted to defraud or shall have defrauded the party seeking to question the accuracy of such statement or make such claim.

Section 7.10. Creation Of Certain Funds.

(a) Immediately after the Effective Date, City shall create the following funds:

(i) the Airport Fund;

(ii) the Operation and Maintenance Fund;

(iii) the Special Capital Projects Fund;

(iv) the Operation and Maintenance Reserve Fund;

(v) the Maintenance Reserve Fund;

(vi) the Airport Development Fund; and

(vii) the Emergency Reserve Fund.

Such funds constitute all of the funds required to be created under this Agreement. In addition, City may create other funds for the purpose of segregating moneys to pay Debt Service when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect. All moneys and securities held in the funds listed above shall be held by City separate and apart from all other funds of City and shall be applied and withdrawn only as set forth in this Section 7.10, except with respect to the Airport Development Fund and the Emergency Reserve Fund, which are governed by Articles X and XI, respectively.

(b) At any time when the pledge of Revenues under the General Airport Revenue Bond Ordinance is not in effect, all Revenues collected by City shall be promptly deposited into the Airport Fund. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective, City shall transfer any amounts in the Airport Fund to the Trustee to be deposited into the Revenue Fund. While the pledge of Revenues under the General Airport Revenue Bond Ordinance remains effective, City shall transfer all Revenues to the Trustee to be deposited into the Revenue Fund, to be applied by the Trustee in accordance with the General Airport Revenue Bond Ordinance. At such time as the pledge of Revenues under the General Airport Revenue Bond Ordinance is no longer in effect, any amounts in the Revenue Fund shall be transferred by the Trustee to City for deposit in the Airport Fund. Any amounts deposited in the Airport Fund at any time shall be disbursed and applied by City as required to make the following deposits on the following dates and in the following amounts with respect to each Fiscal Year:

(i) On the first business day immediately preceding the tenth (10th) day of each month, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12th) of the amount provided in the Projections of Fees and Charges

prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the

Operation and Maintenance Fund each month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth (1/6) of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects Fund.

(ii) On the first business day immediately preceding the first (1st) and one hundred eighty-second (182nd) day of such Fiscal Year, City shall make the following deposits in the manner and order of priority set forth below:

First: City shall deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the "O. & M. Reserve Fund deposit requirement", as below defined, for such Fiscal Year. The "O. & M. Reserve Fund deposit requirement" for any Fiscal Year shall mean the amount necessary to increase the amount on deposit therein (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth (1/4) 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 Midyear Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and

deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) $1,500,000 and (B) the amount, if any, required to bring the deposit therein to $3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one-half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

(i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.

(ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however, that moneys in the Operation and Maintenance Fund shall also be

used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.

(iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.

(iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O. & M. Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).

(v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.

(vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

(vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(e) The moneys in the Emergency Reserve Fund and the Airport Development Fund shall be invested and any earnings or losses thereon shall be treated as set forth in Sections 11.04 and 10.05, respectively. The moneys held in the other funds described in this Section 7.10 shall be invested in Qualified Investments at the direction of the Treasurer of City, and the interest thereon, and any profit arising on the sale thereof, shall be deposited into the Airport Fund.

(f) Qualified Investments purchased as an investment of moneys in any fund described in this Section 7.10 shall be deemed at all times to be a part of such fund. Qualified Investments so purchased shall be sold at the best price obtainable whenever it is necessary to do so in order to provide moneys to make any withdrawal or payment from such fund. For the purposes of any

such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any fund have been invested shall mature not later than the respective dates as estimated by City based on information provided by City, when the moneys held for the credit of any fund will be needed.

(g) In computing the amount in any fund described in this Section 7.10, obligations maturing within the three (3) year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three (3) years following the date of computation shall be valued at the lower of amortized value or market value. For purposes of this Agreement, amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VIII.

Approval Of Capital Expenditures; Approval Of Issuance Of Obligations.

Section 8.01. Capital Expenditures For Which No Approval Required.

Provided that the notice required by Section 8.03 has been given to Airline:

(a) City may make or authorize to be made Capital Expenditures (and, with respect to item (ii) below, expenditures for improvements at airports other than the Airport in accordance with Section 10.04, and with respect to item (vi) below, expenditures to fund all related costs of issuance and associated financing costs, including, but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations and required deposits into the Operation and Maintenance Reserve Fund) from

the following sources without approval of Airline or a Majority-in-Interest: (i) amounts in the Maintenance Reserve Fund; (ii) amounts in the Airport Development Fund; (iii) proceeds of Government Grants-in-Aid (excluding any City-sponsor matching share); (iv) proceeds of any passenger facility charge or similar tax levied by or on behalf of City; (v) proceeds of insurance or any condemnation award with respect to any assets or property at the Airport, to the extent such proceeds are not deemed revenues in accordance with generally accepted accounting principles and are expended to replace that which was destroyed or taken; and (vi) proceeds of obligations issued by City pursuant to Section 8.02.

(b) In addition, City may make or authorize to be made Capital Expenditures for Capital Projects consisting of Exclusive Use Premises which are improvements to, or expansions or extensions of, Exclusive Use Premises in Terminal Building Nos. 1, 2, 3 and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

Section 8.02. Issuance Of Obligations For Which No Approval Required.

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in-Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline-Funded Cost of designing, constructing and equipping Priority II Capital Projects, subject to

the provisions of Section 9.07; (3) the cost of designing, constructing and equipping Capital Projects of the Fueling System, and (4) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of funding required deposits described in subsection (viii) below, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations; (vi) to refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Incorporated, or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party pursuant to Section 9.14; (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses; and (viii) to fund required deposits into the Operation and Maintenance Reserve Fund. The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of April 1, 1983, by and among City, Delta Airlines, 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 Airlines, 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 Sections 8.02(a)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which (1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same manner as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

(viii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of funding required deposits into the Operation and Maintenance Reserve Fund on a short-term, interim basis, the following shall apply:

(1) Any such obligation shall bear interest at a rate not in excess of the average of the then current prime interest rates of the three largest domestic banking institutions headquartered in Chicago; and

(2) City shall permanently finance, as soon as reasonably feasible, pursuant to the requirements of subsection (ii) above, the cost of funding such required deposits into the Operation and Maintenance Reserve Fund out of the proceeds of subsequent issues of General Airport Revenue Bonds.

Section 8.03. Notice Of Capital Expenditures For Which No Approval Required.

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure), except Capital Expenditures for Capital Projects of the Fueling System, described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

Section 8.04. Notice Of Issuance Of Obligations For Which No Approval Required.

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, except the issuance of obligations issued to fund the cost of designing, constructing and equipping

Capital Projects of the Fueling System, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days following the date of such request.

Section 8.05. Capital Projects And Issuance Of Obligations For Which Majority-In-Interest Approval Is Required.

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

Section 8.06. Method Of Obtaining Approval.

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall

include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, and justification for any such Capital Project, (e) the proposed allocation of any Debt Service among and within the Cost-Revenue Centers, and (f) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline Parties to make an informed judgment on the appropriateness of such Capital Project and financing. A Capital Project and financing shall be deemed to be approved if (i) a Majority-in-Interest approves it, or (ii) City is not notified in writing of Majority-in-Interest disapproval within thirty (30) days of the submission of such proposal by City.

Section 8.07. Issuance Of Obligations By Persons Other Than City.

In the event that pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City, dated as of August 1, 1982, or an agreement between City and another Airline Party pursuant to Section 9.14, a person other than City issues obligations giving rise to Special Facility Revenue Bond and Other Debt Service, (a) the provisions of this Article VIII shall apply to the issuance of such obligations, and (b) such Airline Party shall provide City with all information necessary for City to comply with the notice requirements of this Article VIII.

Article IX.

Airport Development Plan; Construction Of Capital Projects.

Section 9.01. Approval Of Airport Development Plan.

City and Airline each hereby approve the Airport Development Plan attached hereto as Exhibit B. Such approval includes, without limitation, approval of the following items set forth in Exhibit B attached hereto: (a) the Capital Projects described therein, (b) the project scope, descriptions and diagrams of such Capital Projects, (c) the allocation among Cost-Revenue Centers of such Capital Projects, (d) the Airline-Funded Cost of each such Capital Project, (e) the designation as a Priority I Capital Project or a Priority II Capital Project of certain Capital Projects, (f) the inclusion of certain Capital Projects in Category 1 or Category 2, and (g) the estimated commencement and completion dates for each such Capital Project.

Section 9.02. Governmental Approvals.

City shall promptly submit and diligently process to conclusion requests for all necessary governmental approvals for the Capital Projects described in the Airport Development Plan. The highest possible priority shall be given to obtaining necessary approvals for those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structures (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

Section 9.03. Plans And Specifications; Terminal Structure Finish Standards.

(a) City shall, in due course, prepare detailed construction drawings, plans and specifications, and cost estimates for each Capital Project described in the Airport Development Plan, except Capital Projects of the Fueling System, and shall refine the descriptions and diagrams, and the estimated commencement and completion dates, for each such Capital Project; provided, however, that any change in an estimated commencement or completion date shall be consistent with the provisions of Section 9.06(d) and Section 9.11; and provided further, that City shall not materially decrease the total square footage of any Capital Project in the Terminal Area. City shall provide Airline with copies of such detailed cost estimates, descriptions, diagrams and estimated commencement and completion dates. If the detailed cost estimates for any Capital Project are greater than the Airline-Funded Cost therefor, City shall, consistent with its other agreements and obligations under this Article IX, give due consideration to any comments submitted by any Airline Party as to methods that may be employed to reduce such estimated costs. City shall design and construct the Capital Projects in accordance with design and construction standards which City shall establish for the purpose of ensuring a uniformity of quality for all facilities of similar nature and use at the Airport.

(b) Except to the extent funded pursuant to Section 8.01(b) or pursuant to Majority-in-Interest approval, City shall not materially increase the size, scope or square footage of any Priority I Capital Project, as shown in the Airport Development Plan. In addition, City shall not, without Majority-in-Interest approval, change the geographic location of, materially increase the ratio of Public Use Premises square footage to Exclusive Use Premises square footage of, or materially increase the ceiling height of any Terminal Structure which is included in a Priority I Capital Project, all as shown in the Airport Development Plan.

(c) Any additional cost resulting from (i) an improvement to a Terminal Structure, other than those improvements required to meet the Terminal Structure finish standards described in Exhibit Q attached hereto, or (ii) any

moving sidewalks or other horizontal moving devices which are located in concourses, tunnels or other passageways directly serving passenger hold rooms associated with an Airline Party's Aircraft Parking Area, shall be deemed to be a tenant improvement for the Airline Party or Airline Parties occupying such premises, and funding of such additional cost with General Airport Revenue Bonds or Junior Lien Obligations shall be subject to the provisions of Section 9.12.

Section 9.04. Construction.

(a) All construction and equipping of Capital Projects described in the Airport Development Plan shall be done in a good and workmanlike manner.

(b) Each contract for construction work in an amount in excess of $5,000,000 awarded by City or its agents after the Effective Date for a Capital Project described in the Airport Development Plan shall be publicly bid and awarded to the lowest responsible bidder who has the experience and resources required to perform the work described in such contract; provided, however, that this requirement shall not apply if City determines in good faith that there is only one contractor with the resources and experience necessary to perform the work. City may delegate responsibilities for the designing, construction and equipping of Capital Projects; provided, however, that with respect to contracts awarded after the Effective Date, City shall retain the power and authority to, and shall, enforce all terms and provisions of all design and construction contracts. City shall diligently pursue all appropriate remedies against architects, engineers and contractors for defective design or work with respect to Capital Projects which are described in the Airport Development Plan or which are otherwise approved by a Majority-in-Interest.

(c) City shall employ a construction manager to coordinate, supervise and inspect the construction of Capital Projects described in the Airport Development Plan. The construction manager shall prepare and maintain records of the progress of construction and shall make recommendations in connection with such construction. City and the construction manager shall use their best efforts (i) to cause all work to be accomplished in accordance with the plans and specifications and the estimated commencement and completion dates for each Capital Project, as described in the Airport Development Plan, and (ii) to coordinate the work so as to avoid change orders which increase costs and to reduce claims for extra work or extra compensation.

(d) The compensation payable to the construction manager and for all design, architectural and engineering services shall be reasonable, and City shall use its best efforts to minimize such compensation. The capitalized

costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii) shall be reasonable and necessary.

(e) Airline may appoint a design and construction representative ("Airline's Construction Representative") for any Capital Project described in the Airport Development Plan which will contain any Exclusive Use Premises of Airline. Airline's Construction Representative shall be knowledgeable in construction matters of the nature involved in the construction of the Capital Project for which such appointment is made. Airline shall identify Airline's Construction Representative to City, and thereafter City shall afford Airline's Construction Representative full access to the work relating to the Capital Project for which Airline's Construction Representative is appointed. City shall permit Airline's Construction Representative to participate in the evaluation of design and construction alternatives for such projects.

(f) A Majority-in-Interest may appoint one or more persons to serve as a construction representative for all Airline Parties ("Airline Parties' Construction Representative") with respect to the construction and operational impact of all Capital Projects described in the Airport Development Plan. The Airline Parties' Construction Representative shall be knowledgeable in construction and operational matters involved in the Capital Projects. A Majority-in-Interest, acting through the Airlines' Representative, shall identify Airline Parties' Construction Representative to City. City shall thereafter afford the Airline Parties' Construction Representative full access to all construction work relating to Capital Projects. City shall permit the Airline Parties' Construction Representative to participate in the evaluation of design and construction alternatives. When potential adverse operational impact is determined by City and the Airline Parties' Construction Representative to be significant, design and construction alternatives, and estimated costs, will be evaluated by City and the Airline Parties' Construction Representative. City shall give due consideration to comments, suggestions and requests of the Airline Parties' Construction Representative regarding construction of Capital Projects and methods designed to reduce or eliminate adverse operational impact and costs.

(g) City shall provide written notice to the Airline Parties' Construction Representative, and to the Airline's Construction Representative with respect to Capital Projects which will contain any Exclusive Use Premises of Airline, of all claims made by contractors for any extra compensation. The notice shall indicate the planned disposition of the claim. If the claim is to be allowed by City, City shall consult with the Airline Parties and Airline, as appropriate, regarding the terms of settlement of the claim. City shall give due consideration to suggestions or comments of the Airline Parties and Airline regarding the terms of the settlement.

(h) Within one hundred eighty (180) days after the completion of a Capital Project or component thereof, City shall prepare, execute and deliver to the

Airlines' Representative, and, in the case of a Capital Project or component thereof which includes any Exclusive Use Premises, to those Airline Parties which will occupy such premises, a cost allocation certificate (the "Cost Allocation Certificate"), setting forth in reasonable detail a breakdown of the costs of design, construction and equipping of such project or component, including an allocation of such costs among each of the following:

(i) the costs allocable to each C.R.C.; and

(ii) for such costs allocable to the Terminal Area, the costs allocable to (1) Exclusive Use Premises of all Airline Parties (excluding Exclusive Use Premises which are part of a Special Facility Improvement), (2) any Exclusive Use Premises which are part of a Special Facility Improvement, (3) tenant improvements pursuant to Section 9.12, (4) relocation costs incurred pursuant to Section 9.13, (5) Type A Public Use Premises, (6) Type B Public Use Premises, (7) those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vii), (8) those Capital Projects enumerated in Section 5.05(b), and (9) the costs of funding or refinancing required deposits into the Operation and Maintenance Reserve Fund;

and adding for each component a pro rata portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the costs of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

Section 9.05. Airline Cooperation.

(a) Airline shall use its best efforts to take such action as may be reasonably requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable

City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 C.F.R. Subpart K: High Density Traffic Airports, Section 93.121 et seq.) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

Section 9.06. Priorities.

(a) The Airport Development Plan designates certain Capital Projects as either Priority I Capital Projects or Priority II Capital Projects.

(b) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations, and orders (other than those of City), to issue General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the costs of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline-Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the limitation contained in Section 9.07 on the amount of obligations which City may issue to fund the costs of Priority II Capital Projects, City may design, construct and equip Priority II Capital Projects at such times and on such schedules as it deems appropriate.

Section 9.07. Sources Of Funds.

(a) City's right to issue obligations, pursuant to Section 8.02, to fund the cost of Capital Projects included in the Airport Development Plan is limited to the right to issue obligations in an amount sufficient to fund, reimburse or refinance (i) the actual cost of designing, constructing and equipping Priority I Capital Projects, (ii) the Airline-Funded Costs of Priority II Capital Projects, (iii) the actual cost of designing, constructing and equipping Capital Projects of the Fueling System, and (iv) all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing obligations issued pursuant to Article VIII.

(b) As of the Effective Date, City shall calculate a Funding Contingency Reserve for each Priority I Capital Project or component thereof equal to thirty percent (30%) of the Airline-Funded Cost of such Priority I Capital Project or component thereof. The Airline-Funded Costs for all Priority II Capital Projects, in the aggregate, shall be reduced by the aggregate amount of such Funding Contingency Reserves, as such reserves are adjusted from time to time pursuant to this Section 9.07, for all Priority I Capital Projects or components thereof. Such reduction in Airline-Funded Costs for Priority II Capital Projects shall be allocated and reallocated from time to time by City among the Priority II Capital Projects; provided, however, that no such allocation or reallocation shall have the result of reducing the Airline-Funded Cost of the Second Taxiway Bridge, identified in the Airport Development Plan as Capital Project AF-1(e).

(c) From time to time, City may request an Independent Architect or Engineer to estimate the total costs of designing, constructing and equipping a Priority I Capital Project or component thereof. Such Independent Architect or Engineer shall make use of awarded contracts and actual costs incurred for such project or component and shall make an estimate of the costs to be incurred under contracts yet to be awarded. In estimating costs under contracts to be awarded, the Independent Architect or Engineer shall inflate an estimate of current design, construction and equipping costs to the estimated midpoint of construction, in accordance with the procedure described in Section 9.08(b)(iii). If, at the time of such estimate of total costs, the Independent Architect or Engineer determines that the dollar amount of awarded contracts and actual costs incurred for a Priority I Capital Project

or component thereof constitutes seventy percent (70%) or more of the total estimated cost of such project or component thereof, such architect shall prepare a certificate for City setting forth his estimate of total costs (which costs shall herein be referred to as the "Contract Cost" for such project or component thereof) together with the basis for such estimate and an estimated construction schedule. City shall, within ten (10) days thereafter furnish the Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any, remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall, after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline- Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded

Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project provided that the aggregate amount of all such increases shall not exceed five percent (5%) of the Airline-Funded Cost of such project, as adjusted only pursuant to Section 9.08.

(g) Nothing contained in this Section 9.07 shall be deemed to limit or affect the right and obligation of City to issue obligations pursuant to Section 8.02 and Section 9.06(b) to fund the actual cost of designing, constructing and equipping Priority I Capital Projects.

(h) For purposes of determining the Contract Cost and Final Contract Cost for the Buses, identified in the Airport Development Plan as Capital Project TA-10(b), pursuant to Sections 9.07(c) and 9.07(d), a depreciable life of five (5) years shall be attributed to the Buses and an interest cost of ten percent (10%) shall be imputed thereto.

Section 9.08. Price Level Adjustments.

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the limitation contained in Section 9.07(a) on the right of City to issue obligations and for the purpose of making the adjustments required by Sections 9.03(a), 9.06(b) and 9.07(a), (b), (c), (d), (e) and (f), 9.09 and 9.10, the Airline-Funded Costs of Priority I and Priority II Capital Projects, the Funding Contingency Reserves for Priority I Capital Projects and the Contract Costs of Priority I Capital Projects, shall be adjusted as follows:

(a) For the purposes of recognizing and allowing for increases or decreases in the cost of final design, construction and equipping of Capital Projects due to inflation or deflation, costs shall be updated to the date of actual expenditure or the projected midpoint of the Capital Project construction period, as appropriate, using the following cost indexes:

(i) Terminal Area and International Terminal Area -- Building Cost Index (B.C.I.) for the Chicago area published monthly by *Engineering News -- Record*, or any successor index thereto. (The midyear 1982 B.C.I. (1967 = 100) was stated as 314.24 (E.N.R./July 15, 1982, page 100).)

(ii) Airfield Area and Terminal Support Area -- Construction Cost Index (C.C.I.) for the Chicago area published monthly by *Engineering News -- Record*, or any successor index thereto.

(The midyear 1982 C.C.I. (1967 = 100) was stated as 338.45 (E.N.R./July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

(i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the Contract Cost ("Actual Costs") shall be adjusted back to midyear 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change, expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase), in the appropriate cost index from midyear 1982 to the midpoint of the period during which such costs were actually incurred.

(ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the month in which the Contract Cost is established.

(iii) The amount established pursuant to subsection (ii) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months from the date of the establishment of the Contract Cost to the midpoint month of the construction period.

(iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.

(v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

(i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from midyear 1982 to the midpoint months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.

(ii) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

Section 9.09. Government Grants-In-Aid.

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grants-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 Grants-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 Grants-in-Aid awarded for such roadway improvement exceeds the actual costs of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in-Aid awarded to City

prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

Section 9.10. Additional Costs.

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline-Funded Cost therefor; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O. & M. Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

Section 9.11. Special Conditions.

Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(a) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(b) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(b), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 9.12. Authority To Issue Obligations To Fund Tenant Improvements.

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds or Junior Lien Obligations may be issued in an amount sufficient to provide proceeds of not more than $20.00 per square foot of any Phase II (and Phase III, if applicable) Exclusive Use Premises of any Airline Party which were not included in such Airline Party's Phase I (or Phase II, if applicable) Exclusive Use Premises. City may issue such General Airport Revenue Bonds or Junior Lien Obligations and make available the proceeds thereof to any Airline Party, upon the written request of such Airline Party and its written agreement to (i) pay the Debt Service on the General Airport Revenue Bonds or Junior Lien Obligations issued at such Airline Party's request, (ii) use the proceeds of such General Airport Revenue Bonds or Junior Lien Obligations to build, purchase or otherwise acquire such items of personal property or fixtures as are commonly in use at the Airport or at other comparable airports and as are not primarily identified with or usable only by such Airline Party, and (iii) assume all maintenance, operation and repair responsibilities for such improvements; provided, however, that City shall not issue General Airport Revenue Bonds or Junior Lien Obligations at the request of any Airline Party which is in default under its Airport Use Agreement or which cannot demonstrate, to the satisfaction of City, its ability to pay the Debt Service attributable to such obligations. Airline's obligation to pay Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued pursuant to this Section 9.12 shall be limited to (1) Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at Airline's request and (2) a pro rata share of Debt Service on any such General Airport Revenue Bonds or Junior Lien Obligations issued at another Airline Party's request as a result of such Debt Service being included in O. & M. Expenses upon such other Airline Party's default. Nothing in this Section 9.12 shall be construed as prohibiting any other means of financing tenant improvements for any Airline Party. Any tenant improvements financed pursuant to this Section 9.12 shall become and remain the property of City, and may not be removed by Airline from such premises.

Section 9.13. Authority To Issue Obligations To Reimburse Certain Airlines For Relocation Costs.

Subject to the provisions of Sections 8.02 and 8.04, City may determine that the relocation of various "Airline Parties" (as defined in the 1959 Airport Use Agreement, which, on the Effective Date, have 1959 Terminal Lease Agreements in effect) from one location to another is necessary to facilitate the Airport Development Plan and may, upon such determination, issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to provide proceeds not in excess of an aggregate amount of $2,500,000, as adjusted pursuant to this Section 9.13, to pay the cost of relocating such "Airline Parties" and to pay the cost of preparing substitute space and facilities therefor ((a) excluding payment for unamortized improvements in vacated premises, payment for new aircraft loading bridges and devices and other movable equipment, fixtures and personalty, and (b) including payment for items such as new floor covering, wall covering and decorating consistent with such person's tenant finish standards at the Airport, new signs, the cost of relocating aircraft loading bridges and devices, wall partitions and other movable equipment, trade fixtures and personalty, the cost of the movement of communications equipment and the cost of the modification of fueling facilities); provided, however, that no such reimbursement shall be made to any such "Airline Party" who is acquiring any material increase in linear footage of concourse perimeter adjacent to exclusive aircraft parking area at the time of such relocation; and, provided further, that no such reimbursement shall be made to any such "Airline Party" whose only relocation involves the relocation of holdrooms and, if appropriate, baggage handling facilities within the same concourse. The amount of $2,500,000 set forth in this Section 9.13 shall be adjusted by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the cost index described in Section 9.08(a)(i) from midyear 1982 to the midpoint of the periods in which the costs described herein are actually incurred.

Section 9.14. Special Facility Improvements.

In the event that an Airline Party elects to fund any Capital Project in the Airport Development Plan through the issuance of Special Facility Revenue Bonds for which such Airline Party has the unconditional obligation to make Debt Service payments, City shall enter into with such Airline Party a Special Facility Financing Arrangement having provisions identical or substantially similar to those provisions in the Special Facility Use Agreement dated as of August 1, 1982 between City and Delta Air Lines, Inc., governing (a) City's obligation to issue such bonds, and such Airline Party's right to approve such bonds, (b) the design and construction supervision by such Airline Party, including "fast-track" construction procedures, (c) the reimbursement to such Airline Party for cost of "Common

Improvements", as defined therein, (d) the refinancing of costs of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

Section 9.15. Construction Of Fueling System.

The construction of the Fueling System shall be governed by the terms of the Fueling System Lease and the provisions of this Article IX shall not apply thereto.

Article X.

Airport Development Fund.

Section 10.01. Introduction.

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

Section 10.02. Airport Development Fund Payment Requirements.

Beginning with the first Fiscal Year following the earlier to occur of (a) the Date of Beneficial Occupancy with respect to any Exclusive Use Premises in Terminal Building No. 1 and (b) December 31, 1989, and continuing for each Fiscal Year thereafter, there shall be included in the calculation of Airport Fees and Charges an amount equal to twenty percent (20%) of the amount by which Concession Revenues, as reflected in the Final Audit for such Fiscal Year, exceed Concession Revenues for the last full calendar year preceding the Effective Date (the "Airport Development Fund payment requirement"), which payment requirement shall be adjusted in accordance with Section 10.03.

Section 10.03. Airport Development Fund Payment Requirement Adjustments.

(a) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the

Airport Fund or transferred to the Trustee for deposit into the Revenue Fund for such Fiscal Year from Net Revenues of the Land Support Area pursuant to Section 13.03.

(b) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by an amount equal to fifty percent (50%) of the amount, if any, deposited by City into the Airport Development Fund from the Emergency Reserve Fund pursuant to subsection (a) of Section 11.03.

(c) In each Fiscal Year, the Airport Development Fund payment requirement, if any, shall be reduced, but not below zero, by the amount by which (i) any passenger facility charge or similar tax at the Airport collected by City during such Fiscal Year (net of the amount, if any, of expenses incurred by City in the imposition and collection of such a charge or tax), exceeds (ii) the amount, if any, of Federal government funding eliminated and replaced by such passenger facility charge or similar tax for such Fiscal Year, as measured by Government Grants-in-Aid under the Airport and Airway Development Act of 1970, as amended, supplemented, or superseded, from time to time, for the Airport in the Fiscal Year immediately preceding the Fiscal Year in which such passenger facility charge or similar tax is first imposed.

Section 10.04. Payments Out Of Airport Development Fund.

(a) City may make payments out of the Airport Development Fund for one or more of the following uses at or related to (i) the Airport, (ii) Chicago-Midway Airport and Merrill C. Meigs Field, if owned or operated by City as of the Effective Date, or (iii) any airport other than those described above owned or operated by City and approved by a Majority-in-Interest: (1) construction, improvement or repair of runways, taxiways or facilities incidental thereto; (2) installation and maintenance of navigational aids; (3) purchase of land for clear zones and runway and taxiway expansion; (4) aircraft parking areas used in common and not directly adjacent to any exclusive use facilities; (5) roadways, automobile parking lots and garages, and ground transportation systems; (6) heating and refrigeration facilities and other facilities related to utilities (except any such facilities which exclusively serve exclusive use facilities); and (7) improvements to any portion of any structure, which portion is not exclusively used by any person.

(b) Notwithstanding the foregoing, (i) with respect to any airport other than the Airport, payments may not be made out of the Airport Development Fund for improvements to passenger terminals or roadways, automobile parking lots and garages, or aircraft parking areas which directly serve passenger terminals, and (ii) with respect to the Airport and any other airport, payments may not be made out of the Airport Development Fund for

any improvements which directly and exclusively benefit any person or persons in the Air Transportation Business.

(c) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, and if amounts in the Emergency Reserve Fund available pursuant to Section 11.03(b) to pay such fees, charges and rentals have been exhausted, City shall make payments out of "Unobligated Funds", as below defined, in the Airport Development Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges. "Unobligated Funds" means all funds in the Airport Development Fund in excess of the aggregate cost of all improvements to be funded from the Airport Development Fund pursuant to notice given in accordance with Section 8.03 or Majority-in-Interest approval granted in accordance with the procedure set forth in Section 8.06.

Section 10.05. Investment Of Airport Development Fund.

Any balance in the Airport Development Fund shall be invested as deemed prudent by City. Any earnings from such investments shall become part of the Airport Development Fund and any losses shall be borne by such fund.

Article XI.

Emergency Reserve Fund.

Section 11.01. Introduction.

The provisions of this Article XI govern the calculation of the Emergency Reserve Fund payment requirement, and the uses and investment of moneys in the Emergency Reserve Fund.

Section 11.02. Emergency Reserve Fund Payment Requirements.

In each Fiscal Year during the period commencing with the Effective Date

and ending on December 31, 1998, there shall be included in the calculation of Airport Fees and Charges an amount (the "Emergency Reserve Fund payment requirement") equal to the sum of the amounts which would have been included in "Airport Expense", as defined in the 1959 Airport Use Agreement, on account of depreciation and interest as set forth in subparagraphs (1)(b) and (c) of Section 15.07 of the 1959 Airport Use Agreement and in substantially similar agreements between City and other "Airline Parties", as defined in the 1959 Airport Use Agreement for such Fiscal Year, had the 1959 Airport Use Agreement (and such other substantially similar agreements) remained in effect.

Section 11.03. Payments Out Of Emergency Reserve Fund.

(a) Whenever the amount in the Emergency Reserve Fund exceeds $7,500,000, City shall make a payment out of the Emergency Reserve Fund in an amount equal to such excess into the Airport Development Fund.

(b) In the event there are, in any Fiscal Year, Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv) of any Airline Party, or rentals, charges and Federal Inspection Service Fees of any person engaged in the Air Transportation Business imposed for the use of the International Terminal Area, unpaid when due and reasonably deemed uncollectible by City after collection efforts have been undertaken in accordance with Section 16.03, City shall make payments out of the Emergency Reserve Fund to pay such fees, charges and rentals before including such fees, charges and rentals in the calculation of Airport Fees and Charges.

(c) In the event of any awards, judgments or settlements resulting from any of the events described in 19.01(a)(i), City shall make payments out of the Emergency Reserve Fund in respect of such awards, judgments or settlements (but only to the extent there are no proceeds of insurance available therefor) before including any amounts attributable thereto as O. & M. Expenses in the calculation of Airport Fees and Charges.

Section 11.04. Investment Of Emergency Reserve Fund.

Any balance in the Emergency Reserve Fund shall be invested as deemed prudent by City. Subject to subsection (a) of Section 11.03, any earnings from such investments shall become part of the Emergency Reserve Fund and any losses shall be borne by such fund.

Article XII.

Terminal Support Area.

Section 12.01. Calculation Of Net Revenues Or Net Deficit Of Terminal Support Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the Terminal Support Area shall equal:

(a) Non-Use Agreement Revenues of the Terminal Support Area identified in accordance with Section 6.02 and Section 13.03; minus

(b) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the Terminal Support Area in accordance with Section 6.01; minus

(c) O. & M. Expenses of the Terminal Support Area identified in accordance with Section 6.02.

Article XIII.

Land Support Area.

Section 13.01. Land Support Area Income And Expenses; Use And Development.

(a) Except as provided in Sections 13.03 and 13.04, the calculation of Airport Fees and Charges shall not include any costs, expenses or revenues of the Land Support Area.

(b) The Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, and any leases between City and Airline (or any subsidiary or affiliate of Airline) described in Exhibit M attached hereto of facilities in the Land Support Area shall, if in effect on the Effective Date, be renewed for a term equal to the term of this Agreement (except as otherwise provided in subsection (c) of this Section 13.01) on the same terms and conditions as are in effect on the Effective Date.

(c) Any lease described in Exhibit M for a cargo facility to be replaced as part of the Airport Development Plan shall terminate pursuant to a reasonable schedule established by City as part of its implementation of the Airport Development Plan. At least one year prior to such termination, (i) City shall pay to Airline "Replacement Cost", as below defined, for Airline's leasehold interest in any such cargo facility, and (ii) City shall make available to Airline a site in the Land Support Area for a new cargo facility at least equal in size to the area being surrendered that is used by Airline for (1) the cargo building, (2) employee parking, (3) truck maneuvering areas, and (4) parking adjacent to the building for cargo handling equipment (the "Replacement Site"), excluding, however, all areas used for aircraft parking. City shall submit to Airline a new cargo facility ground lease for the Replacement Site (1) having a term beginning with the earlier of (A) the completion of Airline's replacement facilities (as certified by the Independent Architect or Engineer) and (B) one year following the date that the Replacement Site is made available to Airline, (2) having a ground rental at a rate equal to the rate provided for under the lease surrendered by Airline, (3) containing to the extent possible the same terms and conditions included in the surrendered lease, and (4) granting rights to exclusive and nonexclusive aircraft parking apron at least equal in size to any exclusive and nonexclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's pro rata share of the total Airline-Funded Costs of Capital Projects TA-8(a) and IT-5(a). Airline's pro rata share shall be a fraction, the numerator of which shall be the number of square feet of leased building premises in the facility to be replaced, and the denominator of which shall be the total number of square feet of leased building premises in all facilities described in the description of Capital Projects TA-8 and IT-5 as facilities to be replaced.

(d) City shall not remove or permit to be removed any concession located in another Cost-Revenue Center in order to relocate such concession in the Land Support Area. City shall not induce any prospective concession operator to locate in the Land Support Area rather than in another Cost-Revenue Center. In no event shall any car or vehicle rental concession be located in the Land Support Area. City shall not charge rates for any public parking facility operated in the Land Support Area below the lowest rates charged for public parking facilities in the Terminal Support Area. Nothing contained in this Article XIII shall be construed to relieve City of its obligation to maximize Concession Revenues pursuant to Section 16.01(c).

(e) Subject to subsection (d) of Section 13.01 and Section 13.04, City may use and develop the Land Support Area (including the air rights designated on Exhibit G attached hereto) in any manner whatsoever; provided, however, that (i) no such use or development shall materially adversely affect the operation or development of the Airport or the rights or obligations of Airline hereunder, and (ii) those portions of the Land Support Area designated on Exhibit G attached hereto as Aviation Related Land Use

Areas shall be used or developed only for purposes related to the functions of the Airport.

Section 13.02. Net Revenues Of The Land Support Area.

The Net Revenues of the Land Support Area for any Fiscal Year shall equal, in the case of a positive number:

(a) All amounts received or receivable directly or indirectly by City, for such Fiscal Year, for the use of, with respect to, or from the operation of, the Land Support Area; minus

(b) Principal payments, interest payments, fund deposits and all other associated financing costs, for such Fiscal Year, of the Land Support Area; minus

(c) O. & M. Expenses, for such Fiscal Year, of the Land Support Area identified in accordance with Section 6.02.

City shall separately account for the Net Revenues of that portion of the Land Support Area as described in Section 13.04.

Section 13.03. Deposit Into Airport Development Fund; Credit To Terminal Support Area.

With regard to that portion of the Land Support Area other than the portion described in Section 13.04, City shall, for each Fiscal Year, deposit into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, transfer to the Trustee for deposit into the Revenue Fund, in either case for subsequent deposit into the Airport Development Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, of such portion of the Land Support Area for such Fiscal Year, determined in accordance with Section 13.02; provided, however, that, to the extent that such fifty percent (50%) of the Net Revenues of such portion of the Land Support Area exceeds twice the Airport Development Fund payment requirement established pursuant to Section 10.02, one-half (1/2) of such excess shall be paid out of the Airport Fund or Revenue Fund, as the case may be, into the Airport Development Fund and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area.

Section 13.04. Central Parking Area.

(a) The air rights over the area designated in Exhibit G as "Central Parking Area" shall be part of the Land Support Area but City shall not develop such air rights unless it first (i) submits to the Airline Parties a description of the development plan for such area including an analysis of costs and a construction schedule in sufficient detail to enable the Airline Parties to make an informed judgment thereon and (ii) receives approval of a Majority-in-Interest for such development plan; provided, however, that Majority-in-Interest approval may be withheld only if such development (1) will materially adversely affect the availability of automobile and other vehicle parking for users of the Terminal Area, (2) will materially adversely affect the operation of the Ground Transportation System, (3) will materially adversely affect the safety or operation of the Airport, (4) will violate any federal or state law, rule or regulation relating to the operation of the Airport, or (5) will increase Airport Fees and Charges.

(b) City shall, for each Fiscal Year, deposit into the Airport Fund or, if the pledge of Revenues under the General Airport Revenue Bond Ordinance is then in effect, transfer to the Trustee for deposit into the Revenue Fund, an amount equal to fifty percent (50%) of the Net Revenues, if any, as described in Section 13.02, for such Fiscal Year, from the development of the air rights over the Central Parking Area. Such amount, if any, shall be Non-Use Agreement Revenues of the Terminal Area.

Article XIV.

International Terminal Area.

Section 14.01. Fees And Charges.

City shall use its best efforts to induce each person engaged in the Air Transportation Business which leases premises in the International Terminal Area to execute an airport use agreement which (a) has a term of not less than ten (10) years, and (b) requires the payment of such rentals and charges as, when aggregated together with other Non-Use Agreement Revenues of the International Terminal Area (including Federal Inspection Service Fees) and Terminal Support Area Net Revenues, if any, allocated to the International Terminal Area, will be sufficient to pay for Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area, O. & M. Expenses of the International Terminal Area, and Terminal Support Area Net Deficit, if any, allocated to the International Terminal Area. In any event, City shall

impose rentals, charges and Federal Inspection Services Fees on any person engaged in the Air Transportation Business leasing premises in, or using the Federal Inspection Service Facility portion of, the International Terminal Area, sufficient to cover such person's pro rata share of the foregoing costs and expenses based upon such person's use of the International Terminal Area.

Section 14.02. Calculation Of Net Revenues Or Net Deficit Of International Terminal Area.

The Net Revenues, or in the case of a negative number, the Net Deficit, of the International Terminal Area shall equal:

(a) Non-Use Agreement Revenues of the International Terminal Area identified in accordance with Section 6.02, including rentals, charges and Federal Inspection Service Fees paid to City by users of the International Terminal Area (except late payments collected and applied in accordance with Section 16.03(b));

plus

(b) Net Revenues, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area;

plus

(c) Any amounts paid, as a result of a default by a user of the International Terminal Area, out of the Airport Development Fund in accordance with Section 10.04(c) or out of the Emergency Reserve Fund in accordance with Section 11.03(b);

minus

(d) Debt Service (reduced by Investment Income allocated in accordance with Section 6.02(b)) allocated to the International Terminal Area in accordance with Section 6.01;

minus

(e) O. & M. Expenses of the International Terminal Area identified in accordance with Section 6.02;

minus

(f) Net Deficit, if any, of the Terminal Support Area calculated pursuant to Section 12.01 and allocated pursuant to Section 6.04 to the International Terminal Area.

Article XV.

Responsibilities Of Airline.

Section 15.01. Maintenance, Replacement And Repair.

(a) Airline shall, in accordance with Exhibit N attached hereto, be responsible for and shall perform or cause to be performed, maintenance and repair of its Exclusive Use Premises, and shall clean and keep clear of debris Airline's Aircraft Parking Areas. Airline's responsibility for maintenance, replacement and repair of the Fueling System shall be governed by the terms of the Fueling System Lease. Airline shall, at all times:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs and inside painting, such repairs and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic in the Airport, take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its

garbage, debris and other waste materials (excluding snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

Section 15.02. Modifications To Exclusive Use Premises.

(a) Airline may, from time to time, install additional facilities and improvements and modify or expand existing facilities or improvements in its Exclusive Use Premises. Before entering into any contract for such work, Airline shall first submit to the Commissioner for his prior written approval a construction application together with complete plans and specifications of the proposed work. If requested by the Commissioner, Airline shall require the contractor to furnish a performance bond and payment bond, approved as to form and substance by the Commissioner. The approval of the construction application and plans and specifications shall not be unreasonably withheld.

(b) Airline shall, and shall include in all construction contracts a provision requiring the contractor to, indemnify, hold harmless and defend City, its officers, agents and employees against losses (except to the extent such losses are caused by City's negligence), occasioned by death, injury to persons or damage to property, arising out of or in connection with the performance of construction work, against the risk of loss or damage to the construction prior to the completion thereof, and against losses resulting from claims and demands by third persons arising out of the performance of the construction work; and Airline shall provide, or shall require the contractor to provide, liability insurance covering the foregoing. Airline shall also include in any construction contract such provisions as may reasonably be required by the Commissioner relating to the operation of the contractor at the Airport.

(c) All work performed by Airline or its contractor, including all workmanship and materials, shall be of acceptable quality and shall be performed in accordance with the plans and specifications approved by the Commissioner. Such work may be inspected by the Commissioner, or his authorized representative at any time.

(d) Airline shall deliver to the Commissioner "as built" drawings of the work performed by it and shall keep such drawings current showing any changes or modifications made in or to its Exclusive Use Premises.

(e) Airline shall discharge when due all obligations to contractors, subcontractors, materialmen, workmen and others for all work performed and for materials furnished for or on account of Airline.

Section 15.03. Taxes, Licenses And Permits.

Airline shall pay all taxes and obtain all licenses, permits, certificates and other authorizations required by any governmental authority in connection with the operations or activities performed by it hereunder.

Section 15.04. Installation Of Machinery And Equipment.

Airline may, from time to time, in its sole discretion and at its own expense, install machinery, equipment and other personal property in its Exclusive Use Premises which may be attached or affixed to, but shall not become a part of, the Exclusive Use Premises. Subject to the provisions of Section 9.12, all such machinery, equipment and other personal property shall remain the sole property of Airline and may be removed by Airline at any time, in its sole discretion and at its own expense; provided, however, that any damage resulting from any such removal shall be repaired by Airline at its own expense. City shall not have any interest in or landlord's lien on any such machinery, equipment or personal property, and such machinery, equipment and personal property shall be identified as the property of Airline.

Section 15.05. Liens Prohibited.

Airline shall keep its Exclusive Use Premises and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 15.06. Performance By City Upon Failure Of Airline.

If Airline fails to perform, for a period of thirty (30) days after written notice from City, any obligation required by this Article XV, City may perform such obligation of Airline, and charge Airline for the cost to City of such performance; provided, however, that if Airline's failure to perform any such obligation endangers the safety of operations at the Airport and City so states in its notice to Airline, City may perform such obligation of Airline at

any time after the giving of such notice and charge Airline for its costs of such performance.

Section 15.07. Airline Books And Records.

Airline shall maintain at its office in Chicago, Illinois, or at the Airport, books, records and accounts relevant to the determination of any Landing Fees, Terminal Area Use Charges and Federal Inspection Fees, if any, payable by it, or if such books, records and accounts are not maintained at such office, it shall promptly furnish the Commissioner and the City Comptroller of City with all information reasonably requested by them with respect to such books, records and accounts. The Commissioner and the City Comptroller of City, and such persons as may be designated by them, shall have the right, at all reasonable times, to examine, make copies of, and take extracts from such books, records and accounts.

Section 15.08. Airline To Maintain Its Corporate Existence; Conditions Under Which Exceptions Permitted.

Airline shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets, and shall not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it, unless the surviving, resulting or transferee corporation, as the case may be, (a) expressly assumes in writing all of the obligations of Airline hereunder, (b) is qualified to do business in the State of Illinois, and (c) if such corporation is not organized and existing under the laws of the United States of America or any state or territory thereof or the District of Columbia, delivers to City an irrevocable consent to service of process in, and to the jurisdiction of the courts of, the State of Illinois with respect to any action or suit, at law or in equity, brought by City to enforce this Agreement.

Section 15.09. Qualification In The State Of Illinois.

Airline warrants that it is, and throughout the term of this Agreement it (or the surviving, resulting or transferee corporation permitted by Section 15.08) will continue to be, duly qualified to do business in the State of Illinois.

Article XVI.

Obligations Of City.

Section 16.01. Operation And Maintenance Of Airport.

(a) City shall, in accordance with Exhibit N attached hereto, operate, maintain and keep in good repair, and expend such amounts for O. & M. Expenses as shall be reasonable and necessary therefor, all of the areas and facilities of the Airport, except as specifically excepted by Section 15.01. City's obligation with respect to the operation and maintenance of the Fueling System shall be governed by the terms of the Fueling System Lease.

(b) City shall operate and maintain the Airport, and any other airport for which City makes payments out of funds in the Airport Development Fund, in a reasonably prudent manner and in accordance with the rules, regulations and orders of any federal or state agency having jurisdiction with respect thereto.

(c) City shall operate the Airport and lease space to concessionaires in a manner so as to produce, subject to the provisions of this Agreement, Concession Revenues of a nature and amount which would be produced by a reasonably prudent airport operator and to maximize such Concession Revenues to the extent reasonably practicable. At least forty-five (45) days before any concession agreement is entered into between City and any concessionaire with respect to the use of any space or facilities at the Airport (excluding the Land Support Area), City shall furnish Airline with a copy of such proposed agreement, along with a general description of the expected impact, if any, on Airline's use of its Exclusive Use Premises. The Commissioner shall give due consideration to any comments submitted in a timely manner by Airline on such proposed agreement, and shall, if requested by Airline, meet with Airline to discuss the expected impact, if any, on Airline's use of its Exclusive Use Premises.

(d) City shall impose a landing fee on each Fee Landing, which landing fee shall be calculated on the basis of a landing fee rate not less than the Landing Fee Rate then in effect.

(e) City shall supply adequate lighting for the Airport, including adequate landing lights, floodlights, beacons and other field lighting.

(f) City shall use its best efforts to keep the Airport open and in operation for landings and take-offs of aircraft of any type designed to use facilities similar to those at the Airport. In such regard, City shall employ or cause to be employed construction, reconstruction and repair techniques (including supervision and construction management) which will minimize Airport

operational delays or disruption reasonably expected to result from such construction, reconstruction or repair. Except as otherwise provided in Section 15.01, City shall take all actions necessary to keep the Terminal Area, the Airfield Area, and the Terminal Support Area clear of snow, ice, debris, vegetation and other foreign matter.

(g) City shall maintain "as built" drawings of all improvements hereafter constructed at the Airport, which drawings shall be available to Airline for inspection at any reasonable time.

(h) City shall pay all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

(i) City shall maintain order at the Airport.

Section 16.02. Performance By Airline Upon Failure Of City.

If City fails to perform, for a period of thirty (30) days after written notice from Airline, any obligation required by Section 16.01(a), Airline may, but is not required to, perform, by itself or jointly with any other Airline Parties, such obligation of City, and charge City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airline so states in its notice to City, Airline may perform, by itself or jointly with any other Airline Parties, such obligation of City at any time after the giving of such notice and charge City for its costs of such performance; and, provided further, that in either event, Airline shall not deduct any such cost from any amounts due hereunder or under any other agreement between Airline and City relating to the Airport. City shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or negligence in maintaining and operating the Airport.

Section 16.03. Pursuit Of Remedies Against Defaulting Airline Parties And International Terminal Area Users.

(a) A default by any Airline Party in the payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees, Fueling System Fees, or indemnification payments pursuant to Section 19.01(a)(ii), (iii) or (iv), or a default in the payment of rentals, charges or Federal Inspection Service Fees imposed on any person engaged in the Air Transportation Business for the use of the International Terminal Area, may, if not cured, result in a greater amount of Terminal Area Use Charges, Landing Fees and Fueling System Fees payable by Airline than would otherwise have been required.

Accordingly, City shall diligently pursue all appropriate remedies against any such defaulting Airline Party or International Terminal Area user on behalf of and for the benefit of the non-defaulting Airline Parties, including Airline, and shall give due consideration to any comments submitted to City by Airline with respect to the pursuit of such remedies.

(b) Any fees, charges or rentals collected by City from a defaulting Airline Party or International Terminal Area user shall be paid in the following manner:

(i) first, pro rata, to each non-defaulting Airline Party to the extent such Airline Party paid such fees, charges or rentals;

(ii) next, to the Airport Development Fund to the extent amounts from such fund were used to pay such fees, charges or rentals;

(iii) then, the remainder, if any, to the Emergency Reserve Fund to the extent amounts from such fund were used to pay such fees, charges or rentals.

(c) At the election of Airline Parties who have paid more than fifty percent (50%) of the amount owed by any defaulting Airline Party or International Terminal Area user hereunder, such Airline Parties 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 or judgments. In the event any of the suits or actions covered by subsection (a)(i) above occur, the following shall apply: (i) the defense of such suits or actions including the employment of counsel, shall be assumed by all Airline Parties and conducted as directed by a Majority-in-Interest, and (ii) all expenses, including attorneys' fees, settlements and judgments shall be paid by City and included in O. & M. Expenses and shall be allocated to the Airfield Area. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Section 19.02. Insurance Maintained By Airline.

Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

Section 19.03. Insurance Maintained By City.

City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and

contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name City and the Trustee, if any, as co-assureds as their interests may appear. Without limiting the foregoing, City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

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

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by City, protecting City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, $100,000,000 for each occurrence and $100,000,000 annual aggregate; and for property damage, $100,000,000 for each occurrence and $100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) of this Section 19.03 for property damage, but any such policy may have a deductible amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by City under this Section 19.03 shall contain a waiver of subrogation in favor of City and Airline on the part of the insurer.

(e) If, at any time, City is obligated under any other agreement then in effect between City and Airline to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section 19.03, then the provisions of this Section 19.03 shall be subject to the applicable provisions of such other agreement.

(f) City shall, upon request of a Majority-in-Interest, purchase policies of insurance which are additional, in scope or amount of coverage, to those policies described in this Article XIX.

(g) City shall furnish to Airlines' Representative copies of any notices received by City or the Trustee covering any of the matters contained in this Article XIX.

Section 19.04. Use Of Insurance Proceeds.

(a) If Airline's Exclusive Use Premises or 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 Airlines' Representative, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the

event causing such damage or destruction, or (ii) to such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(d) City may issue, pursuant to Sections 8.02 and 8.04, obligations to fund, or reimburse Delta Air Lines, Inc., or another Airline Party for, any "Insurance Deficiency" as defined in, and pursuant to the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, or pursuant to any identical or substantially similar provision in any other special facility agreement entered into by City and any Airline Party pursuant to Section 9.14.

Section 19.05. Condemnation.

(a) City and Airline shall cooperate in the handling of any prospective or pending condemnation proceedings with respect to Airline's Exclusive Use Premises or Airline's Aircraft Parking Area.

(b) Any condemnation or taking of such a substantial part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area that results in such premises being unsuitable, or the use thereof being economically unfeasible, is herein referred to as a "Total Taking". In the event of a taking of any Airline's Exclusive Use Premises or Aircraft Parking Area other than a Total Taking (a "Partial Taking"), this Agreement shall remain in effect and, if the net proceeds of any award received by City on account of such Partial Taking are sufficient for the purpose, City, after consultation with Airline, shall forthwith (subject to unavoidable delays) apply such net proceeds to the restoration or replacement of the premises so taken as nearly as possible to (i) such condition, character and utility value (based upon the plans and specifications, subject to then-existing Airport building standards) as existed prior to such Partial Taking, or (ii) to such other condition, character and value as may be agreed upon by City and such Airline Party.

(c) In the event of a Partial Taking with respect to any Airline Party or Airline Parties, if the net proceeds of any award received by City on account of such Partial Taking are insufficient to restore or replace the premises so taken, as provided above, so long as City has the right and power to issue

General Airport Revenue Bonds or Junior Lien Obligations, City shall nevertheless restore or replace (subject to unavoidable delays) the premises subject to such Partial Taking, and may issue General Airport Revenue Bonds or Junior Lien Obligations and pay the cost of the deficiency (the "Condemnation Award Deficiency") from the proceeds of such issuance. The Debt Service on General Airport Revenue Bonds or Junior Lien Obligations issued to fund the amount of a Condemnation Award shall be allocated in accordance with Section 6.01 and shall be included in the computation of Airport Fees and Charges.

(d) In the event that prior to the Effective Date, any Airline Party had funded a Condemnation Award Deficiency and under the terms of any agreement then in effect between City and such Airline Party such funding is to be treated as a loan by such Airline Party to City, then as soon as reasonably practicable after the Effective Date, so long as City shall have the power and right to issue General Airport Revenue Bonds or Junior Lien Obligations, City shall issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient (i) to reimburse such Airline Party for the amount of any such Condemnation Award Deficiency so funded, and (ii) to pay such Airline Party the amount of any interest expense actually incurred by it, and not previously paid to such Airline Party by City, with respect to such Condemnation Award Deficiency. The Debt Service on such General Airport Revenue Bonds or Junior Lien Obligations shall be allocated in accordance with Section 6.01 and included in the computation of Airport Fees and Charges.

(e) If for any reason the net proceeds of an award received by City on account of the condemnation or taking of any premises are in excess of the amount necessary to restore or replace such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the C.R.C. in which such premises are located.

(f) In the event of a Total Taking of any Airline Party's Exclusive Use Premises or Aircraft Parking Area, the following shall apply:

(i) Such Airline Party shall receive such portion of the net proceeds received by City on account of such taking as is attributable to such Airline Party's non-removable tenant finishes and equipment; and

(ii) At the election of such Airline Party, such Airline Party may:

(1) terminate this Agreement, in which event the remaining net proceeds received by City on account of such taking shall be used first to redeem General Airport Revenue

Bonds or Junior Lien Obligations, if any, and then shall be paid to City; or

(2) require City to construct new Exclusive Use Premises or Aircraft Parking Area for such Airline Party at a mutually agreeable location on the Airport, in which event the net proceeds received by City on account of such taking shall be applied to the construction of such new facilities and any deficiency or excess shall be handled in the same manner as a deficiency or excess with respect to a Partial Taking.

Article XX.

Books And Records Of City.

Section 20.01. City Books And Records.

City shall follow such procedures and keep and maintain such books, records and accounts as may be necessary or appropriate under the provisions of this Agreement or of the General Airport Revenue Bond Ordinance. Such books, records and accounts shall contain all items affecting the computation of Airport Fees and Charges, recorded in accordance with generally accepted accounting principles. Airline shall have the right, at any reasonable time and at its own expense, to examine, make copies of, and take extracts from such books, records and accounts.

Article XXI.

Quiet Enjoyment.

Section 21.01. Covenant Of Quiet Enjoyment.

Upon the payment by Airline of all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees properly charged to Airline and the performance of the covenants and agreements on the part of Airline to be performed hereunder, Airline shall peaceably have and enjoy the premises, appurtenances, facilities, licenses and privileges granted herein.

Article XXII.

Sublease And Assignment.

Section 22.01. Sublease And Assignment Of Exclusive Use Premises.

(a) Airline may sublet or assign its Exclusive Use Premises, in whole or in part, to another person in the Air Transportation Business, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of the Terminal Area Rentals and Terminal Area Use Charges established hereunder and for the payment, performance and observance of its other obligations and agreements herein provided; and

(ii) Any sublease or assignment of less than all of Airline's Exclusive Use Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld; and any sublease or assignment of all of Airline's Exclusive Use Premises (other than an assignment made to a surviving, resulting or transferee corporation which meets all of the criteria set forth in Section 15.08) shall be subject to the prior approval of the City Council of City.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 22.01.

Section 22.02. Assignment By City.

City may assign, in accordance with the General Airport Revenue Bond Ordinance, if applicable, and with the terms of this Agreement, certain of its interests in and pledge certain revenues and receipts under this Agreement as security for payment of the principal of, premium, if any, and interest on obligations issued pursuant to Section 8.02.

Article XXIII.

Transition.

Section 23.01. Transfer Of Funds.

On the Effective Date, City shall transfer any cash balances, including any accrued interest thereon, derived from the operation by City of the Airport (other than funds in the "Emergency Reserve Account" as defined in and created under the 1959 Airport Use Agreement), and on hand as of the Effective Date, into the Airport Fund; provided, however, that any such funds on hand which, prior to the Effective Date, have been approved by a "Majority-in-Interest" (as defined in the 1959 Airport Use Agreement) for use for Capital Projects shall be transferred into the Special Capital Projects Fund.

Section 23.02. Fiscal Year Preceding Effective Date.

City shall treat the period from the date of the end of the last full Airport Fiscal Year under the 1959 Airport Use Agreement to the Effective Date as a full Fiscal Year of the Airport, and shall prepare an audit and accounting of fees and charges for such period. Any amounts owed to or by Airline for such period shall be treated as charges or credits, as the case may be, with respect to Airline's Terminal Area Use Charges hereunder.

Section 23.03. Fiscal Year Beginning With Effective Date.

City shall treat the period from the Effective Date to the last day of the Fiscal Year in which the Effective Date falls as a full Fiscal Year.

Article XXIV.

Termination By City.

Section 24.01. Events Of Default Defined.

Each of the following shall be an "Event of Default" under this Agreement:

(a) The failure by Airline to pay any Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline", as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation or a dissolution or liquidation of Airline following a transfer of all or substantially all of its assets as an entirety, if the conditions permitting such actions contained in Section 15.08 are met;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the major part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under any chapter of the Federal Bankruptcy Code, as amended, or other proceedings for relief under bankruptcy law or similar law for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its Air Transportation Business at the Airport for reasons other than strike or force majeure; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute an Event of Default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

Section 24.02. Remedies On Default.

Whenever an Event of Default has occurred and is continuing, City, to the extent permitted by law and upon written notice to Airline, may, subject to the provisions of any other agreement then in effect between Airline and City, take any one or more of the following remedial steps:

(a) City may terminate this Agreement and exclude Airline from possession of its Exclusive Use Premises;

(b) City may, without terminating this Agreement, exclude Airline from possession of its Exclusive Use Premises, and use reasonable efforts to lease the Exclusive Use Premises to another for the account of Airline, holding Airline liable for all Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and other payments due up to the effective date of such leasing and for the excess, if any, of the Terminal Area Rentals and Terminal Area Use Charges and other amounts payable by Airline under this Agreement for the remainder of the term of this Agreement over the rentals and other amounts which are payable by such new airline under such new agreement; and

(c) City may, from time to time, take whatever action at law or in equity appears necessary or desirable to collect Landing Fees, Terminal Area Rentals, Terminal Area Use Charges and Fueling System Fees and any other amounts payable by Airline hereunder then due and thereafter to become due, or to enforce the performance and observance of any obligation, agreement or covenant of Airline under this Agreement.

Section 24.03. No Remedy Exclusive.

No remedy conferred upon or reserved to City in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Section 24.04. Agreement To Pay Attorneys' Fees And Expenses.

In the event Airline defaults under this Agreement and City employs attorneys or incurs other expenses for the collection of Landing Fees, Terminal Area Rentals, Terminal Area Use Charges or Fueling System Fees or the enforcement or performance or observance of any obligation or agreement on the part of Airline herein contained, Airline shall, on demand, pay to City the reasonable fees and expenses of such attorneys and such other expenses so incurred by City.

Article XXV.

Termination By Airline.

Section 25.01. Termination By Airline.

At any time when no obligations issued pursuant to Article VIII are outstanding, and if Airline is not then in default in the payment of any amount due from it to City hereunder, Airline may terminate this Agreement by giving City sixty (60) days' advance notice upon or after the happening and during the continuance of any one of the following events:

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in the conduct of its Air Transportation Business, and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least ninety (90) days;

(b) The issuance of any order, rule or regulation or the taking of any action by any federal or state agency having jurisdiction with respect to the Airport, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least ninety (90) days, Airline's use of the Airport in the conduct of its Air Transportation Business; provided, however, that none of the foregoing is due to any fault of Airline;

(c) The default by City in the performance of any covenant or agreement required to be performed by City herein, and the failure by City to remedy such default after written notice thereof has been delivered to City, unless (i) City takes prompt action to remedy such default, within a period of thirty (30) days after receipt from Airline of such notice, or (ii) in the case of any such failure which cannot with due diligence be cured within such

thirty (30) day period, if City takes corrective action within the sixty (60) day period and diligently pursues such action until the failure is cured; or

(d) The substantial restriction of City's operation of the Airport by action of any federal or state agency having jurisdiction with respect thereto, and the continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

Section 25.02. Certain Other Agreements Terminated Upon Termination Of This Agreement.

Upon the termination of this Agreement, by expiration of its term or otherwise, all agreements and leases entered into between Airline and City identified on Exhibit M shall likewise be terminated, except to the extent that any such agreements have been extended by City and Airline subsequent to the Effective Date.

Section 25.03. No Remedy Exclusive.

No remedy conferred upon or reserved to Airline in this Agreement shall be exclusive of any other available remedy, and each such other remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission in exercising any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Airline to exercise any remedy it has under this Agreement, it shall not be necessary to give any notice other than such notice as may be herein expressly required.

Article XXVI.

Equal Opportunity.

Section 26.01. Equal Opportunity.

Airline agrees that in performing under this Agreement it shall neither discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor commit an unfair employment practice.

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

Airline agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Section 26.01. Airline further agrees that this clause will be incorporated in all contracts entered into with any suppliers of materials or furnishers of services, contractors and subcontractors, and all labor organizations, which furnish skilled, unskilled and craft union skilled labor, or which may perform any such labor or services in connection with this Agreement.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964 -- 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. 1979, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1979, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

To demonstrate compliance, Airline will furnish, and will obligate its contractors and subcontractors to furnish, such reports and information as is reasonably requested by the Chicago Commission on Human Relations.

Section 26.02. Nondiscrimination.

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

Airline, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds

of race, creed, color, religion, age, sex or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the premises in compliance with all other requirements imposed by or pursuant to regulations of the Department of Transportation.

Section 26.03. Prohibition Against Exclusive Rights.

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

Section 26.04. Nondiscrimination In Furnishing Services.

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

Section 26.05. Affirmative Action.

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

Article XXVII.

Miscellaneous.

Section 27.01. Parity Of Treatment.

City shall not hereafter grant to any person engaged in the Air Transportation Business in competition with Airline any rights or privileges at the Airport of a character or on a basis more favorable to such person than those granted or available to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 27.02. Notices.

All notices to City provided for herein shall be in writing and shall be sent by registered mail, postage prepaid, addressed to the Commissioner of the Department of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, Manager, Airport Properties, United Parcel Service, Incorporated, 9504 Williamsburg Plaza, Louisville, Kentucky 40222 or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 27.03. Severability.

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

Section 27.04. No Additional Waiver Implied By One Waiver.

In the event any agreement contained in this Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder.

Section 27.05. Termination Of Certain Other Agreements On Effective Date; Amendments.

This Agreement shall supersede the 1983 Use Agreement, the 1959 Airport Use Agreement, the 1959 Terminal Lease Agreement, and any other agreement, written or oral, between City and Airline relating to the Airport, other than the Fueling System Lease Agreement at the Airport dated as of January 1, 1959, or any successor agreement, the Lockheed Fuel Services Agreement dated as of February 1, 1960, or any successor agreement, the Special Facility Use Agreement by and between Delta Air Lines, Inc. and City dated as of August 1, 1982, and those agreements set forth in Exhibit M hereto; provided, however, that any rights and obligations with regard to rentals, charges or fees paid or payable under the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement accrued as of the Effective Date shall remain in effect. Except as otherwise expressly provided, this Agreement may be amended only in a writing signed by City and Airline.

Section 27.06. Distribution Of Funds Upon Termination.

All amounts remaining in the Emergency Reserve Fund and the Airport Development Fund at the termination of this Agreement and all other Airport Use Agreements shall be transferred by City into its corporate fund. All amounts remaining in any other funds created under this Agreement shall be used by City for the purposes for which such funds were created so long as the Airport is used by any Airline Party for the operation of an Air Transportation Business.

Section 27.07. No Abatement Or Set-off.

Airline shall not abate, suspend, postpone, set-off or discontinue any payments of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees or Fueling Systems Fees which it is obligated to pay hereunder. Nothing contained in this Section 27.07 shall release City from the performance of any of its obligations under this Agreement. In the event City fails to perform any of its obligations herein contained, Airline may institute such action against City as Airline deems necessary to compel performance, so long as such action does not abrogate Airline's obligations to make such payments unless a court of competent jurisdiction determines otherwise in a final, unappealable order or in an order for which the time for appeal has elapsed and no appeal has been taken.

Section 27.08. Provisions Relating To Special Facility Agreement.

(a) If Airline is obligated, at any time, to make payments of interest on, premium, if any, and principal of Special Facility Revenue Bonds, then the following shall apply:

(i) If, while any such bonds are outstanding, the agreement creating and governing such obligation of Airline (the "Special Facility Agreement") terminates or is terminated for any reason, whether or not in accordance with its terms, then this Agreement shall likewise terminate; provided, however, that nothing herein shall be deemed to terminate this Agreement if such Special Facility Agreement terminates or is terminated when no such Special Facility Revenue Bonds are outstanding; and provided further, that neither this Agreement nor any such Special Facility Agreement shall be terminated by virtue of the issuance of obligations thereunder for the refunding or refinancing of any such bonds.

(ii) Airline's continued rights to use and occupy its Exclusive Use Premises shall be conditioned upon the performance and observance by Airline of its covenants and agreements in the Special Facility Agreement; provided, however, that such condition shall not be deemed to be violated unless any period established in such Special Facility Agreement for curing any failure to perform or to observe such covenants and agreements has expired without such failure being cured.

(b) In the event that Airline and City are parties to a Special Facility Agreement dated prior to the date of execution of this Agreement, it is the understanding and agreement of City and Airline that City would not have demised and let any Exclusive Use Premises to Airline hereunder if Airline had not heretofore undertaken the duties and obligations required to be performed and observed by the Airline under the terms of such Special Facility Agreement.

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

Attest:

City of Chicago

City Clerk

Mayor

Approved:

Comptroller

Department of Aviation

Commissioner

Approved:

Corporation Counsel

Attest:

United Parcel Service Co.

By:

Secretary

President

[Exhibits A through H and Exhibits O and Q attached to this Amended and Restated Airport Use Agreement printed on pages 22410 through 22555 of this Journal.]

Exhibits I, J, J-1, K, K-1, L, M, N and P attached to this Amended and Restated Airport Use Agreement read as follows:

Exhibit "I"

To Amended And
Restated Airport Use Agreement.

City Of Chicago

1983 Chicago-O'Hare International Airport

General Airport Revenue Bond Ordinance

Adopted: _____, *1983*

An Ordinance Authorizing

The Issuance

By The City Of Chicago Of Its

Chicago-O'Hare International Airport

General Airport Revenue Bonds,

And Providing For The Payment Of

And Security For Said Bonds.

Whereas, The City of Chicago is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

Whereas, The City currently owns and operates an airport known as Chicago-O'Hare International Airport; and

Whereas, The City has heretofore determined to improve and expand said airport and to issue Bonds (as hereinafter defined), payable solely from Revenues (as hereinafter defined), to pay the costs of improvements to, and expansions of, said airport; now, therefore,

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

Article I.

Definitions And Interpretation.

Section 101. Short Title.

This ordinance may hereafter be cited as the "1983 Chicago-O'Hare International Airport General Airport Revenue Bond Ordinance".

Section 102. Definitions.

The following terms, for all purposes of this ordinance, and of any ordinance amendatory or supplemental hereto, and of any certificate, opinion or other document herein mentioned, shall have the meanings herein specified unless the context clearly indicates otherwise:

"Accounts" means the special accounts created and established pursuant to Articles IV and V.

"Aggregate Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period, an amount of money equal to the aggregate of the

amounts of Annual Debt Service with respect to such Bond Year or other specified 12-month period and to the Bonds of all Series.

"Air Transportation Business" means the carriage by aircraft of persons or property as a common carrier for compensation or hire, or the carriage of mail, by aircraft, in commerce, as defined in the Federal Aviation Act of 1958, as amended.

"Airline Party" means, at any time, any person actively engaged in the Air Transportation Business at the Airport who then has an Airport Use Agreement in effect with the City, either directly or through a valid assignment.

"Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached to the Airport Use Agreements, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

"Airport Development Fund" means the Airport Development Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Development Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Airport Development Fund from any source in any Fiscal Year under the Airport Use Agreements.

"Airport Development Plan" means the Airport Development Plan as said term is defined in the Airport Use Agreements.

"Airport Fees and Charges" means Airport Fees and Charges as said term is defined in the Airport Use Agreements.

"Airport Fund" means the Airport Fund created pursuant to Article VII of the Airport Use Agreements.

"Airport Use Agreements" means (a) the airport use agreement and terminal facilities leases entered into between the City and various companies engaged in the Air Transportation Business as authorized by an ordinance adopted by the City Council of the City on _____, 1983, entitled:

"An Ordinance Authorizing The City Of Chicago To Execute New Airport Use Agreements With United Airlines, Incorporated, American Airlines, Incorporated, Trans World Airlines, Incorporated,

Northwest Orient Airlines, Incorporated, Delta Air Lines, Incorporated, and US Air, Incorporated".

(b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as the agreements referred to in (a) above, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time in accordance with their terms and Section 714.

"Annual Debt Service" means, as of any particular date of computation and with respect to a particular Bond Year or other specified 12-month period and to Bonds of a particular Series, an amount of money equal to the sum of (a) all interest payable during such Bond Year or other specified 12-month period on all Bonds of said Series Outstanding on said date of computation and (b) all Principal Installments payable during such Bond Year or other specified 12-month period with respect to all Bonds of said Series Outstanding on said date of computation, all calculated on the assumption that Bonds will after said date of computation cease to be Outstanding by reason, but only by reason, of the payment when due and application in accordance with this Ordinance of Principal Installments payable at or after said date of computation.

"Authorized Newspapers" means not less than two newspapers or financial journals, printed in the English language and customarily published (except in the case of legal holidays) at least once a day for at least five days in each calendar week, one of which is of general circulation in the City, and the other of which is of general circulation in the Borough of Manhattan, City and State of New York.

"Authorized Officer" means (a) the Mayor, the City Treasurer, the City Comptroller, or any other official of the City designated as an "Authorized Officer" under this Ordinance by the Mayor by a Certificate signed by the Mayor and filed with the Trustee for so long as such designation shall be in effect and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his office.

"Bond Counsel" means a firm of attorneys having expertise in the field of law relating to municipal, state and public agency financing, selected by the City and satisfactory to the Trustee.

"Bondholder" or "holder" or words of similar import, when used with reference to a Bond, means any person who shall be the bearer of any Outstanding Bond registered to bearer or not registered, or the registered owner of any Outstanding Bond at the time registered other than to bearer.

"Bonds" means any of the Bonds of the City authenticated and delivered under and pursuant to this Ordinance.

"Bond Year" means a 12-month period commencing on January 2 of each calendar year and ending on January 1 of the next succeeding year.

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

"Capitalized Interest" means any amount included in the proceeds of any Series for the payment of interest on Bonds.

"Capitalized Interest Account" means an Account maintained in the Construction Fund for the deposit of the portion, if any, of the proceeds of any Series representing Capitalized Interest.

"Certificate" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any Certificate of the City may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such Certificate knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such Certificate may be based, as aforesaid, is erroneous. The same officer of the City, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Ordinance, but different officers, counsel, accountants or other persons may certify to different facts, respectively. Every Certificate, and every certificate or opinion of counsel, accountants, engineers or other persons provided for herein shall include:

(a) a statement that the person making such certificate or opinion or representation has read the pertinent provision of this Ordinance to which such statement, certificate, opinion or representation relates;

(b) a brief statement as to nature and scope of the examination or investigation upon which the statements, opinions or representations are based;

(c) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion with respect to the subject matter referred to in the instrument to which his signature is affixed; and

(d) with respect to any statement relating to compliance with any provisions hereof, a statement whether or not, in the opinion of such person, such provision has been complied with.

"City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under the laws of the State of Illinois.

"City Council" means the City Council of the City, or any succeeding governing or legislative body of the City.

"Code" means the Internal Revenue Code of 1954, as from time to time supplemented and amended. References to the Code and to sections of the Code shall include relevant final, temporary or proposed Regulations as in effect from time to time and, with reference to any Series, as applicable to obligations issued on the date of issuance of such Series.

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

"Commissioner of Public Works" means the Commissioner of the Department of Public Works of the City, or any successor or successors to the duties of such official.

"Construction Fund" means the Construction Fund created by Section 401.

"Consulting Engineer" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airports and aviation facilities, entitled to practice and practicing as such under the laws of the State of Illinois, who, in the case of any individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Costs of Issuance" means any item of expense payable or reimbursable, directly or indirectly, by the City and related to the authorization, offering, sale, issuance and delivery of Bonds, including but not limited to

travel and other expenses of any officer or employee of the City in connection with the authorization, offering, sale, issuance and delivery of such Bonds, printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any Fiduciary, legal fees and disbursements, fees and disbursements of the Independent Airport Consultant, Independent Accountant and the Consulting Engineer, fees and disbursements of other consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, premiums on municipal Bond insurance, credit facility charges and costs and expenses of refunding.

"Counsel's Opinion" means a written opinion of counsel selected by the City (who may be the Corporation Counsel for the City). Any Counsel's Opinion may be based, insofar as it relates to factual matters (information with respect to which is in the possession of the City) upon a certificate or opinion of, or representation by, an officer of the City, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate or opinion or representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous.

"Debt Service Fund" means the Debt Service Fund created by Section 501.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund created by Section 501.

"Debt Service Reserve Fund Requirement" means for the current or any future Bond Year an amount equal to the maximum amount of Aggregate Debt Service for such Bond Year.

"Emergency Reserve Fund" means the Emergency Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Emergency Reserve Fund Deposit Requirement" for any Fiscal Year means any amount required to be deposited in the Emergency Reserve Fund in any Fiscal year under the Airport Use Agreements.

"Event of Default" means an Event of Default under Section 1201.

"Federal Obligation" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

"Fiduciary" means the Trustee or any Paying Agent or any or all of them, as may be appropriate.

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

transition fiscal year adopted by the City pursuant to Article XXIII of the Airport Use Agreement.

"Funds" means the special funds created and established pursuant to Articles IV and V or pursuant to Article VII of the Airport Use Agreements.

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

"Independent Accountant" means a certified public accountant selected by the City and licensed to practice in the State of Illinois, and who (a) in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party, (b) shall be satisfactory to the Trustee and (c) may be the accountant that regularly audits the books of the City or the Airport.

"Independent Airport Consultant" means a consultant, other than the Consulting Engineer, selected by the City, with expertise in the administration, financing, planning, maintenance and operations of airports and facilities thereof, and who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.

"Interest Account" means the Interest Account in the Debt Service Fund.

"Interest Payment Date" means any January 1 or July 1 on which a Principal Installment or interest on any Series is payable in accordance with its terms and the terms of this Ordinance and the Supplemental Ordinance authorizing such Series.

"Junior Lien Obligations" means any bonds, notes or evidences of indebtedness, other than Bonds and Special Facility Revenue Bonds, issued by the City as permitted by Section 705.

"Junior Lien Obligation Debt Service Fund" means the Junior Lien Obligation Debt Service Fund created by Section 501.

"Land Support Area" means the land and air rights identified as the "Land Support Area" on Exhibit G attached to the Airport Use Agreements, and, except as otherwise provided therein, all structures, improvements, facilities, roads and utilities now or hereafter located thereon.

"Maintenance Reserve Fund" means the Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Majority-in-Interest" means a Majority-in-Interest of the Airline Parties determined in accordance with the provisions of the Airport Use Agreements.

"Net Revenues Available for Debt Service" for any Fiscal Year means the net income before extraordinary items of the Airport (excluding the net income of the Land Support Area except to the extent deposited in the Revenue Fund) calculated in accordance with generally accepted accounting principles (a) plus (i) interest payable on Bonds, (ii) interest payable on Junior Lien Obligations, (iii) any transfers to the Revenue Fund from the Airport Development Fund or the Emergency Reserve Fund pursuant to Sections 10.04(c) or 11.03(b) of the Airport Use Agreements, (iv) any balance held in the Revenue Fund at the end of the preceding Fiscal Year and (v) depreciation, amortization of debt discount and financing expenses and (b) minus, to the extent included in such net income before extraordinary items of the Airport, (i) any passenger facility charge or similar tax levied by and on behalf of the City and collected during such Fiscal Year, (ii) interest or other income earned on the Airport Development Fund, the Emergency Reserve Fund and the Construction Fund, (iii) Government Grants-in-Aid (except to the extent used to pay for or reimburse the cost of any Capital Project previously funded through the issuance of Bonds or Junior Lien Obligations), (iv) any amounts derived by the City from Special Facility Financing Arrangements entered into in connection with Special Facility Improvements to the extent such moneys derived are required to pay principal of, premium, if any, and interest on Special Facility Revenue Bonds and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the issuance of such Special Facility Revenue Bonds, (v) gifts to fund Capital Projects and (vi) the proceeds of any condemnation awards.

"Operation and Maintenance Expense Projection" for any Fiscal Year means the estimate of Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) for such Fiscal Year prepared pursuant to Section 7.02 of the Airport Use Agreements.

"Operation and Maintenance Expenses" means Operation and Maintenance Expenses as said term is defined in the Airport Use Agreements.

Operation and Maintenance Fund" means the Operation and Maintenance Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund" means the Operation and Maintenance Reserve Fund created pursuant to Article VII of the Airport Use Agreements.

"Operation and Maintenance Reserve Fund Deposit Requirement" for any Fiscal Year means the amount, if any, required to increase the balance in the Operation and Maintenance Reserve Fund (including amounts receivable from the Operation and Maintenance Fund) to an amount equal to one-fourth of such Fiscal Year's Operation and Maintenance Expense Projection and as adjusted at midyear pursuant to Section 7.06 of the Airport Use Agreements.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented by Supplemental Ordinances adopted and effective in accordance with Article X.

"Outstanding", when used with reference to the Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Ordinance except:

(a) Bonds cancelled by the Trustee at or prior to such date or theretofore delivered to the Trustee for cancellation;

(b) Bonds (or portions of Bonds) for the payment or redemption of which there shall be held in trust and set aside for such payment or redemption (whether at, prior to or after the maturity or redemption date) moneys or Federal Obligations the principal of and interest on which when due or payable will provide moneys, together with the moneys, if any, deposited with the Trustee at the same time, in an amount sufficient to pay the principal or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, and, if such Bonds are to be redeemed, for which notice of such redemption shall have been given as provided in Article VI or provisions satisfactory to the Trustee shall have been made for the giving of such notice;

(c) Bonds for the transfer or exchange of, in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Ordinance; and

(d) Bonds deemed to have been paid as provided in Section 1401.

"Paying Agent" means any bank or trust company designated as a paying agent for a Series and its successor or successors hereafter appointed in the manner herein provided.

"Principal Account" means the Principal Account in the Debt Service Fund.

"Principal Installment" means, as of any particular date of computation and with respect to Bonds of a particular Series, an amount of money equal to the aggregate of (a) the principal amount of Outstanding Bonds of said Series which mature on a single future date, reduced by the aggregate principal amount of such Outstanding Bonds which would at or before said future date be retired by reason of the payment when due and application in accordance with this Ordinance of Sinking Funds Payments payable at or before said future date for the retirement of such Outstanding Bonds, plus (b) the amount of any Sinking Fund Payments payable on said future date for the retirement of any Outstanding Bonds of such Series, and said future date shall, for all purposes hereof, be deemed to be the date when such Principal Installment is payable and the date of such Principal Installment.

"Project Account" means each separate Account established in the Construction Fund with respect to any particular Capital Project or Projects.

"Qualified Collateral" means:

(a) Federal Obligations;

(b) Direct and general obligations of any State of the United States of America or any political subdivision of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successor; and

(c) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project 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.

"Qualified Investments" means:

(a) Federal Obligations;

(b) Deposits in interest-bearing time deposits or certificates of deposit or similar arrangements issued by any bank or national banking

association, including a Fiduciary, which deposits, to the extent not insured by the Federal Deposit Insurance Corporation, shall be secured by Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such deposits, marked to market monthly, and which Qualified Collateral shall have been deposited in trust by such bank or national banking association with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such deposits;

(c) Direct and general obligations of any State of the United States of America or any political subdivisions of the State of Illinois which are rated not less than AA or Aa or their equivalents by Standard & Poor's Corporation or Moody's Investors Service, Inc., or their successor;

(d) Obligations issued by any of the following agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks System, Federal Land Banks, Export-Import 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 30 calendar days with banks which are members of the Federal Reserve System or with government Bond dealers recognized as primary dealers by the Federal Reserve Bank of New York that are secured by Federal Obligations having a current market value at least equal to 103% of the amount of the repurchase agreement, marked to market weekly, and which Federal Obligations shall have been deposited in trust by such banks or dealers with the trust department of the Trustee or with a Federal Reserve Bank or branch, or with the written approval of the City and the Trustee, with another bank, trust company or national banking association for the benefit of the City and the appropriate Fund or Account as collateral security for such repurchase agreements; and

(f) Public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Redemption Price" means with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond or the Supplemental Ordinance under which such Bond was issued.

"Refunding Bonds" means all Bonds, whether issued in one or more Series, authenticated and delivered on original issuance for the purpose of the refunding of Bonds of any Series and all Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to this Ordinance.

"Regulations" means the Income Tax Regulations (26 C.F.R. Part 1) promulgated under and pursuant to the Code.

"Revenue Fund" means the Revenue Fund created by Section 501.

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

issuance of Bonds or Junior Lien Obligations), (e) insurance proceeds which are not deemed to be revenues in accordance with generally accepted accounting principles, (f) the proceeds of any condemnation awards, and (g) the proceeds of any borrowings by the City.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance pursuant to a Supplemental Ordinance and designated as a Series therein.

"Series 1982 Bonds" means the Chicago-O'Hare International Airport Special Facility Revenue Bonds, Series 1982-A, B and C (Delta Air Lines, Inc. Terminal Project) of the City dated November 15, 1982.

"Series 1959 Bonds" means Chicago-O'Hare International Airport Revenue Bonds issued under that certain ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds", adopted by the City Council of the City on December 29, 1958, as heretofore supplemented by ordinances adopted by the City Council of the City on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 25, 1970 and August 30, 1972.

"Sinking Fund Payment" means, as of any particular date of determination and with respect to the Outstanding Bonds of any Series, the amount required by a Supplemental Ordinance to be paid in any event by the City on a single future date for the retirement of Bonds of such Series which mature after said future date, but does not include any amount payable by the City by reason only of the maturity of a Bond.

"Special Capital Project Expenditure" means a Special Capital Project Expenditure as said term is defined in the Airport Use Agreements.

"Special Capital Projects Fund" means the Special Capital Projects Fund created pursuant to Article VII of the Airport Use Agreements.

"Special Facility Financing Arrangements" means (a) a lease or loan agreement and any contemporaneous financing instruments relating to Special Facility Improvements entered into by the City pursuant to which the lessee or borrower agrees to make payments to the City during the term thereof in an amount at least equal to the sum of (i) the principal of, premium, if any, and interest on Special Facility Revenue Bonds issued to finance such Special Facility Improvements as the same become due, (ii) all costs of operating and maintaining such Special Facility Improvements required to be paid by the City and for which no mechanism for

reimbursement to the City has been established other than payments pursuant to such lease or loan agreement and any contemporaneous financing instrument and (iii) all sinking and other reserve fund payments required by the ordinance or resolution authorizing such Special Facility Revenue Bonds as the same shall become due, or (b) any lease of, or other instrument relating to, a Special Facility Improvement entered into by the City as a result of a default by the original or a subsequent lessee of, or borrower in connection with, such Special Facility Improvement, to the extent such lease or instrument, or the proceeds thereof, has been pledged to the payment of Special Facility Revenue Bonds.

"Special Facility Improvement" means a building or facility at the Airport, or an improvement to such building or facility, or portion thereof, as has been constructed, installed, equipped or acquired with the proceeds of the sale of Special Facility Revenue Bonds or funds of the user thereof, or both.

"Special Facility Revenue Bonds" means bonds, notes or other evidences of indebtedness of the City, with respect to which the principal, premium, if any, and interest are payable solely from the proceeds of the sale of such bonds, notes or other evidences of indebtedness and from rentals or other charges derived by the City under and pursuant to one or more Special Facility Financing Arrangements relating to specific Special Facility Improvements entered into between the City and the user or users of such Special Facility Improvements, which bonds, notes or other evidences of indebtedness are not payable from Revenues, from Airport Fees and Charges or from other revenues of the City, and for which the City has no taxing obligation.

"Supplemental Ordinance" means an ordinance supplemental to or amendatory of this Ordinance, adopted by the City Council and effective as provided in Article X.

"Trustee" means the bank, trust company or national banking association appointed as trustee hereunder pursuant to Section 1301 or its successor hereinafter appointed in the manner provided in this Ordinance.

Section 103. Interpretation.

(a) In this Ordinance, unless the context otherwise requires:

(i) The terms "hereby", "hereof", "hereto", "hereunder" and any similar terms used herein refer to this Ordinance, and the term "hereafter" shall

mean after; and the term "heretofore" shall mean before, the date of adoption of this Ordinance;

(ii) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(iii) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(iv) Words importing the redemption or redeeming of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond;

(v) Any percentage of Bonds, for purposes of this Ordinance, shall be computed on the basis of the unpaid principal amount of Bonds Outstanding at the time the computation is made or is required to be made hereunder;

(vi) Any headings preceding the text of the several Articles and Sections of this Ordinance, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Ordinance, nor shall they affect its meaning, construction or effect; and

(vii) Articles and Sections mentioned by number only are the respective Articles and Sections of this Ordinance so numbered.

(b) Any publication to be made under the provisions of this Ordinance in successive weeks or on successive dates may be made in each instance upon any business day of the week and need not be made in the same Authorized Newspapers for any or all of the successive publications but may be made in different Authorized Newspapers. If, because of the temporary or permanent suspension of the publication or general circulation of any of the Authorized Newspapers or for any other reason, it is impossible or impractical to publish any notice pursuant to this Ordinance in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice.

Section 104. Severability Of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Ordinance on the part of the City or any Fiduciary to be performed should be

contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of the Ordinance or of the Bonds.

Section 105. Successors And Assigns.

Whenever in this Ordinance the City is named or referred to, it shall and shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations, and agreements by or on behalf of, and other provisions for the benefit of, the City contained in this Ordinance shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agent or instrumentality to whom or to which there shall be transferred by or in accordance with law any right, power or duty of the City, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with any such covenants, stipulations, obligations, agreements or other provisions of this Ordinance.

Section 106. Parties Interested Herein.

Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Fiduciaries and the holders of the Bonds and the coupons thereunto appertaining, if any.

Article II.

Authorization, Obligation And Issuance Of Bonds.

Section 201. Authorization For Ordinance.

This Ordinance is adopted by virtue of and pursuant to the home rule powers of the City. The City has ascertained and hereby determines and declares that adoption of this Ordinance is necessary to meet the commercial and general aviation needs of the citizens of the City, that each and every

act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare of the City and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful and convenient to carry out and effectuate the corporate purposes of the City.

Section 202. Ordinance To Constitute Contract.

In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Ordinance and any Supplemental Ordinance shall be a part of the contract of the City with the holders of Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee and the holders from time to time of the Bonds or the coupons, if any, thereto appertaining.

Section 203. Authorization Of Bonds.

In order to provide sufficient funds for the financing or refinancing of Capital Projects, Bonds are hereby authorized to be issued from time to time in one or more Series as hereinafter provided, without limitation as to amount except as may be limited by law for the purpose of (a) the payment, or the reimbursement for the payment of the costs of one or more Capital Projects, (b) the refunding of any Bonds or other obligations issued to finance or refinance one or more Capital Projects, including, but not limited to, the refunding of the Series 1982 Bonds, any other Special Facility Revenue Bonds and Junior Lien Obligations, (c) the refunding of the Series 1959 Bonds or (d) funding of the Debt Service Reserve Fund and any other Fund or Account as specified in the Supplemental Ordinance under which such Bonds are issued; including, in each case payment of Costs of Issuance.

Section 204. Source Of Payment; Pledge Of Revenues.

The Bonds shall be legal, valid and binding limited obligations of the City payable solely from Revenues and certain other moneys and securities held by the Trustee under the provisions of this Ordinance. The Bonds and the interest thereon do not constitute an indebtedness or a loan of credit of the City within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. A pledge of the Revenues and of all

moneys and securities held or set aside or to be held or set aside by any Fiduciary under this Ordinance is hereby made, and the same are hereby pledged, to secure the payment of the principal and Redemption Price of, and interest on, the Bonds, subject only to the provisions of this Ordinance requiring or permitting the payment, setting apart or appropriation thereof for or to the purposes and on the terms, conditions, priorities and order set forth in or provided under this Ordinance. This pledge shall be valid and binding from and after the date of issuance of any Bonds hereunder; the Revenues so pledged and then or thereafter received by the City shall immediately be subject to the lien of such pledge without any physical delivery or further act; and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the City, irrespective of whether such parties have notice thereof.

Section 205. Issuance And Delivery Of Bonds.

After their authorization by a Supplemental Ordinance, Bonds of any Series may be executed by or on behalf of the City and delivered to the Trustee for authentication and, upon compliance by the City with the requirements, if any, set forth in such Supplemental Ordinance and with the requirements of Section 206 or, in the case of Refunding Bonds, Section 207, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the City.

Section 206. Conditions Precedent To Delivery Of Any Series.

Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) A copy of this Ordinance certified by the City Clerk;

(b) A Counsel's Opinion to the effect that (i) the City had the right and power to adopt this Ordinance and the Supplemental Ordinance authorizing such Series; (ii) this Ordinance and such Supplemental Ordinance have been duly and lawfully adopted by the City Council, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms; (iii) this Ordinance creates the valid pledge of Revenues, moneys and securities which it purports to create; and (iv) upon the execution, authentication and delivery thereof, the Bonds of such Series will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois and this Ordinance;

(c) A written order as to the delivery of such Series, signed by an Authorized Officer and stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of such Series and (ii) that no Event of Default has occurred and is continuing under this Ordinance;

(d) A copy of the Supplemental Ordinance authorizing such Series, certified by the City Clerk, which shall specify:

(i) The authorized principal amount and Series designation of such Bonds;

(ii) The purpose or purposes for which such Series is being issued;

(iii) The date or dates, and the maturity date or dates, of the Bonds of such Series;

(iv) The interest rate or rates to be borne by the Bonds of such Series or the manner of determining such rate or rates, and the Interest Payment Dates therefor;

(v) The manner of dating, numbering and lettering the Bonds of such Series;

(vi) The Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Bonds of such Series or the manner of appointing and designating the same;

(vii) The Redemption Price or Prices, if any, of, and, subject to the provisions of Article VI, the redemption terms for, the Bonds of such Series;

(viii) The amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series;

(ix) If so determined by the City, provisions for the sale of the Bonds of such Series;

(x) The forms of the Bonds of such Series, of the coupons to be attached to the coupon Bonds of such Series and of the Trustee's certificate of authentication;

(xi) Any limit on the aggregate principal amount of such Series which may be authenticated and delivered under such Supplemental Ordinance (except for Bonds authenticated and delivered upon registration and transfer of, or in exchange for, or in lieu of, other Bonds of such Series pursuant to Article III); and

(xii) Any other provisions deemed advisable by the City as shall not conflict with the provisions hereof.

(e) A Certificate stating:

(i) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in the Debt Service Reserve Fund, so that the amount held therein shall be equal to the Debt Service Reserve Fund Requirement after giving effect to the issuance of such Series;

(ii) The amount, if any, of the proceeds of such Series to be paid to the Trustee for deposit in a Capitalized Interest Account;

(iii) The amount of the proceeds of such Series to be paid to the Trustee for deposit in a Project Account; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Bonds is to be used.

(f) A Certificate stating that Annual Debt Service on such Series in each year such Series is Outstanding constitutes Debt Service as such term is defined in the Airport Use Agreements and may be included by the City in the relevant calculations of Airport Fees and Charges;

(g) If Majority-in-Interest approval is required by the Airport Use Agreements for the issuance of such Series, a Certificate stating that such approval has been obtained;

(h) A certificate of the Independent Airport Consultant setting forth, for each of the five Fiscal Years following the Fiscal Year in which the Consulting Engineer estimates that the Capital Project financed by such Series will be completed, or if there are more than one such Capital Project, the Capital Project scheduled to be last completed, estimates of Revenues and the Operation and Maintenance Expenses and other amounts required to be deposited into the Funds created under this Ordinance, and demonstrating that Net Revenues Available for Debt Service in each such Fiscal Year shall at least equal an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for each such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during each such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on Bonds;

(i) With respect to any Series of Bonds issued to pay the costs of Capital Projects not described in the Airport Development Plan, a certificate of an Independent Accountant stating that with respect to any period of 12 consecutive months within the 18 calendar month-period next preceding the date of issuance of such Bonds, the Net Revenues Available for Debt Service were equal to not less than the sum of (i) the amounts required by Section 503 to be deposited for such 12 consecutive months in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund, and (ii) one and twenty-five hundredths times the Aggregate Debt Service for such 12-month period excluding any amount of Aggregate Debt Service which was paid from the Capitalized Interest Account during such 12-month period; and

(j) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

Section 207. Conditions Precedent To Delivery Of Any Series Of Refunding Bonds.

All Refunding Bonds of any Series shall be executed by the City and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the City or upon its order, but only following the receipt by the Trustee of:

(a) The documents referred to in subsections (a), (b), (c), (d), (e), (f) and (g) of Section 206;

(b) If a redemption of Bonds is to be effected, irrevocable instructions to the Trustee to give due notice of redemption of all the Bonds to be refunded and the redemption date or dates, if any, upon which such Bonds are to be redeemed;

(c) If a redemption of Bonds is to be effected and the redemption is scheduled to occur subsequent to the next succeeding 45 days, irrevocable instructions to the Trustee to publish as provided in Article VI notice of redemption of such Bonds on a specified date prior to their redemption date;

(d) A certificate of an Independent Accountant stating the amount of either (i) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to pay the Bonds to be refunded at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date or dates, or (ii) Federal Obligations the principal of, and interest on,

which when due (without reinvestment thereof), together with the moneys (which may include all or a portion of the proceeds of the Refunding Bonds *to be issued), if any, which must be contemporaneously deposited with the* Trustee, to be sufficient to pay when due the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date or dates or the date or dates of maturity thereof;

(e) Such further documents and funds as are required by the provisions of Article X or any Supplemental Ordinance.

Section 208. Application Of Proceeds Of Bonds And Refunding Bonds.

The proceeds, including accrued interest, of any Series shall be deposited with the Trustee and shall be applied by the Trustee in accordance with the Certificate delivered to the Trustee pursuant to Section 206(e).

Article III.

General Terms And Provisions Of Bonds.

Section 301. Title And Date Of Bonds.

Subject to the provisions of Section 303, each Bond shall be entitled "Chicago-O'Hare International Airport General Airport Revenue Bond" or such other title as may be specified in, and shall bear such additional letter or number Series designation as shall be determined in, the Supplemental Ordinance authorizing such Bonds. Each coupon Bond shall be dated as of the date specified in or determined in accordance with the Supplemental Ordinance authorizing such Bond and shall bear interest, from its date, payable in the case of installments due at and prior to maturity, in accordance with, and upon surrender of, the appurtenant interest coupons as they severally become due. Each registered Bond shall be dated as of the Interest Payment Date next preceding the date of authentication and delivery thereof by the Trustee, except that (a) if such date of authentication and delivery shall be prior to the first Interest Payment Date, said Bond shall be dated as of the date of the Bonds in coupon form, as specified in the Supplemental Ordinance authorizing such Bonds, or, if no coupon Bonds are issued, then as of the date specified in such Supplemental Ordinance, (b) if such date of authentication and delivery shall be an Interest Payment Date, said Bond shall be dated as of such Interest Payment Date, or (c) if interest due on said Bond shall not have been paid in full, then notwithstanding any of the foregoing provisions of this Section, said Bond shall be dated as of the

date to which interest has been paid in full on said Bond. Each registered Bond shall bear interest from its date.

Section 302. Payment Dates.

All Principal Installments shall become due on the first day of January and all interest on Bonds shall become due on the Interest Payment Dates, in such years as shall be specified in the Supplemental Ordinance authorizing each Series.

Section 303. Legends.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Ordinance as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, or otherwise, as may be determined by the City prior to the authentication and delivery thereof.

Section 304. Place And Medium Of Payment.

Principal, interest and premium, if any, with respect to the Bonds shall be payable in lawful money of the United States of America. The principal of and premium, if any, on the coupon Bonds not registered as to principal shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent. Interest on the coupon Bonds shall be payable at the principal corporate trust office of the Trustee or, at the option of the holder, at the principal office of any other Paying Agent upon presentation and surrender of the coupons representing such interest. The principal of and premium, if any, on registered Bonds (including coupon Bonds registered as to principal) shall be payable at the principal corporate trust office of the Trustee. Interest on fully registered Bonds without coupons shall be paid by the Trustee by check or draft mailed to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 305. Form And Denominations; Payment Of Interest.

The Bonds of each Series may be issued in the form of coupon Bonds, registrable as to principal only, in the denomination of $5,000 each, or in the

form of fully registered Bonds without coupons, in denominations of $5,000 or any integral multiple thereof, or in both such forms or in such other denomination or denominations as shall be specified in the Supplemental Ordinance authorizing such Series. Coupon Bonds shall be in form initially payable to bearer with a single coupon attached for each installment of interest thereon, but shall be registrable as to principal only in the manner provided in Section 307. Coupon Bonds shall be payable as to interest only according to the tenor and upon presentation and surrender of the coupons appertaining thereto as they severally become due. Interest on Bonds in fully registered form shall be payable to the registered owners at the addresses of such owners appearing on the registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee.

Section 306. Interchangeability Of Bonds.

(a) Coupon Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with all unmatured coupons attached, may, at the option of the holder thereof, and upon payment by such holder of any charges which the City or the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series, maturity and interest rate of any authorized denominations.

(b) Bonds issued in fully registered form, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 308, be exchanged for an equal aggregate principal amount of coupon Bonds of the same Series, maturity and interest rate with appropriate coupons attached, or of Bonds issued in fully registered form of the same Series, maturity and interest rate, of any of the authorized denominations.

Section 307. Negotiability, Transfer And Registry.

(a) Title to all coupon Bonds, except when registered as to principal otherwise than to bearer, shall pass by delivery as negotiable instruments payable to bearer. Any coupon Bond may be registered as to principal on the registration books maintained by the City at the principal corporate trust office of the Trustee, upon presentation thereof at said office and the payment of a charge sufficient to reimburse the City or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such registration, and such registration shall be noted on such Bond. After

said registration, no registration of transfer thereof shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Bond, but such Bond may be discharged from registration by being in like manner transferred to bearer. Thereafter such Bond may again, from time to time, be registered or discharged from registration in the same manner. Registration of any coupon Bond as to principal, however, shall not affect the negotiability by delivery of the coupons appertaining to such Bond, but every such coupon shall continue to pass by delivery and shall remain payable to bearer.

(b) The transfer of each fully registered Bond and each coupon Bond which shall at the time be registered as to principal other than to bearer shall be registrable only upon the registration books maintained by the City for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for registration of transfer of any such registered Bond, the City shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds registered in the name of the transferee or, at the option of the transferee, a coupon Bond or Bonds, with appropriate coupons attached, of the same aggregate principal amount, Series maturity and interest rate as the surrendered Bonds.

(c) As to any coupon Bond registered as to principal other than to bearer the person in whose name the same shall be registered upon the registration books maintained by the City at the principal corporate trust office of the Trustee may be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons, and payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as above provided, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The City and any Fiduciary may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price, if any, thereof and for all other purposes

whatsoever except for the purpose of receiving payment of coupons, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. The City and each Fiduciary may deem and treat the person in whose name any fully registered Bond shall be registered upon the registration books maintained by the City at the principal corporate trust offices of the Trustee as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

Section 308. Regulations With Respect To Exchanges And Transfers.

In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All registered Bonds surrendered for exchange or registration of transfer shall forthwith be cancelled by the Trustee. All coupon Bonds and the coupons thereto appertaining surrendered in any such exchanges or transfers may, in the Trustee's discretion, be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges, and the Trustee, prior to reissuance of any such coupon Bonds, shall detach therefrom and cancel all matured coupons. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, the City or the Trustee may, as a condition precedent to the privilege of making such exchange or registration of transfer, make a charge sufficient to reimburse it or any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer, and, except (a) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, (b) in the case of a Bond issued upon the first exchange or registration of transfer of a Bond or Bonds hereunder or (c) as otherwise provided herein, may charge the person requesting such exchange or registration of transfer a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or registration of transfer. Neither the City nor the Trustee shall be required to exchange or register the transfer of Bonds of any Series for a period of ten days next preceding an Interest Payment Date on the Bonds of such Series or, in the case of any proposed redemption of Bonds for a period of ten days next preceding any selection of Bonds to be redeemed or thereafter until the first publication or mailing of any notice of redemption.

Section 309. Bonds Mutilated, Destroyed, Stolen Or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute, and thereupon the Trustee shall authenticate and deliver a new Bond (with appropriate coupons attached in the case of coupon Bonds) of like Series, maturity, principal amount and interest rate as the Bond and attached coupons, if any, so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond and attached coupons, if any, or in lieu of and substitution for the Bond and coupons, if any, destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the City and the Trustee that such Bond and attached coupons, if any, have been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the City and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the City and the Trustee may prescribe and paying such expenses as the City and Trustee may incur in connection therewith. All Bonds and coupons so surrendered to the Trustee shall be cancelled by it. Any such new Bond or coupons issued pursuant to this section in substitution for a Bond or coupons alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the City, whether or not the Bond or coupons so alleged to be destroyed, stolen or lost constitute contractual obligations at any time enforceable by anyone, and shall be, to the same extent as such Bond or coupons alleged to be destroyed, stolen or lost and in place of which such Bond was issued, equally secured by the pledge contained in Section 204 with all other Bonds and coupons issued under this Ordinance.

Section 310. Preparation Of Definitive Bonds, Temporary Bonds.

(a) Definitive Bonds shall be lithographed or printed with steel engraved borders. Until the definitive Bonds of any Series are prepared, the City may execute in the same manner as is provided in Section 312 and, upon the request of the City, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability of coupon Bonds and fully registered Bonds, one or more temporary Bonds (which may be registrable as to principal and interest) substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, but with or without coupons, in denominations of $5,000 or any integral multiple thereof, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds in coupon form shall be payable only upon the presentation and surrender of the coupons therefor attached thereto or, if no coupons for such interest are attached thereto, then only upon presentation of such temporary Bonds for

notation thereon of the payment of such interest. The City at its own expense shall prepare and execute and, upon the surrender therefor of such temporary Bonds for exchange and cancellation with all unmatured coupons, if any, and all matured coupons, if any, for which no payment or only partial payment has been provided, attached, the Trustee shall authenticate and, without charge to the holder thereof, deliver in exchange therefor, at the principal corporate trust office of the Trustee definitive coupon Bonds, with appropriate coupons attached, or, at the option of the holder, definitive Bonds issued in fully registered form, of the same aggregate principal amount, Series and maturity as the temporary Bonds surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Ordinance.

(b) If the City shall authorize the issuance of temporary Bonds in more than one denomination, the holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount, Series and maturity of any other authorized denomination or denominations, and thereupon the City shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 308, shall deliver a temporary Bond or Bonds of like aggregate principal amount, Series and maturity in such other authorized denomination or denominations as shall be requested by such holder.

(c) All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 311. Cancellation And Destruction Of Bonds Or Coupons.

All Bonds paid or redeemed, either at or before maturity, together with all unmatured coupons, if any, thereto appertaining, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds and coupons, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. All interest coupons shall be promptly cancelled upon their payment and delivered to the Trustee. Bonds and coupons so cancelled may at any time be cremated or otherwise destroyed by the Trustee, who shall execute a certificate of cremation or destruction in duplicate by the signature of one of its authorized officers describing the Bonds and coupons so cremated or otherwise destroyed, and one executed certificate shall be filed with the City and the other executed certificate shall be retained by the Trustee.

Section 312. Execution.

(a) The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor and its corporate seal, or a facsimile thereof, shall be affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the City Clerk.

(b) In case any officer whose signature, or a facsimile of whose signature, shall appear on any Bonds or coupons shall cease to hold such office before authentication and delivery of the Bonds by the Trustee, such Bonds shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such Bonds had not ceased to hold such office. Any Bond may be signed, sealed or attested on behalf of the City by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

(c) The coupons appertaining and to be attached to any Bonds shall bear and be executed by the facsimile signature of the Mayor and the City may from time to time adopt and use for that purpose the facsimile signature of any person who shall have been the Mayor at any time on or after the date of such Bond; notwithstanding that at the date of such Bond such person may not be the duly elected Mayor or that at the time when such Bonds shall be authenticated and delivered or such coupons shall be attached such person may have ceased to hold such office.

Section 313. Authentication.

(a) The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond and no coupon thereto appertaining shall be entitled to any right or benefit under this Ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the City shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Ordinance and that the holder thereof is entitled to the benefits hereof.

(b) Except as otherwise provided herein, the Trustee, before authenticating and delivering any coupon Bonds, shall cut off, cancel and destroy all matured coupons thereto attached, except matured coupons for which payment in full has not been provided. However, when such Bonds are issued in exchange for registered Bonds upon which interest is in default, as shown by the records of the Trustee, such Bonds shall have attached thereto all coupons maturing after the date to which interest has been paid in full, as shown by the records of the Trustee, and in case any

interest installments shall have been paid in part, appropriate notation shall be made on the coupons to evidence such fact.

Article IV.

Construction Fund.

Section 401. Deposits In Construction Fund.

(a) The City shall deposit with the Trustee the amount of the proceeds of any Series specified in the Certificate referred to in Section 206(e)(iii), which amount shall be credited by the Trustee to the Construction Fund, which is hereby created, and shall be held in trust in one or more Project Accounts pending the application of such proceeds as provided in the Supplemental Ordinance under which such Series was issued and shall be subject to the pledge contained in Section 204 in favor of the holders of the Outstanding Bonds pending their application as so provided.

(b) The amount, if any, of Capitalized Interest included in the proceeds of the Bonds of any Series as specified in the Certificate referred to in Section 206(e)(ii) shall be deposited in a Capitalized Interest Account. Separate Capitalized Interest Accounts may be created and maintained for each Series.

(c) The City shall also deposit with the Trustee all Government Grants-in-Aid for or with respect to any Capital Project funded or to be funded in part from the proceeds of Bonds. The Trustee shall be accountable only for moneys actually so deposited. All such Government Grants-in-Aid shall be deposited by the Trustee in the Construction Fund and credited to a Project Account created therefor.

Section 402. Costs Of Capital Projects.

For the purposes of this Ordinance the costs of Capital Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Capital Projects or any part thereof and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the costs of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Capital Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of Capital Projects, and premiums on insurance, if any, in connection with such Capital Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Capital Projects or the issuance of Bonds therefor;

(g) The Costs of Issuance;

(h) Any cost properly chargeable to such Capital Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Capital Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Capital Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Capital Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Capital Projects and the financing thereof, including the payment of the costs of interest on Bonds from amounts in the Capitalized Interest Account.

Section 403. Disbursements From Construction Fund.

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account to the Interest Account which shall be scheduled and made as interest is required to be paid on the related Bonds) shall be made in accordance with requisitions signed by the City Comptroller and, except in respect of disbursements for the payment of Costs of Issuance, shall be accompanied by a statement signed by the Commissioner of Public Works, in respect of each payment, as to the following:

(i) Item number of the payment;

(ii) The name of the person, firm or corporation to whom the payment is due;

(iii) The amount to be paid and the Project Account within the Construction Fund to which the item is to be charged;

(iv) The Capital Project and purpose, by general classification, for which payment is to be made;

(v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against such Project Account in the Construction Fund and is due and has not been included in any prior requisition which has been paid; and

(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) In respect to disbursements from the Construction Fund, other than payment of Costs of Issuance, in payment for work done in connection with the construction, acquisition and installation of Capital Projects, such requisition, signed by the City Comptroller shall in addition to the accompanying statement to be executed by the Commissioner of Public Works, be accompanied by a certificate signed by a Consulting Engineer

certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Construction Fund and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such Capital Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate Project Account in the Construction Fund and the Trustee shall make disbursements in accordance with the directions from the City Comptroller. The moneys held in the Construction Fund shall be invested in accordance with the requirements of Section 505.

Section 404. Progress Reports And Completion Certificate.

Promptly after the construction, installation and acquisition of the Capital Project or Projects for which a Project Account has been established, the City will deliver to the Trustee a Certificate stating the date of such completion.

At least once in each month during the period of the construction, installation and acquisition of each such Capital Project the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such Capital Project, including comparisons between the actual time elapsed and the actual costs and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of Bonds requesting copies thereof.

Section 405. Disposition Of Remaining Balances.

(a) To the extent that there is any balance remaining in any Project Account established in the Construction Fund after the completion of the Capital Project or Projects for which such Project Account was established, such balance shall be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this section from such Project Account for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts to pay the costs of other Capital Projects, (ii) to make transfers into the Debt Service Reserve Fund to make up any

deficiency therein, (iii) to make transfers to the Interest Account, or (iv) to redeem Bonds in accordance with the provisions of this Ordinance.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Certificate attached to the requisition certifying (1) that the Capital Project or Projects to which such balance relates have been completed and (2) that the sum stated in the Certificate is sufficient to pay, and is required to be reserved in the Construction Fund to pay, all items of cost of such Capital Project or Projects to which such balance relates then remaining unpaid, including the estimated amount of any such items the amount of which is not finally determined and all claims against the City arising out of such Capital Project or Projects to which such balance relates;

(iii) a certificate of the Consulting Engineer attached to such requisition, certifying that such Capital Project or Projects to which such balance relates have been completed;

(iv) a Counsel's Opinion stating, in the opinion of the signer, that the City has acquired interests in all property constituting a part of such Capital Project or Projects to which such balance relates and all property incidental thereto sufficient for the purposes of the City, free from all liens, charges, conditions or encumbrances except such as will not under any circumstances cause the possession and use of the property by the City for Airport purposes to be disturbed and that, as to such parts of such Capital Project or Projects to which such balance relates as constitute real property acquired, constructed or installed under a right or interest less than a fee simple or perpetual easement, the right or interest is sufficient for the purposes of the Airport, and that there are no uncancelled mechanics', laborers', contractors', or materialmen's liens on any such property or any moneys of the City on file in any public office where the same should be filed in order to be valid liens against such property or any moneys of the City to which such balance relates, and that, in the opinion of the signer of such Counsel's Opinion, the time within which such liens can be filed has expired; and

(v) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding, on or prior to the date to which interest on such Series was originally capitalized.

Article V.

Revenues And Funds.

Section 501. Creation Of Funds And Accounts.

The following Funds and Accounts are hereby created:

(a) The Revenue Fund to be held and administered by the Trustee;

(b) The Debt Service Fund and two separate Accounts therein to be known as the Interest Account and the Principal Account to be held and administered by the Trustee;

(c) The Debt Service Reserve Fund to be held and administered by the Trustee; and

(d) The Junior Lien Obligation Debt Service Fund to be held and administered by the Trustee.

In addition, the City agrees to establish and maintain in accordance with the requirements of the Airport Use Agreements an Airport Fund, an Operation and Maintenance Fund, a Special Capital Projects Fund, an Operation and Maintenance Reserve Fund, and a Maintenance Reserve Fund. The City may also create an Emergency Reserve Fund and an Airport Development Fund pursuant to the Airport Use Agreements.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Ordinance, and subaccounts within any of the Accounts established under

this Ordinance, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Ordinance with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in the Revenue Fund or any other Fund or Account created under this section shall be held in trust by the Trustee, as provided in this Ordinance, and shall be applied, used and withdrawn only for the purposes authorized in this Ordinance. All moneys and securities held by the City in the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund shall be accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Ordinance and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes. All moneys and securities held by the City in the Emergency Reserve Fund and the Airport Development Fund may be applied, used and withdrawn by the City for any lawful corporate purpose of the City, free of any lien or security interest in favor of the Trustee and the holders of the Bonds, but subject to any requirements of the Airport Use Agreements.

Section 502. Deposit Of Revenues.

Contemporaneously with the initial issuance of Bonds under this Ordinance, all amounts held in the Airport Fund shall be transferred by the City to the Trustee for deposit in the Revenue Fund. Thereafter, all Revenues shall be collected by the City and promptly deposited to the credit of the Revenue Fund in the name of the Trustee with a depositary or depositaries, each fully qualified under the provisions of Section 1303 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee and statements giving the amount of each such deposit and the name of the depositary shall be forwarded promptly to the Trustee by the City and by such depositary. The Trustee shall be accountable only for moneys actually so deposited.

Section 503. Disbursement From Revenue Fund.

The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12) of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area or required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Fund each month of the second six-month period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth (1/6) of the amount of such adjustment.

Second: The Trustee shall next deposit into the Debt Service Fund, without priority one over the other, (i) into the Interest Account an amount equal to one-sixth (1/6) of the amount of interest which will be due on all Outstanding Bonds on the next Interest Payment Date less any amounts payable from the Capitalized Interest Account and attributable to such Interest Payment Date; provided, however, that if the first Interest Payment Date for any Series is less than six months after the date of such Series the foregoing fraction insofar as such Series shall be concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the first Interest Payment Date for such Series, but thereafter such fraction shall be one-sixth (1/6), and (ii) into the Principal Account an amount equal to one-twelfth (1/12) of the amount of the Principal Installments which will become due on all Outstanding Bonds on the next January 1; provided that if the first Principal Installment due on any Series is due in less than 12 months from the date of such Series the foregoing fraction insofar as such Series is concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the January 1 next ensuing on which a Principal Installment payment is due on such Series, but thereafter such fraction shall be one-twelfth (1/12).

Third: The Trustee shall next transfer to the City for deposit into the Special Capital Projects Fund the amount specified by the City in a Certificate filed with the Trustee as the amount to be deposited at such time in such Fund.

(b) On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth --

First: The Trustee shall first deposit into the Debt Service Fund the amount, if any, necessary to increase the amount on deposit therein to an amount sufficient to pay the interest and Principal Installments on all Outstanding Bonds becoming due on such interest Payment Date.

Second: The Trustee shall next deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Third: The Trustee shall next transfer to the City for deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half (1/2) of the Operation and Maintenance Reserve Fund Deposit Requirement, if any, for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area or required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Reserve Fund on the business day of the Trustee immediately preceding the second Interest Payment Date of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment.

Fourth: The Trustee shall next transfer to the City for deposit into the Maintenance Reserve Fund an amount equal to the lesser of (i) $1,500,000 and (ii) the amount, if any, required to increase the amount on deposit therein to $3,000,000.

Fifth: The Trustee shall next transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund Deposit Requirement, if any, for the current Fiscal Year.

Sixth: The Trustee shall next transfer to the City for deposit into the Airport Development Fund an amount equal to one-half (1/2) of the

Airport Development Fund Deposit Requirement, if any, for the current Fiscal Year.

Seventh: The Trustee shall next deposit into the Junior Lien Obligation Debt Service Fund an amount, if any, equal to the amount required by any resolution or ordinance authorizing the issuance of Junior Lien Obligations to be deposited therein on such date.

(c) If at the time deposits are required to be made under paragraphs (a) or (b) of this Section the moneys held in the Revenue Fund are insufficient to make any required deposit, the deposit shall be made up on the next applicable deposit date after required deposits into all other Funds enjoying a higher priority shall have been made in full.

(d) Notwithstanding any other provision of this Ordinance, the Trustee and the City shall be mandatorily and irrevocably obligated to apply moneys in the Maintenance Reserve Fund to make up any deficiencies in the Debt Service Reserve Fund. In the event moneys are so applied, the amount applied shall be restored on the next applicable deposit date after all other Fund deposits enjoying a higher priority shall have been made in full.

(e) The amount of the Airport Development Fund Deposit Requirement and the Emergency Reserve Fund Deposit Requirement shall be stated in a Certificate which shall be delivered to the Trustee prior to such deposits.

(f) Notwithstanding any other provision of this Ordinance, at the end of each Fiscal Year amounts on deposit in the Debt Service Fund, the Debt Service Reserve Fund, the Operation and Maintenance Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund and the Junior Lien Obligation Debt Service Fund in excess of the amount required hereunder to be on deposit in such Fund at the end of such Fiscal Year shall be transferred to the Revenue Fund.

Section 504. Use Of Funds.

The moneys on deposit in the Funds and Accounts listed in Section 501, except the Emergency Reserve Fund and the Airport Development Fund, shall be used for the purposes and uses specified as follows:

(a) In addition to disbursements authorized by Section 503, the Trustee shall apply moneys in the Revenue Fund to make up any deficiency arising in the Funds described in clauses First, Second and Seventh of paragraph (b) of Section 503 in the order of their priority one over another and in the manner specified in Section 503 and shall thereafter as may be

directed by a Certificate of the City make any payment to an Airline Party required by Sections 5.03(b), 5.06(c) and 7.07 of the Airport Use Agreements.

(b) The moneys in the Operation and Maintenance Fund shall be used by the City only to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund) or to repay amounts borrowed from the Operation and Maintenance Reserve Fund. Loans from the Operation and Maintenance Reserve Fund to the Operation and Maintenance Fund shall be repaid as soon as funds for such loan repayment are available in the Operation and Maintenance Fund.

(c) The moneys in (i) the Interest Account shall be used only for the payment of the interest on the Bonds. The moneys in the Principal Account shall be used only for the payment of Principal Installments on the Bonds. The Trustee shall transfer to the Paying Agents the necessary moneys to pay all such interest and Principal Installments becoming due on each Interest Payment Date prior to such Interest Payment Date and the Paying Agents shall apply such amounts to the payment of such interest and Principal Installments on and after the due dates thereof.

(d) The moneys in the Special Capital Projects Fund shall be used only for the purpose of making Special Capital Project Expenditures.

(e) The moneys in the Debt Service Reserve Fund shall be used for the payment of the interest and Principal Installments on Bonds, whenever and to the extent moneys in the Interest Account and Principal Account, respectively, are insufficient therefor. At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Debt Service Reserve Fund may be withdrawn and deposited in trust to pay or provide for the payment of Bonds pursuant to Section 1401; provided, however, that immediately after such withdrawal the amount on deposit in the Debt Service Reserve Fund equals or exceeds the Debt Service Reserve Fund Requirement.

(f) The moneys in the Operation and Maintenance Reserve Fund shall be used by the City only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and Maintenance Reserve Fund).

(g) The moneys in the Maintenance Reserve Fund shall be used by the City only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport, whether caused by normal wear and tear or by unusual and

extraordinary occurrences including costs of painting, major repairs, renewals and replacements and damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the purposes set forth in this paragraph by an Independent Airport Consultant.

(h) The moneys in the Junior Lien Obligation Debt Service Fund shall be transferred by the Trustee to the appropriate trustees or paying agents under the appropriate ordinances or resolutions authorizing the issuance of Junior Lien Obligations for the purpose of paying such amounts as may be required to be paid by such resolutions or ordinances.

Section 505. General Regulations As To Investments.

(a) All moneys held in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be invested in Qualified Investments at the direction of the City Treasurer.

(b) Qualified Investments purchased as an investment of moneys in any Fund or Account established and created under this Ordinance or the Airport Use Agreements, other than the Emergency Reserve Fund and the Airport Development Fund, shall be deemed at all times to be a part of such Fund or Account. Qualified Investments so purchased shall be sold at the best price obtainable whenever it shall be necessary so to do in order to provide moneys to make any withdrawal or payment from such Fund or Account. For the purposes of any such investment, Qualified Investments shall be deemed to mature at the earliest date on which the obligor is, on demand, obligated to pay a fixed sum in discharge of the whole of such Qualified Investments. Qualified Investments in which moneys held in any Fund or Account have been invested shall mature not later than the respective dates as estimated by the Trustee based on information provided by the City, when the moneys held for the credit of any Fund or Account will be needed.

(c) In computing the amount in any Fund or Account, obligations maturing within the three year period next succeeding the date of computation shall be valued at amortized value and obligations maturing more than three years following the date of computation shall be valued at the lower of amortized value or market value.

(d) For purposes of this Ordinance amortized value means par, if the obligation was purchased at par, or, when used with respect to an obligation purchased at a premium above or a discount below par, means

the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of interest payments remaining on such obligation after such purchase and deducting the amount thus calculated for each Interest Payment Date after such purchase from the purchase price in the case of an obligation purchased at a premium or adding the amount thus calculated for each Interest Payment Date after such purchase to the purchase price in the case of an obligation purchased at a discount. Valuation shall be made on each January 1 and July 1 and at any other time required hereunder, and on any particular date shall not include the amount of interest then earned or accrued to such date on any deposit or investment.

Article VI.

Redemption Of Bonds.

Section 601. Privilege Of Redemption And Redemption Price.

Bonds of any Series subject to redemption prior to maturity pursuant to the Supplemental Ordinance authorizing such Series shall be redeemable, upon published notice as provided in this Article, at such times, at such Redemption Prices plus interest accrued and unpaid to the redemption date and upon such terms as may be specified in such Bonds, in this Ordinance and in the Supplemental Ordinance authorizing such Series.

Section 602. Redemption At The Election Or Direction Of The City.

In the case of any redemption of Bonds other than as provided in Section 603, the City shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the Series to be redeemed, of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which redemption dates, Series, maturities and principal amounts thereof to be redeemed shall be determined by the City in its sole discretion, subject to any limitations with respect thereto contained in this Ordinance and any Supplemental Ordinance) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 45 days prior to the redemption date or such shorter time as shall be acceptable to the Trustee. Upon the giving of such notice, the City, if it holds the amounts to be applied to the payment of the Redemption Price plus interest accrued and unpaid to the redemption date, shall pay to the Trustee or to the appropriate Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be

sufficient to redeem on the redemption date at the Redemption Price thereof plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed. The City shall promptly notify the Trustee in writing of all such payments made by the City to a Paying Agent.

Section 603. Redemption Otherwise Than At City's Election Or Direction.

Whenever by the terms of this Ordinance or the Supplemental Ordinance authorizing any Series of Bonds the Trustee is required to redeem Bonds otherwise than at the election or direction of the City, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the redemption date of the Bonds to be redeemed, and give notice of redemption in the manner prescribed in Section 605.

Section 604. Selection Of Bonds To Be Redeemed By Lot.

In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall assign to each such Outstanding fully registered Bond a distinctive number for each $5,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers of all such coupon Bonds of the denomination of $5,000 then Outstanding and the numbers assigned to such fully registered Bonds as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the coupon Bonds of the denomination of $5,000 bearing the numbers so selected and the fully registered Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such fully registered Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. For the purpose of this Section, Bonds which have heretofore been selected by lot for redemption shall not be deemed Outstanding Bonds.

Section 605. Notice Of Redemption.

When the Trustee shall receive notice from the City of its election or direction to redeem Bonds pursuant to Section 602 and when redemption of Bonds is required pursuant to Section 603, the Trustee shall (but only if the funds then, or committed to be, on deposit with the Trustee and available for such purpose, shall be sufficient to pay the Redemption Price in full) give notice in the name of the City, of the redemption of such Bonds, which notice

shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed and, in the case of fully registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of fully registered Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue and be payable. Such notice shall be given by publication once a week for at least two successive weeks in the Authorized Newspapers, the first such publication to be not less than 30 days nor more than 45 days prior to the redemption date. The Trustee shall also mail a copy of such notice, postage prepaid, not less than 30 days before the redemption date to the registered owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, and to the holder of any coupon Bond who shall have filed with the Trustee an address for notices, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

Section 606. Payment Of Redeemed Bonds.

Notice having been given by publication in the manner provided in Section 605, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date so designated at the Redemption Price therein stated, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, together with, in the case of Bonds registered otherwise than to bearer, a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, and, in the case of coupon Bonds, all appurtenant coupons maturing subsequent to the redemption date, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to the redemption date not represented by coupons for matured interest installments. All interest installments represented by coupons which shall have matured on or prior to the redemption date shall continue to be payable to the bearers of such coupons. If there shall be drawn for redemption less than all of a fully registered Bond, the City shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the fully registered Bond so surrendered at the option of the owner thereof, either

coupon Bonds or registered Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by any Paying Agent so as to be available therefor on said date and if notice of redemption shall have been published as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable, and the coupons for interest appertaining thereto maturing subsequent to the redemption date shall be void. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Article VII.

Covenants Of The City.

Section 701. Equality Of Security.

All Bonds, regardless of Series, date of issuance and date of sale, shall be secured by the pledge contained in Section 204; and the security so pledged shall not be used for any other purpose except as expressly permitted by the terms of this Ordinance, so long as any Bonds remain Outstanding and unpaid.

Section 702. Equality Of Bonds.

All Bonds authorized hereunder shall be on a parity and rank equally without preference, priority or distinction over any other thereof as to security, regardless of the time or times of their issue, and the provisions, covenants and agreements set forth herein to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the holders of any and all Bonds of each Series and the coupons thereto appertaining. The City covenants that it will not issue any obligations, payable from the Revenues or any other moneys pledged herein, nor voluntarily create or cause or permit to be created any debt, lien, pledge or assignment, having priority to or being on a parity with, the Bonds.

Section 703. Punctual Payment.

The City covenants that it will duly and punctually pay or cause to be paid the principal of, premium, if any, and interest on, all Bonds and all Sinking Fund Payments due hereunder in strict conformity with the terms of such Bonds and of this Ordinance and the Supplemental Ordinances authorizing the Bonds of each Series, and that it will faithfully observe and perform all the conditions, covenants and requirements of this Ordinance, each such Supplemental Ordinance and of the Bonds issued thereunder.

Section 704. Rate Covenant.

(a) The City covenants that it will fix and establish, and revise from time to time whenever necessary, such rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof as will cause in each Fiscal Year a sufficient amount to be on deposit in the Revenue Fund to permit the deposits required by Section 503 to be made.

(b) The City covenants that Revenues in each Fiscal Year in which Bonds are Outstanding shall equal an amount at least sufficient to produce Net Revenues Available for Debt Service of not less than an aggregate amount equal to the sum of (i) the amounts required by Section 503 to be deposited for such Fiscal Year in the Debt Service Reserve Fund, the Operation and Maintenance Reserve Fund, the Maintenance Reserve Fund, the Special Capital Projects Fund and the Junior Lien Obligation Debt Service Fund and (ii) one and twenty-five hundredths times the Aggregate Debt Service for the Bond Year commencing during such Fiscal Year reduced by an amount equal to any amount held in any Capitalized Interest Account for disbursement during such Bond Year to pay interest on the Bonds.

Section 705. Against Pledge Of Revenues.

The City shall not hereafter issue any bonds, notes, or other evidences of indebtedness secured by the pledge contained in Section 204, other than the Bonds, and shall not create or cause to be created any lien or charge on Revenues, or on any other amounts pledged for the benefit of holders of Bonds under this Ordinance; provided, however, that neither this Section nor any other provision of this Ordinance shall prevent the City from (a) issuing bonds, notes or other evidences of indebtedness payable out of, or secured by a pledge of, Revenues to be derived on and after such date as the pledge contained in Section 204 shall be discharged and satisfied as provided in Section 1401, or (b) from issuing bonds, notes or other evidences of indebtedness (including bonds, notes or other evidences of indebtedness

evidencing loans made by the City to the Airport) which are payable out of or secured by the pledge of amounts which may be withdrawn from the Junior Lien Obligation Debt Service Fund.

Section 706. Offices For Servicing Bonds.

The City shall at all times maintain one or more agencies in the City of Chicago, Illinois, or the City of New York, New York, where Bonds and coupons may be presented for payment, where Bonds may be presented for registration, registration of transfer or exchange and where notices, demands and other documents may be served upon the City in respect of the Bonds and coupons or of this Ordinance. The City hereby appoints the Trustee an agent for the registration, registration of transfer or exchange of Bonds and for the service upon the City of such notices, demands and other documents. The City hereby appoints each Paying Agent as an agent to maintain such agencies for the payment or redemption of Bonds and coupons.

Section 707. Insurance.

The City shall maintain, or cause to be maintained, insurance with respect to the Airport (except the Land Support Area) against such casualties and contingencies and in amounts not less than is reasonably prudent. Such policies of insurance shall name the City and the Trustee as co-assureds as their interests may appear. Without limiting the foregoing, the City shall maintain, or cause to be maintained, the following insurance with respect to the Airport (except the Land Support Area):

(a) Insurance against loss or damage under a policy or policies covering such risks as are ordinarily insured against by reasonably prudent operators of airports, including without limiting the generality of the foregoing, fire, lightning, windstorm, hail, floods, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, and uniform standard extended coverage with vandalism and malicious mischief endorsements, and all-risk coverage, limited only as may be provided in the standard form of such endorsements at the time in use in the State of Illinois. Such insurance shall be maintained in an amount not less than the full insurable replacement value of the insured premises. No policy of insurance shall be written such that the proceeds thereof will produce less, by reason of co-insurance provisions or otherwise, than the full insurable replacement value of the insured premises. Full insurable replacement value of any insured premises shall be deemed to equal the actual replacement cost of the premises, and shall be determined from time to time, but not less frequently than once every three years, by an

architect, contractor, appraiser or appraisal company or one of the insurers, in any case, selected by the City. In the event that such determination of full insurable replacement value indicates that any premises in the Airport (other than the Land Support Area) are underinsured, the City shall forthwith secure the necessary additional insurance coverage.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability (with employee exclusion deleted), and on-premises automobile insurance including owned, non-owned and hired automobiles used and operated by the City, protecting the City against liability for injuries to persons and property arising out of the existence or operation of the Airport (except the Land Support Area) in limits as follows: for personal injury and bodily injury, $100,000,000 for each occurrence and $100,000,000 annual aggregate; and for property damage, $100,000,000 for each occurrence and $100,000,000 annual aggregate.

(c) Boiler or pressure vessel explosion insurance with coverage on a replacement cost basis as provided in subsection (a) above for property damage, but any such policy may have a deductible amount not exceeding $10,000. No such policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the first sentence of this subsection (c) by reason of co-insurance provisions or otherwise.

(d) Each policy of insurance maintained by the City under this Section shall contain a waiver of subrogation on the part of the insurer in favor of the City and the Airline Parties.

(e) If, at any time, the City is obligated under any other agreement then in effect between the City and any Airline Parties to provide, with respect to premises at the Airport, insurance of the nature and in not less than the amounts described in this Section, then the provisions of this Section shall be subject to the applicable provisions of such other agreement.

Section 708. Use Of Insurance Proceeds.

If the Airport, or any portion thereof, shall be substantially damaged or destroyed by fire or other casualty, the City shall deposit with the Trustee the net proceeds of any insurance received with respect thereto, and the Trustee shall deposit such net proceeds in a special trust account or, in the case of damage to or destruction of any Capital Project then under construction, in the Project Account relating to such Capital Project. Moneys on deposit in any such special trust account or Project Account shall be disbursed in the same manner, and subject to the same conditions, as

provided in Section 403 with respect to disbursements from the Construction Fund, subject to the following additional conditions:

(a) If an Airline Party's Exclusive Use Premises or Airline's Aircraft Parking Area, as such terms are defined in the Airport Use Agreements, or any portion thereof, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party, shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing Airport building standards) as existed prior to the event causing such damage or destruction, or (ii) such other condition, character and value as may be agreed upon by the City and such Airline Party.

(b) If any part of the Airport other than Exclusive Use Premises, Aircraft Parking Area and Land Support Area, as such terms are defined in the Airport Use Agreements, are damaged or destroyed by fire or other casualty, the City, after consultation with such Airline Party (or its authorized representative), shall, to the extent of proceeds of insurance received with respect to such premises, forthwith repair, reconstruct and restore (subject to unavoidable delays) the damaged or destroyed premises to (i) substantially the same condition, character and utility value (based upon the plans and specifications for such premises, subject to then-existing building standards) as existed prior to the event causing such damage or destruction, (ii) or such other condition, character and value as may be agreed upon by the City and a Majority-in- Interest.

Section 709. Annual Audit.

The City covenants that it will within six months after the close of each Fiscal Year, furnish the Trustee with a copy of an annual audit report, prepared in accordance with generally accepted accounting principles and certified by an Independent Accountant, covering the operation of the Airport for such preceding Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the coverage requirement contained in Section 704(b) has been satisfied. The City covenants that it will cause a copy of such audit to be delivered to the Trustee and mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection by the holders of the Bonds at the office of the City Comptroller.

Section 710. Power To Issue Bonds And Make Pledge Contained In Section 204.

The City is duly authorized under all applicable laws to issue the Bonds and to adopt this Ordinance and to make the pledge contained in Section 204 in the manner and to the extent provided. The Revenues and moneys and securities so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge contained in Section 204 and all corporate or other action on the part of the City to that end has been and will be duly and validly taken. The Bonds and the provisions of this Ordinance are and will be valid and legally enforceable obligations of the City in accordance with their terms and the terms of this Ordinance. The City shall at all times, to the extent permitted by law, defend, preserve and protect the pledge contained in Section 204 and all the rights of the Bondholders under this Ordinance against all claims and demands.

Section 711. Further Assurances.

The City covenants that it will make or adopt and execute, or cause to be made, adopted and executed, any and all such further ordinances, acts, deeds, conveyances, assignments or assurances as may be reasonably required for effectuating the intention of this Ordinance, and for the better assuring and confirming unto the holders of the Bonds of the rights and benefits provided in this Ordinance or any Supplemental Ordinance.

Section 712. Prompt Acquisition And Construction.

The City covenants that upon the receipt of the proceeds of any Series issued to pay the costs of Capital Projects, the City will with reasonable dispatch proceed with the construction, installation and acquisition of such Capital Projects and that it will expeditiously complete such construction, installation and acquisition, in a good workmanlike manner, substantially in accordance with the plans and specifications therefor and in conformity with law and all requirements of all governmental agencies having jurisdiction thereover. The City will cause all materials and equipment incorporated in any such Capital Project to be of good quality, free and clear from any material faults or defects.

The City covenants that no payment will be made from the Construction Fund for labor or materials or to contractors, builders or materialmen, on account of the construction, acquisition and installation of Capital Projects, or any portion thereof unless such portion is located on lands which are owned by the City in fee simple or over which the City shall have acquired

sufficient leases, easements, servitudes or control for the purposes of such Capital Projects.

Section 713. Tax Covenants.

(a) The City covenants not to take action or omit to take any action which is lawful and within its power to take, and which, if taken or omitted, would cause interest on the Bonds to be includable in gross income of the holders of the Bonds for Federal income tax purposes.

(b) The City further covenants that it will not take any action or omit to take any action with respect to the investment of the proceeds of any Series or with respect to the payments derived under the Airport Use Agreements which would result in causing Bonds of any Series to constitute "arbitrage bonds" within the meaning of such term as defined in the Code.

Section 714. Airport Use Agreement.

(a) The City shall operate and maintain the Airport in a manner which will entitle it at all times to charge and collect fees, charges and rentals in accordance with the Airport Use Agreements and shall take all reasonable measures permitted by law to enforce prompt payment to it of such fees, charges and rentals.

(b) The City covenants that it will not rescind, terminate, amend or modify any Airport Use Agreement if such rescission, termination, amendment or modification would in any manner materially and adversely affect the rights or security of the holders of the Bonds. In furtherance of such covenant the City agrees that while any Bonds are Outstanding the City shall not (i) rescind or terminate any Airport Use Agreement unless an "Event of Default" under Section 24.01 thereof has occurred and is continuing; provided, however, that the City may substitute under an Airport Use Agreement an airline engage in an Air Transportation Business for any Airline Party, if the airline substituted for such Airline Party agrees to undertake all of the obligations and duties of the Airline Party for which it is being substituted under such Airport Use Agreement, or (ii) amend any such Airport Use Agreement to modify the obligation of the Airline Party under such Airport Use Agreement with respect to the payment of Airport Fees and Charges sufficient, after taking into account all other Revenues, to satisfy all of the deposit requirements specified in Section 503 and to satisfy the covenant of the City specified in Section 704(b).

(c) The City covenants that it will file with the Trustee true and complete copies of each Airport Use Agreement and each amendment or supplement to any Airport Use Agreement.

Article VIII.

Administration Of Airport.

Section 801. Management.

The City covenants that in order to assure the efficient management and operation of the Airport and to assure the holders of the Bonds that the Airport will be economically and efficiently operated on the basis of sound business principals, it will operate and maintain the Airport under the direction of the Commissioner of Aviation. The City will not take, or allow any other person to take, any action which would cause the Federal Aviation Administrator of the Federal Aviation Administration, Department of Transportation, or any successor to the powers and authority of such Administrator, to suspend or revoke the Airport's airport operating certificate issued under the Federal Aviation Act of 1958, or any successor statute. The City will comply with all valid acts, rules regulations, orders and directives of any governmental, legislative, executive, administrative or judicial body applicable to the Airport, unless the same shall be contested in good faith, all to the end that the Airport will remain operative at all times.

Section 802. Operation And Maintenance Of Airport.

The City covenants that it will use its best efforts to see that the Airport shall at all times be operated and maintained in an efficient operating condition; and such repairs shall be made thereto as shall be necessary or appropriate in the prudent management thereof to insure its economic and efficient operation at all times. The City shall cause all rentals, rates and other charges for the use and operation of the Airport and for certain services rendered by the City in the operation thereof to be collected when and as due and shall prescribe and enforce rules and regulations for the payment thereof and for the consequences of nonpayment thereof. The City will, out of the Operation and Maintenance Fund, from time to time, duly pay and discharge, or cause to be paid and discharged, any taxes, assessments or other governmental charges lawfully imposed upon the Airport (excluding the Land Support Area) or upon any part thereof, or upon the Revenues, when the same shall become due, as well as any lawful claim for labor, materials, or supplies which, if unpaid, might by law become a lien or charge upon the Airport, or which might impair the security of the Bonds.

Section 803. Maintenance Of Powers.

The City covenants that it will at all times use its best efforts to keep the Airport open for landings and takeoffs of aircraft of any type using facilities similar to those at the Airport and to maintain the powers, functions, duties and obligations now reposed in it pursuant to law, and will not at any time voluntarily do, suffer or permit any act or thing the effect of which would be to hinder, delay or imperil either the payment of the indebtedness evidenced by any of the Bonds or the performance or observance of any of the covenants herein contained. If at any time the City is unable to keep the Airport open for airport purposes as herein provided, it will use its best efforts, to the extent permitted by law, to make such use (including use for other than airport purposes) and take such action with respect to the Airport so as to produce revenues therefrom in accordance with proper and efficient business practices.

Section 804. Independent Airport Consultant.

The City covenants that it will continuously employ an Independent Airport Consultant. The Independent Airport Consultant shall inspect the Airport and make reports thereon and advise and make recommendations to the City in connection with the administration, operation and maintenance thereof, including recommendations for any revisions necessary in fees, rates, and charges to comply with the provisions of this Ordinance, and shall prepare the Operation and Maintenance Expense Projection. Copies of each report and recommendation of the Independent Airport Consultant shall be sent as soon as available, but not later than 120 days prior to the commencement of each Fiscal Year, to the Commissioner of Aviation, the City Comptroller and the City Budget Director.

Section 805. Airport Budget.

The City shall prepare prior to the beginning of each Fiscal Year an annual budget for the Airport setting forth for the ensuing Fiscal Year in reasonable detail, among other things, estimated Revenues and Operation and Maintenance Expenses. Such budget shall be prepared in accordance with applicable law and shall be made available to the City Council in sufficient time for it to act thereon as required by law. All Operation and Maintenance Expenses shall be reasonable and the total expenditures shall not exceed in any Fiscal Year the total expenditures thus set forth in the annual budget except to the extent approved by the City Council in accordance with law.

Section 806. Leases And Concessions.

The City shall have the right for any term of years to let to any person, firm or corporation, or grant concessions or privileges in, any land of the Airport or any building or structure on such land for any purpose necessary or incidental to the operation of the Airport or for any purpose which in the opinion of the Independent Airport Consultant does not in any way interfere with the operation of the Airport.

Article IX.

Special Facilities.

Section 901. Construction, Installation And Acquisition Of Special Facility Improvements.

The construction, installation and acquisition of Special Facility Improvements is hereby authorized under and pursuant to the terms and conditions hereinafter set forth in this Article.

Section 902. Authorization.

Before any Special Facility Improvement shall be constructed, installed or acquired by the City, the City, pursuant to this Article, shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired by the City, and before any Special Facility Revenue Bonds are issued the City shall likewise adopt an ordinance or resolution authorizing the issuance of Special Facility Revenue Bonds to finance the cost of construction, installation, or acquisition of such Special Facility Improvement and prescribing the rights, duties, remedies, and obligations of the City and the holders, from time to time, of such Special Facility Revenue Bonds.

Section 903. Special Facility Revenue Bonds.

The Special Facility Revenue Bonds authorized by the ordinance or resolution referred to in Section 902 shall be revenue Bonds payable solely

from rentals or other charges derived by the City under and pursuant to a Special Facility Financing Arrangement entered into by and between the City, as lessor or lender, and such person, either public or private, as shall lease, as lessee, the related Special Facility Improvement from the City, or borrow from the City to finance the construction, installation and acquisition of such Special Facility Improvement, and may be issued by the City notwithstanding the limitations, restrictions and conditions contained in this Ordinance relating to the issuance of Bonds; provided, however, that no Special Facility Revenue Bonds shall be issued by the City unless, prior thereto, there shall have been filed with the City a certificate, executed by the Independent Airport Consultant, certifying that the estimated rentals, debt service or other charges to be derived by the City under and pursuant to the related Special Facility Financing Arrangement will be at least sufficient to pay the principal of, premium, if any, and interest on, such Special Facility Revenue Bonds as the same mature and become due, all costs of operating and maintaining such Special Facility Improvement required to be paid for by the City and for which no mechanism for reimbursement to the City has been established other than pursuant to such Special Facility Financing Arrangement and all sinking and other reserve fund payments required by the ordinance or resolution authorizing the Special Facility Revenue Bonds as the same become due; and provided, further, that no such Special Facility Revenue Bonds shall be issued by the City until the City has entered into a Special Facility Financing Arrangement which shall be for a term at least as long as the period during which such Special Facility Revenue Bonds are outstanding and unpaid.

Article X.

Supplemental Ordinances.

Section 1001. Supplemental Ordinances Effective Upon Filing With The Trustee.

For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon the filing with the Trustee of a copy thereof certified by the City Clerk, shall be fully effective in accordance with its terms:

(a) To close this Ordinance against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Ordinance on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;

(b) To add to the covenants and agreements of the City in this Ordinance other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(c) To add to the limitations and restrictions in this Ordinance other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Ordinance as theretofore in effect;

(d) To surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Ordinance, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Ordinance;

(e) To authorize a Series and, in connection therewith specify and determine the matters and things referred to in Section 206 or Section 207, as the case may be, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with this Ordinance as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such Bonds;

(f) To confirm, as further assurance, the pledge under Section 204, and the subjection to any lien, claim or pledge created or to be created by this Ordinance; and

(g) To modify any of the provisions of this Ordinance in any respect whatever, provided that (i) such modification shall be, and be expressed to be effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Ordinance shall cease to be Outstanding, and (ii) such Supplemental Ordinance shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Ordinance and of Bonds issued in exchange therefor or in place thereof.

Section 1002. Supplemental Ordinances Effective Upon Consent Of Trustee.

(a) For any one or more of the following purposes and at any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, which, upon (i) the filing with the Trustee of a copy thereof certified by the City Clerk, and (ii) the filing with the Trustee and the City of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(1) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Ordinance; or

(2) To insert such provisions clarifying matters or questions arising under this Ordinance as are necessary or desirable and are not contrary to or inconsistent with this Ordinance as theretofore in effect.

(3) To provide additional duties of the Trustee under this Ordinance.

(b) Any such Supplemental Ordinance may also contain one or more of the purposes specified in Section 1001, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Ordinance as shall contain one or more of the purposes set forth in subsection (a) of this Section.

Section 1003. Supplemental Ordinances Effective With Consent Of Bondholders.

At any time or from time to time, a Supplemental Ordinance may be adopted by the City Council, subject to consent by Bondholders in accordance with and subject to the provisions of Article XI, which Supplemental Ordinance, upon the filing with the Trustee of a copy thereof certified by the City Clerk and upon compliance with the provisions of Article XI, shall become fully effective in accordance with its terms.

Section 1004. General Provisions.

(a) This Ordinance shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article XI and in compliance with Section 8.02(b) (vi) of the Airport Use Agreements. Nothing in this Article or Article XI contained shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of Section 711 or the right or obligation of the City to execute and deliver to any Fiduciary any instrument which elsewhere in this Ordinance it is provided shall be delivered to said Fiduciary.

(b) Any Supplemental Ordinance referred to and permitted or authorized by Sections 1001 and 1002 may be adopted by the City Council without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Ordinance filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such

Supplemental Ordinance has been duly and lawfully adopted in accordance with the provisions of this Ordinance, is authorized or permitted by this Ordinance, and is valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Ordinance referred to and permitted or authorized by Sections 1001, 1002 or 1003 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Ordinance is authorized or permitted by the provisions of this Ordinance.

(d) No Supplemental Ordinance shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Article XI.

Amendments.

Section 1101. Mailing And Publication Of Notice Of Amendment.

(a) Any provision in this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of then Outstanding Bonds at his address, if any, appearing upon the registration books maintained by the City at the principal corporate trust office of the Trustee, (ii) to each holder of any coupon Bond who shall have filed with the Trustee within two years preceding such mailing an address for notices and (iii) to the Trustee.

(b) Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in the Authorized Newspapers.

Section 1102. Powers Of Amendment.

Any modification or amendment of this Ordinance or of any Supplemental Ordinance or of the rights and obligations of the City and of the holders of the Bonds and coupons, in any particular, may be made by a Supplemental Ordinance, with the written consent given as provided in Section 1103 (a) of the holders of at least two-thirds in principal amount of the Bonds Outstanding at the time such consent is given, (b) in case less than all of the several Series of then Outstanding Bonds are affected by the modification or amendment, of the holders of at least two-thirds in principal amount of the

then Outstanding Bonds of each Series so affected, and (c) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the holders of at least two-thirds in principal amount of the then Outstanding Bonds of the particular Series and maturity entitled to such Sinking Fund Payment; except that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Ordinance if the same adversely affects or diminishes the rights of the holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the City and all holders of Bonds.

Section 1103. Consent Of Bondholders.

(a) The City may at any time adopt a Supplemental Ordinance making a modification or amendment permitted by the provisions of Section 1102, to take effect when and as provided in this Section. A copy of such Supplemental Ordinance (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to Bondholders and shall be published in the Authorized Newspapers at least once a week for two successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Ordinance when consented to as in this Section provided). Such Supplemental Ordinance shall not be effective unless and until (i) there shall have been filed with the Trustee (1) the written consents of holders of the percentages of Outstanding Bonds specified in Section 1102 and (2) a Counsel's Opinion stating that such Supplemental Ordinance has been duly and lawfully adopted and filed by the City in accordance with the provisions of this Ordinance, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms and (ii) a notice has been published as hereinafter provided in this Section.

(b) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1315. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1315 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1315. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the City Council on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required percentages of Bonds and will be effective as provided in this Section, may be given to Bondholders by the City by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Ordinance from becoming effective and binding as provided in this Section) and by publishing the same in the Authorized Newspapers at least once not more than 90 days after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Ordinance making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the holders of all Bonds and coupons at the expiration of 40 days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 40 day period; except

that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Ordinance as they may deem expedient.

Section 1104. Modifications By Unanimous Consent.

The terms and provisions of this Ordinance and the rights and obligations of the City and of the holders of the Bonds and coupons hereunder may be modified or amended in any respect upon the adoption by the City Council and filing by the City of a Supplemental Ordinance and the consent of the holders of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

Section 1105. Exclusion Of Bonds.

Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 1106. Notation On Bonds.

Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the

City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

Article XII.

Default And Remedies.

Section 1201. Events Of Default.

Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Ordinance, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence.

Section 1202. Remedies.

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 1201, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this

Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to receive and collect the Revenues adequate to carry out the covenants and agreements as to such Revenues and the pledge contained in Section 204 and to require the City to carry out any other covenant or agreement with Bondholders and to perform its duties under this Ordinance;

(ii) By bringing suit upon the Bonds;

(iii) By action or suit in equity, require the City to account as if it were the trustee of an express trust for the Bondholders; or

(iv) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders.

(b) In the enforcement of any rights and remedies under this Ordinance, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Ordinance or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Ordinance for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

Section 1203. Priority Of Payments After Default.

(a) In the event that upon the happening and continuance of any Event of Default, the moneys held by any Fiduciary shall be insufficient for the payment of principal or Redemption Price, if any, and interest then due on the Bonds, such moneys (other than moneys held for the payment or redemption of particular Bonds or coupons which have theretofore become due at maturity or by call for redemption) and any other moneys received or collected by the Trustee acting pursuant to this Article, after making provision for the payment of any expenses necessary in the opinion of the

Trustee to protect the interests of the holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by any Fiduciary in the performance of its duties under this Ordinance, shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates with interest on such Bonds from the respective dates upon which such principal or Redemption Price became due at the rate borne by the Bonds and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price, if any, due on such date, to the persons entitled thereto, without any discrimination or preference.

(b) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. The deposit of such moneys with the Paying Agents, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the holder of any unpaid coupon or any Bond unless such coupon or such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 1204. Termination Of Proceedings.

In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the City, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 1205. Bondholders' Direction Of Proceedings.

Anything in this Ordinance to the contrary notwithstanding, the holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, except that such direction shall not be otherwise than in accordance with law or the provisions of this Ordinance, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 1206. Limitation On Rights Of Bondholders.

(a) No holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law under this Ordinance, or for the protection or enforcement of any right or remedy under this Ordinance or any right under law unless such holder shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Ordinance or for any other remedy under this Ordinance or under law. It is understood and intended that no one or more holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action

to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance or under law with respect to the Bonds or this Ordinance, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all holders of the Outstanding Bonds and coupons. Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal or Redemption Price, if any, of and interest on his Bonds, or the obligation of the City to pay the principal or Redemption Price, if any, of and interest on each Bond issued under this Ordinance to the holder thereof at the time and place in said Bond and appurtenant coupons, if any, expressed.

(b) Notwithstanding anything to the contrary contained in this Section, or any other provision of this Ordinance, each holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under this Ordinance, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least 25% in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Section 1207. Possession Of Bonds By Trustee Not Required.

All rights of action under this Ordinance or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the coupons appertaining thereto or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the holders of such Bonds and coupons, subject to the provisions of this Ordinance.

Section 1208. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Bondholders by this Ordinance is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative

and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 1209. No Waiver Of Default.

No delay or omission by the Trustee or by any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein and every power and remedy given by this Ordinance to the Trustee and the holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 1210. Notice To Bondholders.

The Trustee shall give to the Bondholders notice of each Event of Default under this Ordinance known to the Trustee within 90 days after knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured or necessary moneys provided before the giving of such notice; but, except in the case of default in the payment of the principal or Redemption Price, if any, of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders. Each such notice shall be given by the Trustee by mailing written notice thereof: (a) to all registered holders of Bonds, as the names and addresses of such holders appear upon the books for registration and transfer of Bonds as kept by the Trustee, (b) to such Bondholders as have filed their names and addresses with the Trustee for that purpose, and (c) to such other persons as is required by law.

Section 1211. Subordination Of Detached Coupons.

No coupon or claim for interest appertaining to any of the Bonds which in any way at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it appertains shall, unless accompanied by such Bond, be entitled in case of an Event of Default under this Ordinance to any benefit by or from this Ordinance, except after the prior payment in full of the principal or Redemption Price, if any, of all of the Bonds then due and of all coupons and claims for interest then due not so transferred or pledged.

Article XIII.

Concerning The Fiduciaries.

Section 1301. Trustee.

The Trustee hereunder to be appointed shall be a bank, trust company or national banking association having the powers of a trust company doing business and having its principal office in the City of Chicago, in the State of Illinois, having a combined capital, surplus and undivided profits in excess of $250,000,000 if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Ordinance. Unless otherwise provided in a Supplemental Ordinance adopted prior to the initial issuance of any Bonds, the Mayor is hereby authorized to appoint the Trustee by a written instrument delivered to the Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by a written instrument of acceptance addressed and delivered to the City and, the Trustee shall be deemed to have accepted such duties and obligations with respect to all Bonds thereafter to be issued; but only, however, upon the terms and conditions set forth in this Ordinance.

Section 1302. Appointment And Acceptance Of Duties Of Paying Agents.

(a) The City shall appoint one or more Paying Agents for the Bonds of any Series in the Supplemental Ordinance authorizing such Bonds or shall appoint such Paying Agent or Paying Agents by ordinance or resolution of the City Council adopted prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 1314 for the appointment of a successor Paying Agent. The Trustee may be appointed and may act as a Paying Agent.

(b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Ordinance by written instrument of acceptance executed and delivered to the City and the Trustee.

(c) The principal or corporate trust offices of the Paying Agents are hereby designated as the respective agencies of the City for the payment of the interest on and principal or Redemption Price of the Bonds.

Section 1303. Funds Held In Trust And Security Therefor.

All moneys held by any Fiduciary, as such, at any time pursuant to the terms of this Ordinance shall be and hereby are assigned, transferred and set over unto such Fiduciary in trust for the purposes and upon the terms and conditions of this Ordinance. Subject to the provisions of Section 505 as to investment of moneys held hereunder, all moneys (not including securities) held by any Fiduciary, as such, may be deposited by such Fiduciary in its banking department or with such other banks, trust companies, or national banking associations, each having its principal place of business in the City, as may be designated by the City and approved by the Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 50% of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital and surplus of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate Fund or Account, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110% of the amount of such moneys, or (b) in lieu of such collateral security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate Fund or Account, and remain in full force and effect as security for such moneys or part thereof the indemnifying Bond or Bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State of Illinois in a sum at least equal to the amount of such moneys or part thereof. The Trustee and every Paying Agent shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any Fund or Account shall be credited in each case to the Fund or Account in which such moneys or securities are held.

Section 1304. Responsibility Of Fiduciaries.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the City and no Fiduciary assumes any responsibility for the

correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Ordinance or of any Bonds or coupons issued thereunder or in respect of the security afforded by this Ordinance, and no Fiduciary shall incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the City or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or default. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

Section 1305. Evidence On Which Fiduciaries May Act.

Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, Bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Fund or Account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Ordinance upon the faith thereof, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the City to any Fiduciary shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 1306. Compensation And Expenses.

The City shall pay to each Fiduciary from time to time reasonable

compensation for all services rendered under this Ordinance, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Ordinance, and the Fiduciaries shall have a lien therefor on any and all moneys at any time held by it under this Ordinance. The City further agrees to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 1307. Permitted Acts And Functions.

Any Fiduciary may become the owner of any Bonds and coupons, with the same rights it would have if it were not such Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Ordinance, whether or not any such committee shall represent the holders of a majority in principal amount of the Bonds then Outstanding.

Section 1308. Resignation Of Trustee.

The Trustee may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving not less than 60 days' written notice to the City and publishing notice thereof, specifying the date when such resignation shall take effect, once in the Authorized Newspapers, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed, as provided in Section 1310, in which event such resignation shall take effect immediately on the appointment of such successor.

Section 1309. Removal Of Trustee.

The Trustee shall be removed by the City if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the City, and signed by the holders of a majority in principal amount of the then Outstanding Bonds or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the City. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause as shall be determined in the sole discretion of the

City by filing with the Trustee an instrument signed by an Authorized Officer of the City.

Section 1310. Appointment Of Successor Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the City covenants and agrees that it will thereupon appoint a successor Trustee. The City shall publish notice of any such appointment made by it in the Authorized Newspapers, such publication to be made within 20 days after such appointment.

(b) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice, as provided in Section 1308, or after a vacancy in the office of the Trustee shall have occurred by reason of its removal or inability to act, the Trustee or the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

(c) Any Trustee appointed under the provisions of this section in succession to the Trustee shall be a bank, trust company or national banking association meeting the requirements of Section 1301.

Section 1311. Transfer Of Rights And Property To Successor Trustee.

Any successor Trustee appointed under this Ordinance, shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Ordinance, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in

writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 1312. Merger Or Consolidation.

Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to such Fiduciary under Section 1310 or Section 1314 and shall be authorized by law to perform all the duties imposed upon it by this Ordinance, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 1313. Adoption Of Authentication.

In case any of the Bonds contemplated to be issued under this Ordinance shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Ordinance provided that the certificate of the Trustee shall have.

Section 1314. Resignation Or Removal Of Paying Agents And Appointments Of Successors.

(a) Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Ordinance by giving at least 60 days' written notice to the City and Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer. Any successor Paying Agent shall be appointed by the City and shall be a bank, trust company or national

banking association having the powers of a trust company, having a combined capital, surplus and undivided profits in excess of $50,000,000, and willing and able to accept the office of Paying Agent on reasonable and customary terms authorized by law to perform all the duties imposed upon it by this Ordinance.

(b) In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor then appointed, to the Trustee. In the event that for any reason there shall be no Paying Agent at any time, the Trustee shall act as such Paying Agent.

Section 1315. Evidence Of Signatures Of Bondholders And Ownership Of Bonds.

(a) Any request, consent or other instrument which this Ordinance may require or permit to be signed and executed by the Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds or coupons thereto appertaining, shall be sufficient for any purpose of this Ordinance (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary; and

(2) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a Bondholder, and the numbers and other identification thereof, and the date of his holding such Bonds, may be provided by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by an officer of a trust

company, bank, financial institution or other depository or member of the National Association of Securities Dealers, Inc. wherever situated, showing that at the date therein mentioned such person exhibited to such officer or had on deposit with the Trustee the Bonds described in such certificate. Continued ownership after the date stated in such certificate may be proved by the presentation of such certificate if the certificate contains a statement by such officer that the Trustee held the Bonds therein referred to on the date of the certificate and that they will not be surrendered without the surrender of the certificate to the Trustee, except with the consent of the Trustee, and a certificate of the Trustee, which need not be acknowledged or verified, that such consent has not been given.

(b) The ownership of Bonds registered otherwise than to bearer and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books. Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the City or any Fiduciary in accordance therewith.

Section 1316. Preservation And Inspection Of Documents.

All documents received by any Fiduciary under the provisions of this Ordinance shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Article XIV.

Miscellaneous.

Section 1401. Defeasance.

(a) If the City shall pay or cause to be paid to the holders of all Bonds and coupons, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein, in this Ordinance and the Supplemental Ordinances authorizing such Bonds, then the pledge contained in Section 204 and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the

Fiduciaries shall pay over or deliver to the City all Accounts, Funds and other moneys or securities held by them pursuant to this Ordinance which are not required for the payment or redemption of Bonds or coupons not theretofore surrendered for such payment or redemption.

(b) Bonds or coupons or interest installments for the payment or redemption of which funds shall have been set aside and shall be held in trust by Fiduciaries (through deposit by the City of moneys for such payment or redemption or otherwise) shall, at the maturity or upon the date upon which such Bonds have been duly called for redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section. All Outstanding Bonds and all coupons appertaining to such Bonds shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the City shall have taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Obligations the principal of and the interest on which when due (without reinvestment thereof) will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 45 days, the City shall have given the Trustee, in form satisfactory to it, irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers a notice to the holders of such Bonds and coupons that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds and coupons are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, of said Bonds. Neither such Federal Obligations or moneys deposited with the Trustee pursuant to this section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if any, of and interest on said Bonds; but any cash received from such principal or interest payments on such Federal Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in such Federal Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest due and to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Trustee, free and clear of any trust, assignment, lien or pledge.

Section 1402. Funds Held For Particular Bonds And Coupons.

(a) The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price or accrued interest due on any date with respect to particular Bonds or coupons shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the holders of the Bonds and coupons entitled thereto and for the purposes of this Ordinance, such interest, principal or Redemption Price, after the due date thereof shall no longer be considered to be unpaid.

(b) If, through the deposit of moneys by the City or otherwise, the Fiduciaries shall hold, pursuant to this Ordinance, moneys sufficient to pay the principal and interest to maturity on all Outstanding Bonds and coupons, or in the case of Bonds in respect of which the City shall have taken all action necessary to redeem prior to maturity, sufficient to pay the Redemption Price and interest to such redemption date, then at the request of the City all moneys held by any Paying Agent shall be paid over to the Trustee and, together with other moneys held by it hereunder, shall be held by the Trustee for the payment or redemption of Outstanding Bonds and coupons.

(c) Anything in this Ordinance to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds or coupons which remain unclaimed for six years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for six years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, shall, at the written request of the City, be repaid by the Fiduciary to the City, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged; but, before being required to make any such payment to the City, the Fiduciary shall, at the expense of the City, cause to be published at least twice, at an interval of not less than seven days between publications, in the Authorized Newspapers notice that said moneys remain unclaimed and that, after a date named in said notice which date shall be not less than ten nor more than 20 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the City.

Section 1403. No Recourse Under Ordinance Or On Bonds.

All covenants, stipulations, promises, agreements and obligations of the City contained in this Ordinance shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any

officer or employee of the City in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Ordinance against any officer of or employee of the City or any natural person executing the Bonds.

Section 1404. Conflict.

All ordinances and resolutions or parts of ordinances and resolutions or other proceedings of the City in effect as of the date hereof and in conflict herewith be and the same are repealed insofar as such conflict exists.

Section 1405. Publication; Effective Date.

The City Clerk is hereby authorized and directed to publish this Ordinance in pamphlet form and this Ordinance shall take effect in the manner provided by law.

Exhibit "J"

To Amended And Restated Airport Use Agreement.

[Intentionally Blank]

Exhibit "J-1"

To Amended And Restated Airport Use Agreement.

[Intentionally Blank]

Exhibit "K"

To Amended And Restated Airport Use Agreement.

[Intentionally Blank]

Exhibit "K-1"

To Amended And Restated Airport Use Agreement.

[Intentionally Blank]

Exhibit "L"

To Amended And Restated Airport Use Agreement.

Charging Of O. & M. Expenses And

Assignment Of Revenues To C.R.C.s.

1. Charging Of O. & M. Expenses To C.R.C.s.

Operation and Maintenance (O. & M.) Expenses are to be charged directly to C.R.C.s whenever possible. Costs which are not directly chargeable will be allocated to the C.R.C.s based on formulas enumerated herein. A summary of expenses to be charged and those to be allocated directly to C.R.C.s and those allocated to C.R.C.s by formula is shown in Table L-1.

1.1 Costs Directly Charged To C.R.C.s.

The following costs will be charged directly to the C.R.C.s as they are incurred:

(1) Salaries and wages of Department of Aviation operating personnel will be charged to C.R.C.s based on daily time records of each employee.

(2) Salaries, wages and fringe benefits of Fire Department personnel (with the exception of paramedics) assigned to the Airport will be charged to the Airfield C.R.C.

(3) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual C.R.C.s, based on the coverage afforded each C.R.C.

(4) Costs of operating and maintaining the Ground Transportation System including energy use will be charged entirely to the Terminal Support C.R.C.

(5) Costs of operating the shuttle bus system will be charged entirely to the Terminal Support C.R.C.

(6) Materials and supplies will be charged to the C.R.C. in which they are used.

(7) Engineering and professional services will be charged to specific projects identified as relating to a particular C.R.C. Services for projects not attributable to a specific C.R.C. will be considered administrative costs.

(8) Repair and maintenance items will be charged to the C.R.C. in which each item occurs.

(9) Costs of water pollution control will be charged directly to the Airfield C.R.C.

(10) Administrative Expenses of City Departments other than D.O.A. which are vouchered to the Airport will be charged as vouchered.

1.2 Formula Allocated Costs.

Allocated costs are those that cannot be accurately charged directly to a specified C.R.C. as they are incurred and must, therefore, be assigned to the C.R.C.s using an allocation formula basis.

(1) Fringe benefits (workmen's compensation, pensions, etc.) will be allocated to the C.R.C.s in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.

(2) Salaries, wages and fringe benefits of Fire Department paramedics will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. Allocation between the two C.R.C.s will be based on the pro rata share of Enplaned Passengers in each C.R.C.

(3) Costs of operating and maintaining vehicles including fuel will be allocated based on vehicle utilization. A record will be maintained of the vehicles assigned for use by each C.R.C.

(4) Electricity costs will be allocated as follows:

-- 15 percent to the Airfield C.R.C. for runway and taxiway lighting.

-- 65 percent to the Terminal Area C.R.C. and the International Terminal C.R.C. for lighting and running equipment in the terminal buildings. Allocation between the two C.R.C.s will be based on the pro rata share of square footage of terminal space in each C.R.C.

-- 25 percent to the Terminal Support C.R.C. for parking lot and roadway lighting. (Note: Ground Transportation System costs are charged in Item 1.1(4)).

-- All service provided all other airport tenants will be metered separately and directly reimbursed to the appropriate C.R.C. No Land Support Area electricity usage will be charged as an airport cost.

(5) Water and sewage costs will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata shares of Enplaned Passengers in each C.R.C. Water and sewage services provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.

(6) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration plant will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of square footage of terminal space in each C.R.C. Central H.V.A.C. service provided all other airport tenants will be metered and directly reimbursed to the appropriate C.R.C.

(7) Costs of operating and maintaining the public address system will be allocated to the Terminal Area C.R.C. and International Terminal C.R.C. based on the pro rata share of Enplaned Passengers in each C.R.C.

1.3. Administrative Costs.

Administrative (overhead) expenses are those costs which are not directly attributable to specific C.R.C.s. The share of administrative expenses allocated to each C.R.C. will equal the proportion of total costs of each C.R.C. to the total costs of all C.R.C.s for the previous Fiscal Year. Administrative costs will include, but not be limited to, the following:

(1) Salaries, wages and fringe benefits of D.O.A. administrative staff.

(2) Salaries, wages and fringe benefits of assigned staff from Corporate Counsel, Comptroller and other City departments.

(3) Trustee Fees.

(4) Insurance.

(5) Communications.

(6) Travel.

(7) Other D.O.A. administrative expenses.

(8) Non-vouchered other expenses from other City departments.

(9) Engineering and professional service fees not capitalized.

(10) Computer services and office equipment rentals and fees.

2. Assignment Of Revenues To C.R.C.s.

Revenues are to be assigned directly to C.R.C.s whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different C.R.C.) of the source of the revenue. Revenues from all sources located within each C.R.C. will be assigned directly to that C.R.C. All Revenues which cannot be directly assigned will be allocated to the C.R.C.s based on the formulas enumerated herein.

2.1. Revenues Directly Assigned To C.R.C.s.

(1) The following Revenues and all similar Revenues will be assigned to the Airfield C.R.C.:

-- Non-Airline Party Landing Fees.

-- General Aviation Landing Fees.

-- Aircraft Tie-down Fees.

-- Ramp Fees (if any).

-- Airfield Use Surcharges.

(2) The following Revenues will be assigned to the Terminal Area C.R.C.:

-- Building Space Rentals (including utility reimbursement).

-- Revenues from concessions (including utility reimbursement) located in the Terminal Area buildings (see 2.3).

(3) The following Revenues will be assigned to the International Terminal C.R.C.:

-- Building Space Rentals (including utility reimbursement).

-- Federal Inspection Service Facility Use Fees.

-- Revenues from concessions (including utility reimbursement) located in International Terminal Area buildings (see 2.3).

(4) The following Revenues will be assigned to the Terminal Support C.R.C.:

-- Automobile Parking Fees.

-- Automobile/Truck Rentals.

-- Hilton Hotel (including utility reimbursement) Rentals.

-- Limousine and Bus Fees.

-- Other Ground Transportation Fees (if applicable).

-- Employee Parking Lot Fees.

(5) The following Revenues, if located and generated in the Land Support C.R.C., will be assigned to the Land Support C.R.C.:

-- Hangar Rentals.

-- Tank Farm Rentals.

-- Air Cargo Building(s) Rentals.

-- Land Rentals.

-- Building Space Rentals.

-- F.B.O. Rentals, Concessions and Fuel Flowage Fees.

-- Flight Kitchen Rentals and Concessions.

2.2 Revenues Allocated To C.R.C.s.

(1) Interest income will be allocated to, and within, the C.R.C.s in accordance with the terms of the Airport Use Agreement.

(2) Reimbursement for security services will be allocated to the Terminal Area C.R.C. and the International Terminal C.R.C. based on the pro rata share of Enplaned Passengers in each C.R.C.

(3) Grants, contributions, sale of assets and sale of rights will be assigned directly to the C.R.C.s when identifiable. For those items which cannot be identified with a C.R.C., the allocation to C.R.C.s will be based on the proportion of total assets in each C.R.C.

2.3 Terminal Concession Revenues.

Rentals and fees from the following terminal concessions will be assigned directly to the Terminal Area C.R.C. and the International Terminal C.R.C. based on building location:

-- Food and Drink.

-- News and Gifts.

-- Drug Store.

-- Display Advertising.

-- Telephone.

-- Insurance.

-- Parcel Lockers.

-- Observation Deck (Entry Fee and Telescopes).

-- Candy Shop.

-- Heel Bar and Valet.

-- Barber Shop.

-- Currency Exchange.

-- Duty Free Shop.

-- Baggage Carts.

-- All other terminal concessions.

Table L-1 to this Exhibit "L" reads as follows:

Table L-1.

C.R.C. O. & M. Expense Charge Summary.

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
Direct Charge:					
-- D.O.A. Operating	X	X	X	X	X
-- Fire Department (except paramedics)	X	X	X	X	X
-- Police Department	X	X	X	X	X
-- Ground Transportation System				X	
-- Shuttle Bus System				X	
-- Materials and Supplies	X	X	X	X	X
-- Engineering/Professional Services	X	X	X	X	X
-- Repairs and Maintenance	X	X	X	X	X
-- Water Pollution Control	X				X
-- Administrative -- Vouchered	X	X	X	X	X

Allocated By Formula:

		Cost Revenue Centers				
		Airfield	Terminal Area	Int'l. Terminal	Terminal Support	Land Support
--	Fringe Benefits	X	X	X	X	X
--	Fire Department (paramedics)		X	X		
--	Vehicles and Fuel	X	X	X	X	X
--	Electricity	X	X	X	X	
--	Water/Sewage	X	X	X	X	
--	H. & R. Plant		X	X		
--	P.A. System		X	X		
--	Administrative -- D.O.A.	X	X	X	X	X

X -- indicates that all or part of the cost is applicable to that C.R.C.

Exhibit "M"

To Amended And Restated Airport Use Agreement.

Existing Leases And Other Agreements Of Airline To Be Extended.

[Intentionally Blank]

Exhibit "N"

To Amended And Restated Airport Use Agreement.

Operation And Maintenance Responsibilities.

I. Terminal Area.

1. Exterior And Structure.

Airline Responsibility:

-- Loading Bridges -- all services, including operation, maintenance, repair and cleaning.

-- Aircraft gates without loading bridges -- all pedestrian-related services, including marking of walkways, sweeping and trash collection, and snow and ice removal.

City Responsibility -- All other services, including without limitation:

-- Structural and roof maintenance and repair.

-- Manual and automatic door maintenance.

-- Exterior lighting -- operation and maintenance.

-- Signage.

-- Perimeter wall, glass cleaning and replacement, interior and exterior.

-- Landscaping maintenance and policing.

-- Walkways and curbfront:

Policing, sweeping and trash collection, including removal of gum, oil spots, and spills.

-- Snow and ice removal, including the use of chemical melting agents when required.

-- Security, law enforcement, fire protection, and emergency medical service.

2. Interior.

Airline Responsibility -- Within Exclusive Use Premises:

-- Plumbing -- Repair, maintenance, and cleaning of Airline-installed devices.

-- Electrical:

-- Lamp and ballast replacement.

-- Cleaning of fixtures.

-- Repair, maintenance and cleaning of Airline-installed devices.

-- Cost of electrical power, hot and cold water, and other building utility use, determined by estimate or metering. Uses other than normal building functions shall be metered and paid by Airline (Airline to pay cost of meter installation).

H.V.A.C. -- cleaning of diffusers, grates, et cetera, which provide final delivery and return of conditioned air.

Glass Breakage -- replacement of any breakage within the Exclusive Use Premises. Perimeter wall glass to be replaced by City per N-6.

Communications Systems -- operation, maintenance, repair and cleaning of dedicating systems installed by Airline for its sole use or use in common with other tenants, such as public address, telephone and radio services, and flight information display systems.

Passenger Loading Bridges -- operation, maintenance and cleaning. Cleaning to include:

-- Sweep, spot clean and shampoo carpeting as required.

-- Dust, wipe/wash interior surfaces.

-- Clean windows.

Maintenance To Include:

-- Doors, safety devices, warning systems.

-- Mechanical positioning equipment and controls.

-- Docking lights and devices.

-- Any aircraft support equipment attached to loading bridges, such as electrical power and communications.

Custodial Services:

-- Policing of passenger hold areas and bag claim area, including emptying of ashtrays and trash containers as required.

-- Damp mop, scrub, strip, wax, and/or seal terrazzo or tile floors on a regular basis.

-- Vacuum, spot clean, and shampoo carpeted areas on a regular basis.

-- Dust, damp wipe, and wash furniture, railings, window sills, walls, ceilings, ashtrays, trash containers, counters and fixtures on a regular basis.

-- Clean and polish all metal surfaces on furniture, fixtures and equipment.

-- Wash interior windows and glass partitions.

-- Removal of Airline trash from custodial activity in Exclusive Use Premises and from Aircraft.

Locks, keys and key control.

Interior Decorating -- Provision, installation, and maintenance of all furnishings (including seats, tables, counters, closets, etc.), wall coverings, floor finishes, window coverage (draperies, etc.), authorized signage and logos, and related items not included in the primary construction of the facility.

Mechanical Systems -- Operation, maintenance and repair of all mechanical systems -- Baggage Systems (outbound and inbound), bag claim facilities -- conveyors, carousels, delivery tracks, etc. -- manual and automatic doors -- escalators and elevators.

Passenger screening.

City Responsibility:

Plumbing -- All services except as noted for Airline, and including:

-- Operation, maintenance, and repair of hot and cold domestic potable water service throughout the Terminal Area.

-- Maintenance and repair of drainage and sewage systems throughout the Terminal Area.

-- Maintenance and repair of plumbing fixtures, including restroom fixtures, drinking fountains, and janitorial sinks in Public Use Premises.

-- Maintenance and repair of fire suppression (sprinkler) systems.

Electrical -- All services except as noted for Airline, and including maintenance and repair of all aspects of the electrical distribution systems, including meters, wiring, distribution and circuit protection boxes, outlets, primary lighting fixtures and outlets installed included in primary construction of the facility.

Heating, Ventilating and Air Conditioning -- Operation and maintenance of all services, except as noted for Airline, including:

-- High temperature and chilled water generation and distribution.

-- Heat exchangers.

-- Air handling units, including filter changing and coil cleaning.

-- Ducting.

-- Controls.

Glass Breakage -- Replacement of broken glass in Public Use Premises.

Communications Systems -- Complete maintenance of all systems used in common throughout the Terminal Area, such as alarm systems and common user communication and public address systems.

Custodial Services -- Provide facilities for trash disposal for non-Airline Party Terminal Area tenants and provide complete custodial services in all Public Use Premises, to include without limitation: restrooms; elevators; escalators; circulation space in ticketing, baggage claims, and public waiting areas; public telephones; drinking fountains; vestibules; corridors, stairwells and other amenities available to the general public. Functions to include:

-- Policing and trash removal from all public facilities.

-- Floor cleaning, with regularly scheduled vacuuming, spot cleaning, shampooing, sweeping, scrubbing, mopping, stripping, waxing and/or sealing, as appropriate.

-- Wall, ceiling, partition, and fixture cleaning, including dusting, spot cleaning, washing and polishing metal surfaces.

-- Washing interior and exterior windows and glass partitions within Public Use Premises.

-- Telephone and restroom sanitizing, including all fixtures.

-- Restroom stocking, including soap, paper products and sanitary napkins.

Locks, keys and key control, except as specified for Airline.

Repair and maintenance of people movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems) located in Public Use Premises (except as provided in footnote 7 on page 9).

Security, law enforcement, and fire protection, and emergency medical services.

II. Terminal Support Area.

Airline Responsibility:

None.

City Responsibility:

Roadways and Pedestrian Walkways -- Maintenance, repair and cleaning.

-- Signage.

-- Sweeping and trash removal.

-- Snow and ice control.

-- Pavement, curb and drainage system maintenance.

Parking Facilities -- Operation, maintenance, repair and cleaning.

-- Revenue collection.

-- Signage and traffic control, including pavement marking and signal lights.

-- Shuttle bus service (remote public parking only).

-- Sweeping and scrubbing of pavements and trash removal.

-- Policing and trash removal.

-- Snow and ice control.

-- Utility systems (plumbing, electrical, H.V.A.C.).

-- Environmental monitoring (carbon monoxide) in parking structure.

-- Revenue related equipment, including ticket spitters and entrance gates, cash collection control equipment and exit gates.

-- Lighting.

-- Structural, pavement, and drainage system repair and maintenance.

Mechanical passenger movement systems, including elevators, escalators, moving sidewalks and transit systems -- operation, repair, maintenance and cleaning.

-- Lighting and utility systems (electrical, plumbing, drainage H.V.A.C.).

-- Signage.

-- Communications, alarm and safety systems.

-- Maintenance of equipment in accordance with manufacturer's recommendations.

-- Cleaning of all equipment and related facilities, including sweeping, mopping, waxing, dusting, glass cleaning, metal polishing and trash removal.

-- Snow and ice control.

Landscaping:

-- Mowing.

-- Trimming.

-- Policing/trash removal.

Security, law enforcement, fire protection and emergency medical services.

Utility Systems (H & R Plant and Associated Systems). Operation, repair, maintenance and cleaning, including:

-- Generation and distribution of high and low temperature water.

-- Control and storage of potable and fire water supplies, including pumping, testing and chlorination.

III. Airfield.

Airline Responsibility:

Passenger terminal apron areas associated with airline gates:

-- Pavement markings for aircraft docking, ground support equipment, parking, passenger walkways and aircraft limit lines.

-- Sweeping, cleaning, and trash removal on pavement areas occupied by airline loading bridges and ground support equipment.

Aircraft fueling systems operation, maintenance and repair.

City Responsibility -- Operation, maintenance, repair and cleaning, except as specified for airline:

Pavements (runways, taxiways, aircraft parking areas, aprons, ramps and roadways):

-- Sweeping.

-- Maintenance and repair.

-- Snow and ice control.

Lighting:

-- Airfield system (runways, taxiways, obstructions, etc.).

-- Roadways.

-- Passenger terminal aprons.

-- Support and back-up systems (lighting vaults, emergency generators, etc.) and associated wiring, fixtures and equipment.

Airfield mowing, policing and trash removal.

Drainage, including management and control of runoff from the airport.

Perimeter fencing and access control.

Pavement marking and signage.

Security, law enforcement, crash-fire-rescue services and emergency medical services.

Summary Of Airport Operations And Maintenance Responsibilities.

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Structures and Building Exteriors	C	C	C	C
Loading Bridges	A	--	--	--
Landscaping	--	C	C	C
Walkways and Roadways	--	C	C	C

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Security, Law Enforcement, Fire Protection, Emergency Medical Services	C	C	C	C
Plumbing/Drainage	A1/	C	C	C
Electrical Service and Lighting	A1/	C	C	C
H.V.A.C.	A2/	C	C	C
Glass Breakage	A	C	C	C
Communications Systems	A3/	C	C	C
Custodial Service, including Trash Removal	A	C	C	C
Locks, Keys, Key Control	A	C	C	C
Interior Decorating	A	C	C	C
Baggage Handling Systems	A	--	--	--

Key: A = Airline

C = City

1/ Airline--installed devices and lamp/ballast replacement.

2/ Cleaning of grates and diffusers only.

3/ Exclusive/joint use systems installed by Airline.

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
People Movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems)	A5/	C6/	C	--
Signage	A	C	C	C
Airfield Pavements	A4/	C	--	C
Auto Parking Facilities	--	--	C	--
Aircraft Fueling System	--	--	--	A

Key: A = Airline

C = City

4/ Pavement marking and cleaning at apron gates.

5/ Airline shall maintain and operate escalators, moving sidewalks and horizontal moving devices within Airline's Exclusive Use Premises.

6/ Any moving sidewalk or horizontal moving device which is deemed, pursuant to Section 9.03(c) of the Agreement to which this Exhibit N is attached, to be a tenant improvement of an Airline Party shall be maintained and operated by such Airline Party or by City at such Airline Party's expense.

Exhibit "O"

To Amended And Restated Airport Use Agreement.

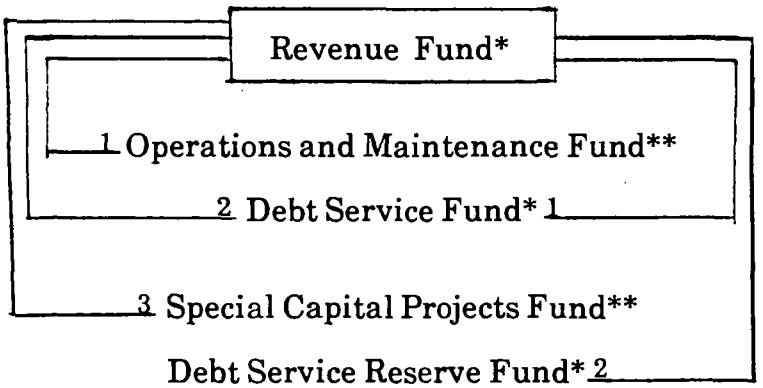
Allocation Of Revenues.

Monthly Flow

On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth below:

Semi-Annual Flow

On the business day of the the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth below:



* Pursuant to Section 503 of the General Airport Revenue Bond Ordinance.

** Indicates funds credited in Airport Use Agreement and Terminal Facilities Lease.

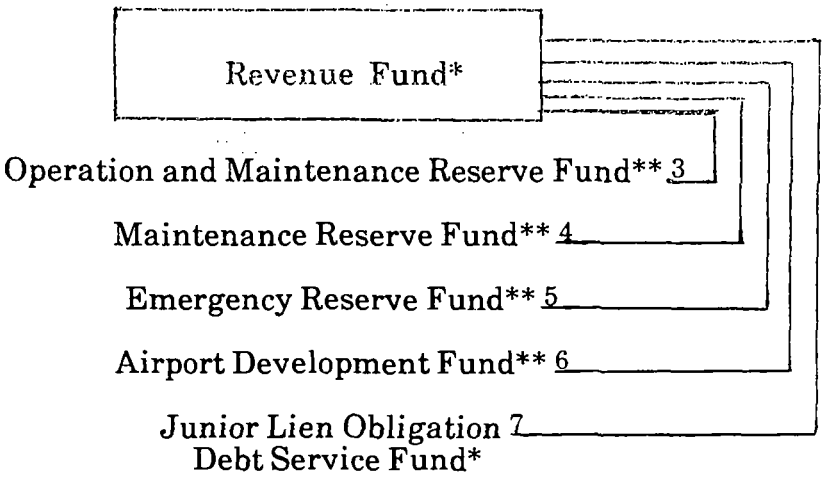


Exhibit "P"

To Amended And Restated Airport Use Agreement.

Terminal Area Use Charge Formula.

The Terminal Area Use Charge is determined based on the formulation described in Section 5.03 which is algebraicly represented as follows:

$$\left[\frac{A}{B} \times (C + C^1)\right] + \left[\frac{A^1}{B^1} \times D\right] + \left[\frac{E}{F} \times [(G + H + J + K) - (L + M)]\right] + [N] + [P] - [Q]$$

Where A is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

---

* Pursuant to Section 503 of the General Airport Revenue Bond Ordinance.

** Indicates funds credited in Airport Use Agreement and Terminal Facilities Lease.

Where B is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where A^1 is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where B^1 is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(b) (including Additional Footage which is part of a Special Facility Improvement).

Where C is the Debt Service (net of Investment Income) allocated to Exclusive Use Premises (excluding Exclusive Use Premises which are part of a Special Facility Improvement) per Section 5.03(a)(i)(1).

Where C^1 is the Special Facility Revenue Bond Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement per Section 5.03(a)(i)(2).

Where D is the Debt Service (net of Investment Income) allocated to Type B Public Use Premises and to relocation costs per Section 5.03(a)(ii).

Where E is the total square footage of Exclusive Use Premises of the Airline per Section 5.04(c).

Where F is the total square footage of Exclusive Use Premises of all Airline Parties per Section 5.04(c).

Where G is the Debt Service (net of Investment Income) allocated to Type A Public Use Premises and to the capitalized costs of implementing the Use Agreement per Section 5.03(a)(iii)(1).

Where H is the Operation and Maintenance Expenses of the Terminal Area per Section 5.03(a)(iii)(2).

Where J is the Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund payment requirements of the Terminal Area per Section 5.03(a)(iii)(3).

Where K is the allocated Terminal Area share of the Net Deficit of the Terminal Support Area per Section 5.03(a)(iii)(4). (If Terminal Support Area shows a surplus, K = O.)

Where L is the Non-Use Agreement Revenues of the Terminal Area per Section 5.03(a)(iv)(1).

Where M is the allocated Terminal Area share of the Net Revenues of the Terminal Support Area per Section 5.03(a)(iv)(2). (If Terminal Support Area shows a deficit, M = O.)

Where N is Airline's pro rata share of the Debt Service, if any, (net of Investment Income) during construction of the Terminal Area, and of the Debt Service (net of Investment Income) allocated to Capital Projects enumerated in Section 5.05(b), per Section 5.03(a)(v).

Where P is the Debt Service (net of Investment Income) allocated to Airline's tenant improvements per Section 5.03(a)(vi).

Where Q is the credit for Special Facility Revenue Bond Debt Service payments related to the Existing Footage portion of Exclusive Use Premises, Public Use Premises and the Terminal Support Area per Section 5.03(b).

Application Of Terminal Area Use Charges Formula
To Two Hypothetical Situations.

Example 1: Airline X

Assumptions:

Airline X has Exclusive Use Premises solely in a Special Facility Improvement.

A = 0 (Additional Footage which is part of a Special Facility is excluded)

B = 450,000 square feet

A^1 = 100,000 square feet

B^1 = 550,000 square feet

C = $15,000,000

C^1 = $454,546 (See calculation of Item Q below)

D = $14,000,000

E = 150,000 square feet

F = 1,300,000 square feet

G = $4,000,000

H = $42,600,000

J = $3,600,000 (Assumes Special Capital Projects Fund payment requirement = 0)

K = 0 (Assumes Terminal Support Area shows a surplus)

L = $27,000,000

M = $1,500,000

N = $3,090,909 (See calculation below)

P = 0 (Assumes tenant improvements financed independently)

Q = $4,954,546 (See calculation of Item Q below)

Calculation Of Item Q.

Credit For Existing Footage Portion Of Exclusive Use Premises.

Assumptions for calculation of credit relating to Existing Footage Portion of Airline X's Exclusive Use Premises in its Special Facility Improvement pursuant to Section 6.01(b) using the factors and formula set forth therein:

$$S - (S \times \frac{T}{U} \times \frac{V}{W})$$

S = $3,000,000

T = 100,000 square feet

U = 150,000 square feet

V = 700,000 square feet

W = 550,000 square feet

$$\$3,000,000 - (\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}) = \$454,546^*$$

(* this number = C1)

Plus

Credit For Public Use Premises.

Special Facility Revenue Bond Debt Service related to Public Use Premises	=	$3,000,000

Plus

Credit For Terminal Support Area.

Special Facility Revenue Bond Debt Service related to Terminal Support Area	=	$1,500,000
Q	=	$4,954,546

Calculation Of Airline X's Terminal Area Use Charge.

Formula	Calculation		Charge
$\frac{A}{B \times (C + C^1)}$	$\frac{0}{450{,}000 \times (\$15{,}000{,}000 + \$454{,}546)}$	=	0
$\frac{A^1}{B^1 \times D}$	$\frac{100{,}000}{550{,}000 \times \$14{,}000{,}000}$	=	$2,545,454
$\frac{E}{F \times [(G + H + J + K) - (L + M)]}$	$\frac{150{,}000}{1{,}300{,}000 \times [(\$4{,}000{,}000 + \$42{,}000{,}000 + \$3{,}600{,}000 + 0) - (\$27{,}000{,}000 + \$1{,}500{,}000)]}$	=	$2,434,615
	$\frac{100{,}000}{550{,}000 \times \$17{,}000{,}000}$	=	$3,090,909

Formula	Calculation		Charge
P	0	=	0
			$8,070,978
Q	$4,954,546	-	$(4,954,546)
Airline X's Terminal Area Use Charge (less credit)		=	$3,116,432
Amount paid by Airline X for its Additional Footage under its Special Facility Agreement	$3,000,000 - $454,546	=	$2,545,454

Application Of Terminal Area Use Charges

Formula To Two Hypothetical Situations.

Example 2: Airline Y

Assumptions:

Airline Y has no Exclusive Use Premises in a Special Facility Improvement.

A = 50,000 square feet

B = 450,000 square feet

A^1 = 50,000 square feet

B^1	=	550,000 square feet
C	=	$15,000,000
C^1	=	$454,546 (See calculation of Item Q for Airline X)
D	=	$14,000,000
E	=	200,000 square feet
F	=	1,300,000 square feet
G	=	$4,000,000
H	=	$42,600,000
J	=	$3,600,000 (Assumes Special Capital Projects Funds payment requirement = 0)
K	=	0 (Assumes Terminal Support Area shows a surplus)
L	=	$27,000,000
M	=	$1,500,000
N	=	$1,545,453 (See calculation below)
P	=	0 (Assumes tenant improvements financed independently)
Q	=	0

Calculation Of Airline Y's Terminal Area Use Charge.

Formula	Calculation		Charge
$\frac{A}{B \times (C + C^1)}$	$\frac{50,000}{450,000 \times (\$15,000,000 + \$454,546)}$	=	$1,717,171
$\frac{A^1}{B^1 \times D}$	$\frac{50,000}{550,000 \times \$14,000,000}$	=	$1,272,726

Formula	Calculation		Charge
$\frac{E}{F}$ x [(G + H + J + K) - (L + M)]	$\frac{200,000}{1,300,000}$ x [($4,000,000 + $42,000,000 + $3,600,000 + 0 - ($27,000,000 + $1,500,000)]	=	$3,246,152
	$\frac{50,000}{550,000}$ x $17,000,000	=	$1,545,453
P	0	=	0
			$7,781,502
Q	0	–	$ -0-
Airline X's Terminal Area Use Charge		=	$7,781,502

Comparison Of Existing Footage And

Additional Footage Rates For

Airlines X And Y.

Existing Footage Rate:

Airline X:

$\frac{\$2,434,615}{150,000}$ = $16.23 per square foot + $5.00 per square foot (Terminal Area Rental) = $21.23 per square foot

Airline Y:

$\frac{\$3,246,152}{200,000}$ = $16.23 per square foot + $5.00 per square foot (Terminal Area Rental) = $21.23 per square foot

Additional Footage Rate:

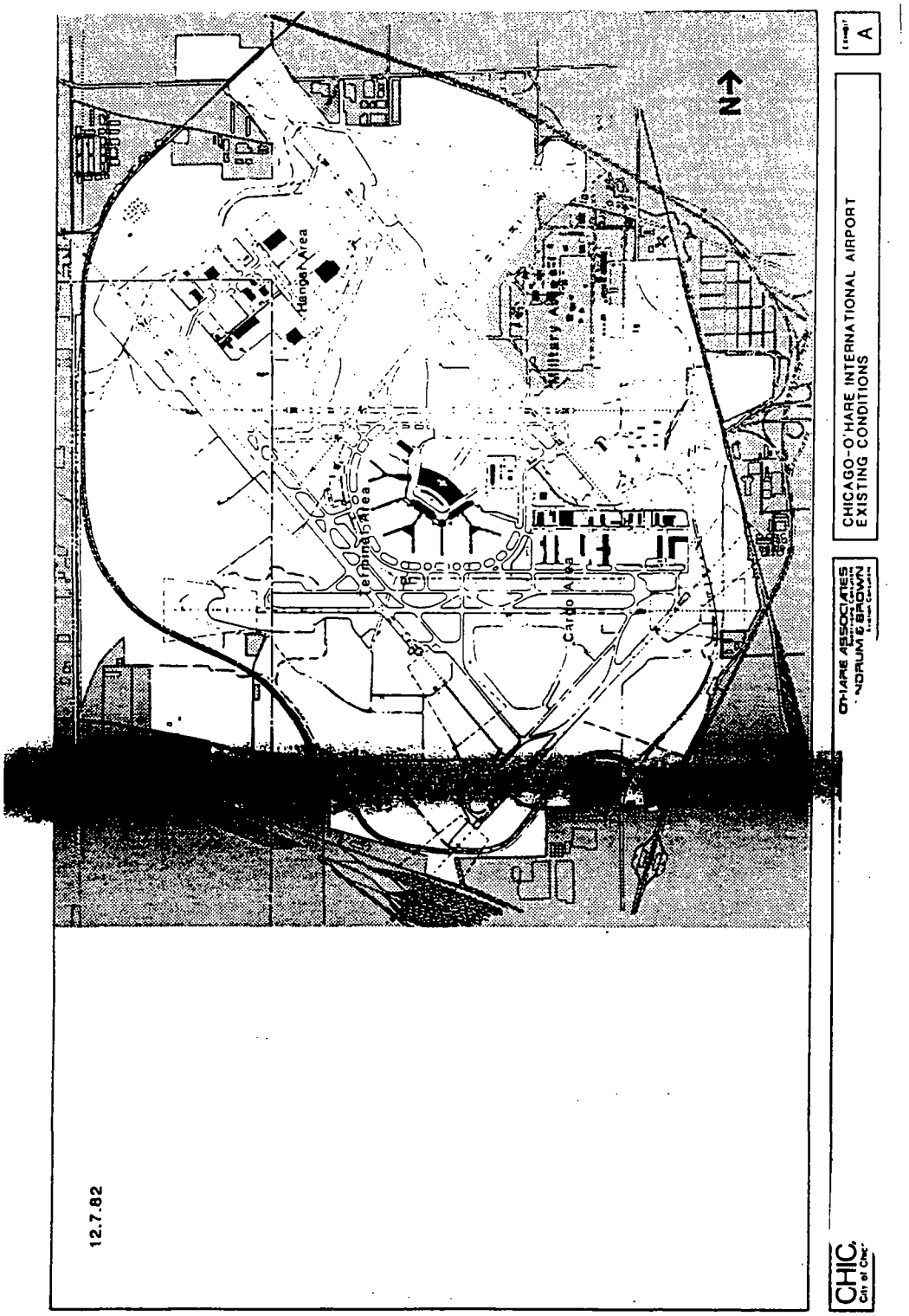
Airline X:

($2,545,454 + $3,090,909 + $2,545,454) / 100,000 = $81.81 per square foot + $21.23 per square foot = $103.04 per square foot*

Airline Y:

($1,717,171 + $1,272,726 + $1,545,453) / 50,000 = $90.70 per square foot + $21.23 per square foot = $111.93 per square foot*

* This discrepancy is a result of different assumptions with respect to the per square foot debt service expense of Exclusive Use Premises constructed in the Special Facility versus other Exclusive Use Premises constructed at the Airport. The 150,000 square feet of Exclusive Use Premises in the Special Facility is assumed to have a $3,000,000 debt service expense, or $20.00 per square foot. (See assumptions in calculation of Item Q.) The other 550,000 square feet of Exclusive Use Premises constructed at the Airport (the total 700,000 square feet assumed in the calculation of Item Q less the 150,000 square feet which are part of the Special Facility) is assumed to have a $15,000,000 debt service expense (see assumption of Item C), or $27.27 per square foot.


N
Hangar Area
Terminal Area
Cargo Area
CHICAGO-O'HARE INTERNATIONAL AIRPORT
EXISTING CONDITIONS
O'HARE ASSOCIATES
NORUM & BROWN
CHIC
12.7.82

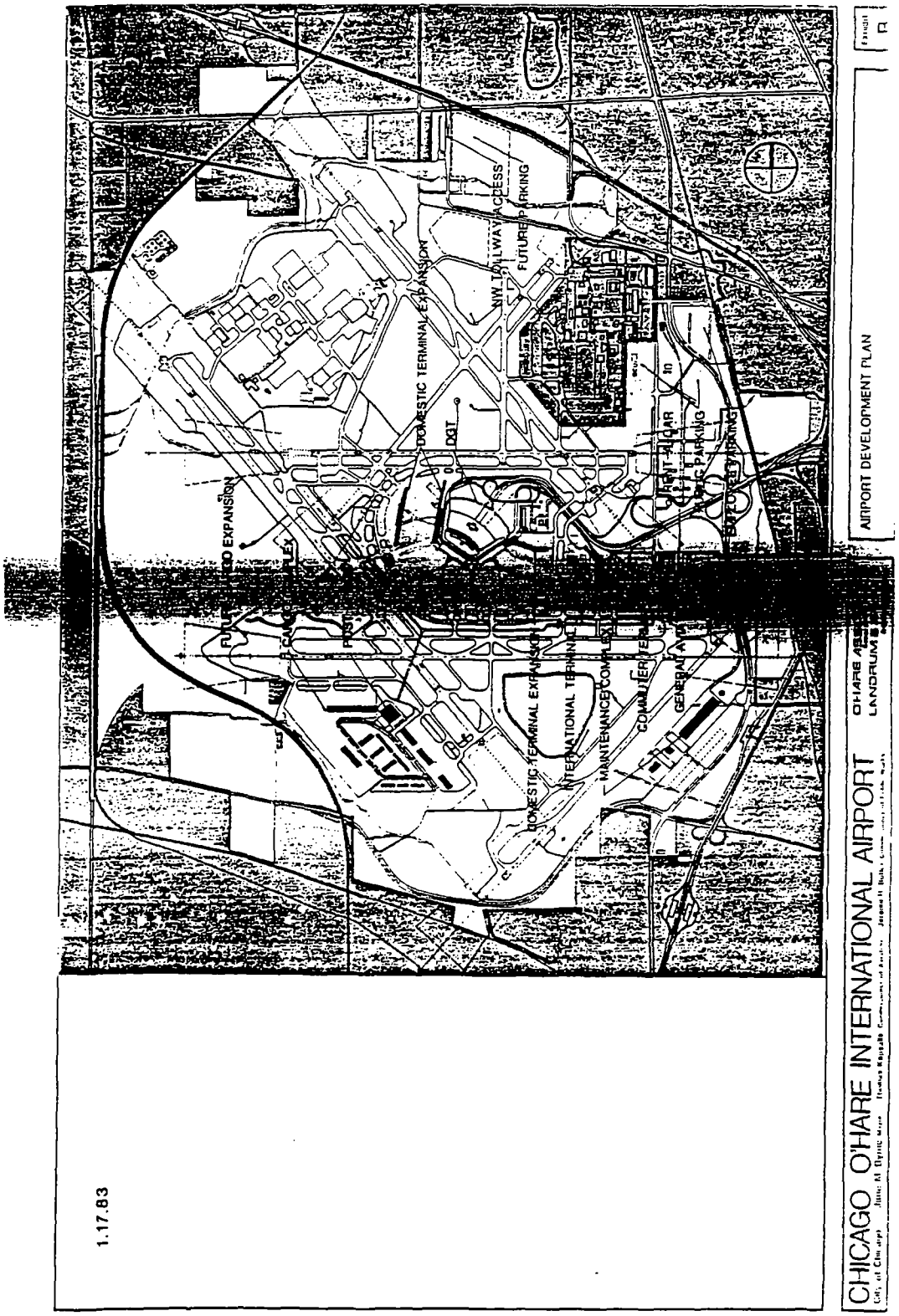
AIRPORT DEVELOPMENT PLAN.

Cost Revenue Center (C.R.C.) Airline Funded Summary.

	Funding Priority I	Funding Priority II	Airline Funded Totals
Airfield (AF):	$167,514,134	$124,647,336	$292,161,470
Terminal Area (TA):	218,892,556	82,656,362	301,548,918
Terminal Support (TS):	15,940,108	149,402,002	165,342,110
International Terminal (IT):	298,080	80,649,422	80,947,502
TOTALS:	$402,644,878	$437,355,122	$840,000,000

Cost Revenue Center (C.R.C.) Category Summary (1).

	Category 1	Category 2	Totals
Airfield (AF):	$29,943,774	$12,607,704	$42,551,478
Terminal Area (TA):	18,960,480	2,799,360	21,759,840
Terminal Support (TS):	0	43,766,491	43,766,491
International Terminal (IT):	2,619,540	298,080	2,917,620
TOTALS:	$51,523,794	$59,471,635	$110,995,429


CHICAGO O'HARE INTERNATIONAL AIRPORT
AIRPORT DEVELOPMENT PLAN
1.17.83
DOMESTIC TERMINAL EXPANSION
INTERNATIONAL TERMINAL
MAINTENANCE COMPLEX
GENERAL AVIATION
COMMUTER TERMINAL
DOMESTIC TERMINAL EXPANSION
NW TOLLWAY ACCESS
FUTURE PARKING
DOMESTIC PARKING
RENT A CAR
PARKING
LANDRUM

AIRFIELD CRC (AF)

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
AIRFIELD CRC CAPITAL PROJECTS					
AF-1.	Extension Runway 27R				$26,986,019
AF-2.	Extension Runway/ Taxiway 9L				$1,844,748
AF-3.	32L/9R Parallel Taxiways				$17,124,788
AF-4.	14R/32L Parallel Taxiways				$6,876,306
AF-5.	Inner/Outer Taxiway F thru H Relocation			$31,950,815	$31,950,815
AF-6.	Inner/Outer Taxiway B/C Relocation Taxiway Relocation Work			$19,975,572	$23,329,944
AF-7.	Utility Relocations B/C Apron			$9,661,373	$9,661,373
AF-8.	Inner/Outer Taxiway K/L Relocation			$25,451,401	$25,451,401
	AF-8a Inner/Outer Taxiway		$9,299,340		
	AF-8b Demolition of Existing Flight Kitchens and Maintenance Building	$284,377			
	AF-8c Site Preparation Southeast Services Area	$12,559,320			
	AF-8d Aircraft Parking Area		$3,308,364		
AF-9.	B/C Apron			$40,954,086	$40,954,086
AF-10.	Concourse L Apron			$13,855,330	$13,855,330

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
AIRFIELD CRC CAPITAL PROJECTS (Con't)					
AF-11.	Cargo Apron Replacement				$31,838,400
AF-12.	International and Commuter Apron				$20,550,024
AF-13.	Military Site Acquisition				$16,072,679
AF-14.	Replacement CFR Station #1			$8,565,480	$8,565,480
AF-15.	Airport Maintenance Complex	$17,100,077		$17,100,077	$17,100,077
AF-16.	General Aviation Apron				$0
	TOTALS	$29,943,774	$12,607,704	$167,514,134	$292,161,470

AIRPORT DEVELOPMENT PLAN.

Number: AF-1 Date: 1/17/83

Name: Extension Runway 27R

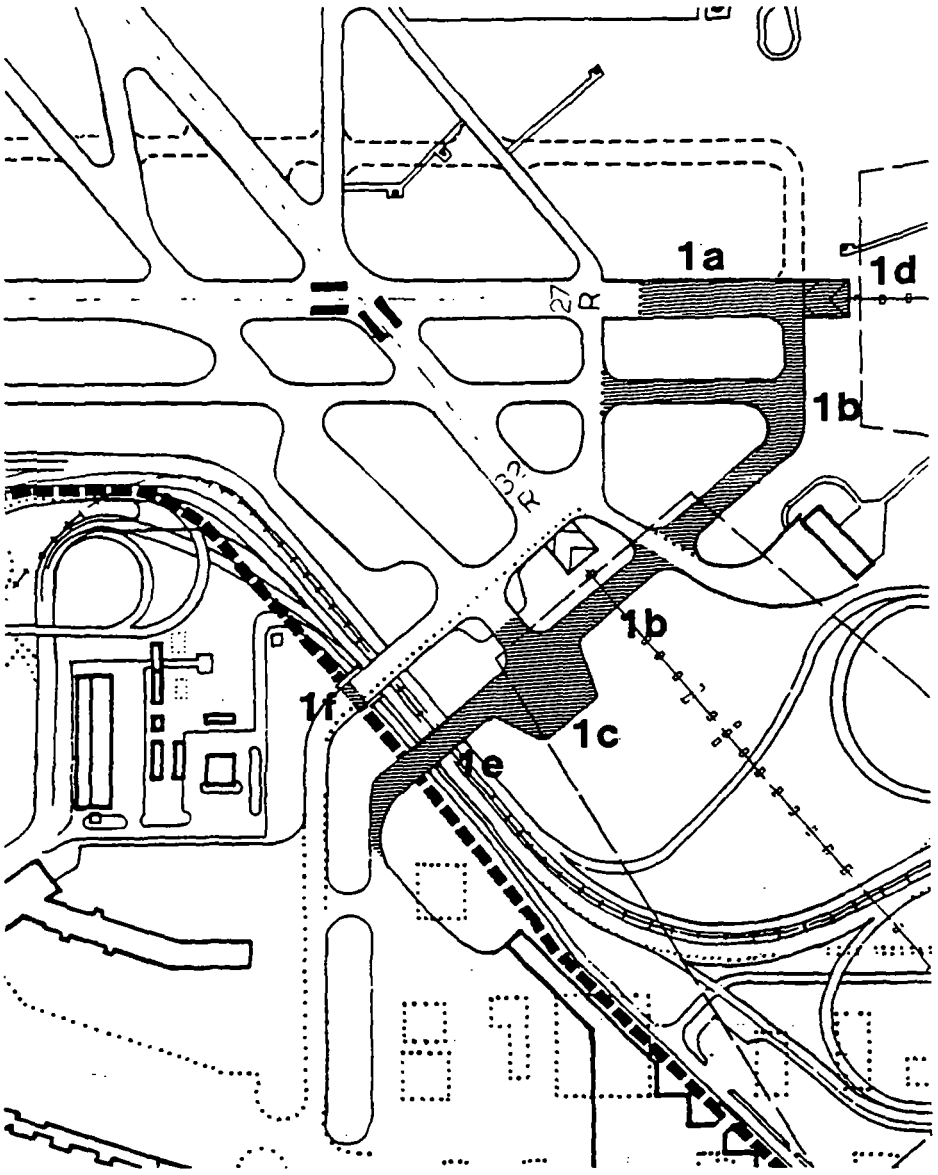
Airline Funded Total: $26,986,019

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Extension of Runway 27R	$ 2,372,895	7/85	12/85	II
b.	Associated Taxiway Construction	$ 9,054,715	7/85	12/86	II
c.	New Hold for Pad Runway 32R	$ 1,402,353	6/86	11/86	II
d.	NAVAIDS Relocation For Runway 27R	$ 916,056	4/86	9/86	II
e.	Second Taxiway Bridge	$10,000,000	7/85	5/86	II
f.	DGT Tunnel @ Existing Bridge	$ 3,240,000	9/84	12/84	II

Project Scope:

This project includes a 790-foot extension to Runway 27R, construction of new taxiways to provide aircraft access to the new runway threshold, as well as the relocation of related facilities. In addition, a second taxiway bridge located 350 feet center line to center line southeast of the existing bridge taxiway and the construction of a tunnel section under the south approach to the existing bridge for DGT system right-of-way are included.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Extension Of Runway 27R

AF-1

AIRPORT DEVELOPMENT PLAN.

Number: AF-2 Date: 1/17/83

Name: Extension Runway/Taxiway 9L

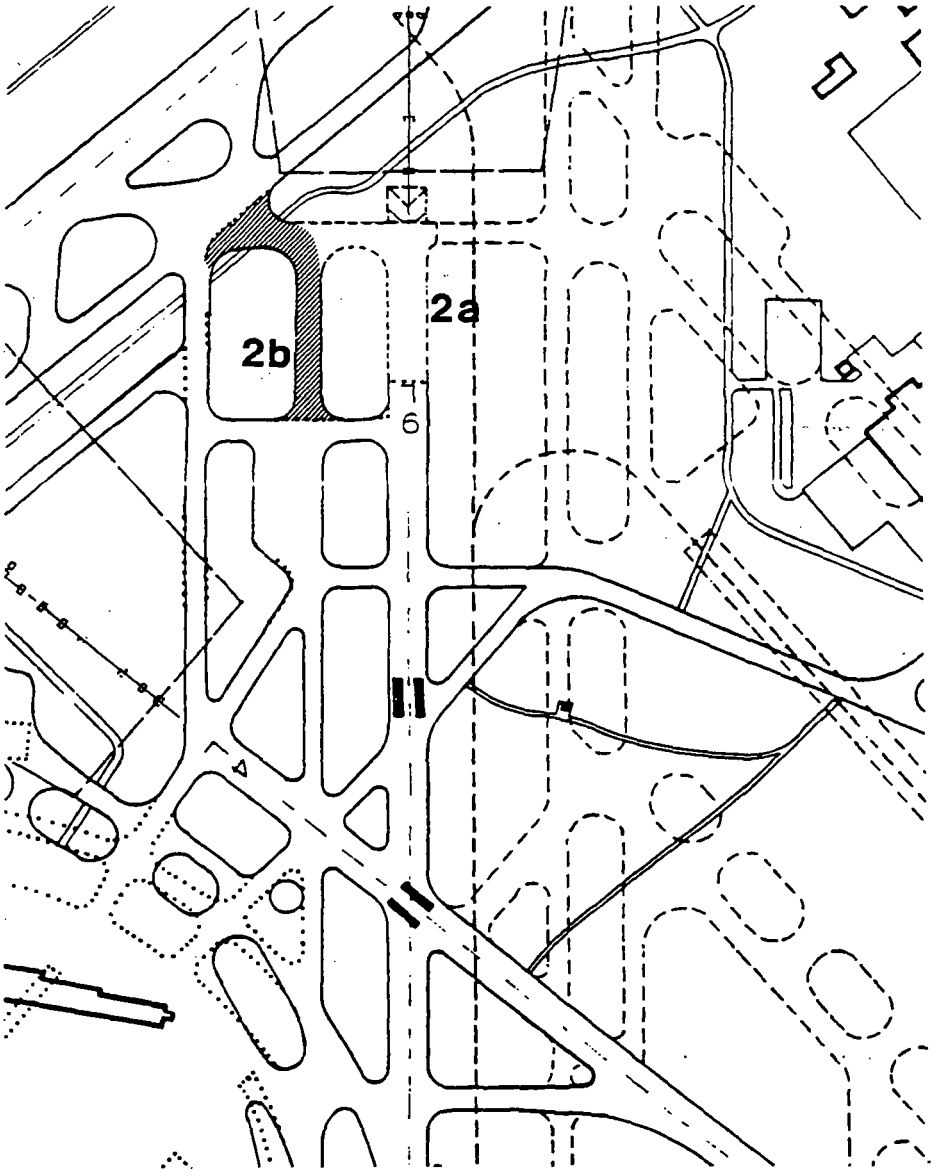
Airline Funded Total: $1,844,748

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Extension of Runway 9L	$ 0			
b.	9L Parallel Taxiway Extension	$1,844,748	10/88	9/89	II

Project Scope:

This project includes a 790-foot extension to Runway 9L and an extension of the 9L Parallel Taxiway to the west to join with the existing 14R/32L Parallel Taxiway. The Runway 9L extension is not to be funded through the airlines consent to the Airport Development Plan.

AIRPORT DEVELOPMENT PLAN



Extension Runway/
Taxiway 9L

AF-2

AIRPORT DEVELOPMENT PLAN.

Number: AF-3 Date: 1/17/83

Name: 32L/9R Parallel Taxiways

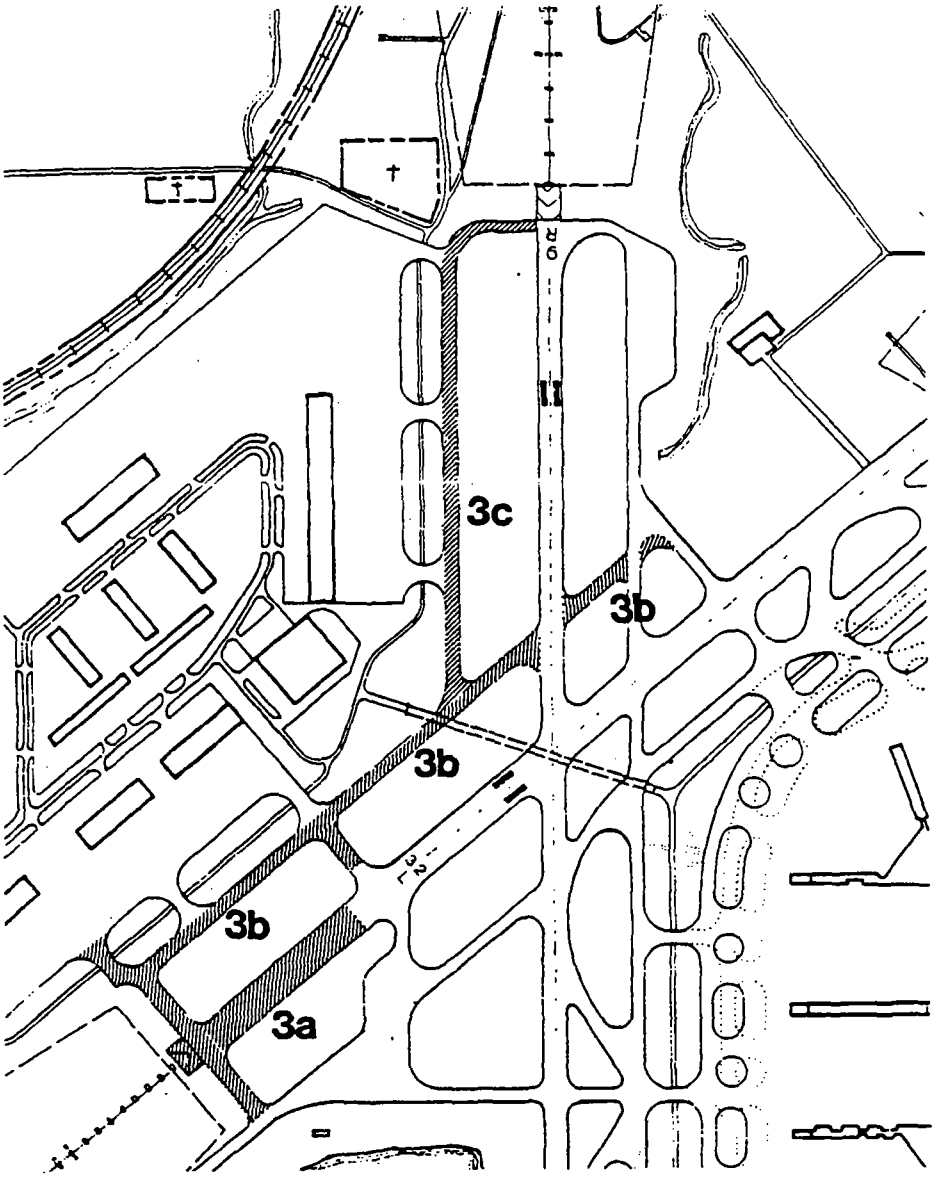
Airline Funded Total: $17,124,788

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Extension Runway 32L	$5,633,010	9/84	8/85	II
b.	32L Parallel Taxiways	$7,091,318	9/84	8/85	II
c.	9R South Parallel Taxiway	$4,400,460	9/84	8/85	II

Project Scope:

This project includes a 1,400-foot extension to Runway 32L and the development of a west parallel taxiway extending approximately 4,000 feet from the new threshold to the 9R/27L Parallel Taxiway. An additional 2,900-foot section of parallel taxiway is included on the south side of Runway 9R/27L extending from the 9R Runway threshold to the west 14R/32L Parallel Taxiway. Also included are runway/taxiway crossovers.

AIRPORT DEVELOPMENT PLAN



32L/9R Parallel Taxiways

AF-3

AIRPORT DEVELOPMENT PLAN.

Number: AF-4 Date: 1/17/83

Name: 14R/32L Parallel Taxiways

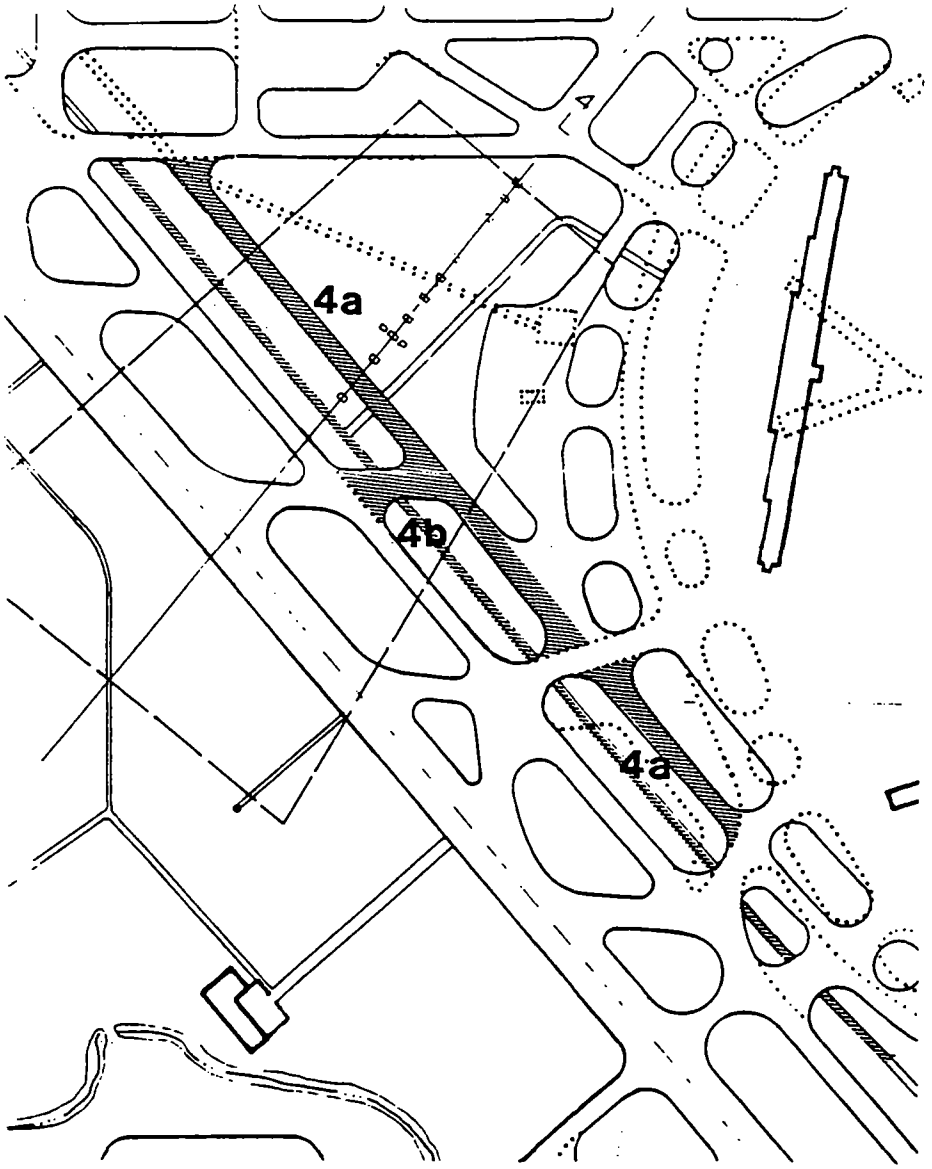
Airline Funded Total: $6,876,306

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Second 14R/32L East Parallel Taxiway	$5,921,046	9/84	8/85	II
b. Service Road 14R/32L	$ 955,260	9/84	11/84	II

Project Scope:

This project develops a 2,450-foot section of new taxiway parallel to the existing 14R/32L Parallel Taxiway (east). This section of taxiway is to be located east of the existing 14R/32L Parallel Taxiway extending from the Outer Taxiway to the By-Pass Taxiway. This alignment requires the relocation of the airport service road from the terminal complex to the airline hangar/maintenance area.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

14R/32L Parallel Taxiways

AF-4

AIRPORT DEVELOPMENT PLAN.

Number: AF-5 Date: 1/17/83

Name: Inner/Outer Taxiways F thru H Relocation

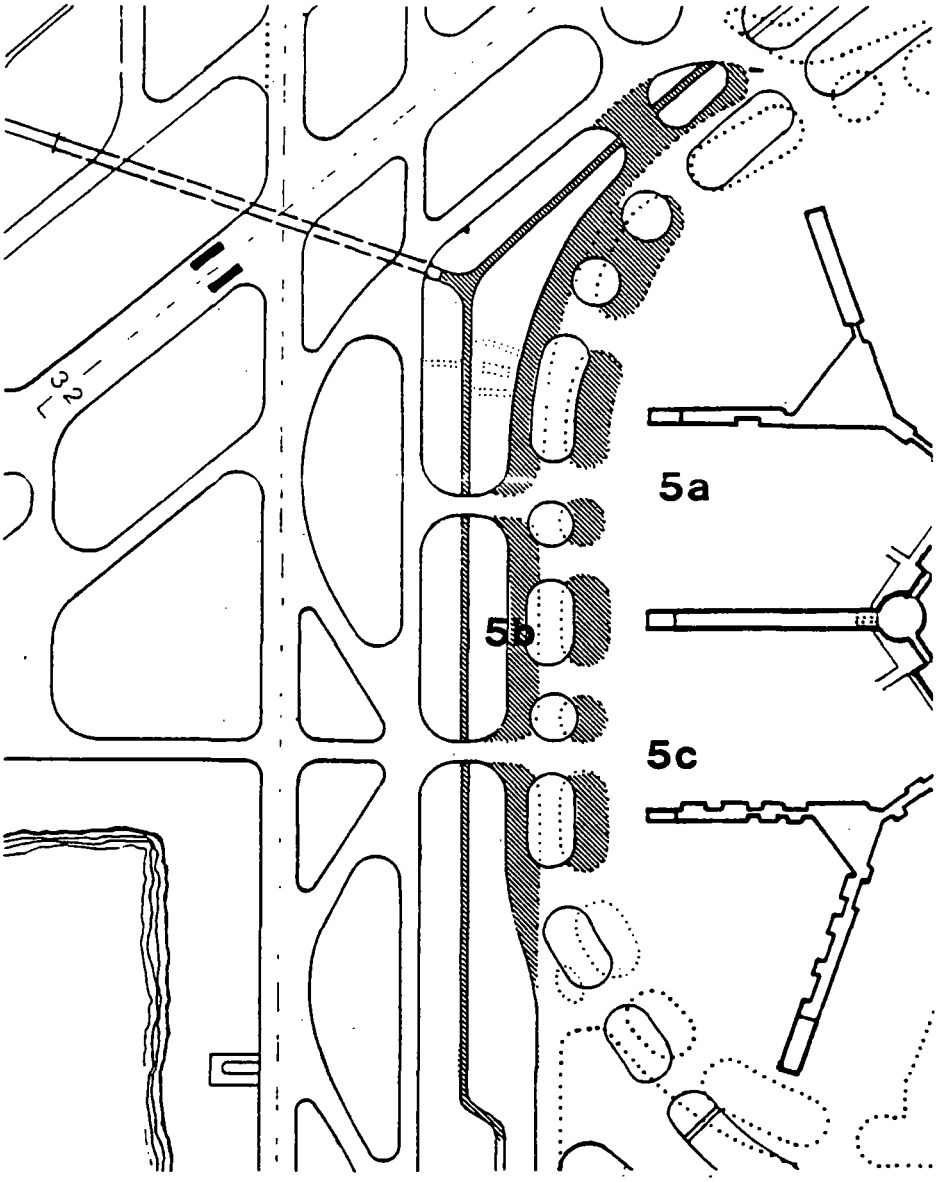
Airline Funded Total: $31,950,815

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Taxiway Paving	$13,977,779	9/85	10/86	I
b.	Service Road Relocation	$ 1,083,996	3/85	5/85	I
c.	Utilities Relocation	$16,889,040	3/85	11/85	I

Project Scope:

This project includes a 150 to 155-foot southward relocation of the Inner and Outer Taxiways and all related crossover pavements. Also included is the relocation of the airport's primary utility corridor, and the service road. Extension of the aircraft parking apron and taxilanes is also included. Relocation of fueling facilities is not included in this project.

AIRPORT DEVELOPMENT PLAN



Inner/Outer Taxiway
F thru H Relocation

AF-5

AIRPORT DEVELOPMENT PLAN.

Number: AF-6 Date: 1/17/83

Name: Inner/Outer Taxiway B/C Relocation

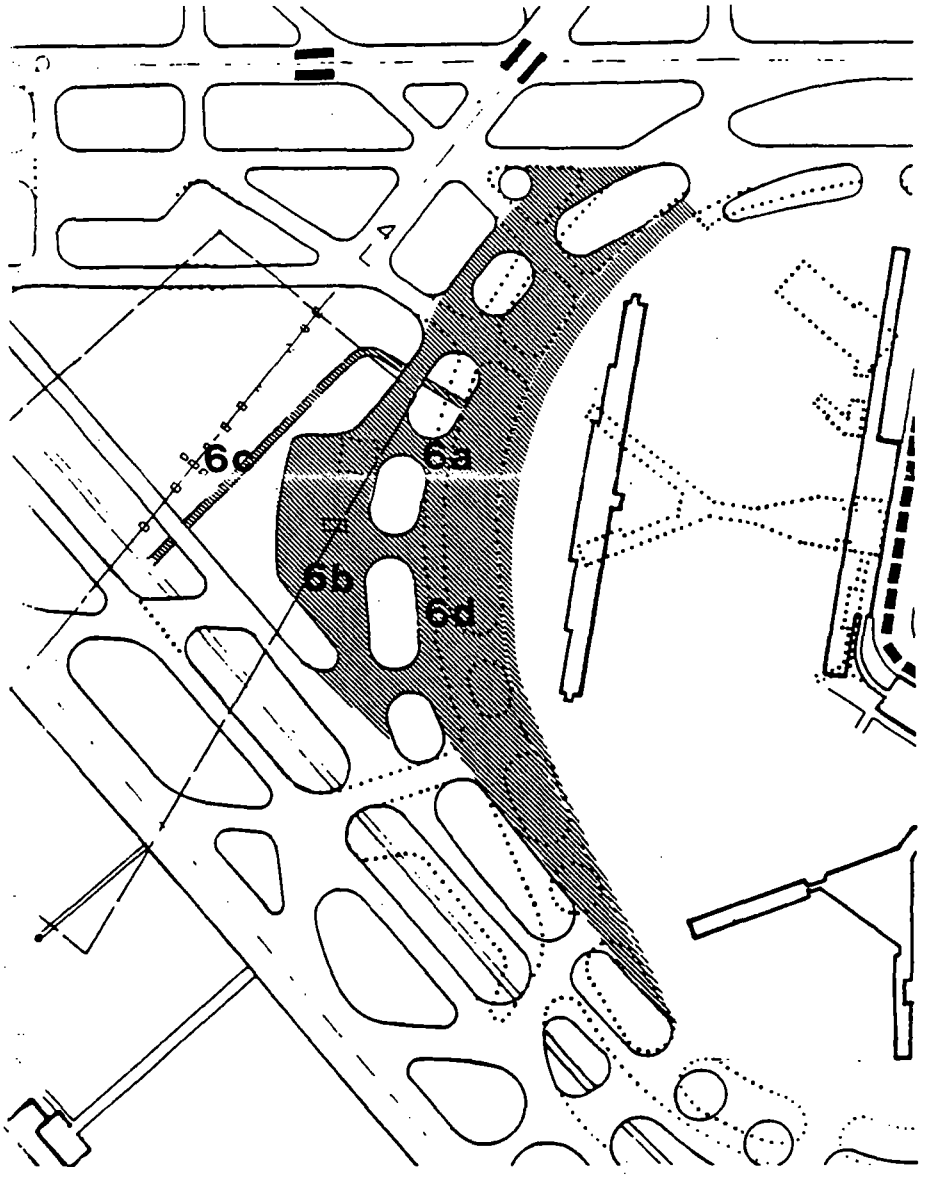
Airline Funded Total: $23,329,944

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	B/C Inner/Outer Taxiway	$16,560,450	9/85	8/86	I
b.	4L Holding Apron	$ 3,354,372	9/85	11/85	II
c.	Service Road	$ 444,690	9/85	10/85	I
d.	Demolition Existing B/C Inner/Outer Taxiway	$ 2,970,432	9/85	3/86	I

Project Scope:

The section of the Inner/Outer Taxiway system is to be relocated from the points of intersection with the 9L/27R Parallel Taxiway to approximately the end of the D Concourse. Existing pavement areas and the Truck Fuel Stand, and Deicing Storage Area are to be demolished. Also included is the development of a new aircraft hold apron off of the Outer Taxiway between the existing New Scenic Taxiway and the intersection of the Outer and new 14R/32L second Parallel Taxiway. A new service road connecting the B/C Apron with the main terminal service road network is also included.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Inner/Outer Taxiway B/C
Relocation

AF-6

AIRPORT DEVELOPMENT PLAN.

Number: AF-7 Date: 1/17/83

Name: Utility Relocations B/C Apron

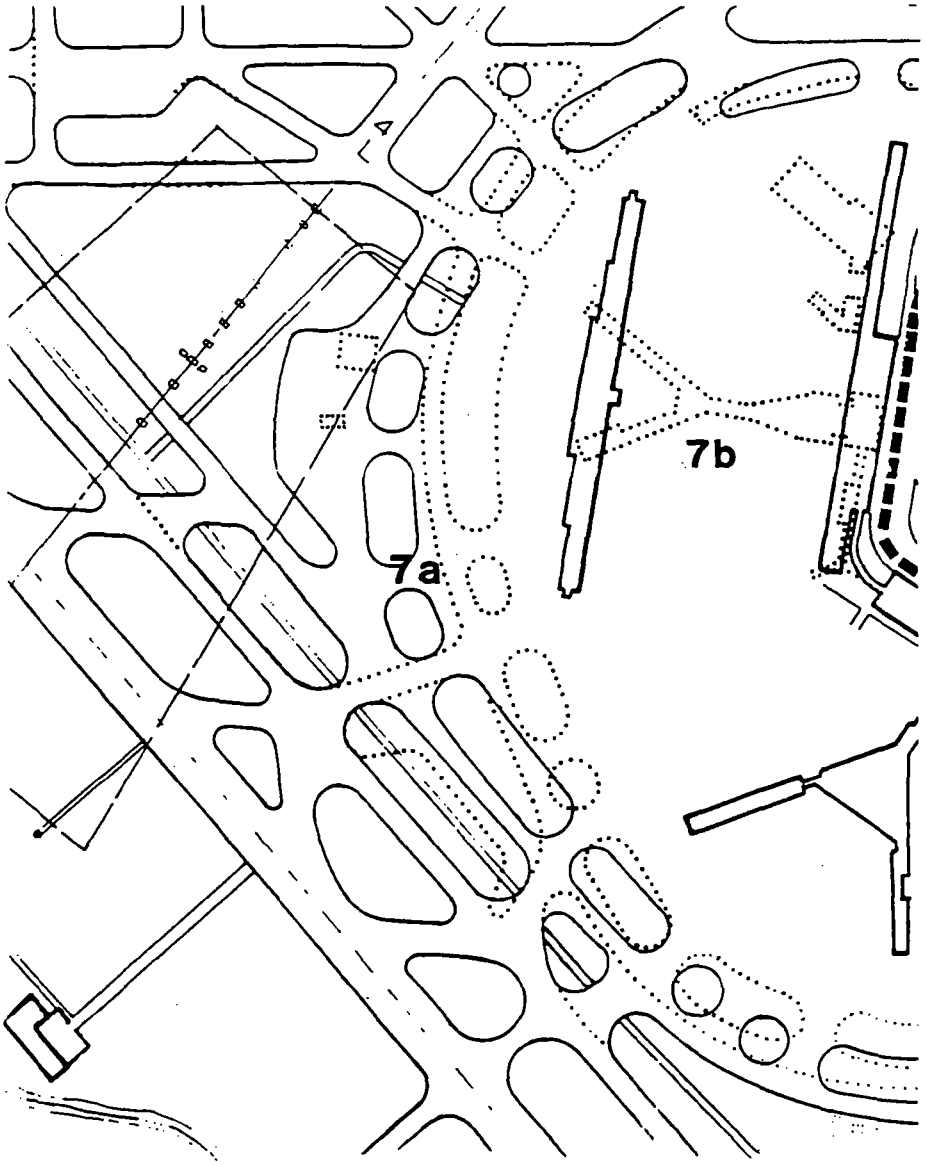
Airline Funded Total: $9,661,373

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Electrical and Telephone Relocation	$7,743,293	9/84 3/88	8/85 4/88	I
b.	Apron Storm Sewer	$1,918,080	9/84	8/85	I

Project Scope:

Airport/Terminal utility systems under the Concourse B/C apron are to be relocated and upgraded. Included are electrical and telephone transmission lines and apron storm sewers including inlets.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Utility Relocations B/C Apron

AF-7

AIRPORT DEVELOPMENT PLAN.

Number: AF-8 Date: 1/17/83

Name: Inner/Outer Taxiway Relocation K/L

Airline Funded Total: $25,451,401

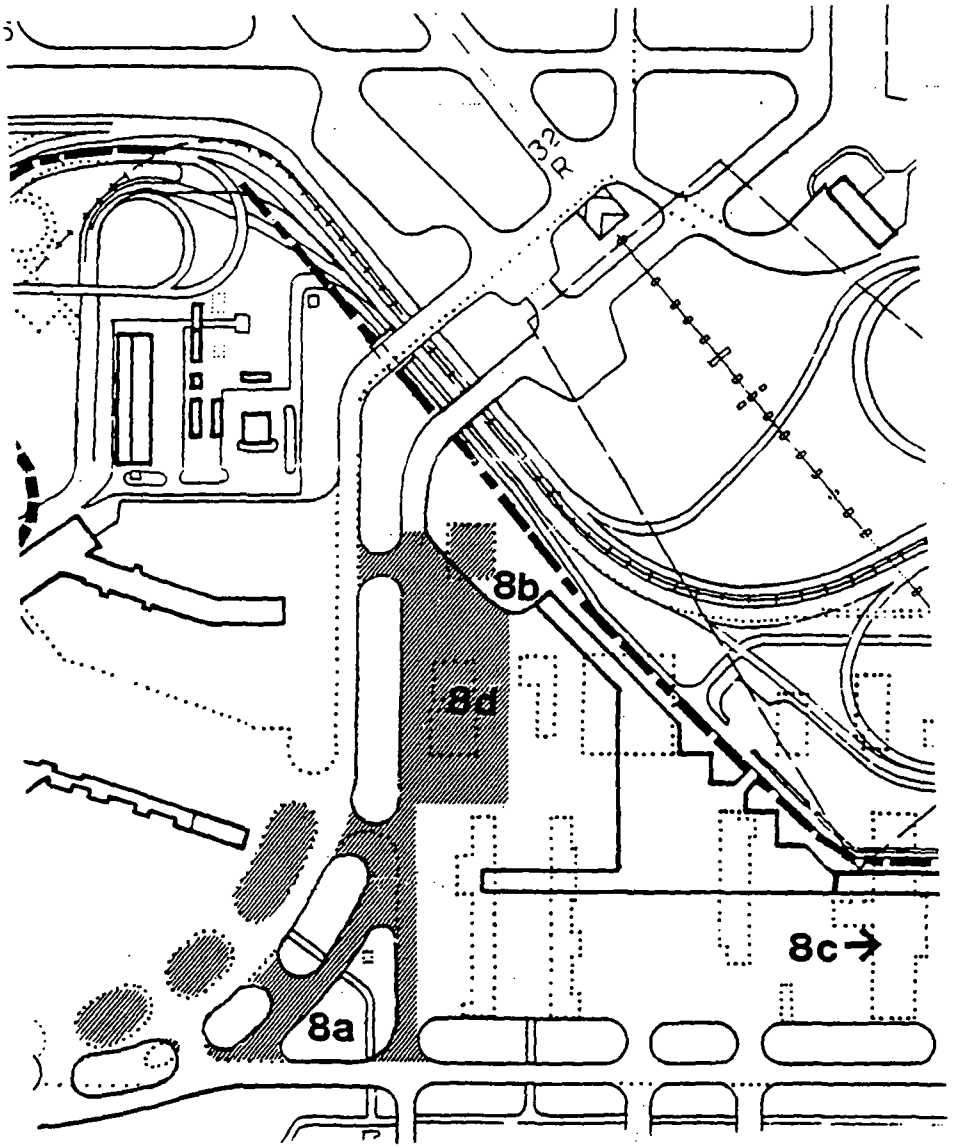
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Inner/Outer Taxiway K/L Includes Demolition of Existing Terminal (Category 2)	$ 9,299,340	8/83	7/84	I
b. Demolition of Flight Kitchens and Airport Maintenance Building (Category 1)	$ 284,377	8/84	10/84	I

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
c.	Site Preparation Southeast Services Area (Category 1)	$12,559,320	8/83	7/84	I
d.	Aircraft Parking Area (Category 2)	$ 3,308,364	9/84	12/84	I

Project Scope:

This project includes the realignment of the Inner/Outer Taxiway adjacent to Concourses K and L. The new geometry will maintain the existing Outer Taxiway as the future Inner Taxiway adjacent to Concourse L, while a new Outer Taxiway is to be constructed to the east of the future Inner Taxiway a distance of 251 feet center line to center line. This relocation necessitates the demolition/reconstruction of the airport maintenance complex, and the Dobbs House and Marriott flight kitchens. The site preparation for the new site for these facilities in the southeast area of the airport is also included. Access to the K and L Concourses for service vehicles is provided with the development of a new service road located on the international terminal apron. Segments of the new Inner/Outer Taxiway Capital Project may be used temporarily for parking of aircraft using the Relocated FIS Facility, so long as the movement of aircraft on such taxiways and into and out of adjacent leased premises is not unreasonably impeded. The construction and use of component AF-8(d) will be given the highest possible priority and construction shall begin at approximately the same time as commencement of demolition of existing Terminal 1 (TA-lc).

AIRPORT DEVELOPMENT PLAN

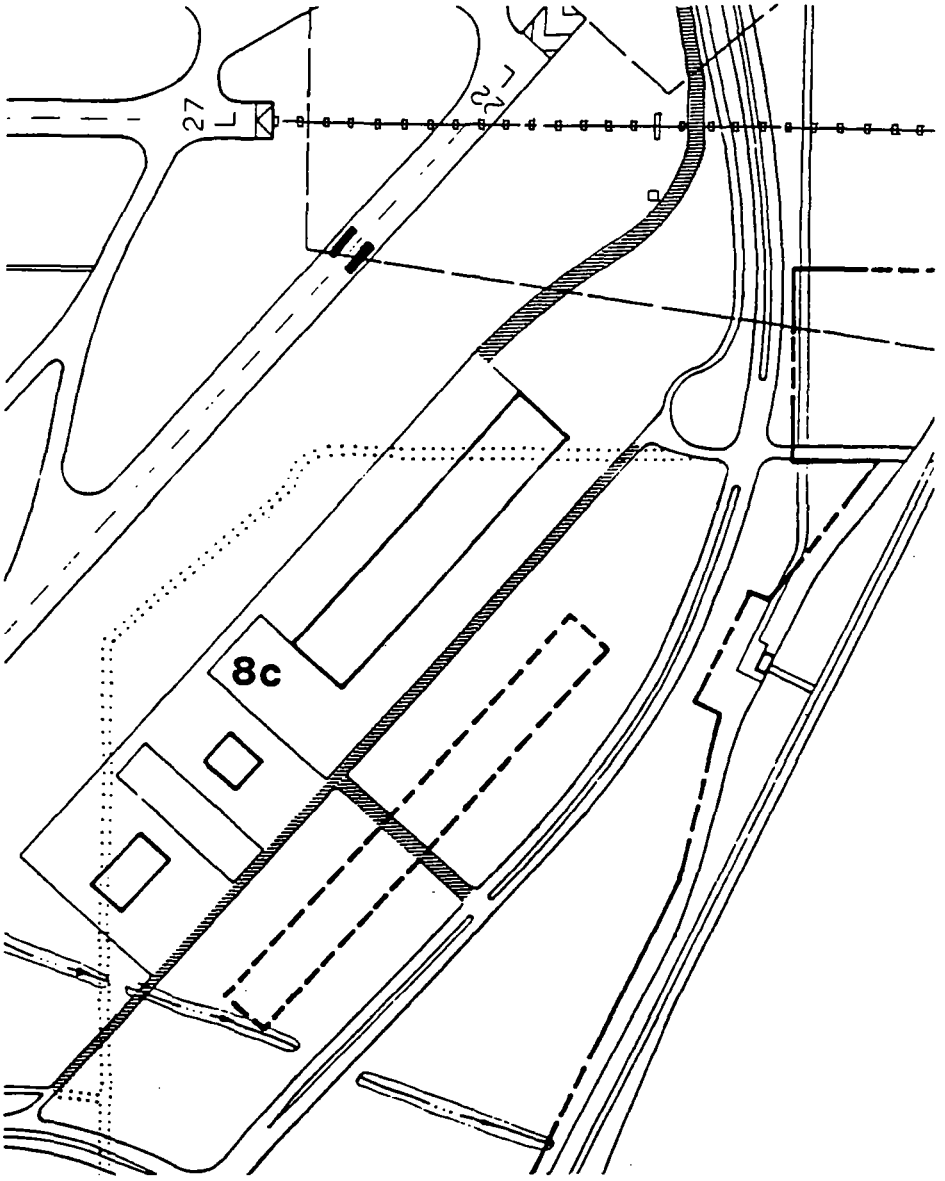


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Inner/Outer Taxiway
K/L Relocation

AF-8.1

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Inner/Outer Taxiway
K/L Relocation

AF-8.2

AIRPORT DEVELOPMENT PLAN.

Number: AF-9 Date: 1/17/83

Name: B/C Apron

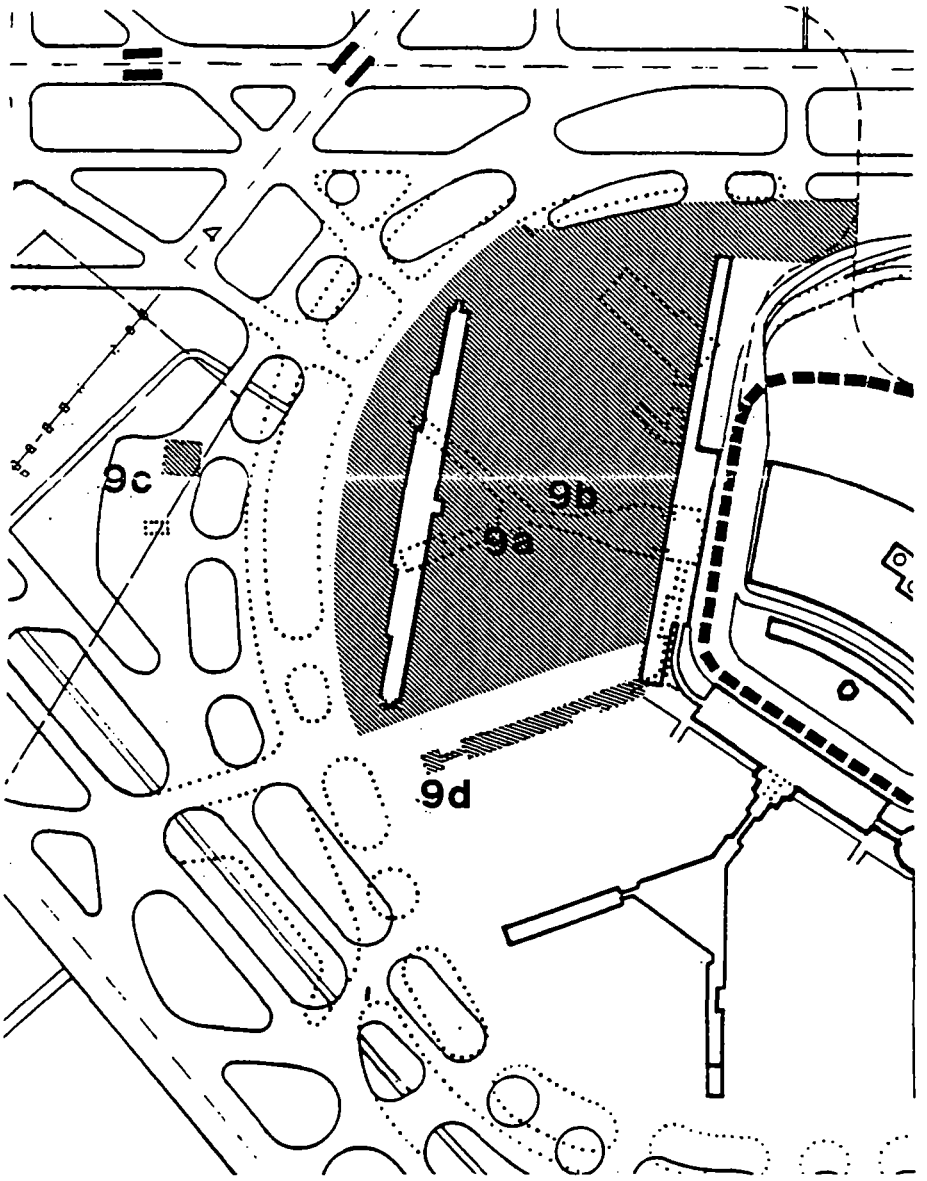
Airline Funded Total: $40,954,086

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	B/C Apron	$27,313,200	4/85	10/86	I
b.	Demolition of Existing B/C Apron	$12,661,920	3/85	4/86	I
c.	Demolition of CFR Station No. 1	$ 39,366	9/85	10/85	I
d.	Concourse D Paving	$ 939,600	4/87	8/87	I

Project Scope:

This project includes the demolition of approximately 244,250 square yards of existing pavement adjacent to the B and C Concourses, as well as the area referred to as the "North Ramp". A total of 252,900 square yards of new pavement will be constructed to replace and expand the B/C Apron area as well as correct sub-grade problems. Also included in this project is the demolition of the Main CFR Station.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

B/C Apron

AF-9

AIRPORT DEVELOPMENT PLAN.

Number: AF-10 Date: 1/17/83

Name: Concourse L Apron

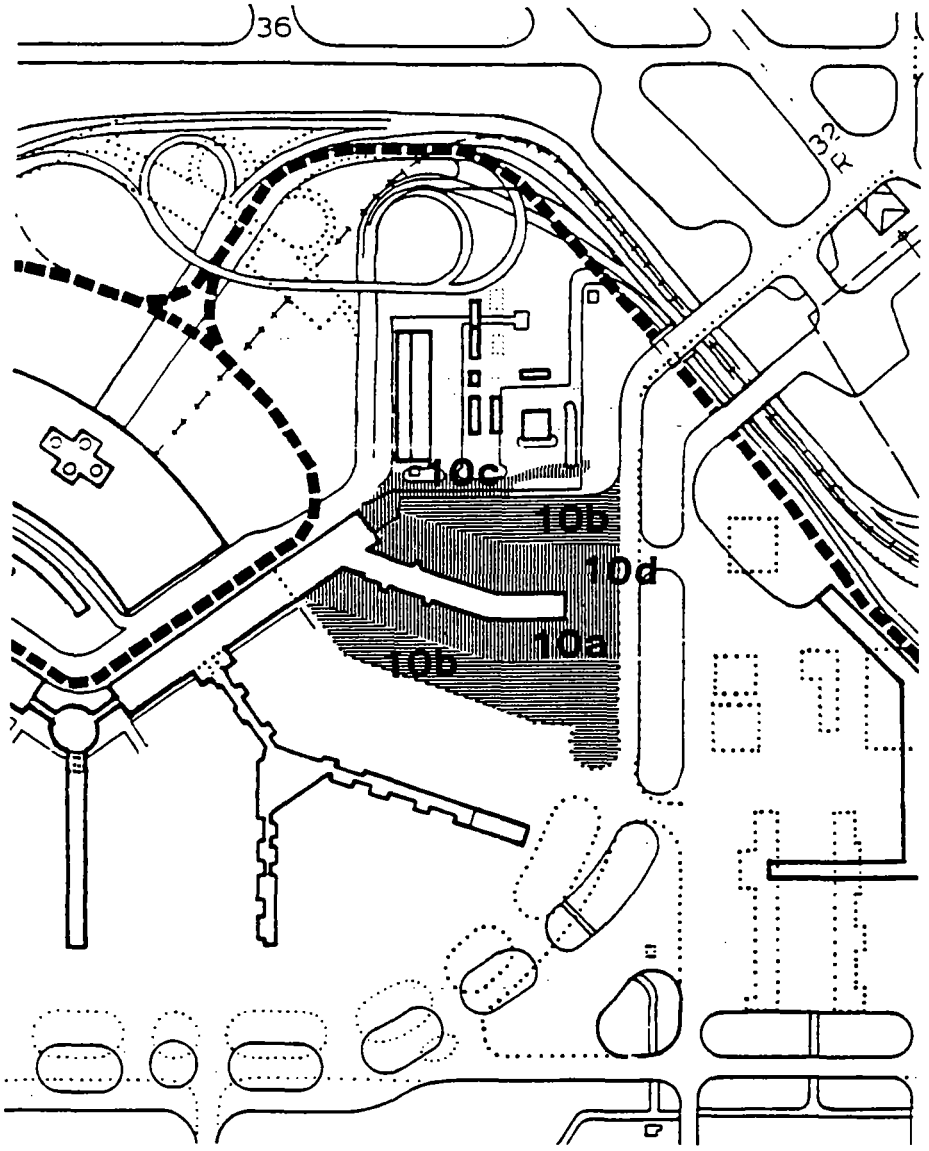
Airline Funded Total: $13,855,330

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Exclusive Aircraft Parking Area	$4,752,279	3/83	9/83	I
b.	Apron Paving For New Taxiways	$4,926,823	3/83	9/83	I
c.	Associated Service Roadway Work	$ 508,276	3/83	7/83	I
d.	Associated Utilities	$3,667,952	3/83	7/83	I

Project Scope:

This project includes the development of approximately 91,000 square yards of new aircraft apron area for Terminal 3A/Concourse L. New pavement will be constructed. The Concourse L apron will tie into the existing apron north of Concourse K and extend to an east/west line to the north defined by the southerly limit of the H and R facilities. The installation and construction of new utility systems and apron/terminal service roads are also included in this project.

AIRPORT DEVELOPMENT PLAN



↑ 12.7.82

Concourse L Apron

AF-10

AIRPORT DEVELOPMENT PLAN.

Number: AF-11 Date: 1/17/83

Name: Cargo Apron Replacement

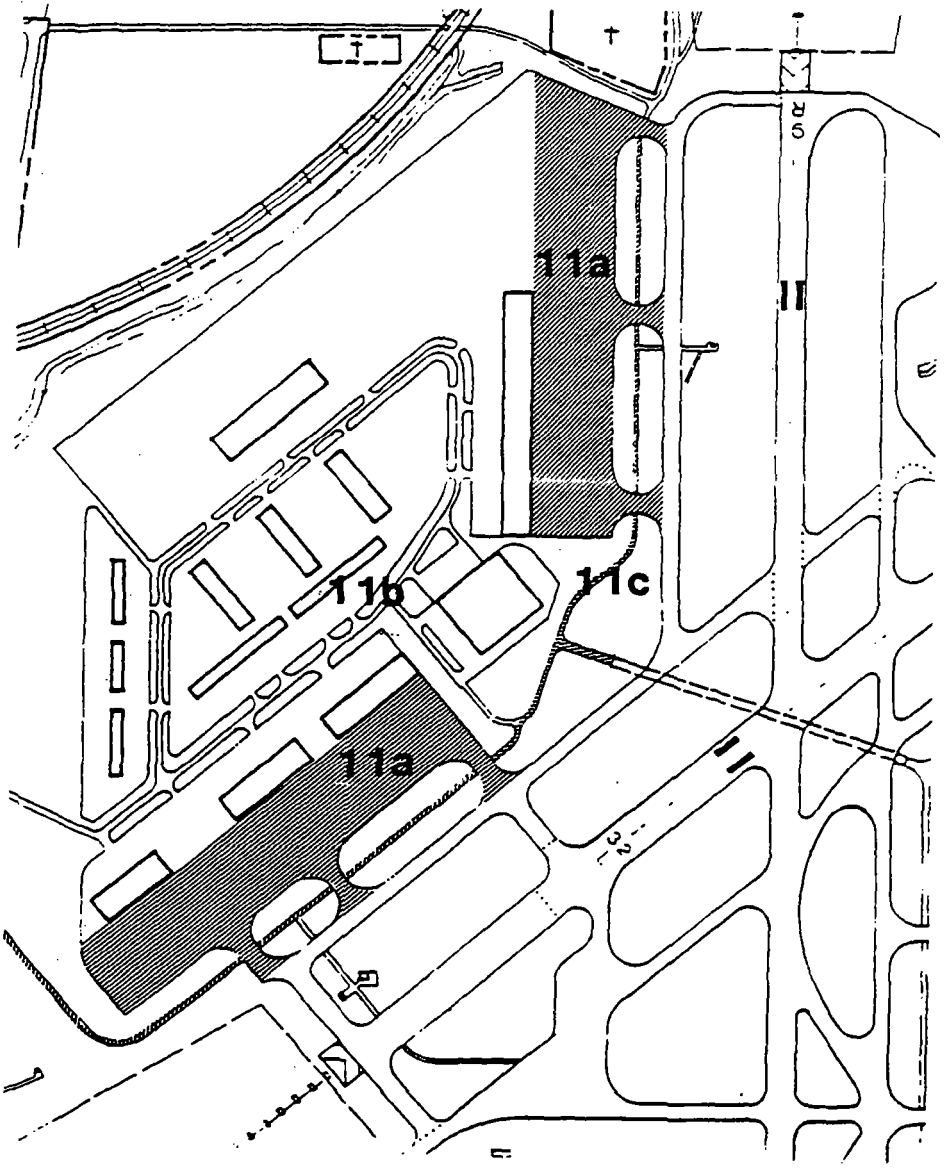
Airline Funded Total: $31,838,400

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Replacement of Cargo Apron	$23,349,600	11/84	10/85	II
b.	Site Preparation	$ 6,512,400	9/84	7/85	II
c.	Service Road at Cargo Apron	$ 1,976,400	9/84	7/85	II

Project Scope:

This project includes the replacement of approximately 216,000 square yards of existing cargo facility apron pavements and related site preparation of the new southeast cargo area. Also included is the development of approximately 6,000 linear feet of new service roadway adjacent to the new apron areas.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

Cargo Apron Replacement

AF-11

AIRPORT DEVELOPMENT PLAN.

Number: AF-12 Date: 1/17/83

Name: International and Commuter Apron

Airline Funded Total: $20,550,024

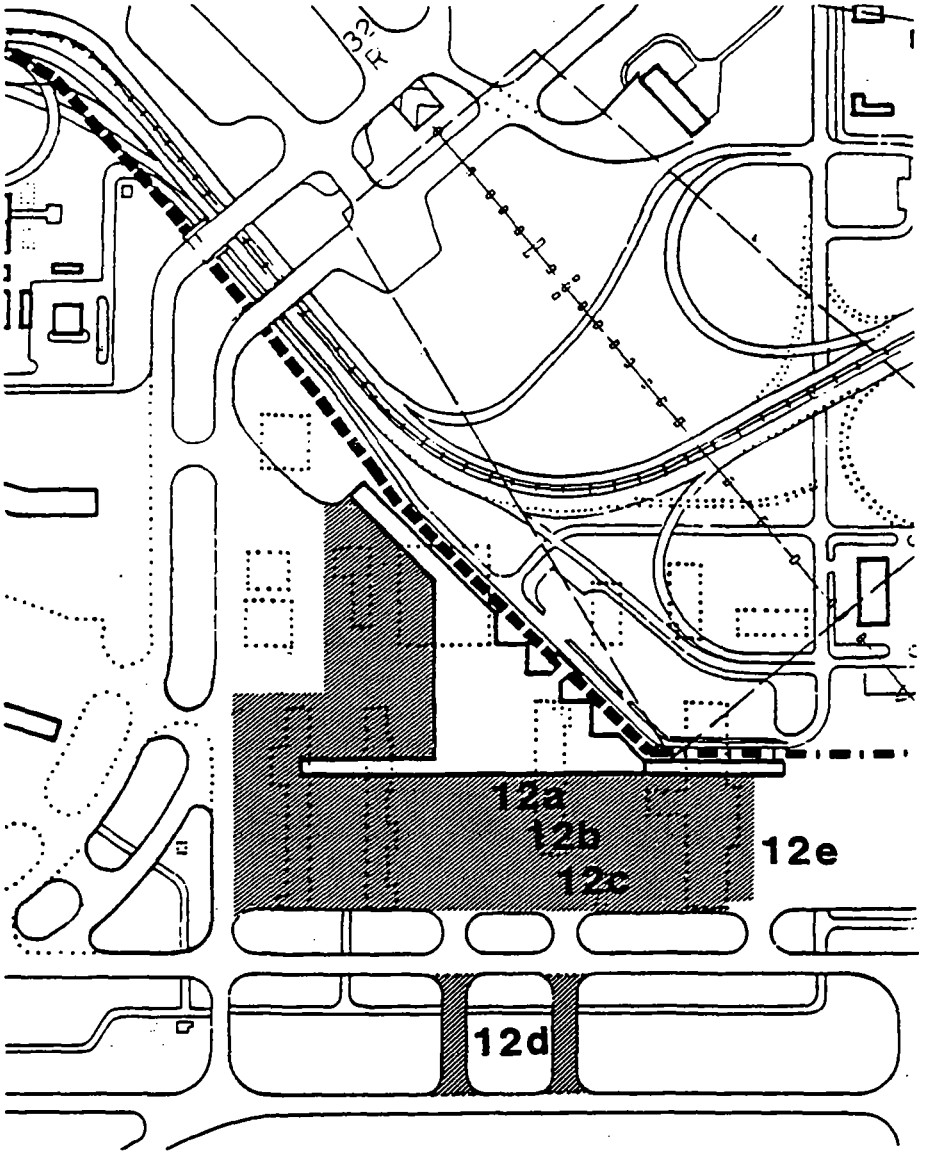
Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	International Apron	$12,243,636	4/86	12/86	II
b.	Demolition of Existing Cargo Apron	$ 4,701,888	4/86	10/86	II
c.	Demolition of Parking Pavement at Existing Cargo Area	$ 216,000	4/86	10/86	II

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
d.	International Apron Connectors	$ 1,566,000	4/86	7/86	II
e.	Commuter Apron	$ 1,822,500	6/86	7/86	II

Project Scope:

This project includes the construction of a 151,156 square yard aircraft apron for the new international terminal building, the initial segment will be utilized for parking aircraft using the Relocated FIS Facility. Demolition of 90,700 square yards of existing aircraft apron serving Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2 and the Flying Tiger Cargo Building is included along with the demolition and removal of approximately 100,000 square yards of truck and automobile parking areas. The proposed apron is large enough to provide aircraft parking for ten B-747 and four DC-10 type aircraft as well as apron taxiway with clearances for B-747 aircraft. This project also includes 22,500 square yards of Commuter Apron.

AIRPORT DEVELOPMENT PLAN



↑ 12.7.82

International Apron

AF-12

AIRPORT DEVELOPMENT PLAN.

Number: AF-13 Date: 1/17/83

Name: Military Site Acquisition

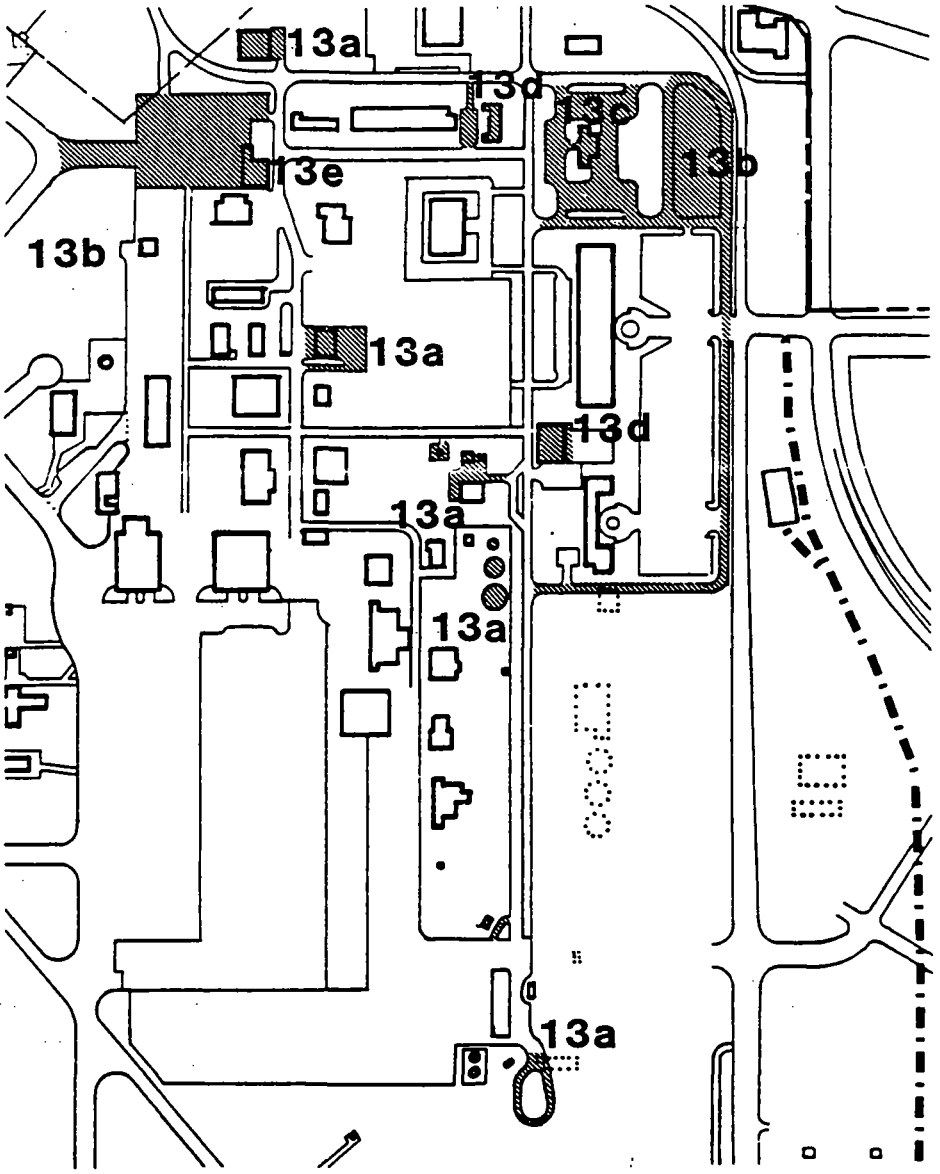
Airline Funded Total: $16,072,679

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Miscellaneous Utilities	$6,494,558	9/84	8/85	II
b.	Miscellaneous Support Facilities	$ 697,194	9/84	8/85	II
c.	Officers Club	$4,384,908	9/84	8/85	II
d.	Visiting Officers Quarters	$1,409,411	9/84	8/85	II
e.	Aerial Port Storage	$3,086,608	9/84	8/85	II

Project Scope:

This project includes the costs to acquire land from the U. S. Air Force. Included are the demolition, relocation and replacement costs for existing U.S.A.F. facilities located on the parcels of land to be acquired by the City of Chicago.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Military Site Acquisition

AF-13

AIRPORT DEVELOPMENT PLAN.

Number: AF-14 Date: 1/17/83

Name: Replacement CFR Station No. 1

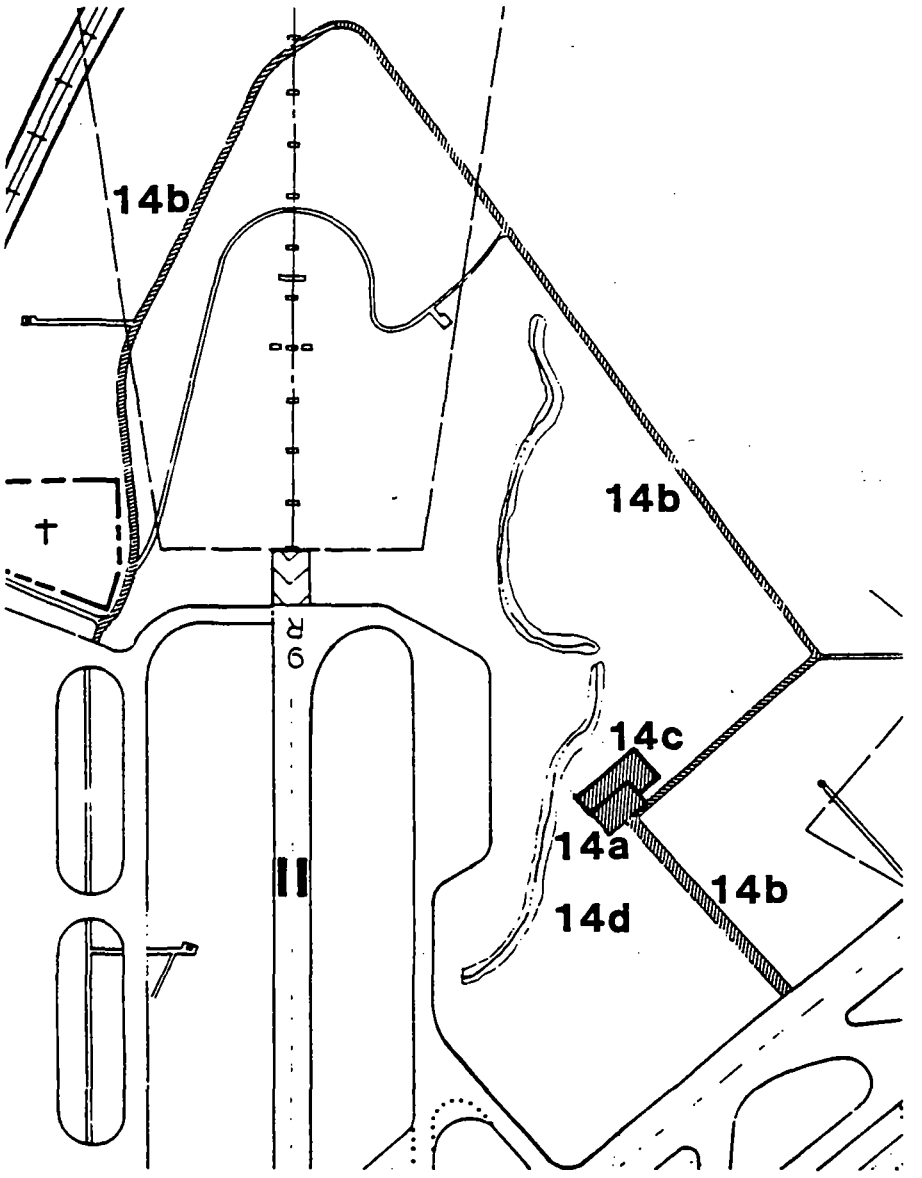
Airline Funded Total: $8,565,480

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Replacement of CFR Station	$1,377,810	9/84	8/85	I
b.	Service Roads to CFR Station	$2,009,340	9/84	8/85	I
c.	Truck Apron at CFR Station	$ 264,330	5/85	6/85	I
d.	Utility Services	$4,914,000	4/85	12/85	I

Project Scope:

A new 18,225 square foot CFR Station is to be constructed along with related service roads, parking aprons and utility service. This new CFR facility is to be located west of Runway 14R/32L and north of Runway End 9R. The truck apron development includes 4,450 square yards of new pavement for employee parking and building access for the fire trucks. Service road development includes approximately 6,100 linear feet of roadway to provide access to the facility from the new cargo area.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

Replacement Of CFR Sta. #1

AF-14

AIRPORT DEVELOPMENT PLAN.

Number: AF-15 Date: 1/17/83

Name: Airport Maintenance Complex
(Category 1)

Airline Funded Total: $17,100,077

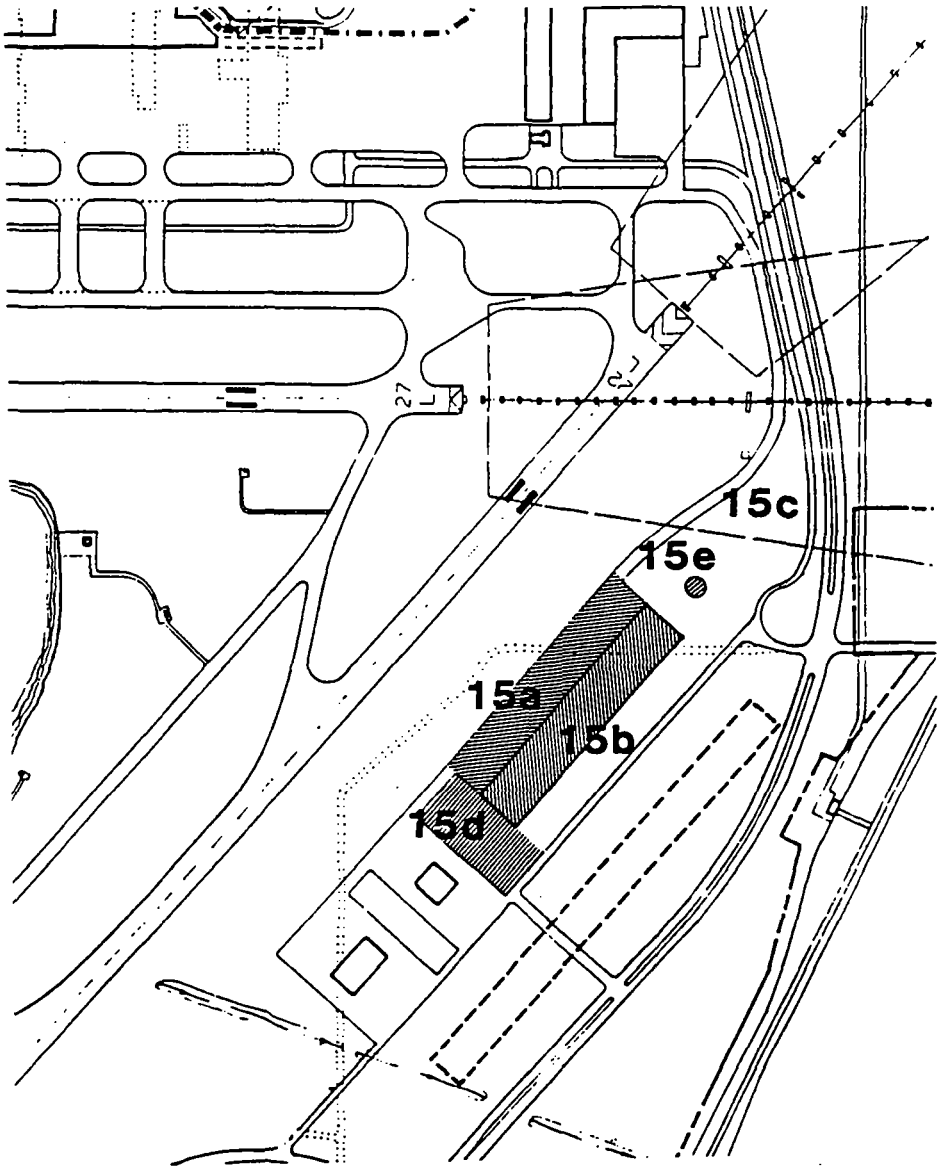
Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Truck Apron	$1,386,990	5/84	7/84	I
b.	Maintenance Facility	$7,020,000	9/83	8/84	I
	Snow Removal Facility	$7,020,000	9/83	8/84	I
c.	Electrical Distribution	$1,080,000	9/83	6/84	I

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
d.	Employee Parking	$ 485,087	5/84	6/84	I
e.	Salt Storage	$ 108,000	4/84	6/84	I

Project Scope:

Development of the southeast area of the airport is proposed for the construction of the new airport maintenance and snow removal vehicle facility and other airport/related service facilities. Included in this project is the development of a replacement facility for the existing airport maintenance building as well as truck aprons, employee parking areas, and a new salt storage facility. Electrical utility systems necessary to support the proposed development are also included. The project does not include $6,000,000 in committed ADAP funds for the construction of a snow removal facility.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Southeast Services Area

AF–15

AIRPORT DEVELOPMENT PLAN.

Number: AF-16 Date: 1/17/83

Name: General Aviation Apron

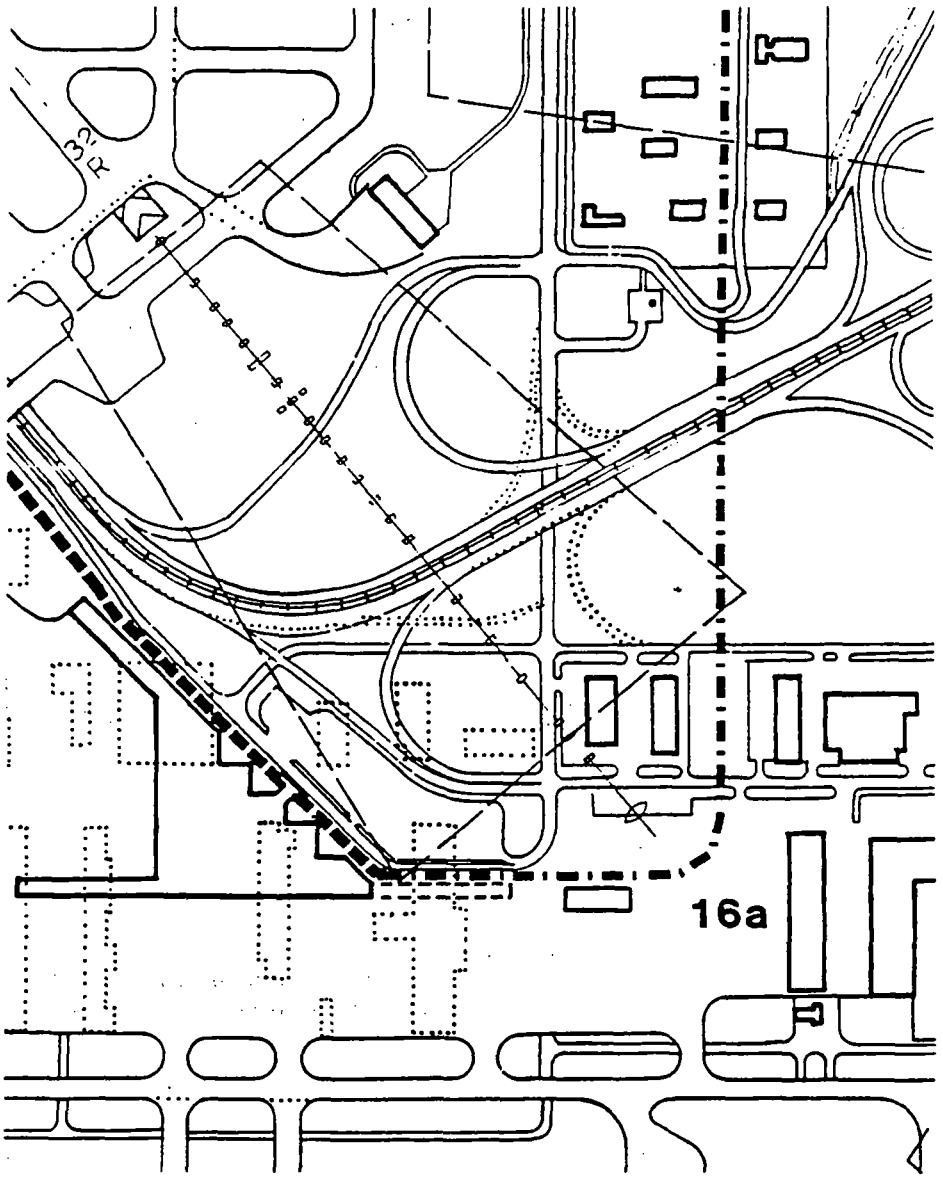
Airline Funded Total: $0

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Hangar/Support Facility	$0	4/86	6/86	---

Project Scope:

This is a non-funding item. The existing TWA and portion of the United Airlines cargo apron are to be reused for general aviation aircraft. General aviation related buildings are not a part of the project, as it is anticipated that private funds will be utilized to replace existing facilities.

AIRPORT DEVELOPMENT PLAN



General Aviation Apron

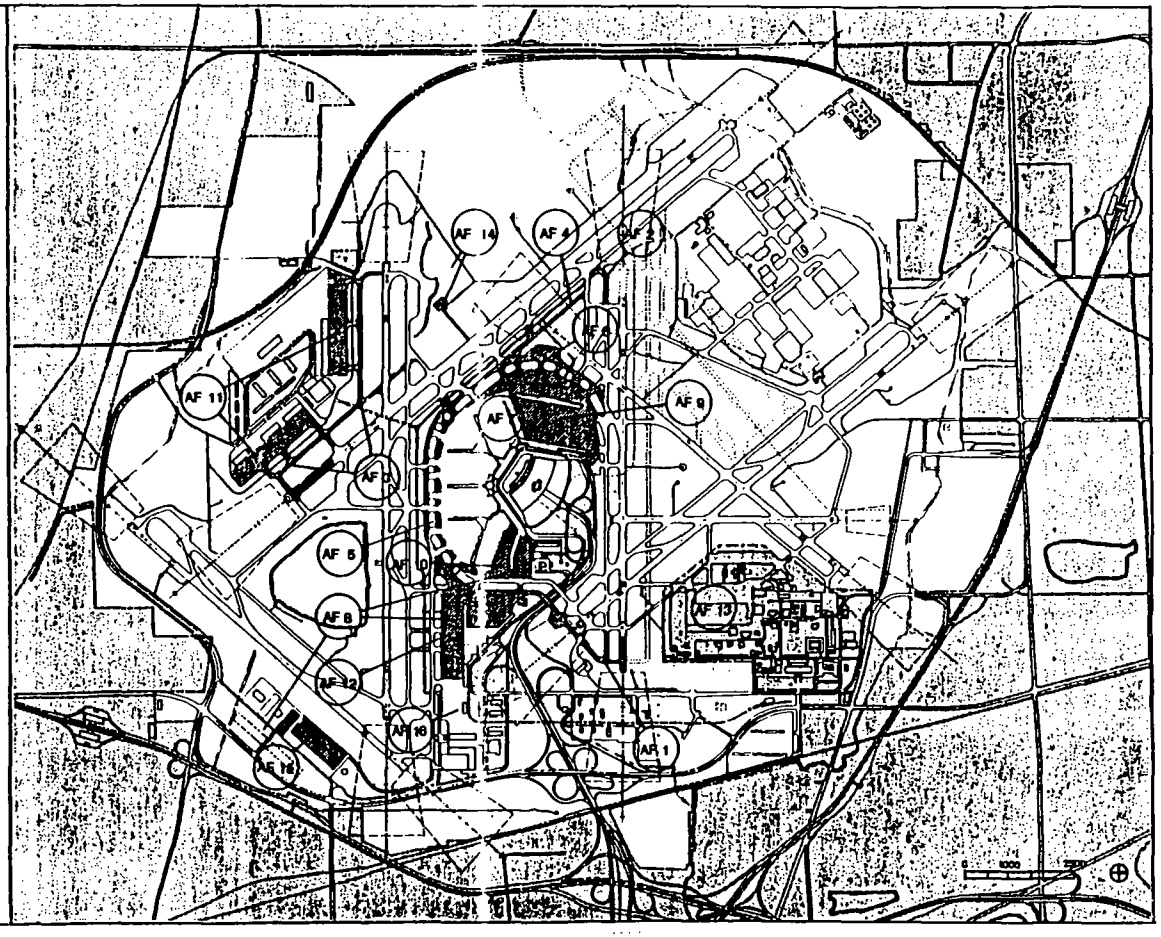
AF-16

TERMINAL AREA CRC (TA)

12.7.82

AIRFIELD CRC CAPITAL PROJECTS

- AF-1. Extension Runway 27R
- AF-2. Extension Runway/Taxiway 9L
- AF-3. 32L/R Parallel Taxiways
- AF-4. 14R/32L Parallel Taxiways
- AF-5. Inner/Outer Taxiway F thru H Relocation
- AF-6. Inner/Outer Taxiway B/C Relocation
- AF-7. Utility Relocations B/C Apron
- AF-8. Inner/Outer Taxiway K/L Relocation
- AF-9. B/C Apron
- AF-10. Concourse L Apron
- AF-11. Cargo Apron Replacement
- AF-12. International and Commuter Apron
- AF-13. Military Site Acquisition
- AF-14. Replacement CFR Station #1
- AF-15. Airport Maintenance Complex
- AF-16. General Aviation Apron



CHICAGO O'HARE INTERNATIONAL AIRPORT

City of Chicago Jane M. Byrne Mayor Thomas Kopatich Commissioner of Aviation Jerome R. Butler Commissioner of Public Works

O'HARE ASSOCIATES Landrum & Brown Aviation Consultants

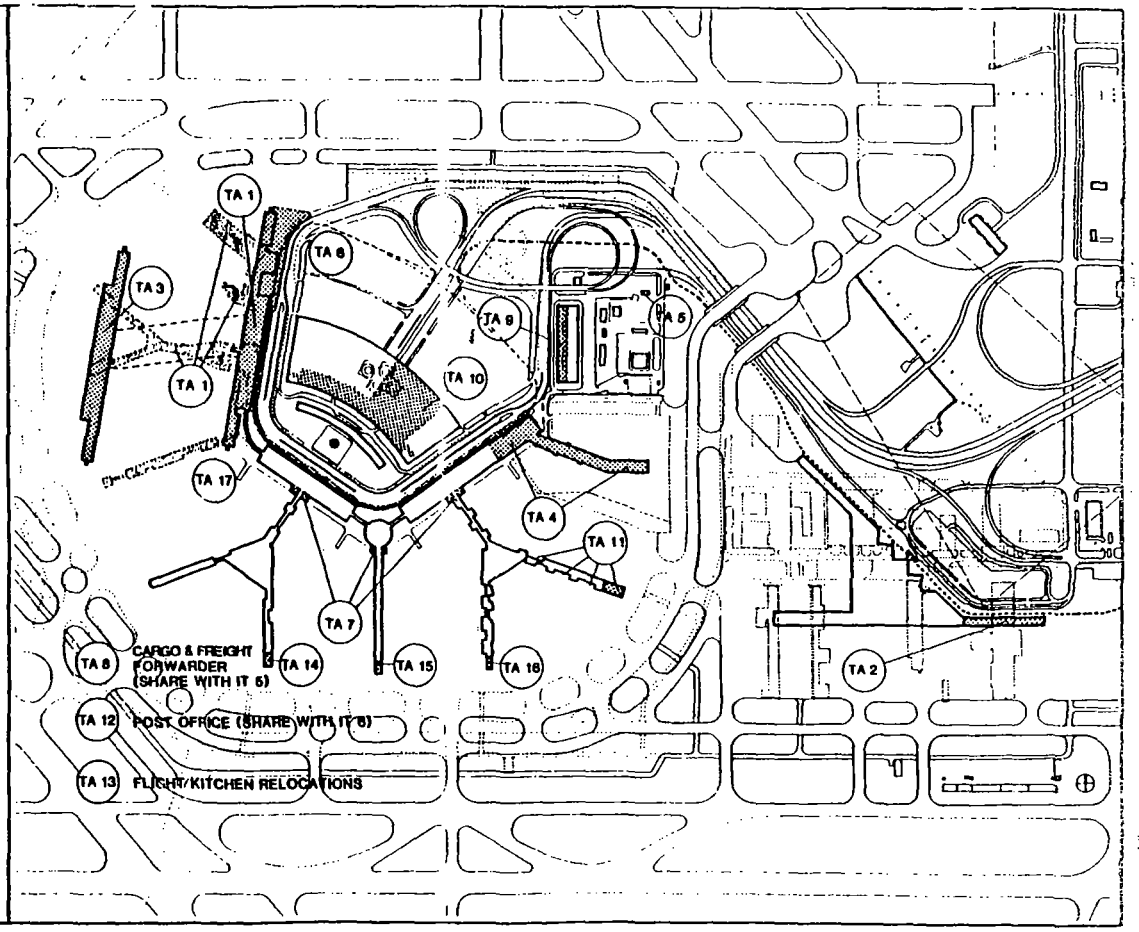
AIRPORT DEVELOPMENT PLAN
AIRFIELD COST REVENUE CENTER

EXHIBIT B 1A

12.7.82

TERMINAL AREA CBC CAPITAL PROJECTS

- TA-1. Terminal 1
- TA-2. Commuter Terminal
- TA-3. U/C Satellite
- TA-4. Terminal 3A/Concourse L
- TA-5. Electrical Relocation
- TA-6. Utilities at Central Terminal Area
- TA-7. Terminal 2/3 Additions
- TA-8. Cargo, and Freight Forwarder Relocations (Share with IT-5)
- TA-9. H&H Plant Expansion (Share with IT-4)
- TA-10. Relocated FIS Facility
- TA-11. Extension and Improvement Concourse K
- TA-12. Post Office (Share with IT-6)
- TA-13. Flight Kitchen Relocations
- TA-14. Extension and Improvement of Concourse F
- TA-15. Extension and Improvement of Concourse G
- TA-16. Extension and Improvement of Concourse H
- TA-17. Inter-Line Baggage Improvements



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Kappel Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES Engineering Consultant
LANDRUM & BROWN Aviation Consultant

AIRPORT DEVELOPMENT PLAN
TERMINAL AREA COST REVENUE CENTER

EXHIBIT B 1B

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL AREA CRC CAPITAL PROJECTS					
TA-1.	Terminal 1			$67,166,438	$67,166,438
TA-2.	Commuter Terminal Interim Commuter				$4,387,999
TA-3.	B/C Satellite			$82,916,211	$82,916,211
TA-4.	Terminal 3A/ Concourse L			$32,667,346	$32,667,346
TA-5.	Electrical Relocation			$11,376,000	$11,376,000
TA-6.	Utilities at Central Terminal Area				$4,212,000
TA-7.	Terminal 2/3 Additions				$7,562,074
	TA-7a Security Additions Concourses E/F, G & H/K		$2,799,360		
TA-8.	Cargo, and Freight Forwarder Relocations (Share with IT-5)				$44,083,133
TA-9.	H&R Plant Expansion (Share with IT-4)				$20,703,583
	TA-9c 4000 Ton Chiller	$2,293,920		$2,293,920	
TA-10.	Relocated FIS Facility	$16,666,560		$16,666,560	$16,666,560
TA-11.	Extension and Improvement Concourse K			$3,240,000	$3,240,000
TA-12.	Post Office (Share with IT-6)				$1,707,573
TA-13.	Flight Kitchen Relocations				$0
TA-14.	Extension and Improvement of Concourse F			$1,620,000	1,620,000

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	FUNDING CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL AREA CRC CAPITAL PROJECTS (Con't)					
TA-15.	Extension & Improvement of Concourse G			$1,620,000	$1,620,000
TA-16.	Extension & Improvement of Concourse H			$1,620,000	$1,620,000
TA-17.	Inter-Line Baggage Improvements				$0
	TOTALS	$18,960,480	$2,799,360	$218,892,556	$301,548,418

AIRPORT DEVELOPMENT PLAN.

Number: TA-1 Date: 1/17/83

Name: Terminal 1

Airline Funded Total: $67,166,438

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Terminal No. 1	$58,192,290	9/84	2/87	I
b.	*Canopy Terminal* No. 1	$ 5,400,000	10/87	6/88	I
c.	Demolition of Terminal No. 1, etc.	$ 849,524	49/84	12/84*	I

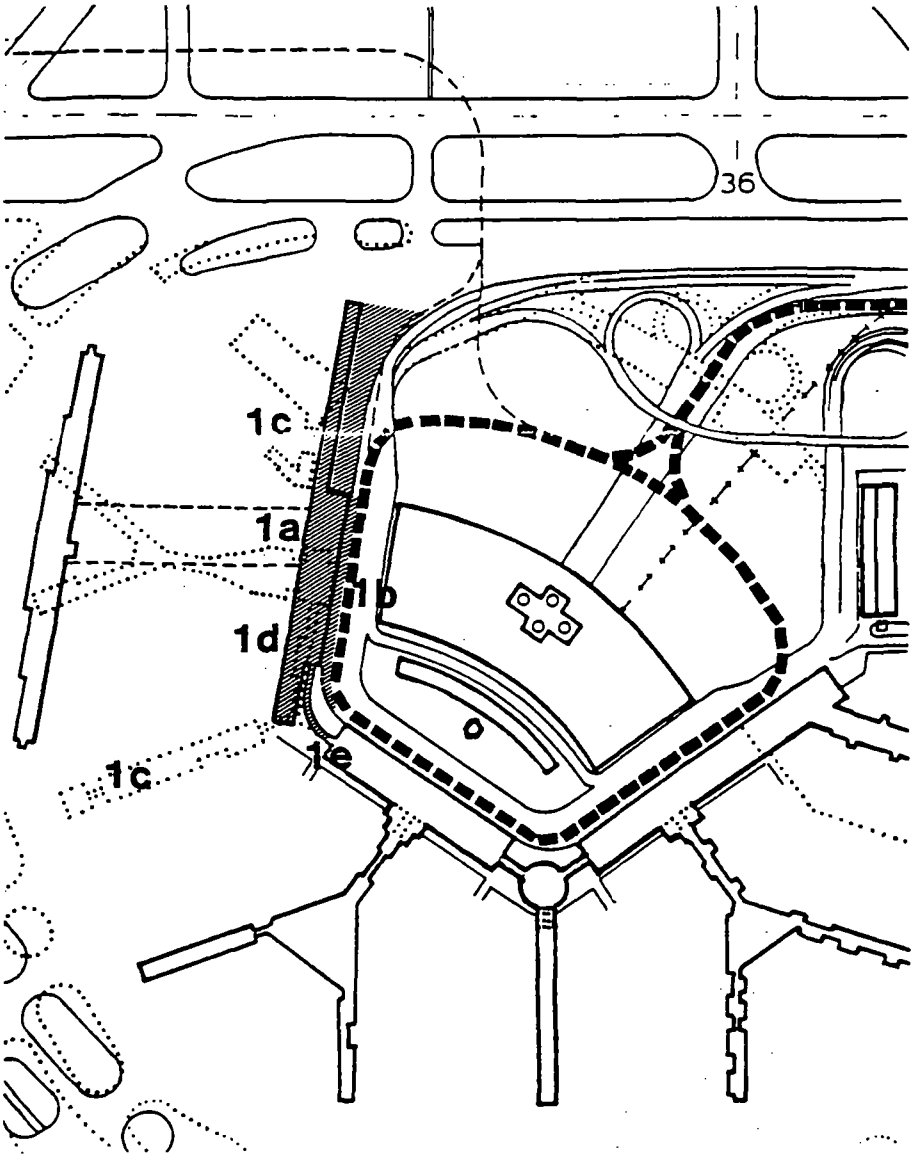
* The demolition of Concourse D will not commence before the last date on which any of the Airline Parties having Phase I Exclusive Use Premises in Concourse D must surrender such Phase I Premises pursuant to the provisions of Section 4.03 of the Airport Use Agreement.

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
d.	Utilities Terminal No. 1	$ 910,224	7/85	1/86	I
e.	Terminal 1/2 Connector	$1,814,400	10/87	6/88	I

Project Scope:

The project includes the construction of approximately 367,170 square feet of enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) for Terminal Building No. 1. Not less than 58% of the combined total enclosed space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for approximately 2,480 linear feet of aircraft gate frontage which, in combination with the linear feet on TA-3 (B/C Satellite) will total 6,370 linear feet average clear height of any interior public spaces shall not exceed a maximum of 25 feet 7 inches. Also included in this project is the demolition of 393,298 square feet of existing buildings, including the International Terminal, Commuter Terminal, General Aviation Terminal and Hangars, and Concourse D.

AIRPORT DEVELOPMENT PLAN



↑ 12.7.82

Terminal 1

TA-1

AIRPORT DEVELOPMENT PLAN.

Number: TA-2 Date: 1/17/83

Name: Commuter Terminal

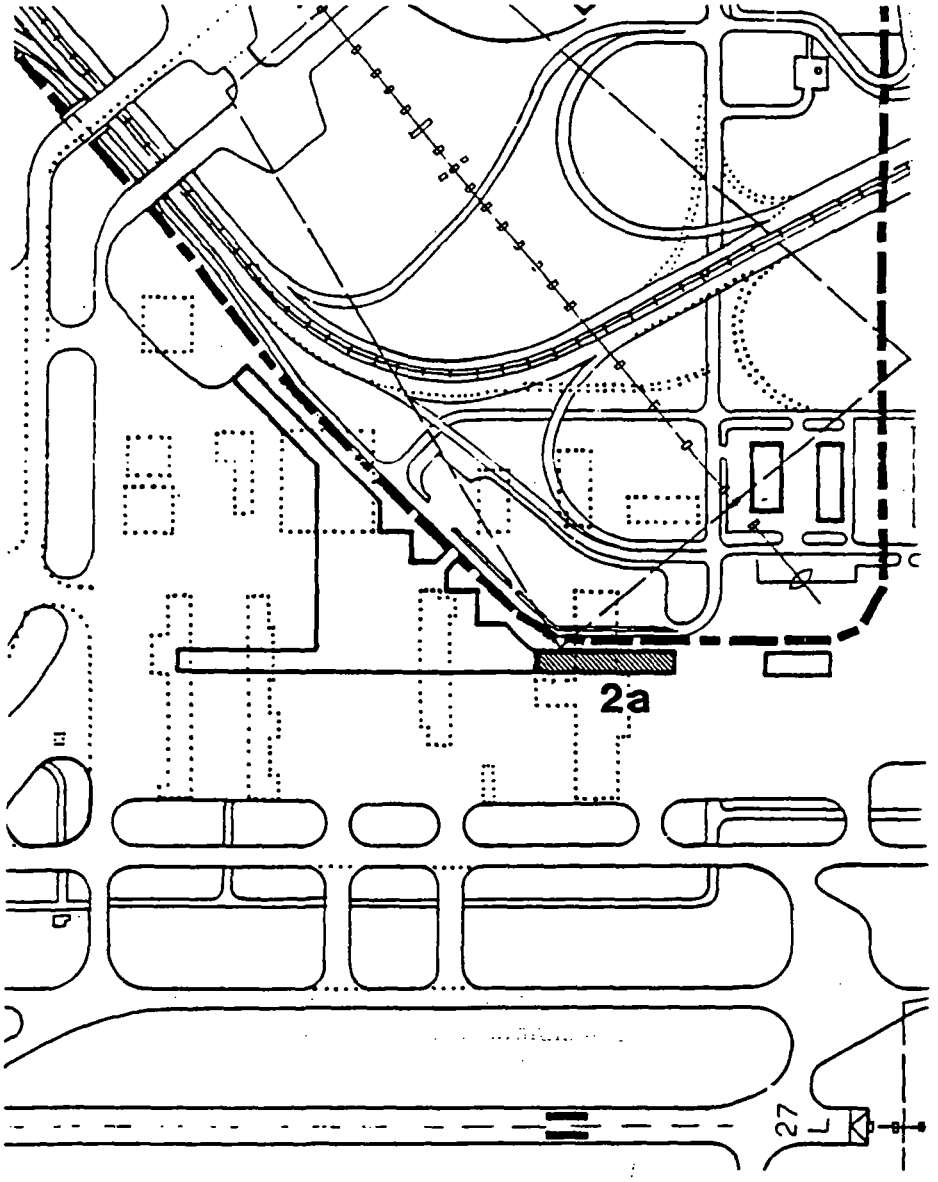
Airline Funded Total: $4,387,999

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Commuter Terminal	$3,888,000	9/85	8/86	II
b.	Interim Commuter	$ 499,999	9/84	12/84	II

Project Scope:

Included is the development of a commuter airline concourse that provides approximately 1,160 linear feet of aircraft parking frontage with some double parking areas. The concourse will contain a total of 30,000 square feet of building space for passenger hold areas, corridors and other public spaces. An interim facility for the commuter operation is included in this project.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Commuter Terminal

TA-2

AIRPORT DEVELOPMENT PLAN.

Number: TA-3 Date: 1/17/83

Name: B/C Satellite

Airline Funded Total: $82,916,211

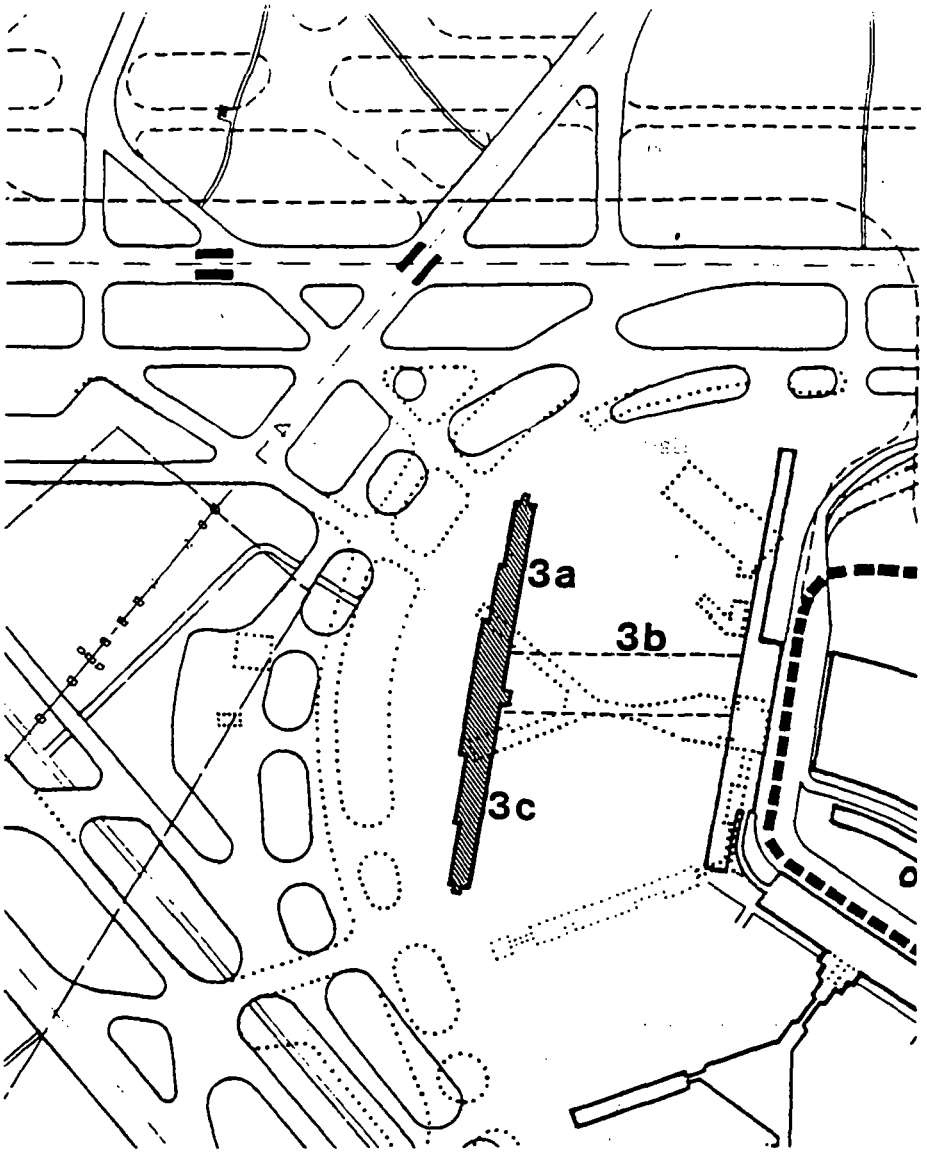
Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	B/C Satellite	$47,570,269	10/84 10/87	2/87 6/88	I
b.	Pedestrian Tunnel/ Outbound Baggage	$31,381,020	10/84	9/85	I

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
c.	Branch Utility Tunnel and Piping	$ 4,479,300	10/84 10/87	9/85 2/88	I

Project Scope:

This project includes the construction of approximately 237,300 square feet of enclosed satellite concourse building space (excluding utility/mechanical space in the penthouse and basement levels) and 264,150 square feet of building space for underground pedestrian tunnel and an underground outbound baggage facility, for a total of 501,450 square feet of enclosed building space. Not less than 58% of the combined total enclosed building space (excluding utility/mechanical space in the penthouse and basement levels) of Projects TA-1(a), TA-3(a) and TA-3(b) will be Airline Exclusive Use Premises. This project provides for not less than 3,890 linear feet of aircraft gate frontage which, in combination with the linear feet of aircraft gate frontage on TA-1, will total 6,370 linear feet. Also included in this project is the construction of a branch utility tunnel and piping for H.V.A.C. systems. Average clear height of any interior public spaces shall not exceed a maximum of 25 feet 7 inches.

AIRPORT DEVELOPMENT PLAN



B/C Satellite

TA-3

AIRPORT DEVELOPMENT PLAN.

Number: TA-4 Date: 1/17/83

Name: Terminal 3A/Concourse L

Airline Funded Total: $32,667,346

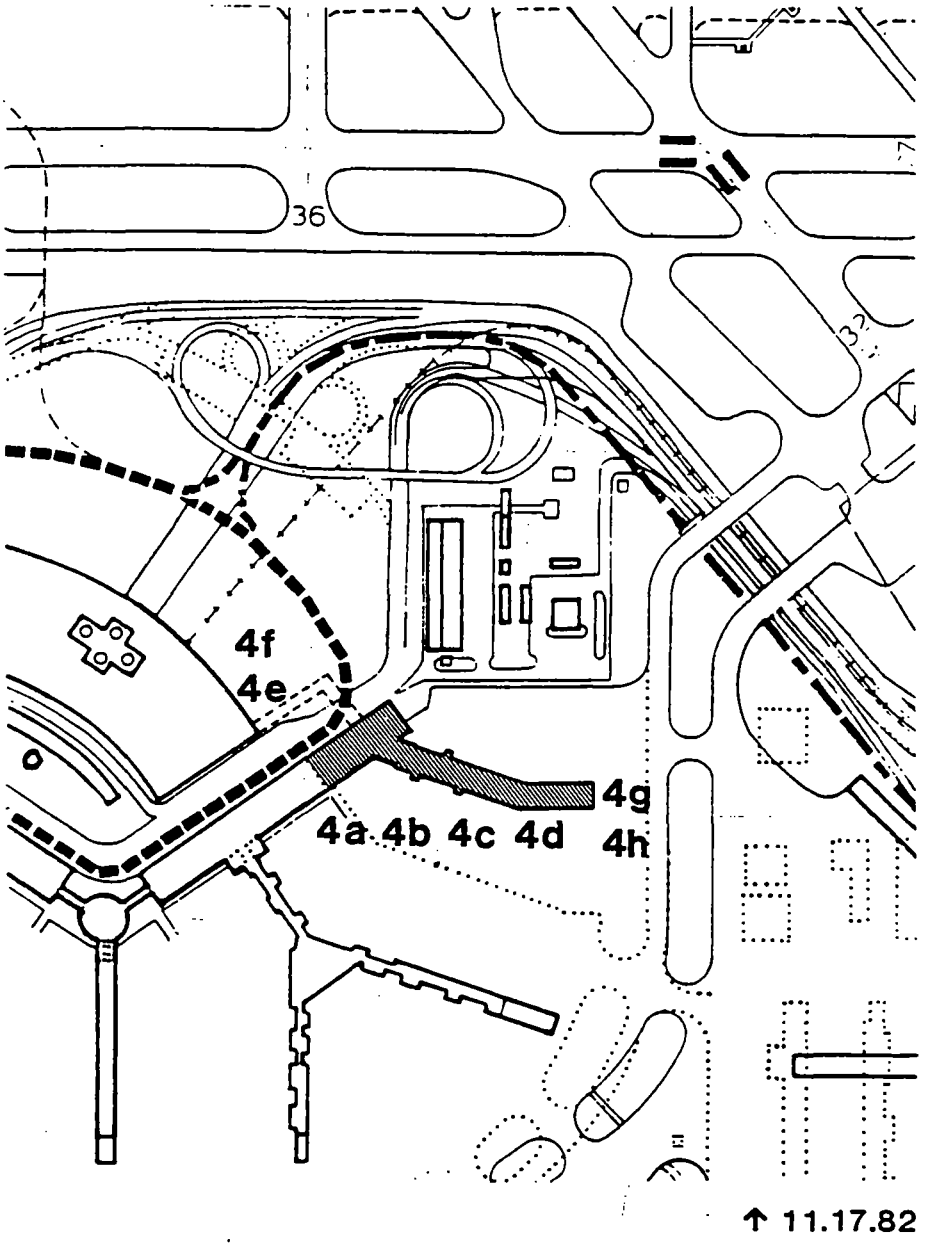
Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Terminal 3A/Concourse L Exclusive Use Premises	See Below	9/82	9/84	I
b. Terminal 3A/Concourse L Public Use Premises	$26,086,652	9/82	9/84	I
c. Branch Utility Tunnel	$858,044	9/82	11/82	I
d. Associated Utilities	$578,996	3/83	9/83	I

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
e.	Utility Tunnel to Parking Garage	$2,046,004	3/83	6/83	I
f.	Pedestrian Tunnel Shell to Parking Garage	$2,257,292	3/83	6/83	I
g.	Furnishings, Landscaping and Signage	$311,881	5/84	9/84	I
h.	Additional Support for DGT/40-foot Bay Expansion	$528,477	9/82	3/83	I

Project Scope:

An extension of Terminal 3 is proposed in addition to a new L Concourse. Terminal 3A will provide a building area of 156,900 square feet and connect to Terminal 3 on both the upper and lower levels and be of a design and architectural quality consistent with the interior and exterior of Terminal 3. Concourse L will also be constructed and provide 1,890 linear feet of aircraft gate frontage and approximately 170,700 square feet of building space. Not less than 55% of the combined total building space (excluding utility/mechanical space in the penthouse and basement levels) of project TA-4 will be airline Exclusive Use Premises. Development also includes expansion of the H&R Tunnel and utility systems, consistent with those of existing terminals and concourses. The estimated cost of the design, construction and equipping of project Component TA-4(a) is $28,242,993 funded through the issuance of Special Facility Revenue Bonds pursuant to the Special Facility Use Agreement, dated as of August 1, 1982, between Delta Airlines, Incorporated and the City of Chicago.

AIRPORT DEVELOPMENT PLAN



Terminal 3A/Concourse L

TA-4

AIRPORT DEVELOPMENT PLAN.

Number: TA-5 Date: 1/17/83

Name: Electrical Relocation

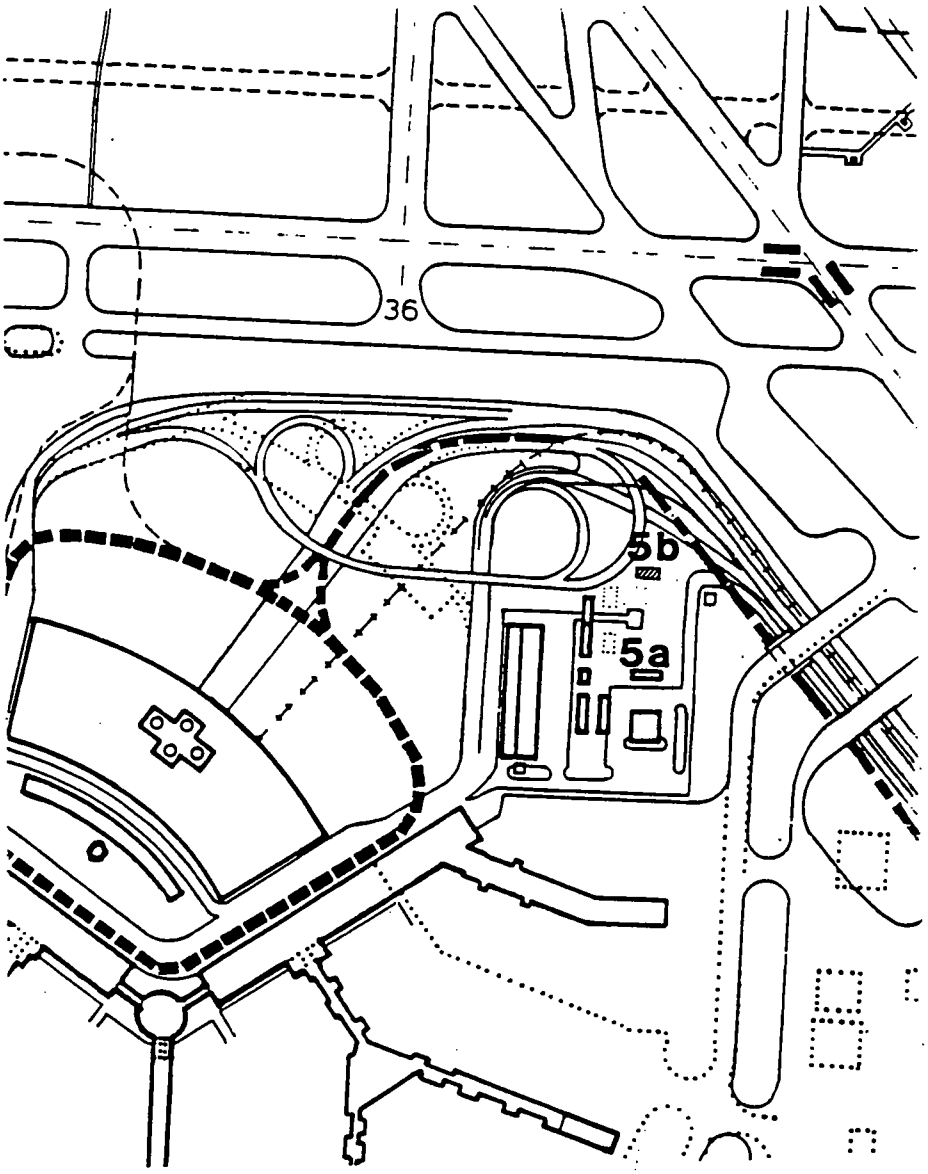
Airline Funded Total: $11,376,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Electrical Relocation	$5,076,000	9/84	10/85	I
b. Relocation RB-40 Substation	$6,300,000	5/83	12/83	I

Project Scope:

This project includes the relocation of the RB-40 electrical substation and the related electrical lines leading to and emanating from this facility. The substation is being relocated from the southeast side of the airport utility service area (adjacent to the Concourse L apron) to the northern part of the utility service area.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Electrical Relocation

TA-5

AIRPORT DEVELOPMENT PLAN.

Number: TA-6 Date: 1/17/83

Name: Utilities At Central Terminal Area

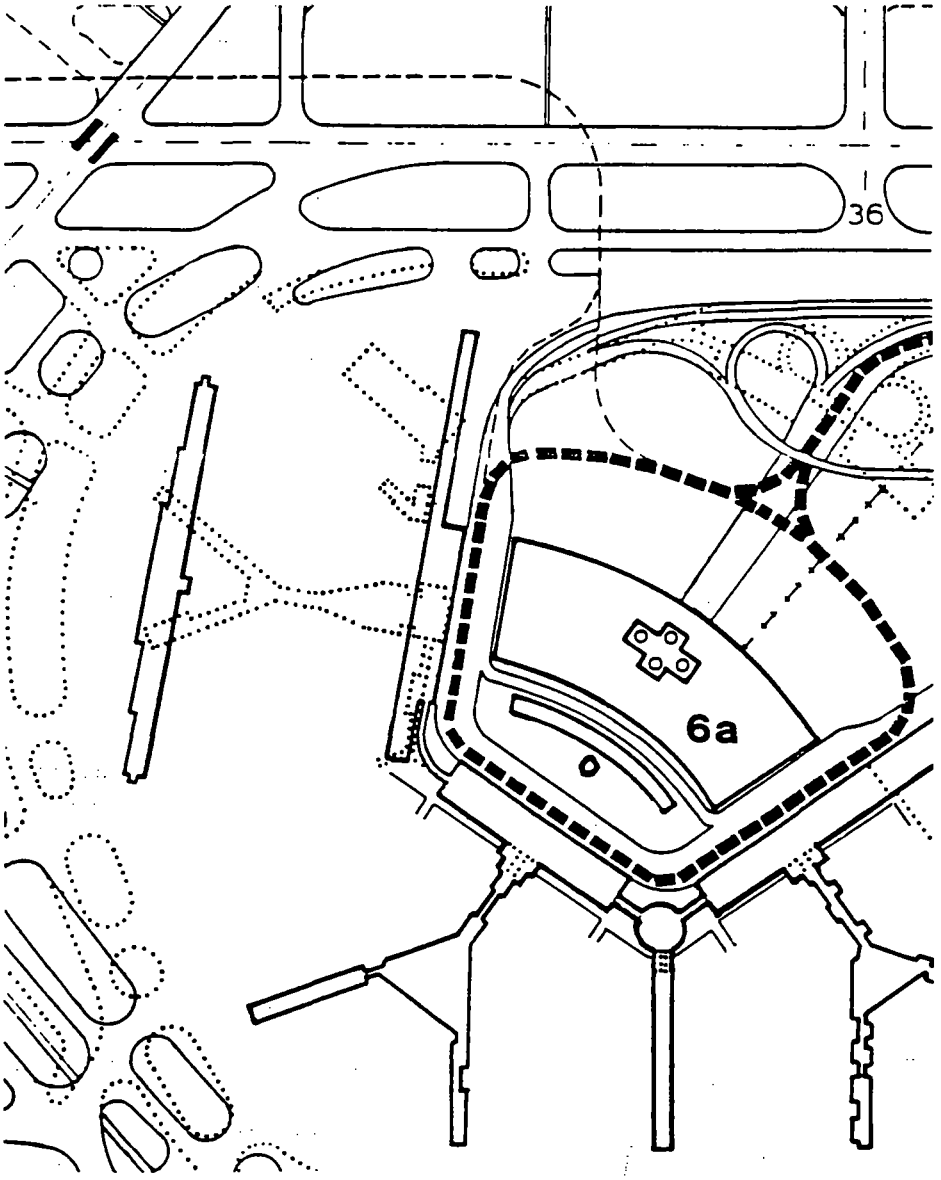
Airline Funded Total: $4,212,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Utilities at Central Terminal	$4,212,000	4/85	11/85	II

Project Scope:

This project provides for the development and expansion of utility systems in the central terminal area. Included are the Illinois Bell Telephone systems as well as the City of Chicago supervisory and signaling systems.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Utilities at Central Terminal Area

TA–6

AIRPORT DEVELOPMENT PLAN.

Number: TA-7 Date: 1/17/83

Name: Terminal 2/3 Additions

Airline Funded Total: $7,562,074

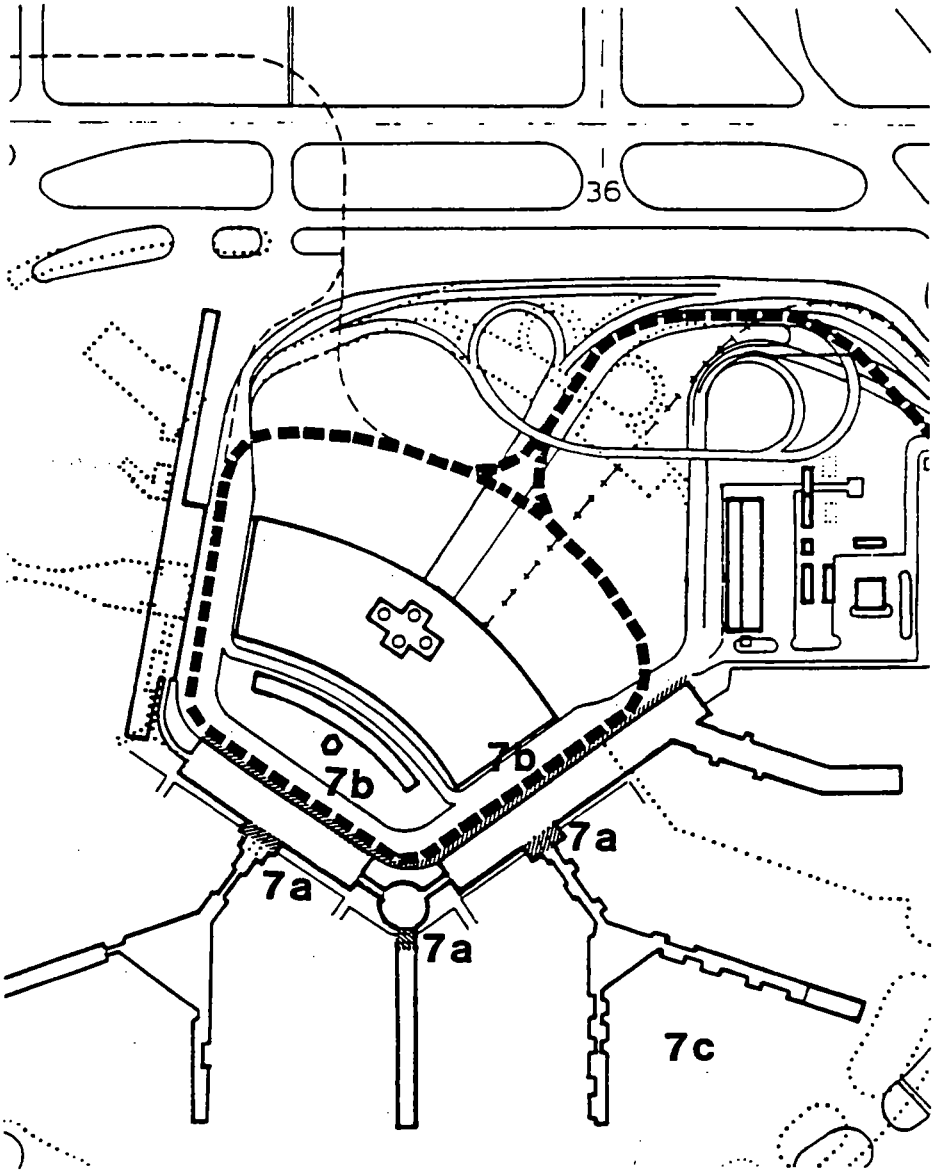
Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Security Additions Concourses E/F, G and H/K (Category 2)	$2,799,360	9/83	8/84	II
b.	Canopies	$3,801,600	9/83	8/84	II

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
c. Concourse Concession Improvements	$ 961,114	9/83	8/84	II
d. Restaurant Building Circulation Improvements	$ 0	8/84	3/85	

Project Scope:

This project encompasses the implementation of miscellaneous terminal facility improvements. Proposed are new security screening areas for Concourses E/F, G and H/K. The new security areas will be located over the baggage roadway behind (apron side) the terminal building on each side of the concourse. The new areas will provide approximately 7,200 square feet of new building space at each concourse. The provision of a canopy for the DGT system for Terminals 2 and 3 consistent with the canopy development proposed for Terminal 1 is included. Also included is the improvement of concession spaces within the terminal and concourse buildings.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Terminal 2/3 Additions

TA-7

AIRPORT DEVELOPMENT PLAN.

Number: TA-8 Date: 1/17/83

Name: Cargo and Freight Forwarder Relocations (Share with IT-5)

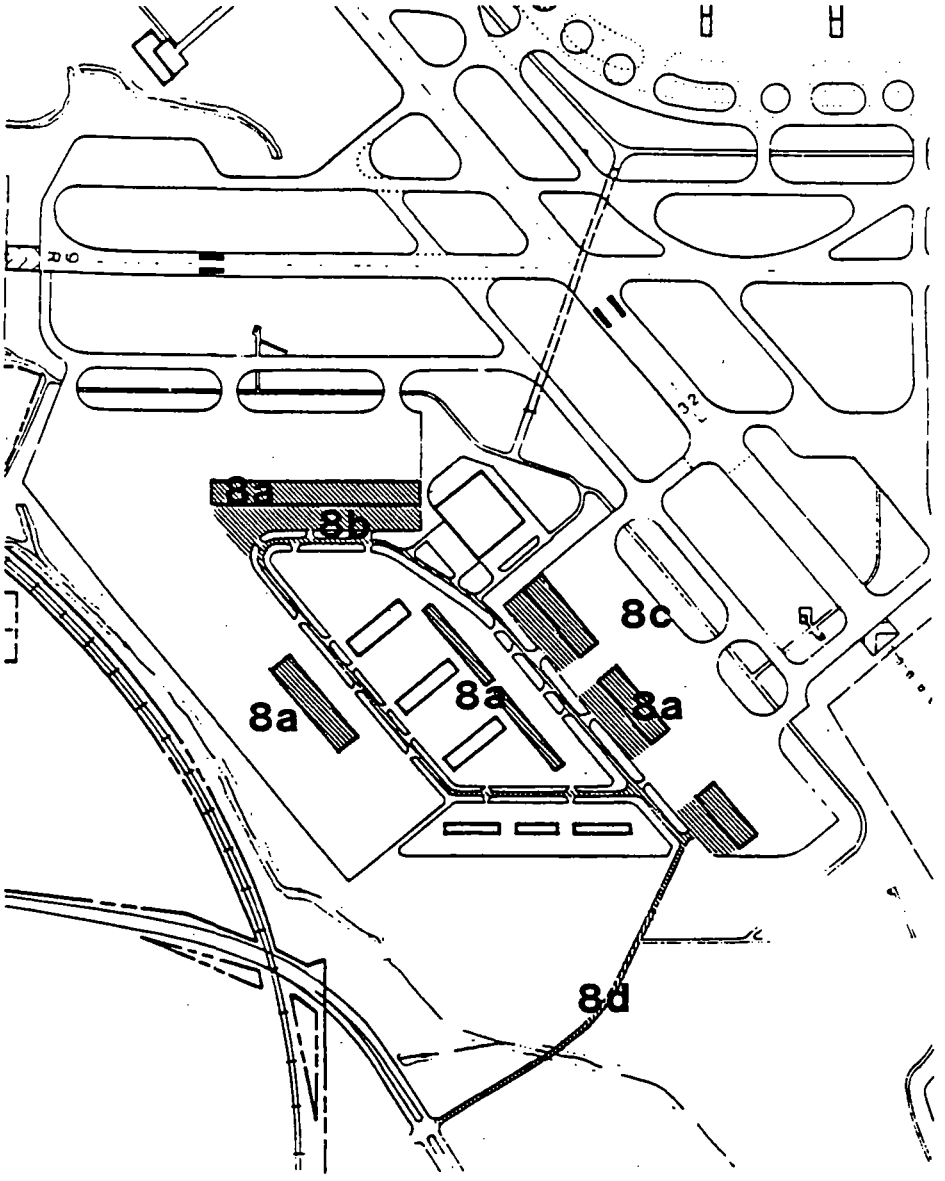
Airline Funded Total: $44,083,133

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Replacement of Cargo and Freight Buildings	$28,174,305	10/84	2/86	II
b.	Associated Utilities	$13,758,578	10/84	7/85	II
c.	Access Road to Cargo	$ 2,150,250	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro rata share of total square footage of facilities to be relocated including No. 1, Joint Use Cargo Building No. 2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo, and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN



Cargo, and Freight Forwarder Relocations (Share with IT-5)

TA-8

AIRPORT DEVELOPMENT PLAN.

Number: TA-9 Date: 1/17/83

Name: H&R Plant Expansion
(Share with IT-4)

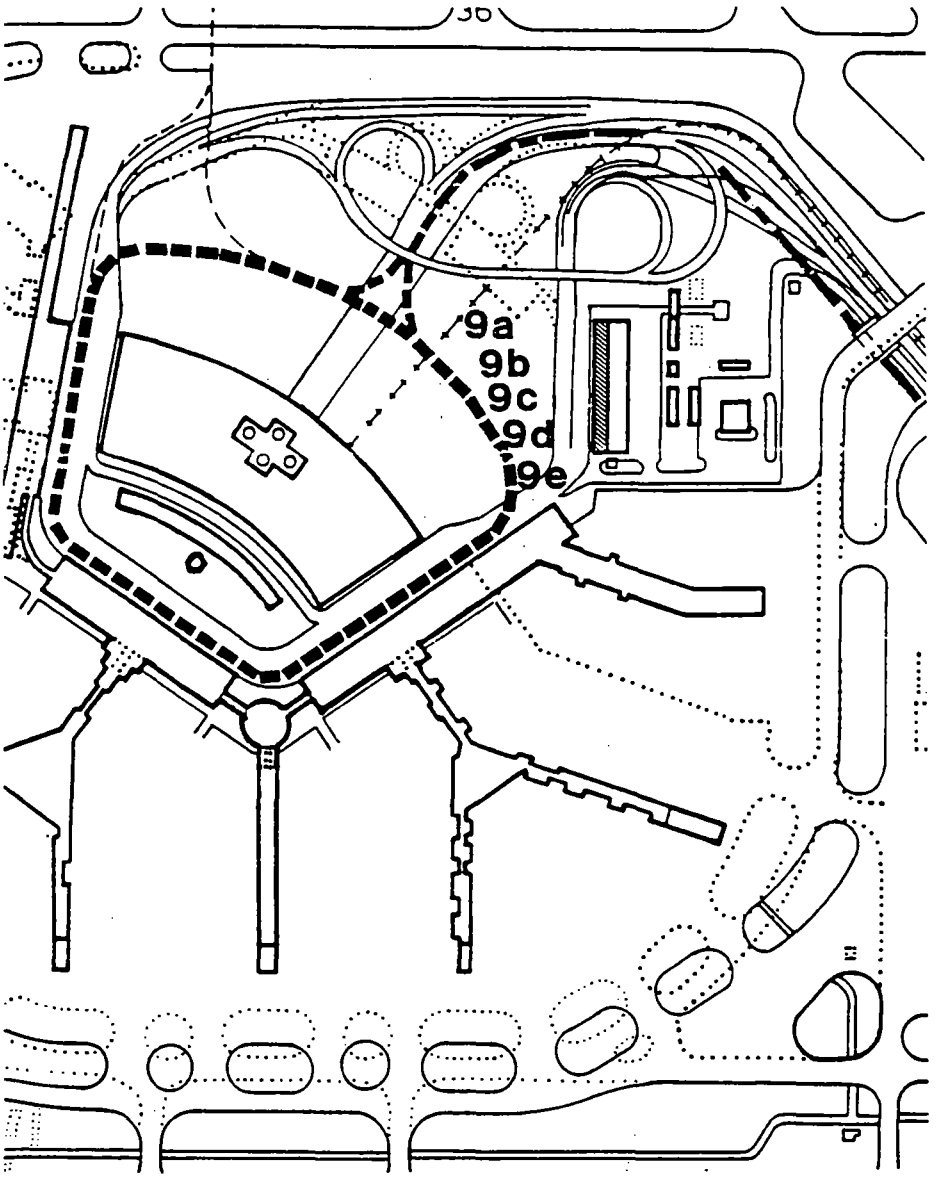
Airline Funded Total: $20,703,583

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Building Addition	$5,376,375	9/84	10/85	II
b.	HTW Generator	$3,058,560	4/84	10/85	II
c.	4,000-Ton Chiller (Category 1)	$2,293,920	5/83	9/84	I
	4,000-Ton Chiller	$2,293,920	4/84	10/85	II
d.	Supervisory System	$3,840,404	4/84	10/85	II
e.	Electrical Equipment	$3,840,404	4/84	10/85	II

Project Scope:

This project provides for a 75,000 square feet expansion of the H&R Plant and new equipment which includes two High Temperature Water Generators, two 4,000-ton chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

H&R Plant Expansion
(Share with IT-4)

TA-9

AIRPORT DEVELOPMENT PLAN.

Number: TA-10 Date: 1/17/83

Name: Relocated FIS Facility
(Category 1)

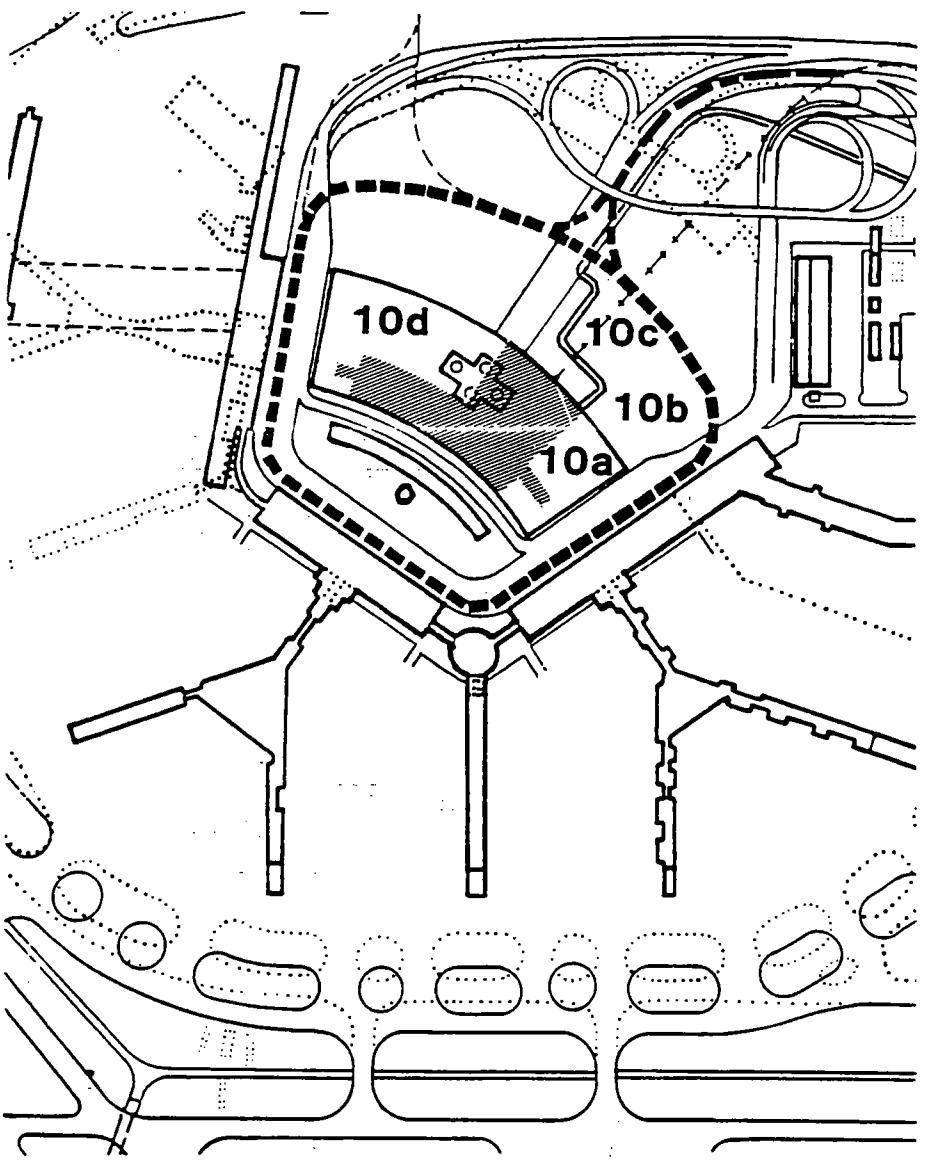
Airline Funded Total: $16,666,560

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Terminal	$12,182,400	7/83	6/84	I
b.	Buses	$ 2,799,360	1/84	6/84	I
c.	Associated Roadwork	$ 1,188,000	7/83	11/83	I
d.	Facility Restoration	$ 496,800	10/88	12/88	I

Project Scope:

This project includes the development of an international passenger processing facility. This facility, proposed to be located in the existing parking structure, will provide 250,000 square feet of building space for airline ticketing and baggage functions as well as Federal Inspection Service facilities. Related items included in this project are buses and roadway work to provide access to the FIS Relocation Facility, as well as the restoration of the facility back to its original use at such time as such facilities are no longer needed.

AIRPORT DEVELOPMENT PLAN



↑ 12.7.82

Relocated FIS Facility

TA-10

AIRPORT DEVELOPMENT PLAN.

Number: TA-11 Date: 1/17/83

Name: Extension and Improvement of Concourse K

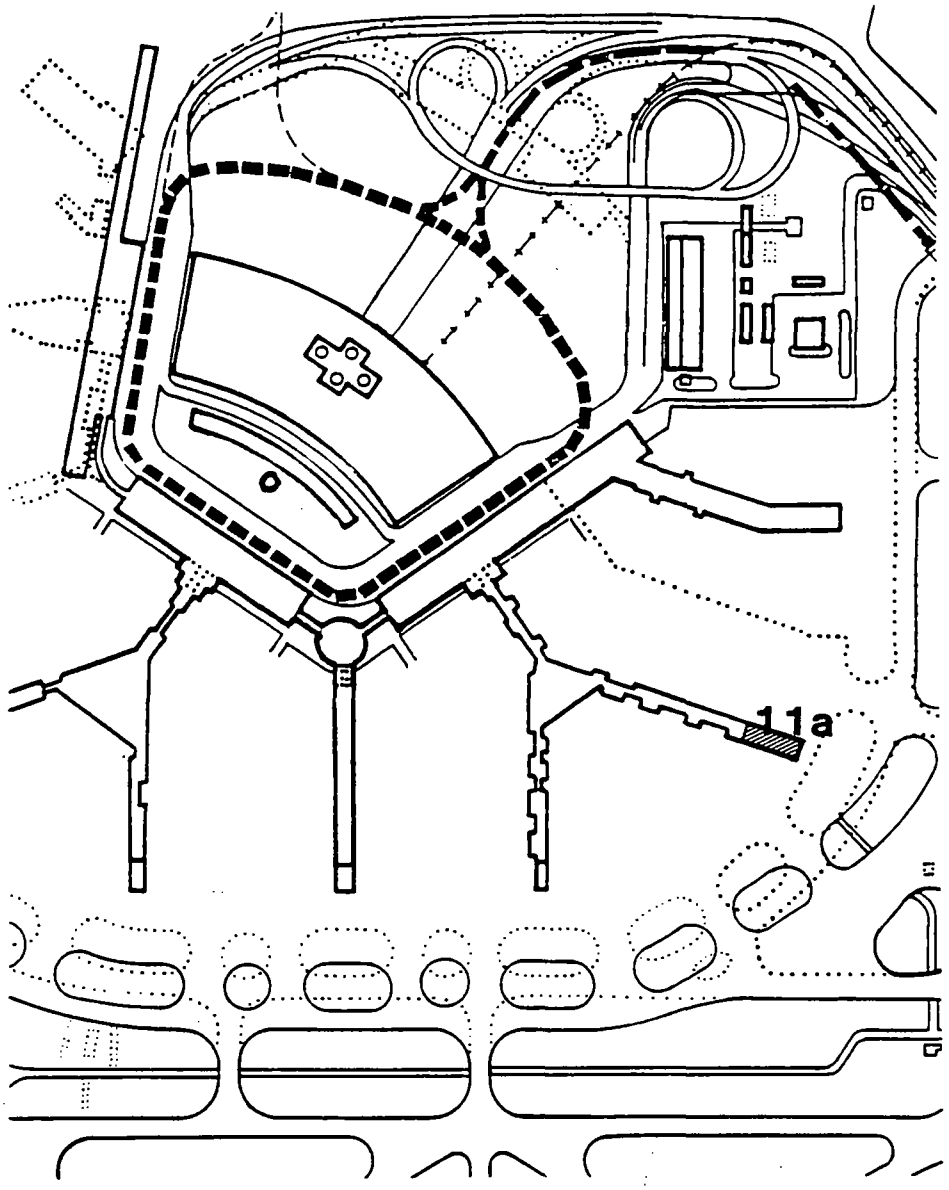
Airline Funded Total: $3,240,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse K	$3,240,000	1/85	12/85	I

Project Scope:

This project includes a 200-foot building extension of Concourse K providing 21,700 square feet of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 500 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Extension and Improvement
Concourse K

TA-11

AIRPORT DEVELOPMENT PLAN.

Number: TA-12 Date: 1/17/83

Name: Post Office (Share with IT-6)

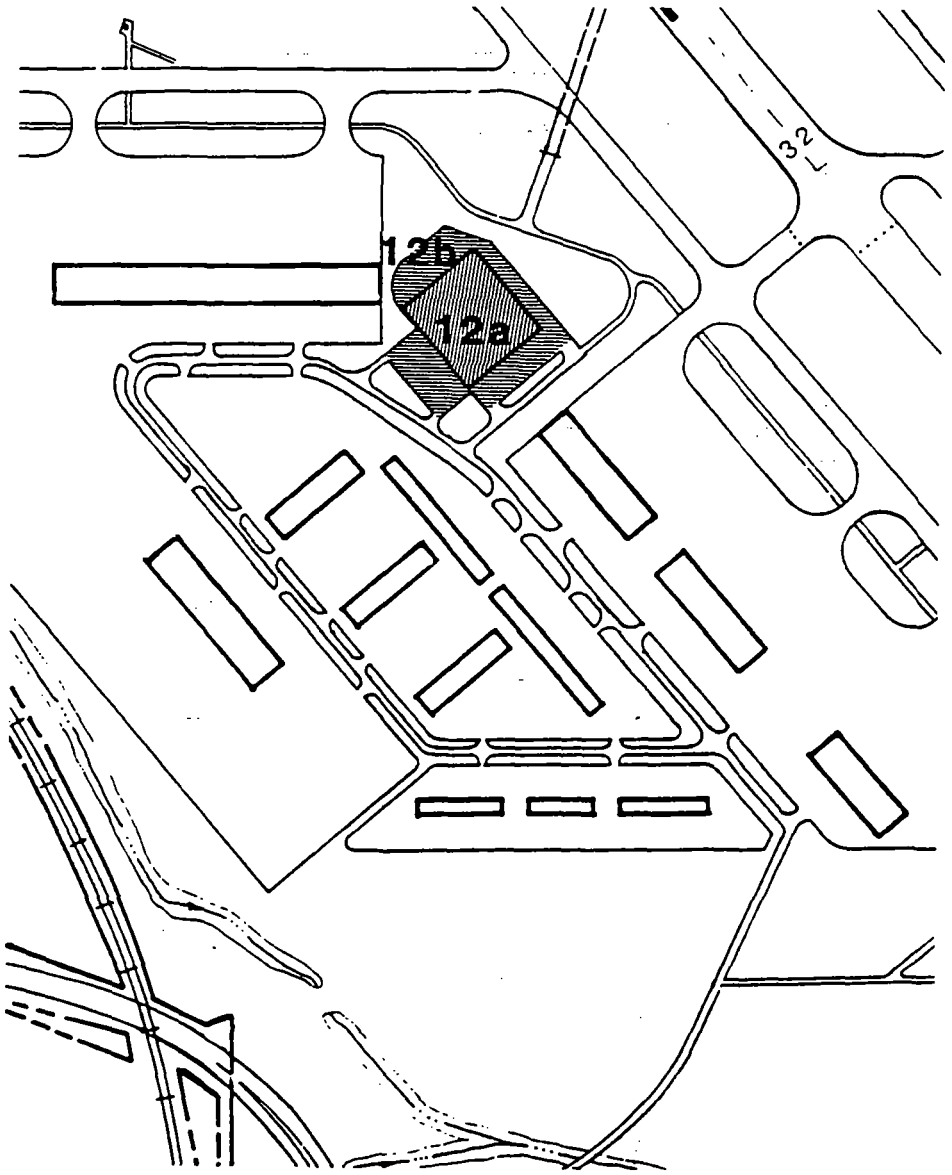
Airline Funded Total: $1,707,573

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Post Office	$986,523	11/84	2/86	II
b.	Truck Apron	$721,050	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of the building, associated truck apron and parking areas and reflect the net present value of the existing facilities.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Post Office (Share with IT-6)

TA-12

AIRPORT DEVELOPMENT PLAN.

Number: TA-13 Date: 1/17/83

Name: Flight Kitchen Relocations

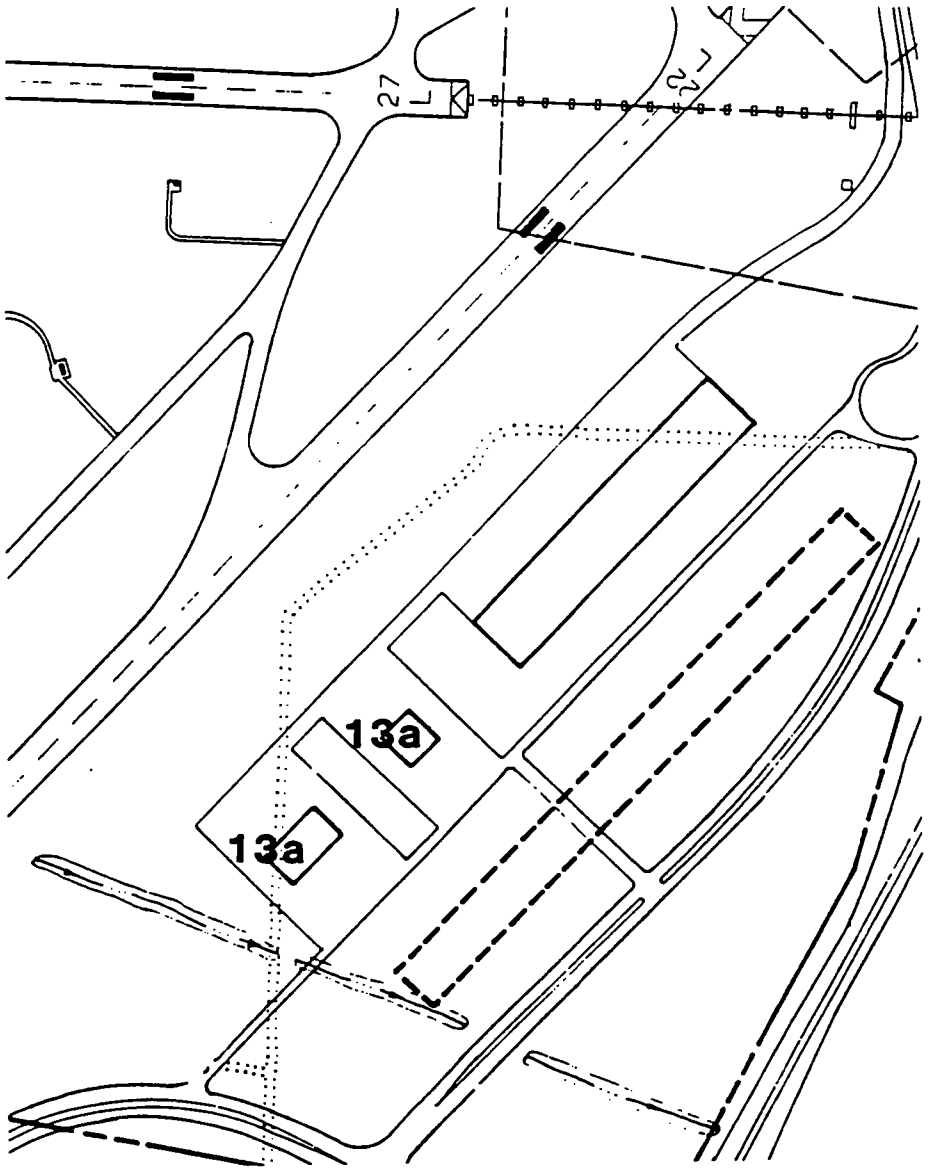
Airline Funded Total: $0

Components	Airline Funded Costs	Estimated Start	Constr. Complete	Funding Priority
a. Flight Kitchens	$ 0	9/83	8/84	

Project Scope:

The relocation of the existing Dobbs House and Marriot flight kitchen is required to provide the necessary right-of-way and clear area for the relocation of the Inner/Outer Taxiway in the Concourse K and L area. The funding allocation for the relocation of these facilities is zero.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Flight Kitchen Relocations

TA-13

AIRPORT DEVELOPMENT PLAN.

Number: TA-14 Date: 1/17/83

Name: Extension and Improvement of Concourse F

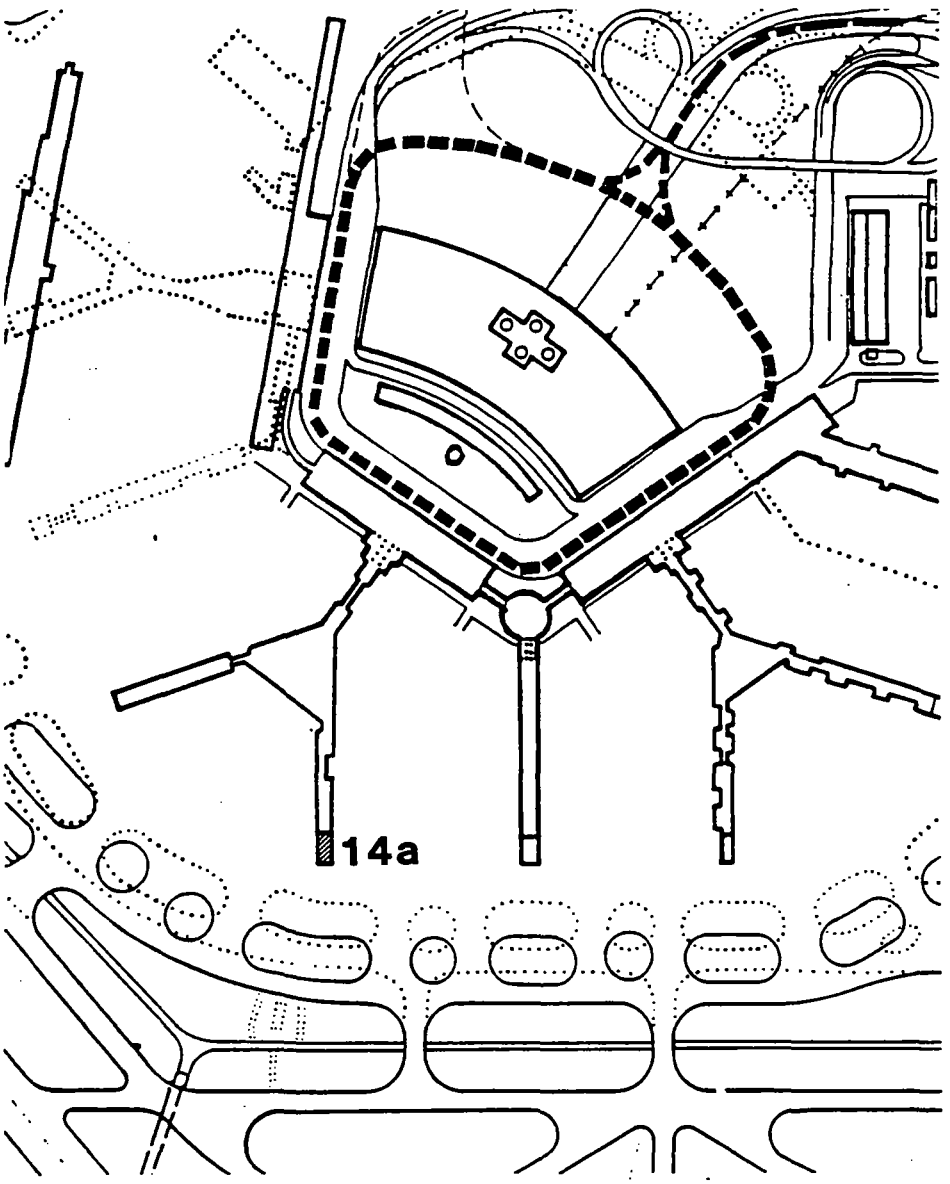
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse F	$1,620,000	3/86	2/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse F, providing 10,700 square feet of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 310 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Extension and Improvement
of Concourse F

TA-14

AIRPORT DEVELOPMENT PLAN.

Number: TA-15 Date: 1/17/83

Name: Extension and Improvement of Concourse G

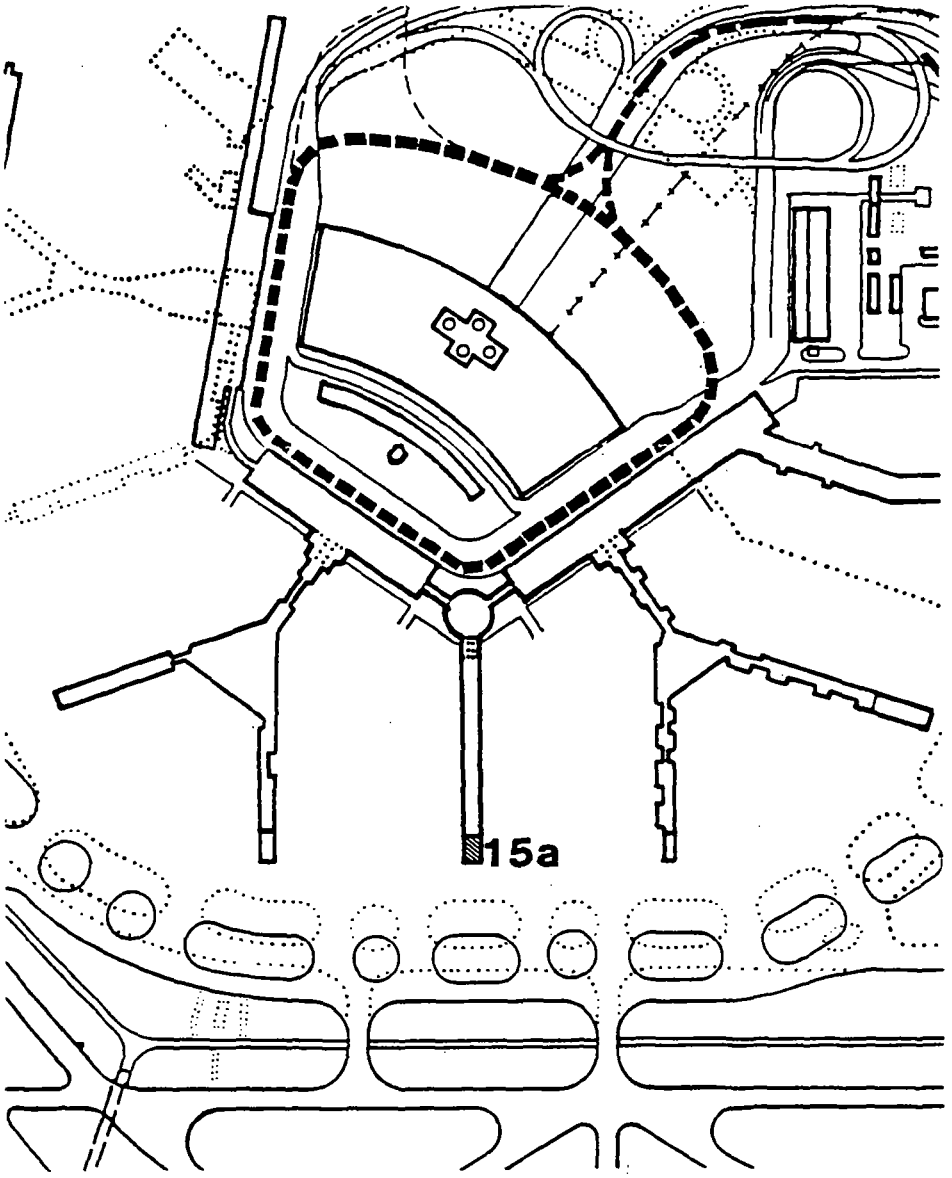
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse G	$1,620,000	7/86	6/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse G, providing 10,700 square feet of building space of which not less than 70% will be airline's Exclusive Use Premises. A total of 310 linear feet of aircraft frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Extension and Improvement
of Concourse G

TA-15

AIRPORT DEVELOPMENT PLAN.

Number: TA-16 Date: 1/17/83

Name: Extension and Improvement of Concourse H

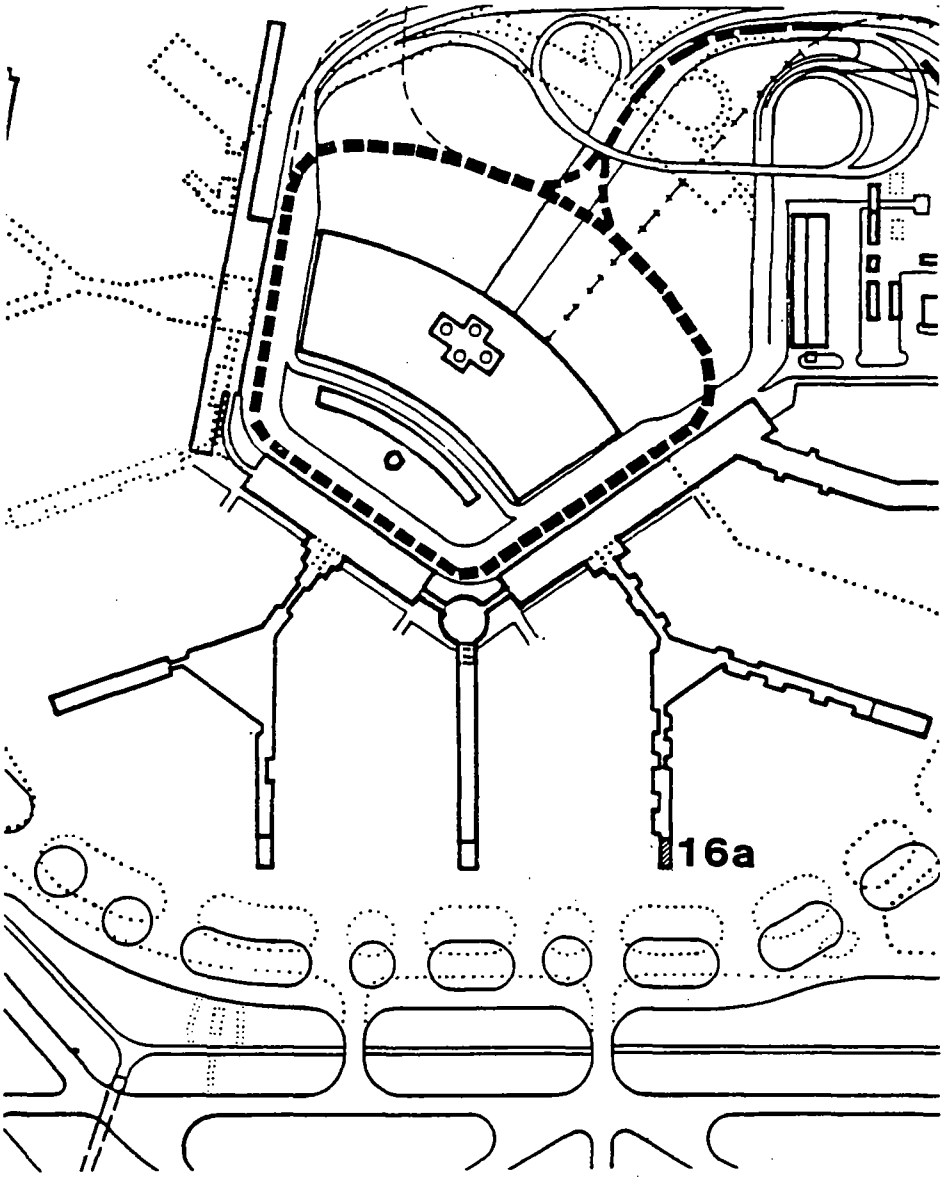
Airline Funded Total: $1,620,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Extension and Improvement of Concourse H	$1,620,000	10/86	9/87	I

Project Scope:

This project includes a 100-foot building extension to Concourse G, providing 10,700 square feet of building space of which not less than 70% will be airline Exclusive Use Premises. A total of 300 linear feet of aircraft gate frontage is provided by the extension.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Extension and Improvement of Concourse H

TA-16

AIRPORT DEVELOPMENT PLAN.

Number: TA-17 Date: 1/17/83

Name: Inter-Line Baggage Improvements

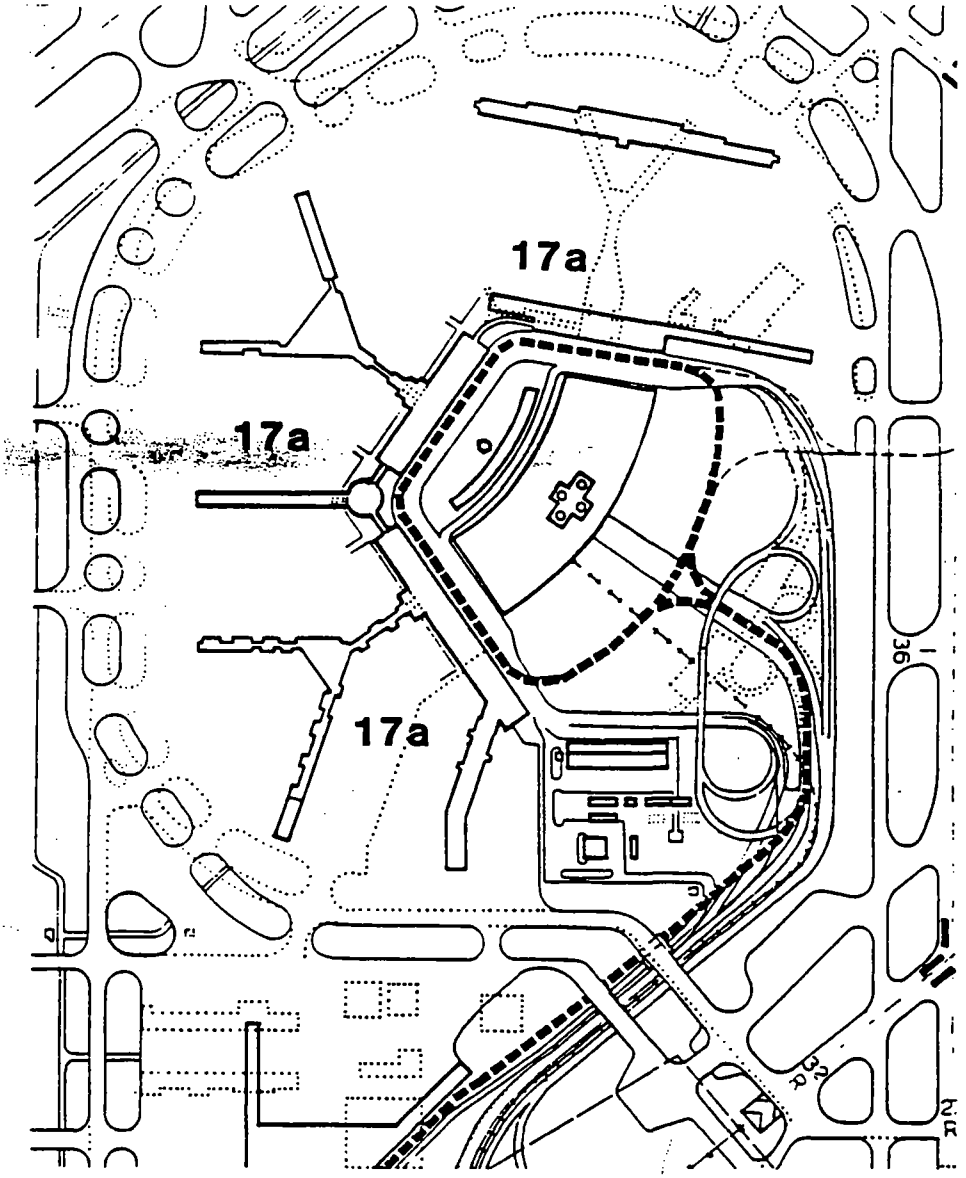
Airline Funded Total: $0

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Baggage Improvements	$0	1/89	12/89	

Project Scope:

This project includes improvements to the inter-line baggage system which may include the installation of a mechanized transport/sort system. The funding allocation for this project is zero.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

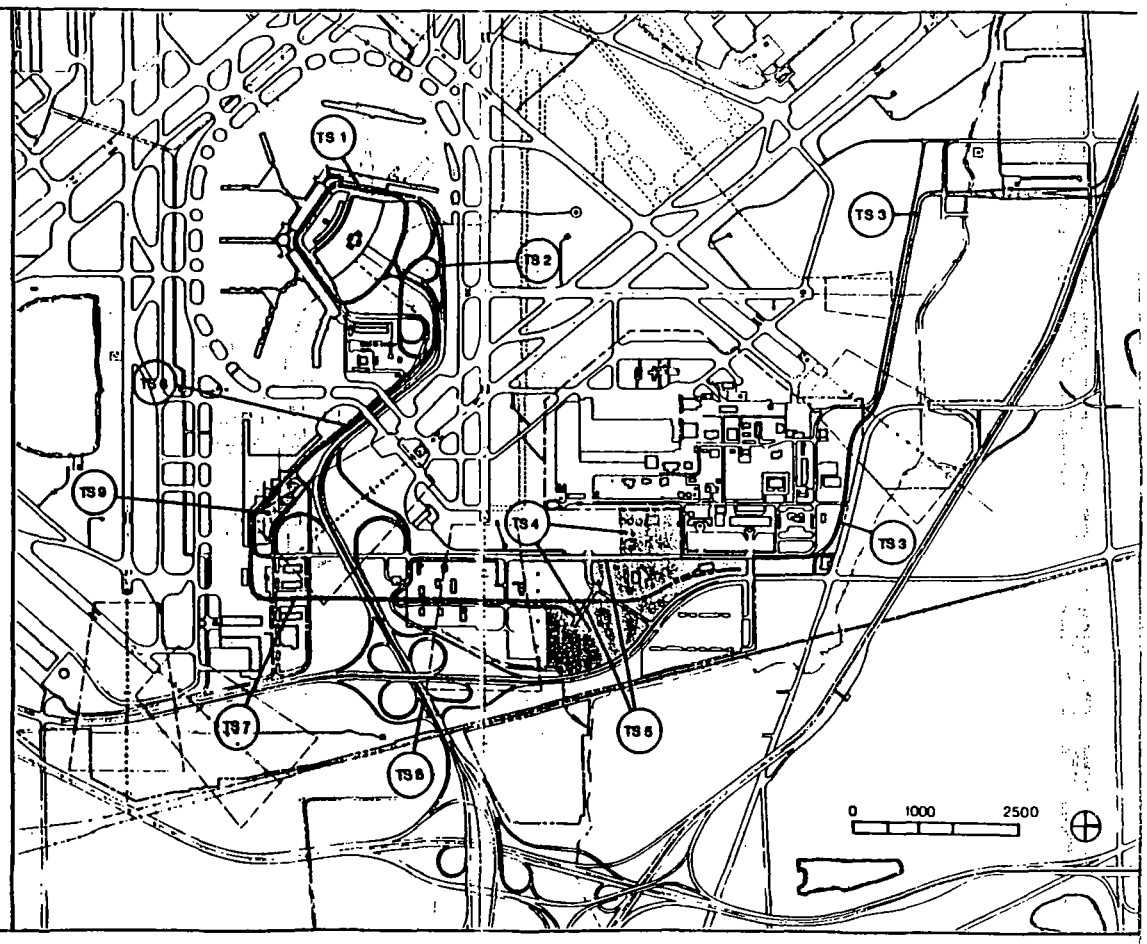
Inter-Line Baggage Improvements **TA-17**

TERMINAL SUPPORT CRC (TS)

12.7.82

TERMINAL SUPPORT CRC CAPITAL PROJECTS

- TS-1. Central Terminal Curb-frontage Expansion
- TS-2. Central Terminal Recirculation Improvements
- TS-3. NW Tollway Connection/ Wolf to Zemke
- TS-4. Remote Parking East
- TS-5. Old Mannheim Improvements
- TS-6. DGT Inter-Terminal
- TS-7. DGT East Remote Parking
- TS-8. Access Roadway Improvements
- TS-9. Ramps and Roadways at Old Mannheim



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Rapsodo Commissioner of Aviation Jerome R Butler Commissioner of Public Works

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Technical Consultants
LANDRUM & BROWN
Aviation Consultants

AIRPORT DEVELOPMENT PLAN
TERMINAL SUPPORT COST REVENUE CENTER

EXHIBIT B 1C

22494 10/31/90 JOURNAL-CITY COUNCIL-CHICAGO 10/31/90 22491

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
TERMINAL SUPPORT CRC CAPITAL PROJECTS					
TS-1.	Central Terminal Curb-front Expansion			$15,940,108	$15,940,108
TS-2.	Central Terminal Recirculation Improvements				$9,288,000
TS-3.	NW Tollway Connection/ Wolf to Zemke				$23,832,000
TS-4.	Remote Parking East				$13,310,363
TS-5.	Old Mannheim Improvements				$1,512,000
TS-6.	DGT Inter-Terminal		$43,766,491		$43,766,491
TS-7.	DGT East Remote Parking				$44,454,530
TS-8.	Access Roadway Improvements				$3,240,000
TS-9.	Ramps and Roadways at Old Mannheim				$9,998,618
	TOTALS	$0	$43,766,491	$15,940,108	$165,342,110

AIRPORT DEVELOPMENT PLAN.

Number: TS-1 Date: 1/17/83

Name: Central Terminal Curbfront Expansion

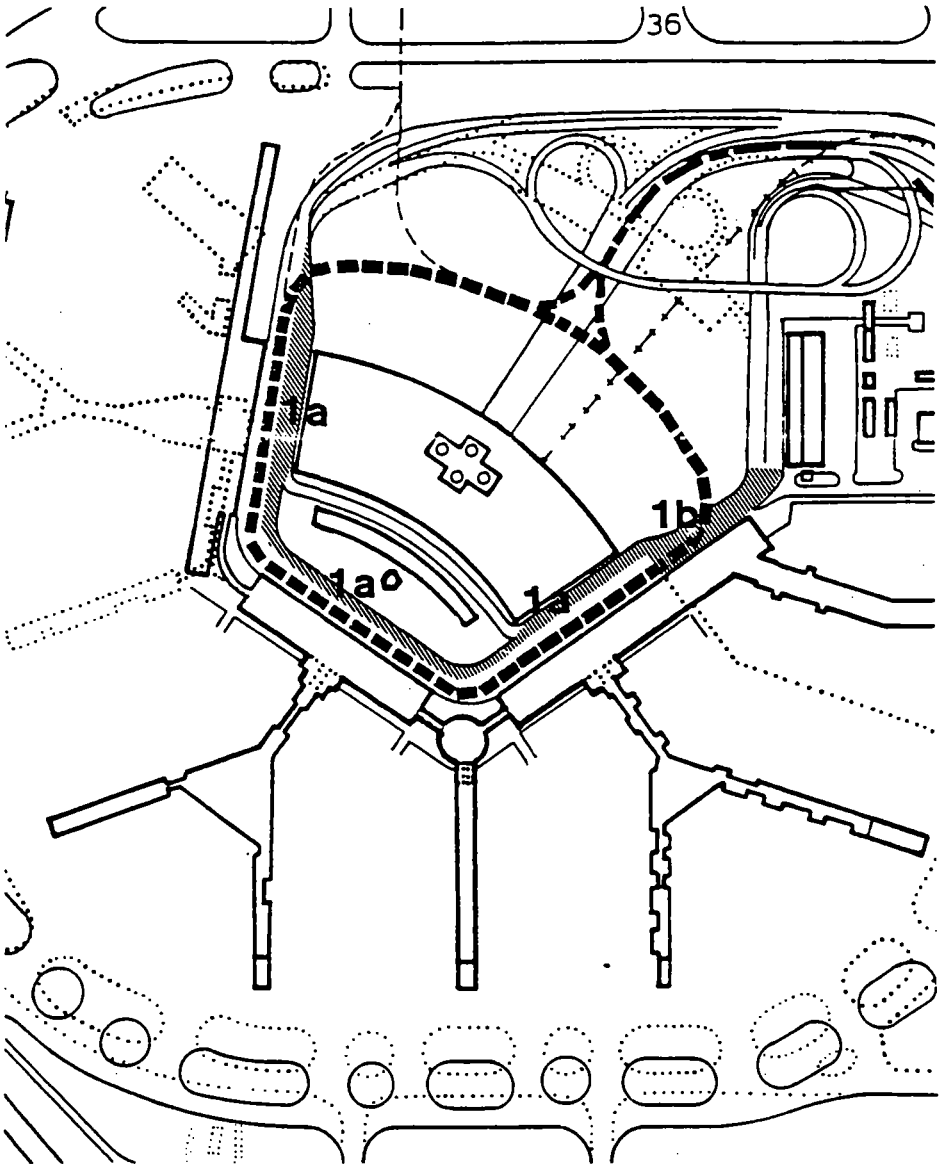
Airline Funded Total: $15,940,108

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Outer Curbfront Expansion	$8,259,378	1/86	2/87	I
b. Terminal 3A Upper and Lower Roadways	$7,680,730	3/83	4/84	I

Project Scope:

Included in this project are the addition of one traffic lane to the existing terminal roadway and the extension of the upper and lower levels of the roadway along Terminal 3A. The provision of roadway signs and bus shelters for Terminal 3A are also part of this project.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Central Terminal
Curb-front Expansion

TS-1

AIRPORT DEVELOPMENT PLAN.

Number: TS-2 Date: 1/17/83

Name: Central Terminal Recirculation Improvements

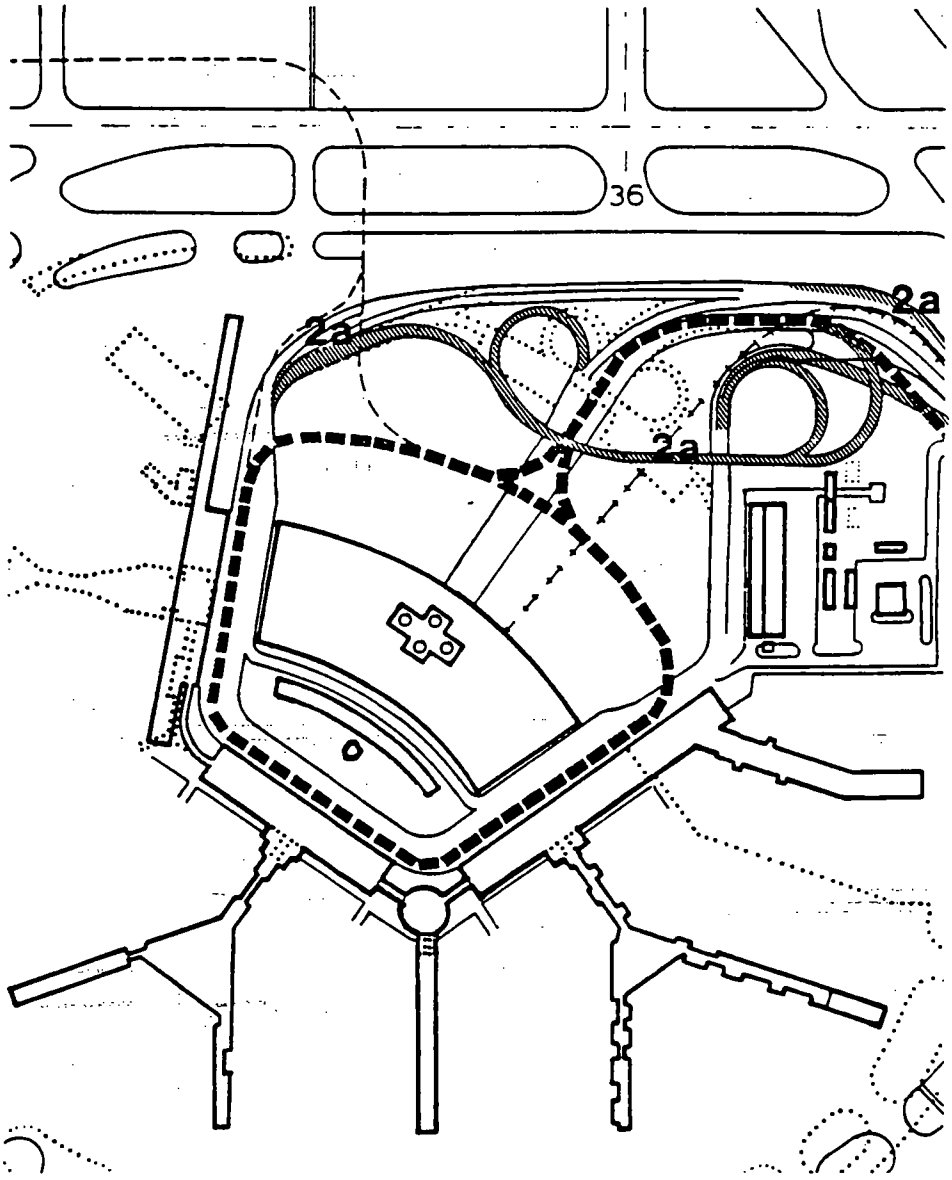
Airline Funded Total: $9,288,000

Components	Airline Funded Costs	Estimated Start	Constr. Complete	Funding Priority
a. Recirculation Roadway Improvements	$9,288,000	1/86	2/87	II

Project Scope:

A grade separated roadway and ramps connecting the terminal roadway entrance, exit and parking facilities.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Central Terminal
Recirculation Improvements

TS-2

AIRPORT DEVELOPMENT PLAN.

Number: TS-3 Date: 1/17/83

Name: Northwest Tollway Connection Wolf to Zemke

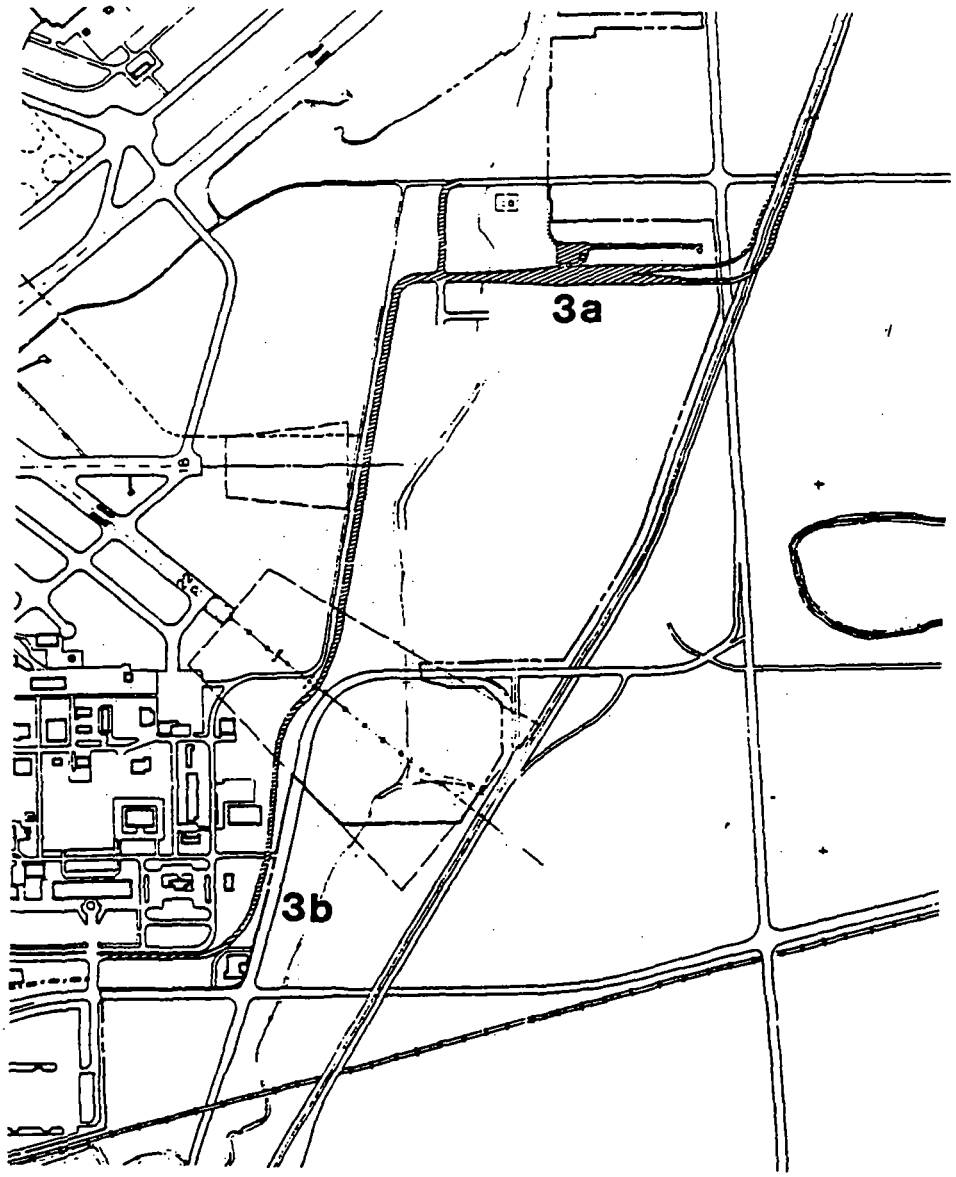
Airline Funded Total: $23,832,000

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	N.W. Tollway Connection (includes modification of related existing tollway facilities)	$22,032,000	9/84	10/85	II
b.	R.O.W. Acquisition	$ 1,800,000	11/83	8/84	II

Project Scope:

This project involves the provision of entrance and exit ramps to and from the Northwest Tollway to provide more direct access for airport traffic from the northwest. These ramps will provide access to Wolf and Zemke roads. A roadway connecting to Old Mannheim Road is also included. Outside funds amounting to $10,000,000 will be sought to complete this project.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

NW Tollway Connection/
Wolf to Zemke

TS-3

AIRPORT DEVELOPMENT PLAN.

Number: TS-4 Date: 1/17/83

Name: Remote Parking -- East

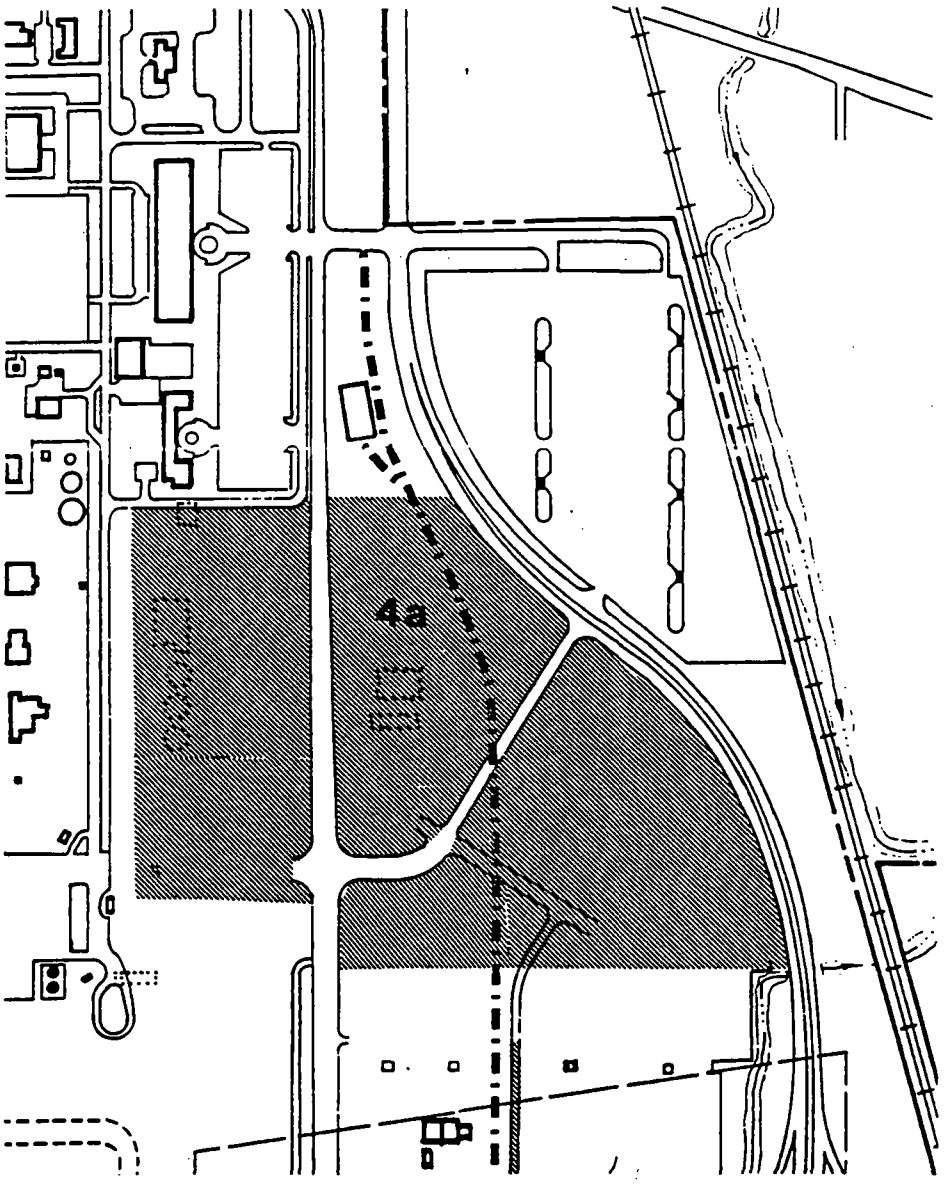
Airline Funded Total: $13,310,363

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Remote Parking	$13,310,363	9/85	6/86	II

Project Scope:

TS-4 encompasses provision of at-grade parking between Old Mannheim Road just north of the existing Lot C. Additional parking will also be provided west of Old Mannheim Road. Parking will be provided for airline passengers, rental car facilities and employees.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Remote Parking East

TS–4

AIRPORT DEVELOPMENT PLAN.

Number: TS-5 Date: 1/17/83

Name: Old Mannheim Improvements

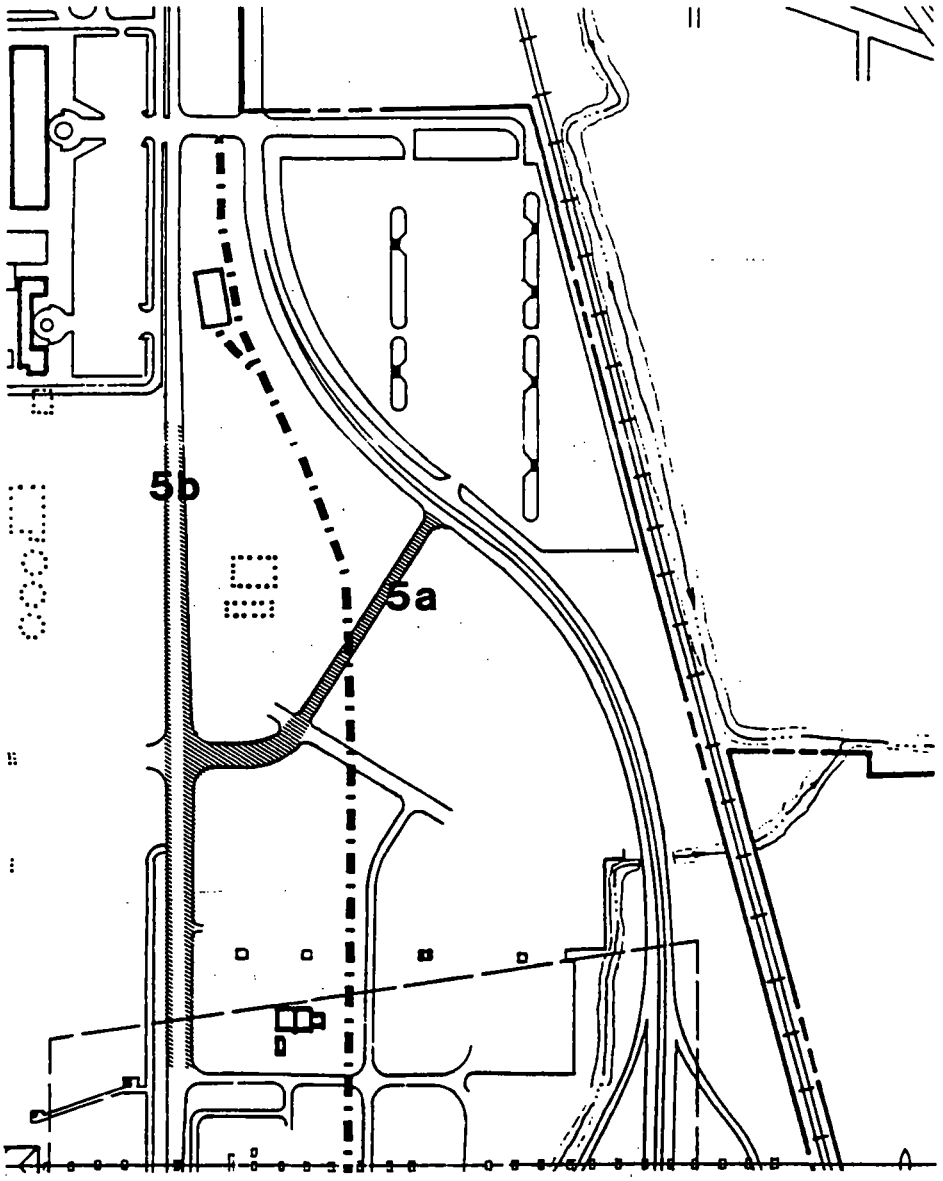
Airline Funded Total: $1,512,000

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Mannheim/Old Mannheim Connector Road	$756,000	1/86	6/86	II
b. Old Mannheim Improvements	$756,000	1/86	6/86	II

Project Scope:

Included in this project is the construction of a connector road between Mannheim and Old Mannheim Roads just north of Parking Lot C. Also a part of this project is the rehabilitation/improvement of Old Mannheim Road.

AIRPORT DEVELOPMENT PLAN



Old Mannheim Improvements

TS–5

AIRPORT DEVELOPMENT PLAN.

Number: TS-6 Date: 1/17/83

Name: DGT Inter-Terminal (Category 2)

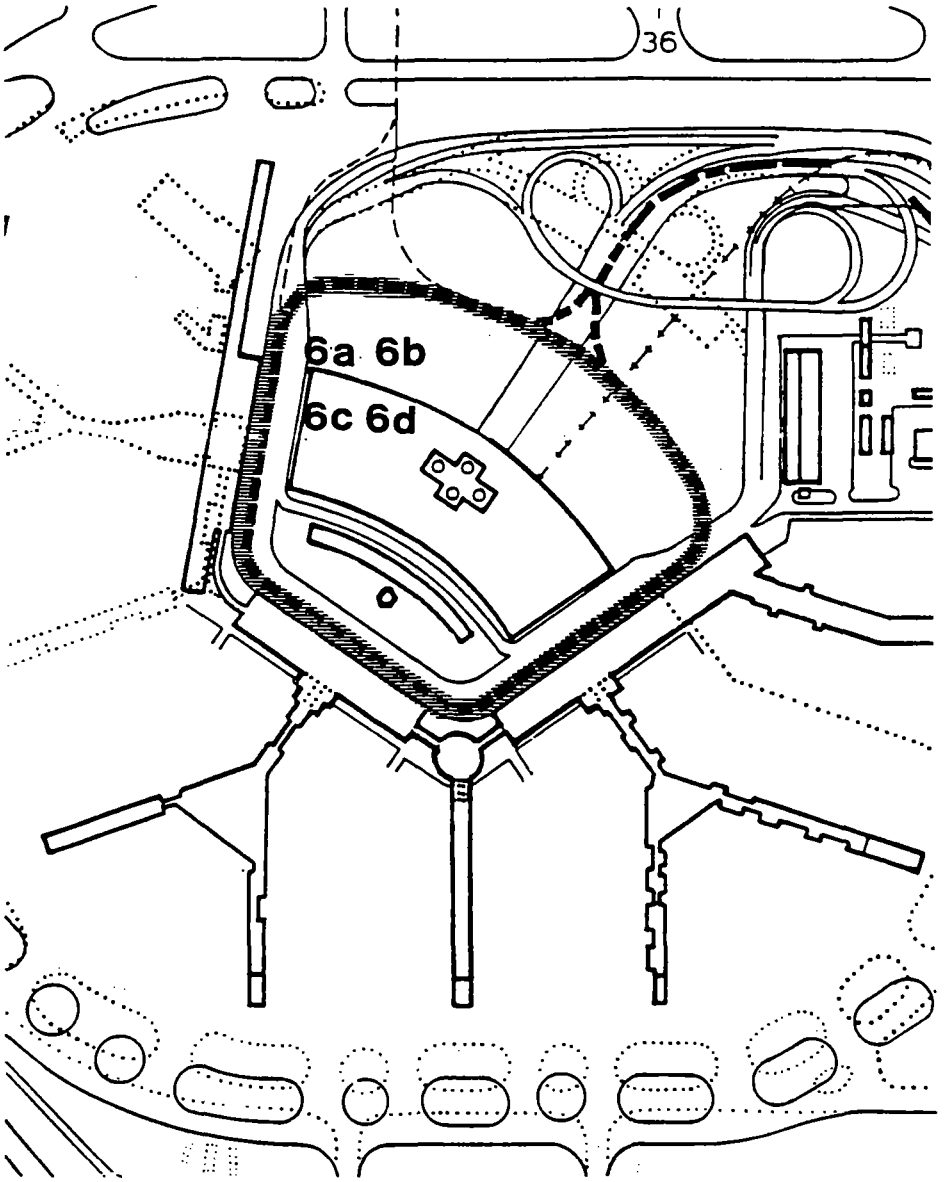
Airline Funded Total: $43,766,491

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Stations	$ 2,700,000	7/84	5/85	II
b.	Structure and Guideway	$ 9,257,976	4/84	5/85	II
c.	Electric and Control Systems	$ 1,617,001	11/84	12/85	II
d.	Equipment	$30,191,514	11/84	12/85	II

Project Scope:

The DGT Inter-Terminal project consists of two DGT stations as well as the necessary structures, guideway, electric and control systems, and equipment for the Central Terminal Area only. A third station will be included in Terminal 1.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

DGT Inter-Terminal

TS-6

AIRPORT DEVELOPMENT PLAN.

Number: TS-7 Date: 1/17/83

Name: DGT East Remote Parking

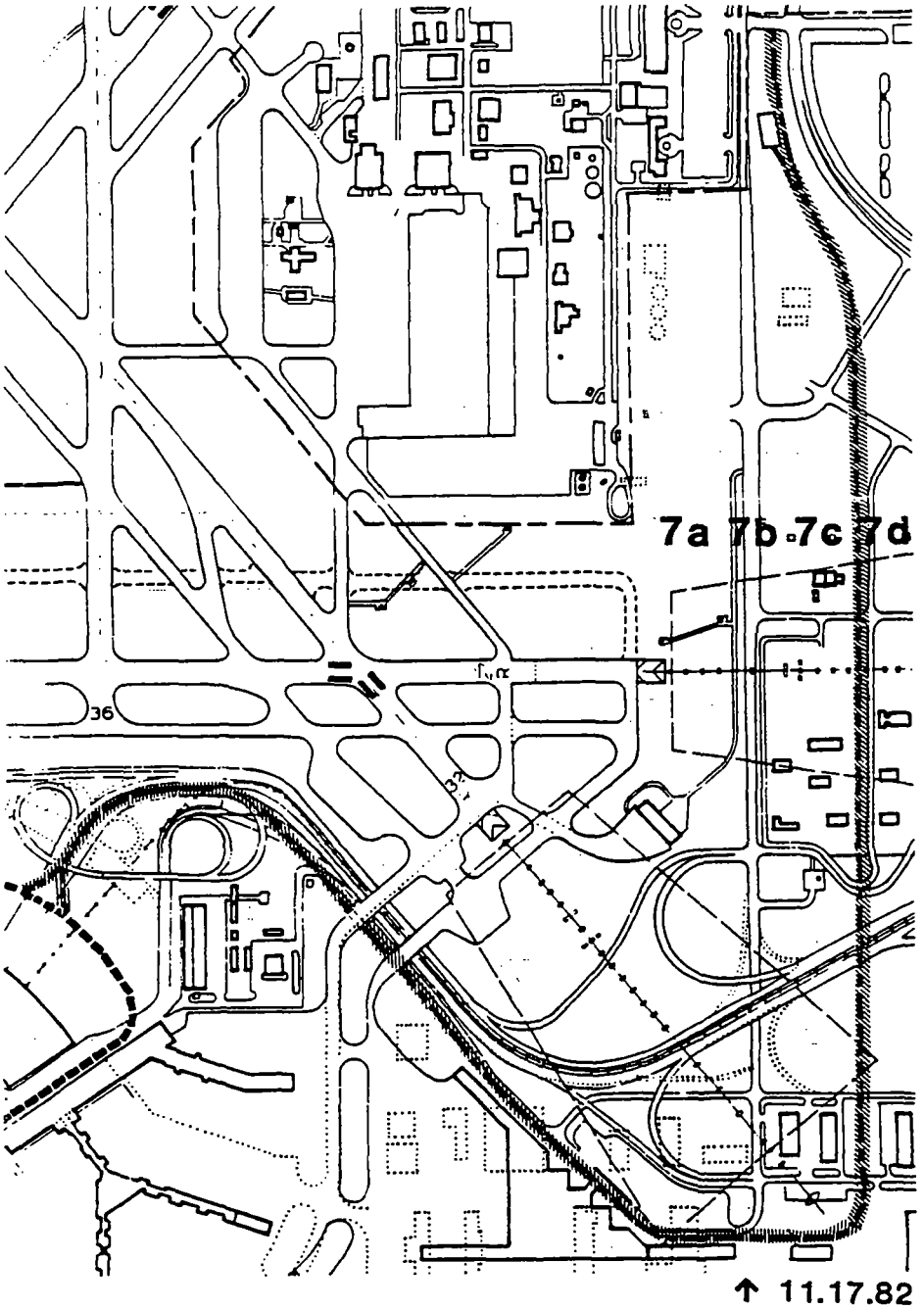
Airline Funded Total: $44,454,530

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Stations	$ 5,400,000	12/84	10/85	II
b.	Structure and Guideway	$ 11,401,048	9/84	10/85	II
c.	Electric and Control Systems	$ 1,294,998	4/85	5/86	II
d.	Equipment	$ 26,358,484	4/85	5/86	II

Project Scope:

This project represents an extension of the DGT Inter-Terminal system to serve the east remote parking facilities. It will extend from the International Terminal to the east parking area and includes provision for four DGT stations and the necessary structures, guideway, electrical and control systems, and equipment.

AIRPORT DEVELOPMENT PLAN



DGT East Remote Parking

TS-7

AIRPORT DEVELOPMENT PLAN.

Number: TS-8 Date: 1/17/83

Name: Access Roadway Improvements

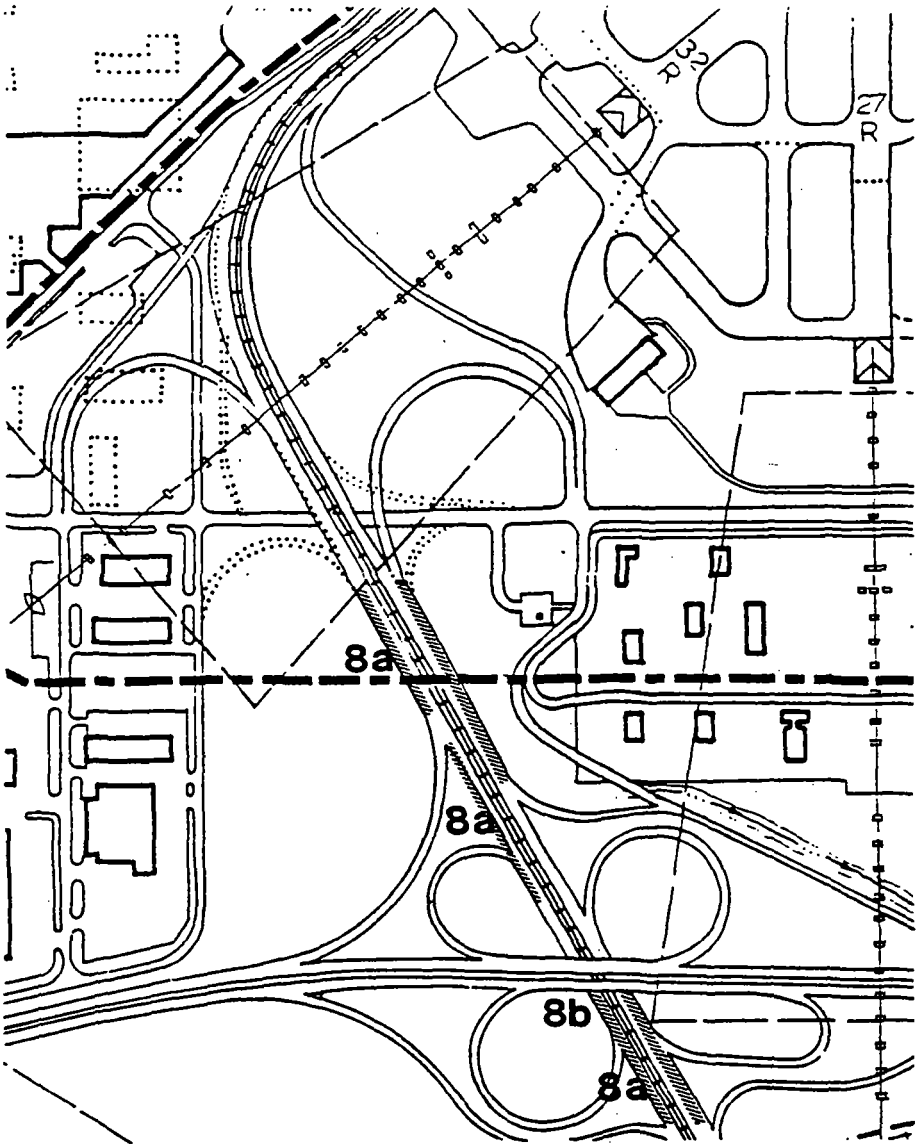
Airline Funded Total: $3,240,000

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Access Road Widening	$3,240,000	5/86	2/87	II
b.	Access Roadway Signage	$ 0			

Project Scope:

This project consists of lane improvements along the Access Roadway between Old Mannheim Road on the west and the railroad crossing on the east. An additional 13.8 Million Dollars will be sought from outside sources to complete selected elements excluded from this project.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

Access Roadway Improvements **TS-8**

AIRPORT DEVELOPMENT PLAN.

Number: TS-9 Date: 1/17/83

Name: Ramps and Roadways at Old Mannheim

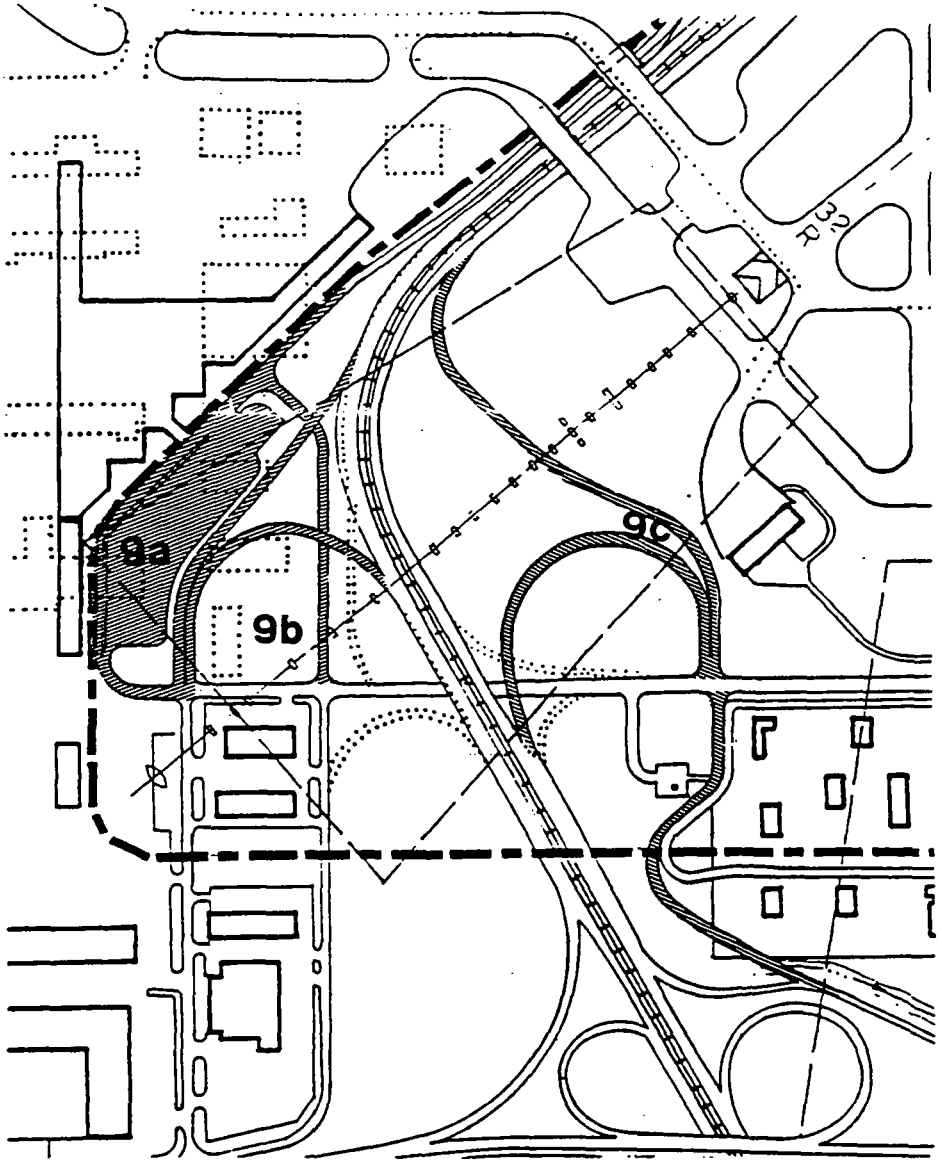
Airline Funded Total: $9,998,618

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Parking on grade	$ 831,600	5/87	7/87	II
b.	International Recirculation Roads	$2,901,960	4/87	6/88	II
c.	Access Road Modifications	$6,265,058	4/87	6/88	II

Project Scope:

Included are roads serving the International Terminal, new ramps connecting Old Mannheim Road with the Access Road (I-190), and 4.5 acres of at-grade parking in front of the International Terminal. In addition, the ramp connecting the southbound lanes of Mannheim Road with the westbound (inbound) lanes of the Access Road will be modified to feed into Old Mannheim Road directly across from a new ramp to the Access Road.

AIRPORT DEVELOPMENT PLAN



→ 11.17.82

Ramps and Roadways
at Old Mannheim

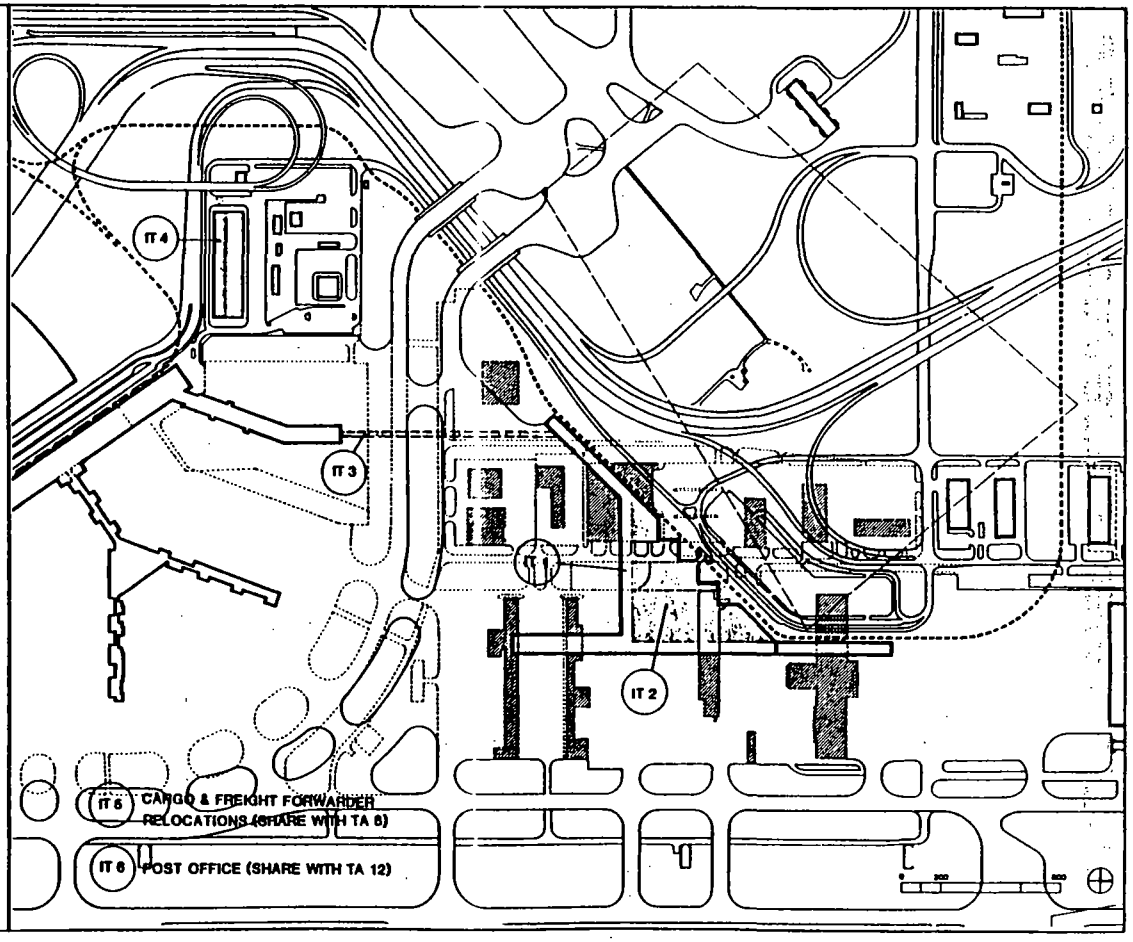
TS-9

INTERNATIONAL TERMINAL CRC (IT)

12.7.82

INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS

- IT-1. International Terminal Foreign Flag Areas
- IT-2. Federal Inspection Facilities
- IT-3. H&R Tunnels
- IT-4. H&R Plant Expansion (Share with TA-9)
- IT-5. Cargo, and Freight Forwarder Relocations (Share with TA-8)
- IT-6. Post Office (Share with TA-12)



CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago Jane M Byrne Mayor Thomas Rapsala Commissioner of Aviation Jerome R Butler Commissioner of Public Works

O'HARE ASSOCIATES
Engineering Consultant
LANDRUM & BROWN
Aviation Consultant

AIRPORT DEVELOPMENT PLAN
INTERNATIONAL TERMINAL COST REVENUE CENTER

EXHIBIT B 1D

AIRPORT DEVELOPMENT PLAN

SUMMARY SHEET (1/17/83)

		CATEGORY 1	CATEGORY 2	FUNDING PRIORITY I	AIRLINE FUNDED TOTALS
INTERNATIONAL TERMINAL CRC CAPITAL PROJECTS					
IT-1.	International Terminal Foreign Flag Areas				$30,814,232
IT-2.	Federal Inspection Facilities				$31,559,106
IT-3.	H&R Tunnels	2,619,540			$9,287,460
IT-4.	H&R Plant Expansion (Share with TA-9) IT-4c 4000 Ton Chiller	$298,080	$0	$298,080	$2,690,297
IT-5.	Cargo, and Freight Forwarder Relocations (Share with TA-8)				$6,350,235
IT-6.	Post Office (Share with TA-12)				$246,172
	TOTALS	$2,917,620	$0	$298,080	$80,947,502

AIRPORT DEVELOPMENT PLAN.

Number: IT-1 Date: 1/17/83

Name: International Terminal Foreign Flag Areas

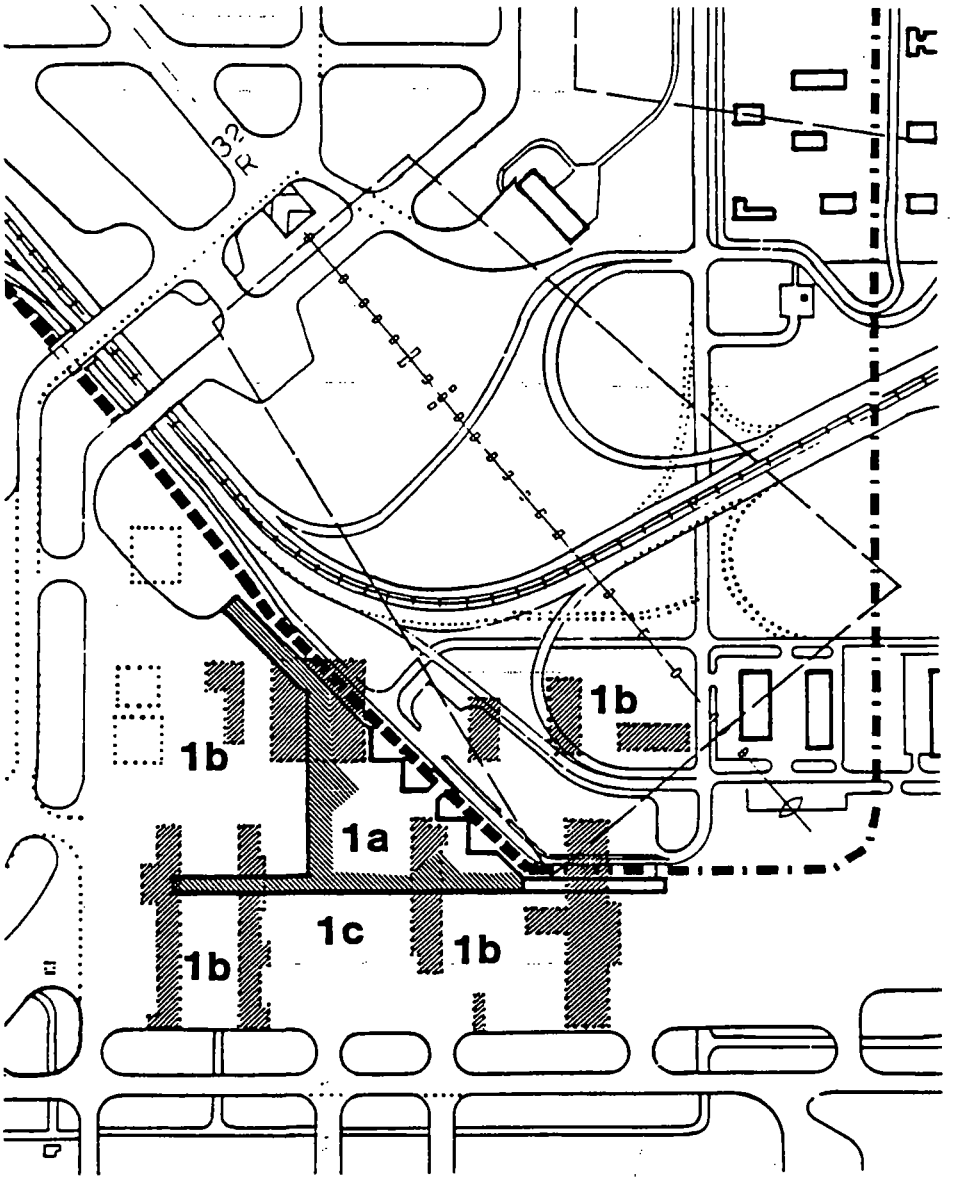
Airline Funded Total: $30,814,232

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Foreign Flag Terminal/ Concourse Area	$24,882,812	3/86	8/88	II
b.	Demo. Existing Buildings (Post Office, Cargo and Freight Buildings, Share with IT-2)	$ 689,748	3/86	6/86	II
c.	Utility Service (Share with IT-2)	$ 5,241,672	3/86	2/87	II

Project Scope:

This project provides for the construction of 182,750 square feet of terminal space for foreign flag airlines. This provides for exclusive and joint use airline spaces, as well as, public spaces in the terminal and concourses of the proposed International Terminal. Also included is the demolition of the Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Existing buildings will be demolished. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with Project IT-2.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

International Terminal
Foreign Flag Areas

IT-1

AIRPORT DEVELOPMENT PLAN.

Number: IT-2 Date: 1/17/83

Name: Federal Inspection Facilities

Airline Funded Total: $31,559,106

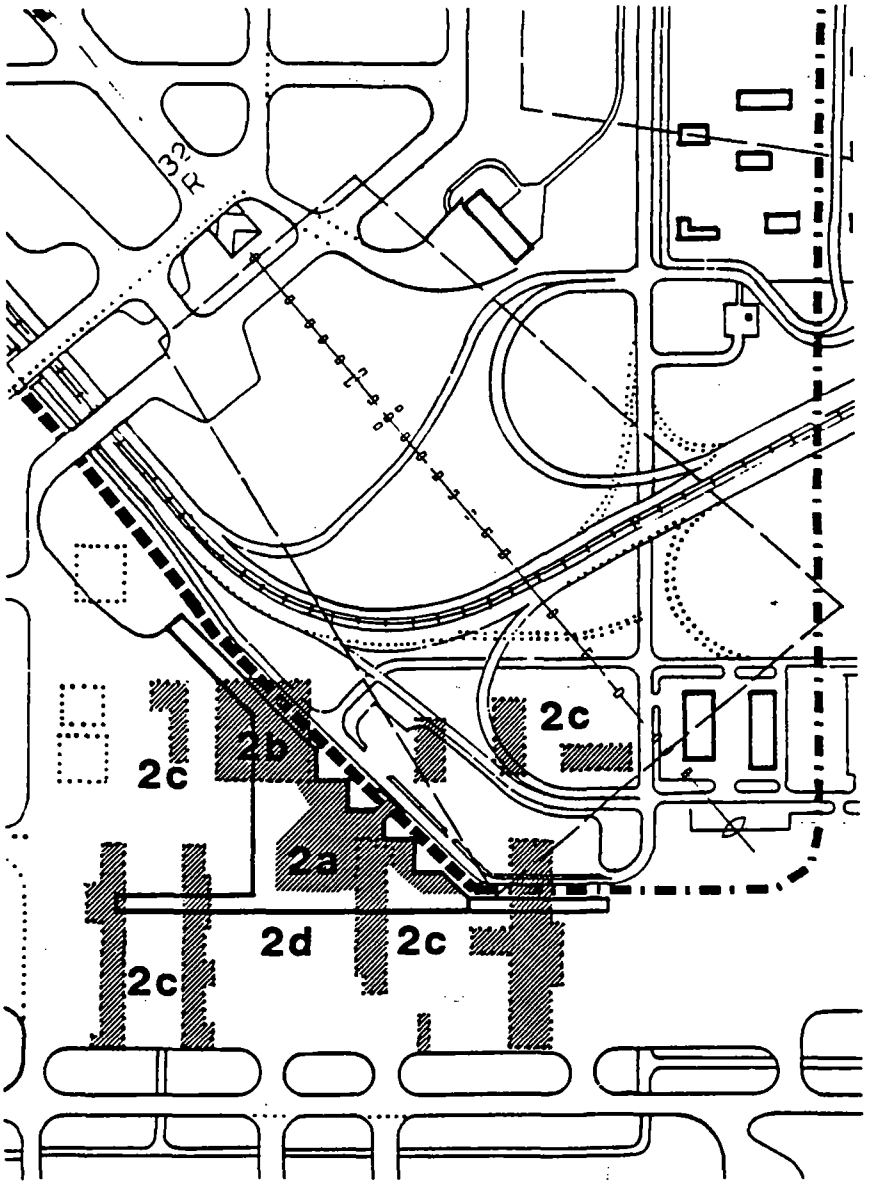
Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Federal Inspection Area	$20,051,550	6/86	8/88	II
b.	Terminal/Concourse Areas (Non-Foreign Flag)	$ 5,576,138	3/86	8/88	II

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
c.	Demolition of Existing Buildings (Share with IT-1)	$ 689,746	3/86	6/86	II
d.	Utility Service (Share with IT-1)	$5,241,672	3/86	2/87	II

Project Scope:

Included in this project are terminal building spaces in the International Terminal for the Federal Inspection area, and the non-foreign flag users of the International Terminal. The Federal Inspection area will provide 140,750 square feet of building space for the primary inspection area, inbound baggage claim area, offices and support space, and a sterile corridor leading from the aircraft to the FIS area. Terminal building space for exclusive, joint use and related public non-foreign flag airline spaces totals 39,500 square feet of building area. Also included is the demolition of the Joint Use Cargo Building No. 1, Joint Use Cargo Building No. 2, Flying Tiger, United Airlines, TWA, Emery Air Freight, KLM Cargo, Airborne Freight, WTC Freight and the Post Office buildings. Utility service for the foreign flag terminal spaces include the provision of storm sewers, telephone, electrical, sanitary sewers, water and gas system extension to the building. The demolition cost and utility development costs are shared with project TA-8.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Federal Inspection Facilities

IT-2

AIRPORT DEVELOPMENT PLAN.

Number: IT-3 Date: 1/17/83

Name: H & R Tunnels

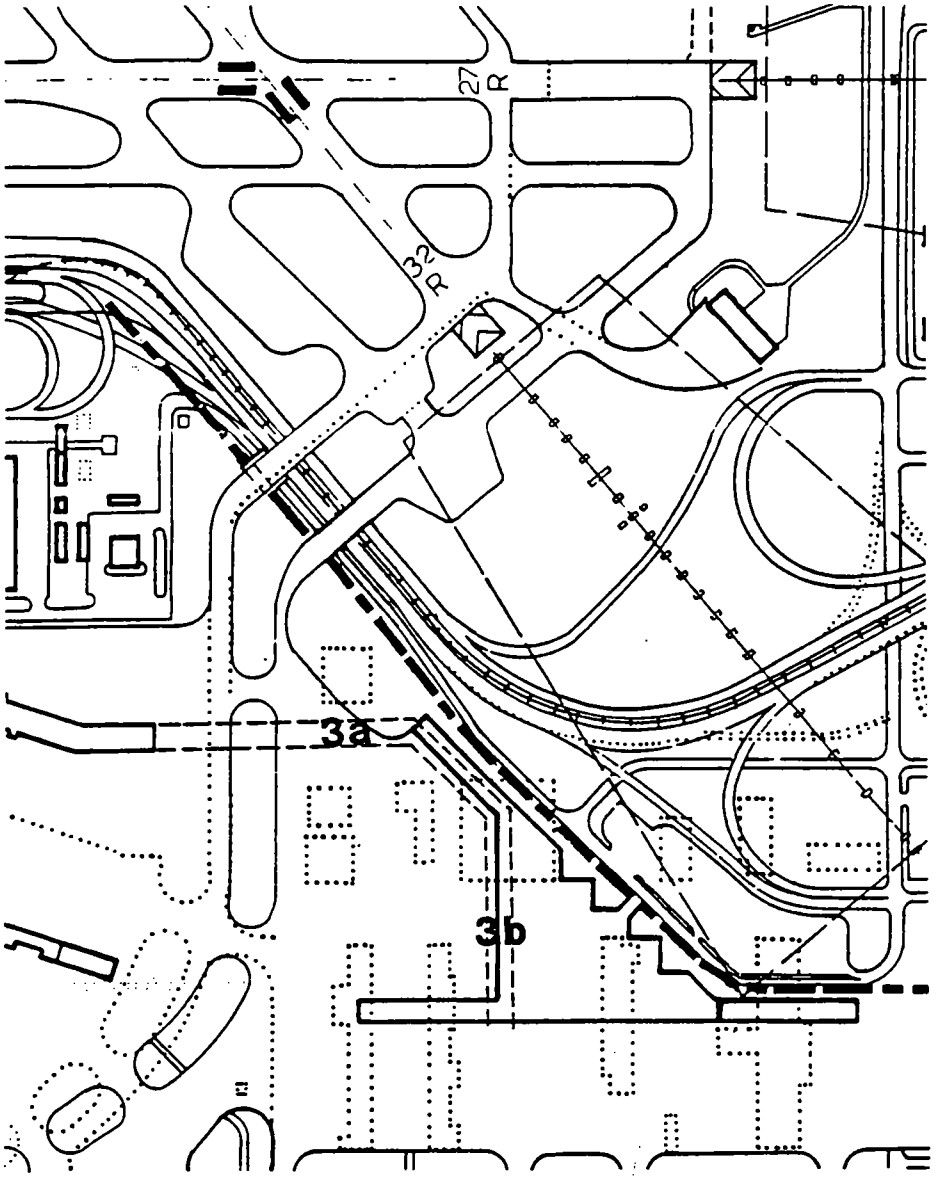
Airline Funded Total: $9,287,460

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Tunnel and Pipe to International (From Concourse L)	$2,619,540	4/83	12/86	II
b. Tunnel and Pipe at International	$6,667,920	4/83	12/86	II

Project Scope:

This project includes the extension of the utility tunnel and piping system to the International Terminal. The system will extend from the L Concourse branch of the "Ring Tunnel" and extend under the Inner/Outer Taxiway system and International Apron to the terminal building. Additional sections of the tunnel and piping systems will be constructed throughout the International Terminal building.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

H&R Tunnels

IT-3

AIRPORT DEVELOPMENT PLAN.

Number: IT-4 Date: 1/17/83

Name: H & R Plant Expansion (Share with TA-9)

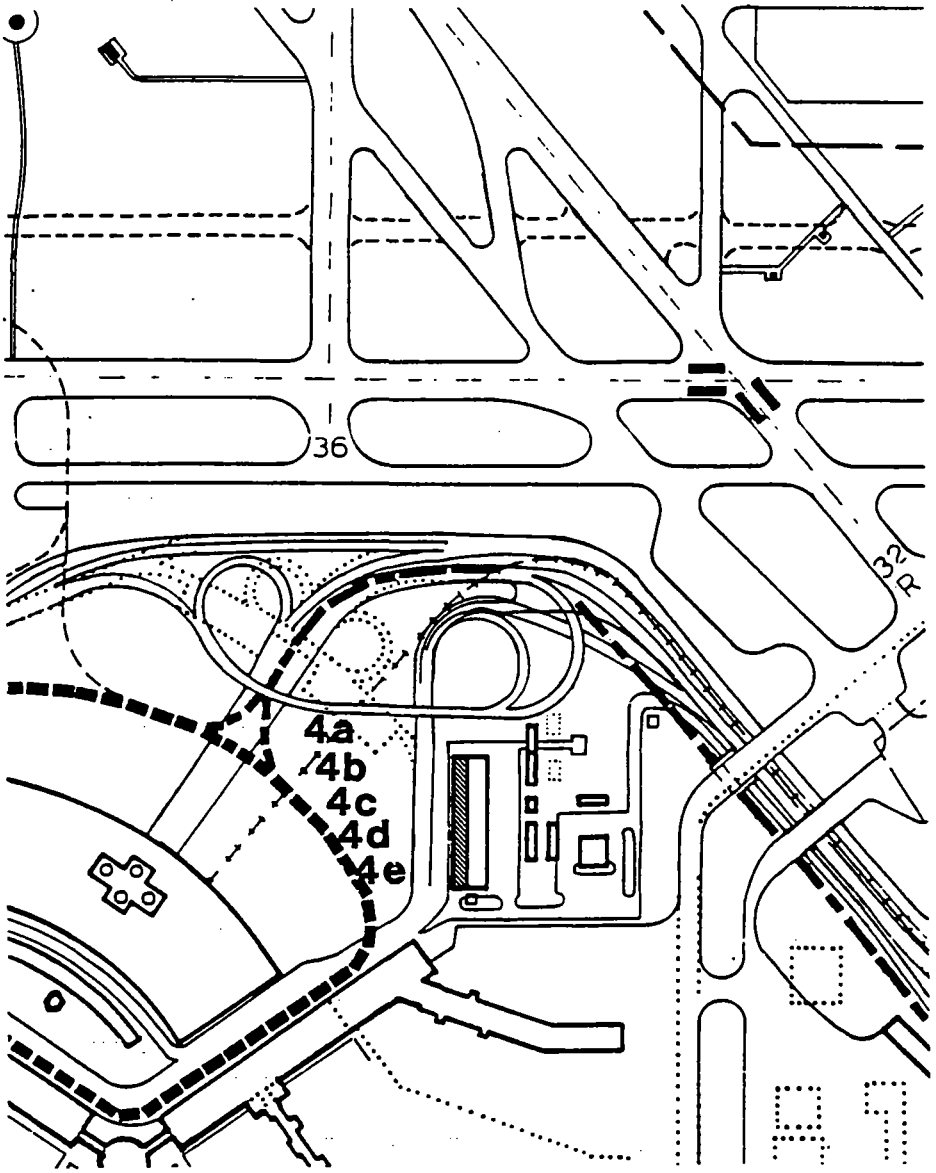
Airline Funded Total: $2,690,297

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Building Addition	$698,625	9/84	8/85	II
b.	HTW Generators	$397,440	4/84	10/85	II
c.	4,000-Ton Chiller (Category 1)	$298,080	5/83	9/84	I
	4,000-Ton Chiller	$298,080	4/84	10/85	II
d.	Supervisory System	$499,036	4/84	10/85	II
e.	Electrical Equipment	$499,036	4/84	10/85	II

Project Scope:

This project provides for a 75,000 square foot expansion of the H & R Plant and new equipment which includes two High Temperature Water Generators, two 4,000-Ton Chillers, a supervisory system and all related electrical components.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

H&R Plant Expansion
(Share with TA-9)

IT-4

AIRPORT DEVELOPMENT PLAN.

Number: IT-5 Date: 1/17/83

Name: Cargo and Freight Forwarder Relocations (Share with TA-8)

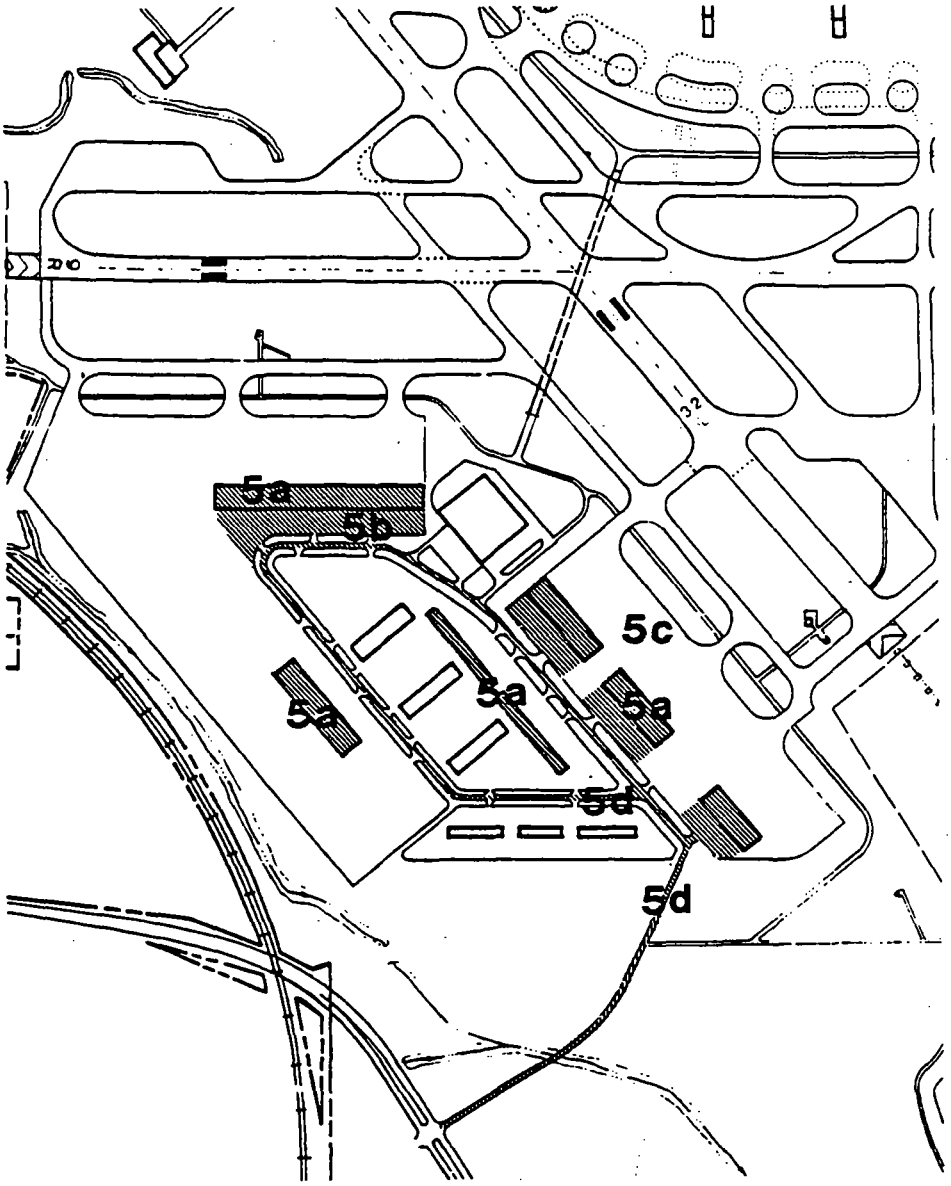
Airline Funded Total: $6,350,235

Components	Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a. Replacement of Cargo and Freight Buildings	$4,056,743	10/84	2/86	II
b. Associated Utilities	$1,983,502	10/84	7/85	II
c. Access Road to Cargo	$ 309,990	4/85	9/85	II

Project Scope:

Included in this project are fund allocations for replacement of cargo and freight buildings as well as related truck aprons. The installation and development of new access roads and utility systems is also included as a part of the new southwest cargo site development. Allowances will reflect a pro rata share of total square footage of facilities to be relocated including No. 1, Joint Use Cargo Building No. 2, Flying Tigers, United Airlines, TWA, Emery Air Freight, Airborne, KLM Cargo and WTC Air Freight.

AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Cargo and Freight Forwarder
Relocations (Share With TA-8)

IT-5

AIRPORT DEVELOPMENT PLAN.

Number: IT-6 Date: 1/17/83

Name: Post Office (Share with TA-12)

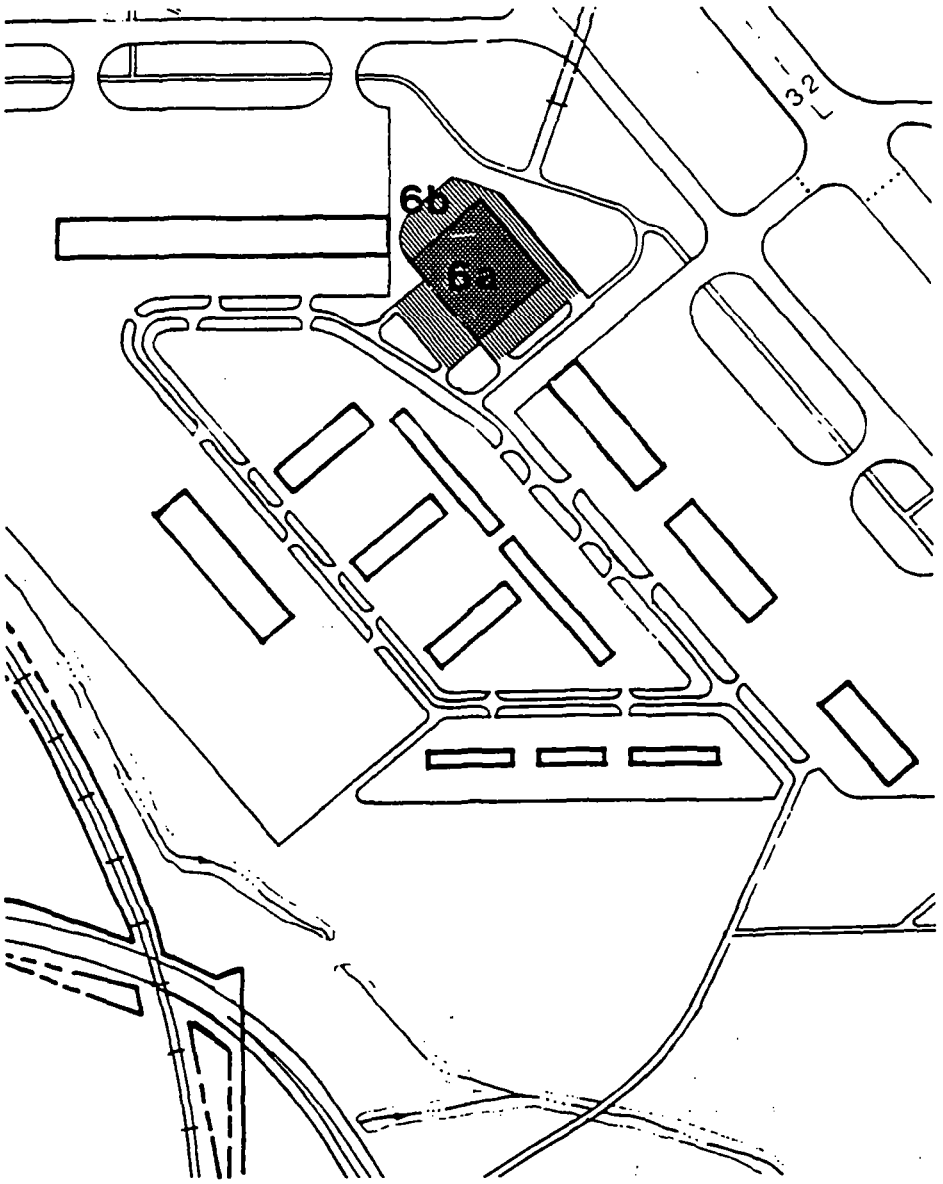
Airline Funded Total: $246,172

Components		Airline Funded Cost	Estimated Start	Constr. Complete	Funding Priority
a.	Post Office	$142,222	11/84	2/86	II
b.	Truck Apron	$103,950	5/85	7/85	II

Project Scope:

This project provides for the replacement of the existing Post Office building. The new/replacement facility is to be constructed in the southwest cargo site. The costs for this project include new construction of a building, associated truck apron and parking areas and reflect the net present value of the existing facilities.

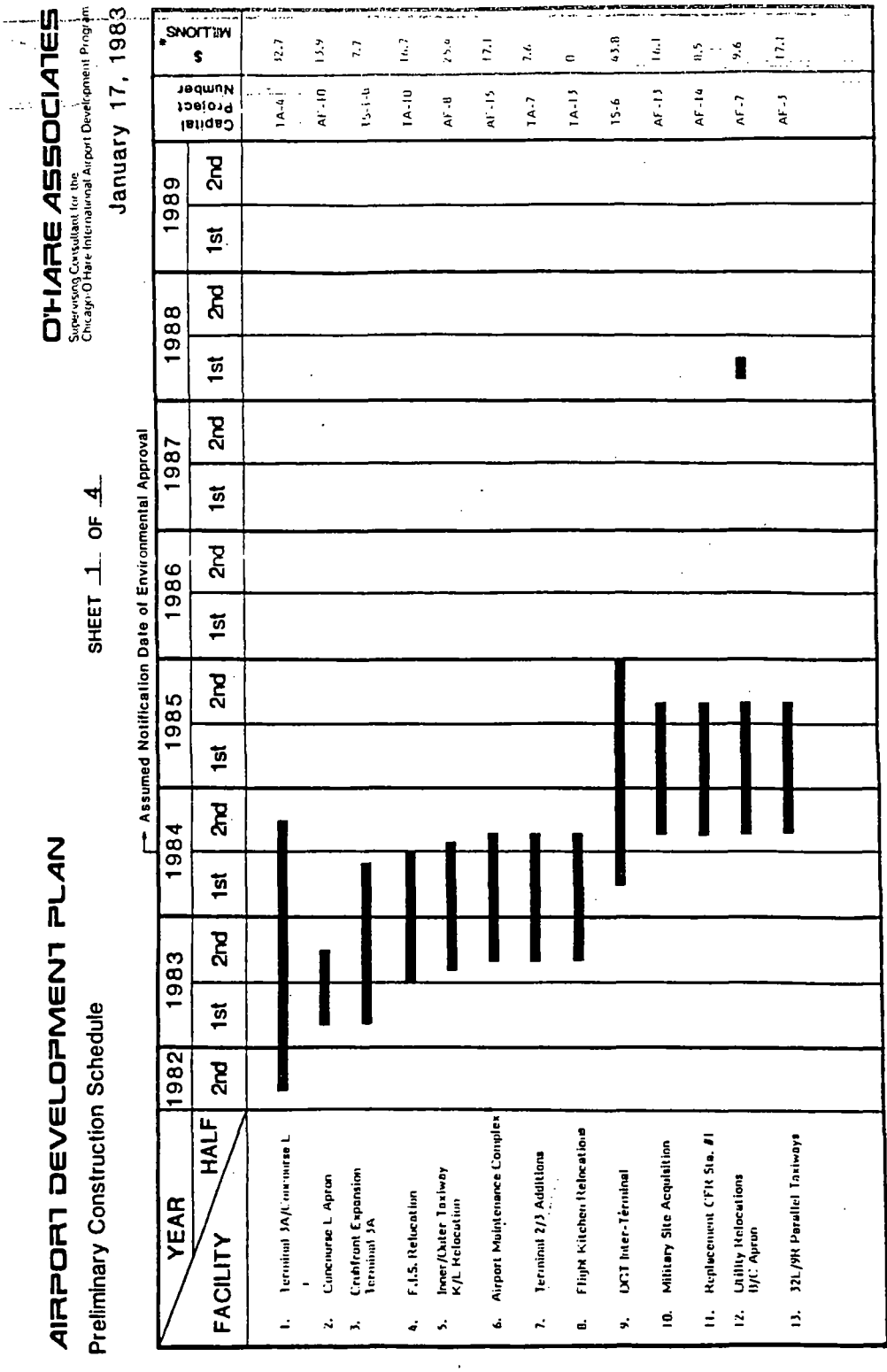
AIRPORT DEVELOPMENT PLAN



↑ 11.17.82

Post Office (Share with TA-12)

IT-6


AIRPORT DEVELOPMENT PLAN
Preliminary Construction Schedule
O'HARE ASSOCIATES
Supervising Consultant for the
Chicago O'Hare International Airport Development Program
SHEET 1 OF 4
January 17, 1983
Assumed Notification Date of Environmental Approval
FACILITY
YEAR
HALF
1982 2nd
1983 1st 2nd
1984 1st 2nd
1985 1st 2nd
1986 1st 2nd
1987 1st 2nd
1988 1st 2nd
1989 1st 2nd
Capital Project Number
MILLIONS $*
1. Terminal 3A/Concourse L
2. Concourse L Apron
3. Crabfront Expansion Terminal 3A
4. F.I.S. Relocation
5. Inner/Outer Taxiway K/L Relocation
6. Airport Maintenance Complex
7. Terminal 2/3 Additions
8. Flight Kitchen Relocations
9. UCT Inter-Terminal
10. Military Site Acquisition
11. Replacement CFR Sta. #1
12. Utility Relocations U/C Apron
13. 32L/9R Parallel Taxiways
TA-4
AF-10
TA-10
AF-8
AF-15
TA-7
TA-13
15-6
AF-13
AF-14
AF-7
AF-3
12.7
13.9
7.7
16.2
25.0
17.1
7.6
0
43.8
16.1
11.5
9.6
17.1
* Includes Construction Cost & Allowance of 8% A/E Fees,in 1982 Dollars

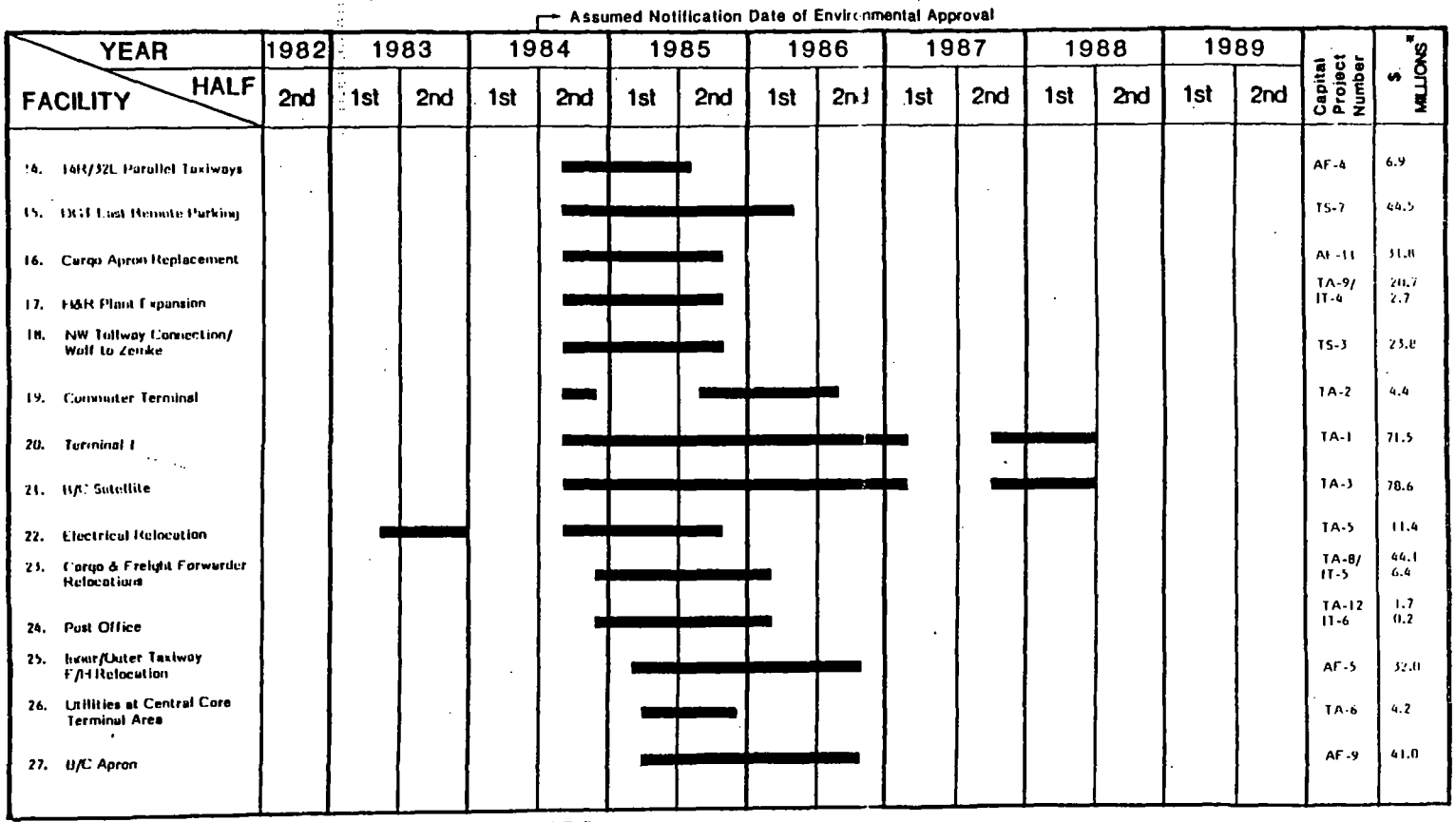
AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

SHEET 2 OF 4

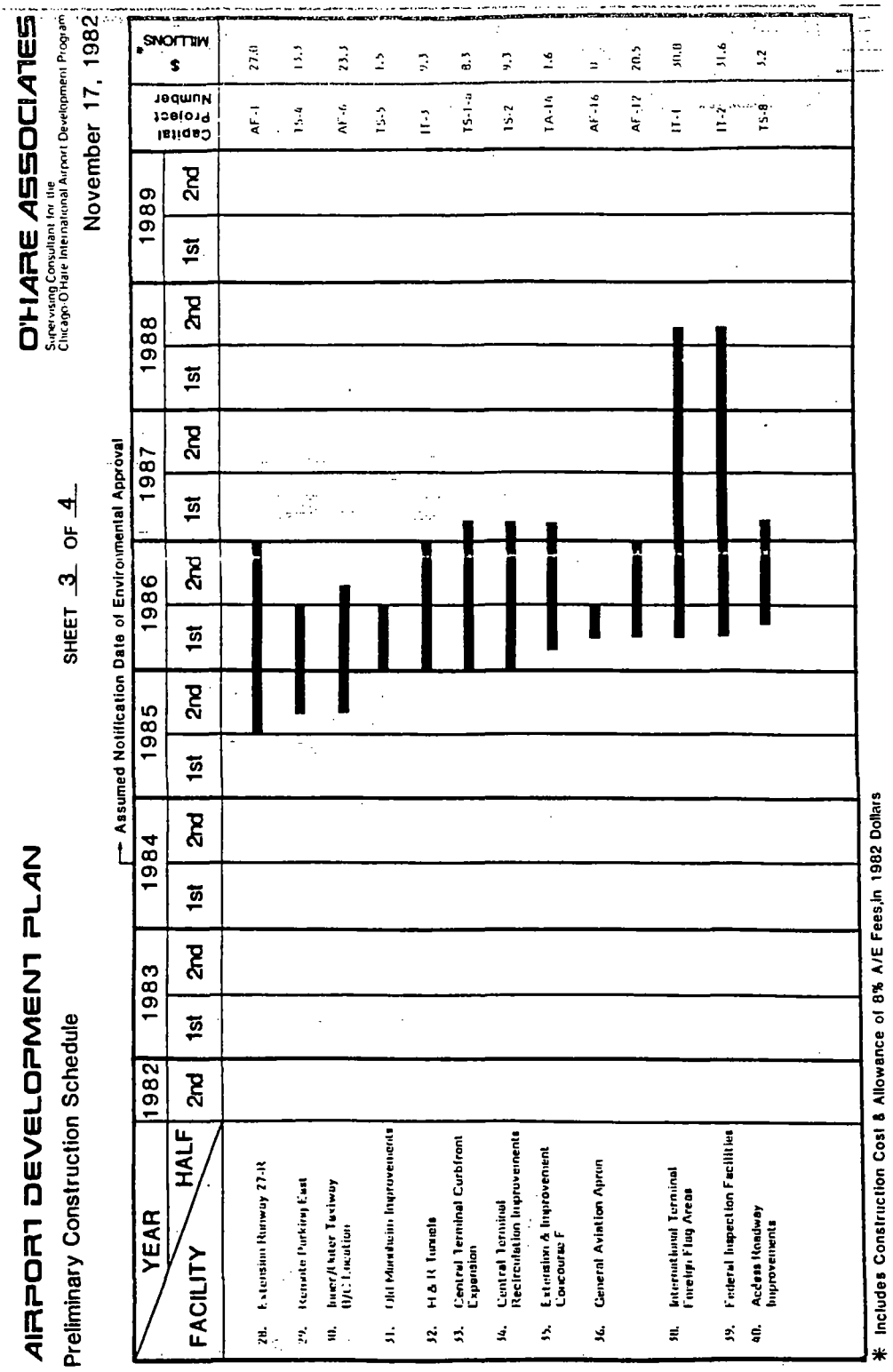
O'HARE ASSOCIATES
Supervising Consultant for the
Chicago O'Hare International Airport Development Program

November 17, 1982



FACILITY	Capital Project Number	$ MILLIONS*
14. 14R/32L Parallel Taxiways	AF-4	6.9
15. ESE Last Remote Parking	TS-7	44.5
16. Cargo Apron Replacement	AF-11	31.8
17. H&R Plant Expansion	TA-9/ IT-4	20.7 2.7
18. NW Tollway Connection/ Wolf to Zenke	TS-3	23.8
19. Commuter Terminal	TA-2	4.4
20. Terminal I	TA-1	71.5
21. U/C Satellite	TA-3	78.6
22. Electrical Relocation	TA-5	11.4
23. Cargo & Freight Forwarder Relocations	TA-8/ IT-5	44.1 6.4
24. Post Office	TA-12 IT-6	1.7 0.2
25. Inner/Outer Taxiway F/H Relocation	AF-5	32.0
26. Utilities at Central Core Terminal Area	TA-6	4.2
27. U/C Apron	AF-9	41.0

* Includes Construction Cost & Allowance of 8% A/E Fees, in 1982 Dollars


AIRPORT DEVELOPMENT PLAN
Preliminary Construction Schedule
O'HARE ASSOCIATES
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program
SHEET 3 OF 4
November 17, 1982
Assumed Notification Date of Environmental Approval
YEAR
HALF
FACILITY
1982 2nd
1983 1st 2nd
1984 1st 2nd
1985 1st 2nd
1986 1st 2nd
1987 1st 2nd
1988 1st 2nd
1989 1st 2nd
Capital Project Number
$ MILLIONS*
28. Extension Runway 27-R
29. Remote Parking East
30. Inner/Outer Taxiway U/C Relocation
31. Old Mannheim Improvements
32. I-88 & I-90 Tunnels
33. Central Terminal Curbfront Expansion
34. Central Terminal Recirculation Improvements
35. Extension A Improvement Concourse F
36. General Aviation Apron
38. International Terminal Fuselage Flag Areas
39. Federal Inspection Facilities
40. Access Roadway Improvements
AF-1 27.0
TS-4 15.5
AF-6 23.5
TS-5 1.5
IT-3 9.3
TS-1-a 8.3
TS-2 9.3
TA-14 1.6
AF-16 11
AF-12 20.5
IT-1 30.0
IT-2 31.6
TS-8 3.2
* Includes Construction Cost & Allowance of 8% A/E Fees,in 1982 Dollars

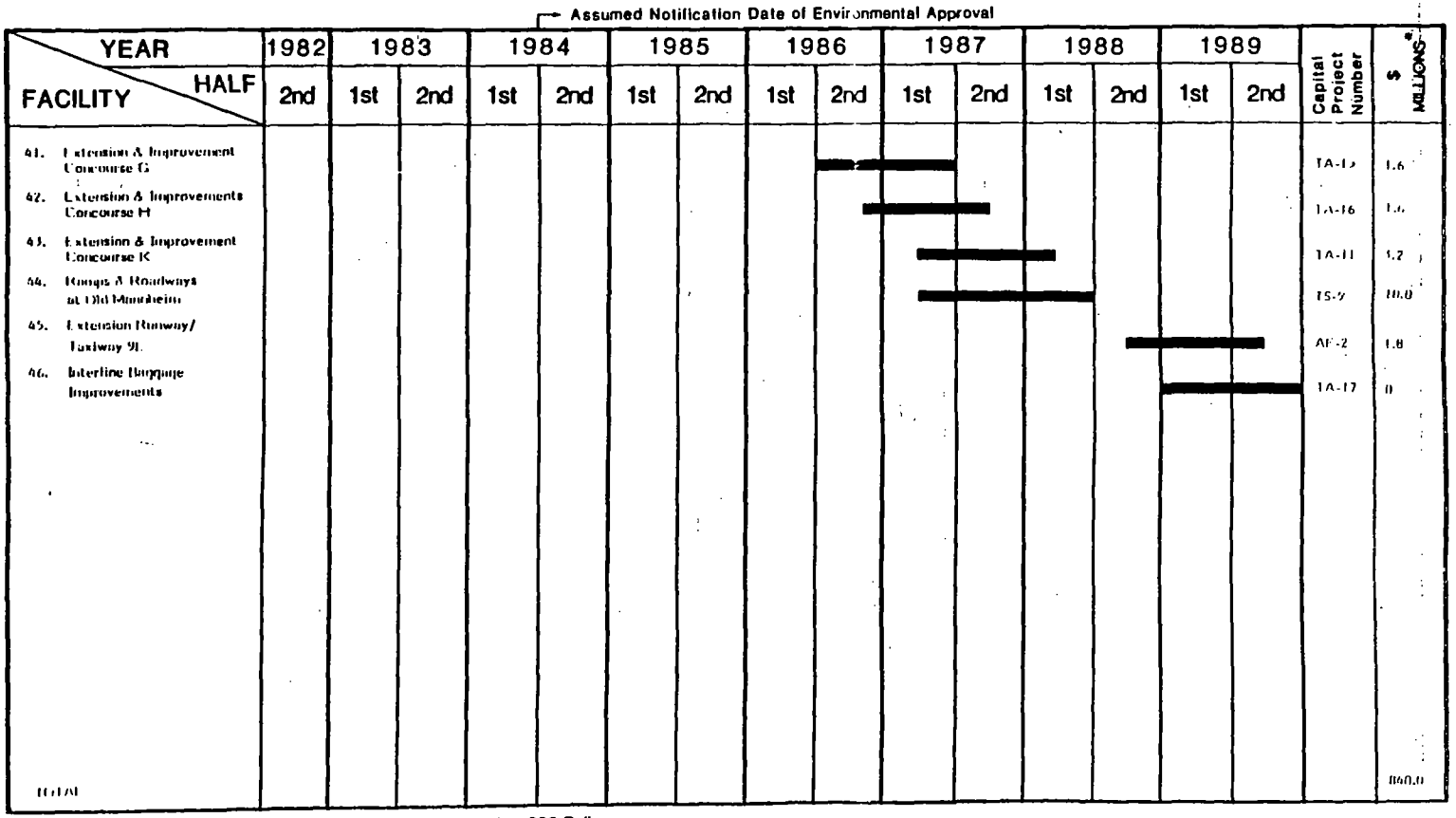
AIRPORT DEVELOPMENT PLAN

Preliminary Construction Schedule

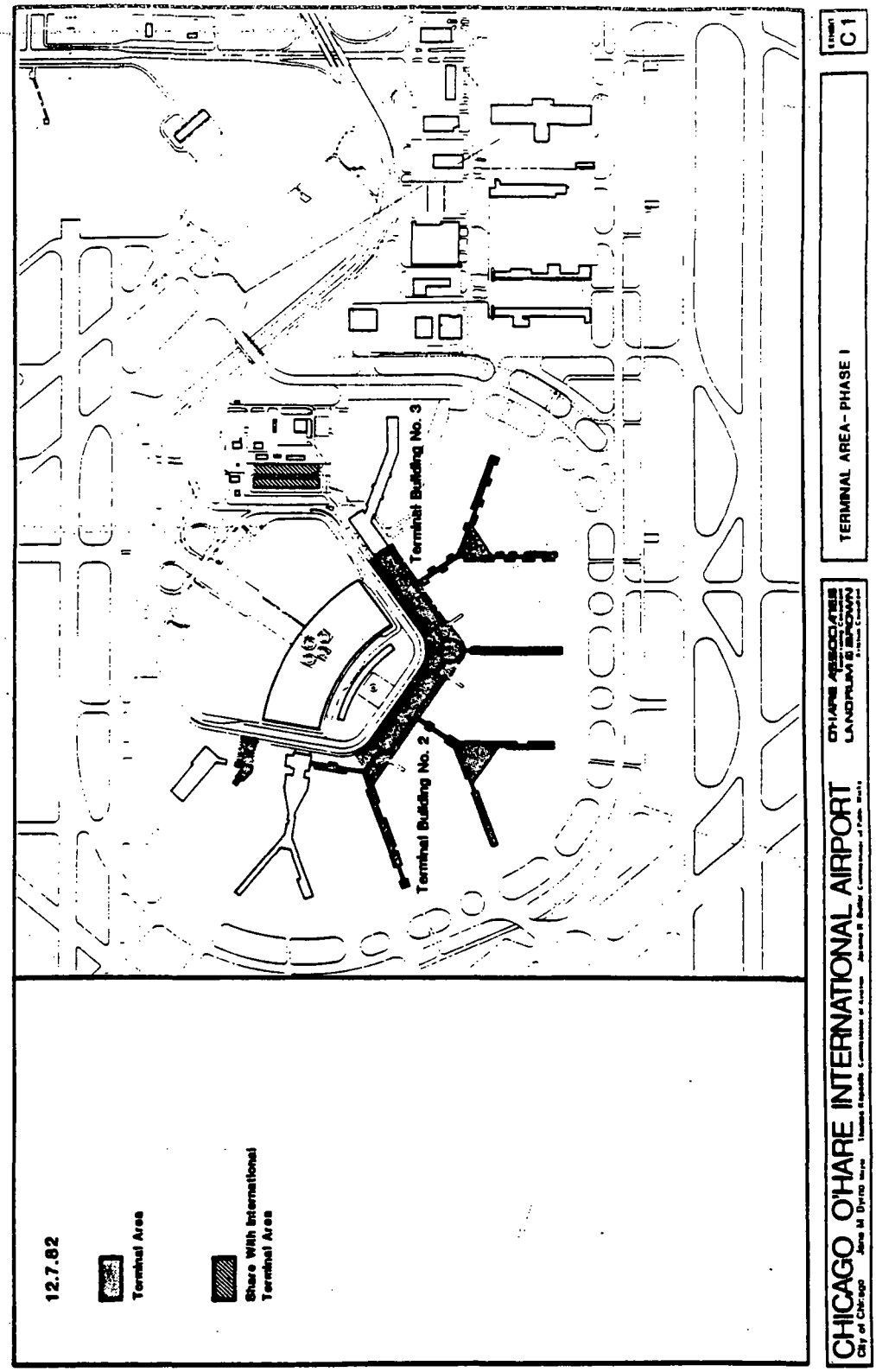
SHEET 4 OF 4

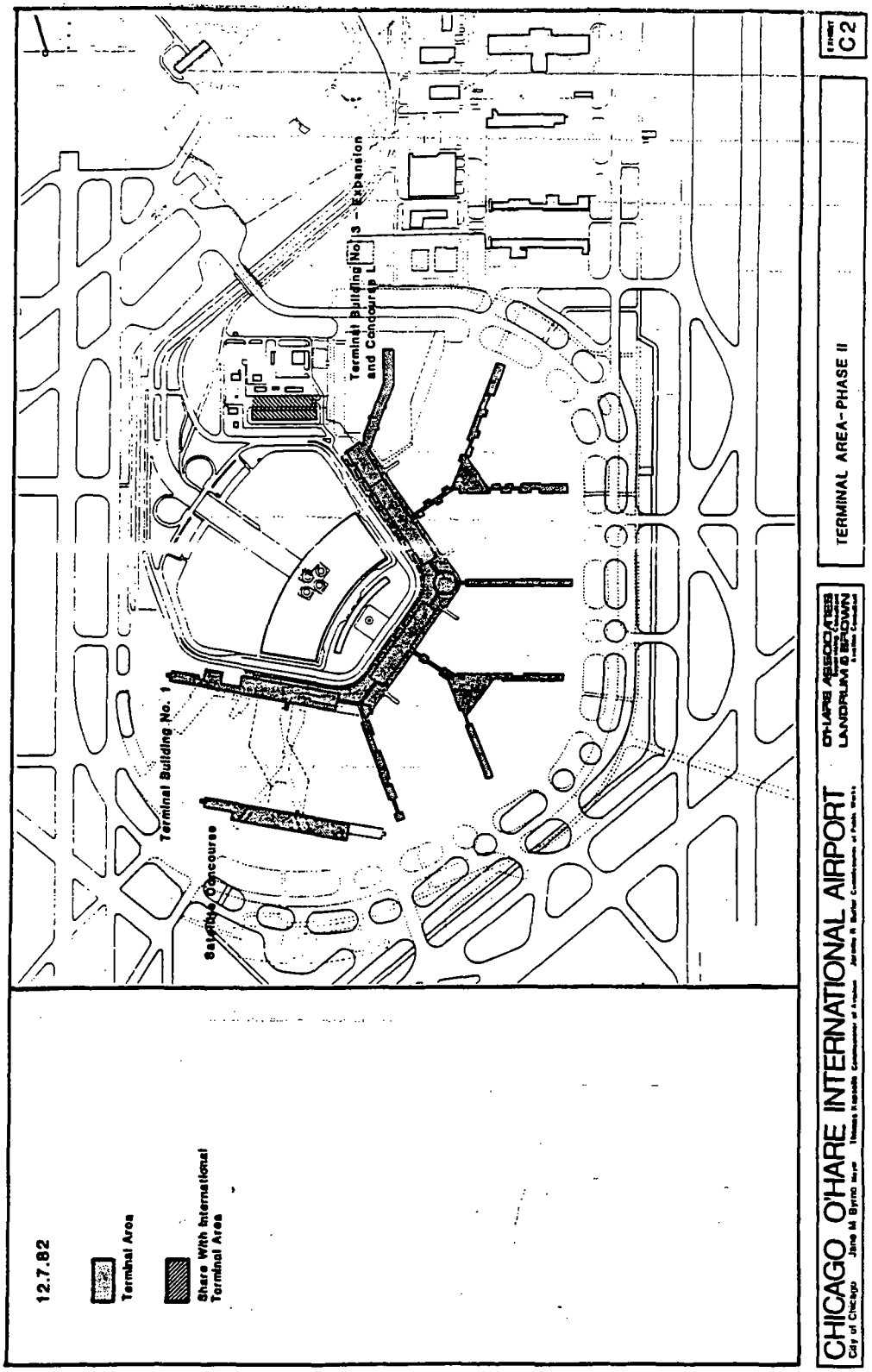
O'HARE ASSOCIATES
Supervising Consultant for the
Chicago-O'Hare International Airport Development Program

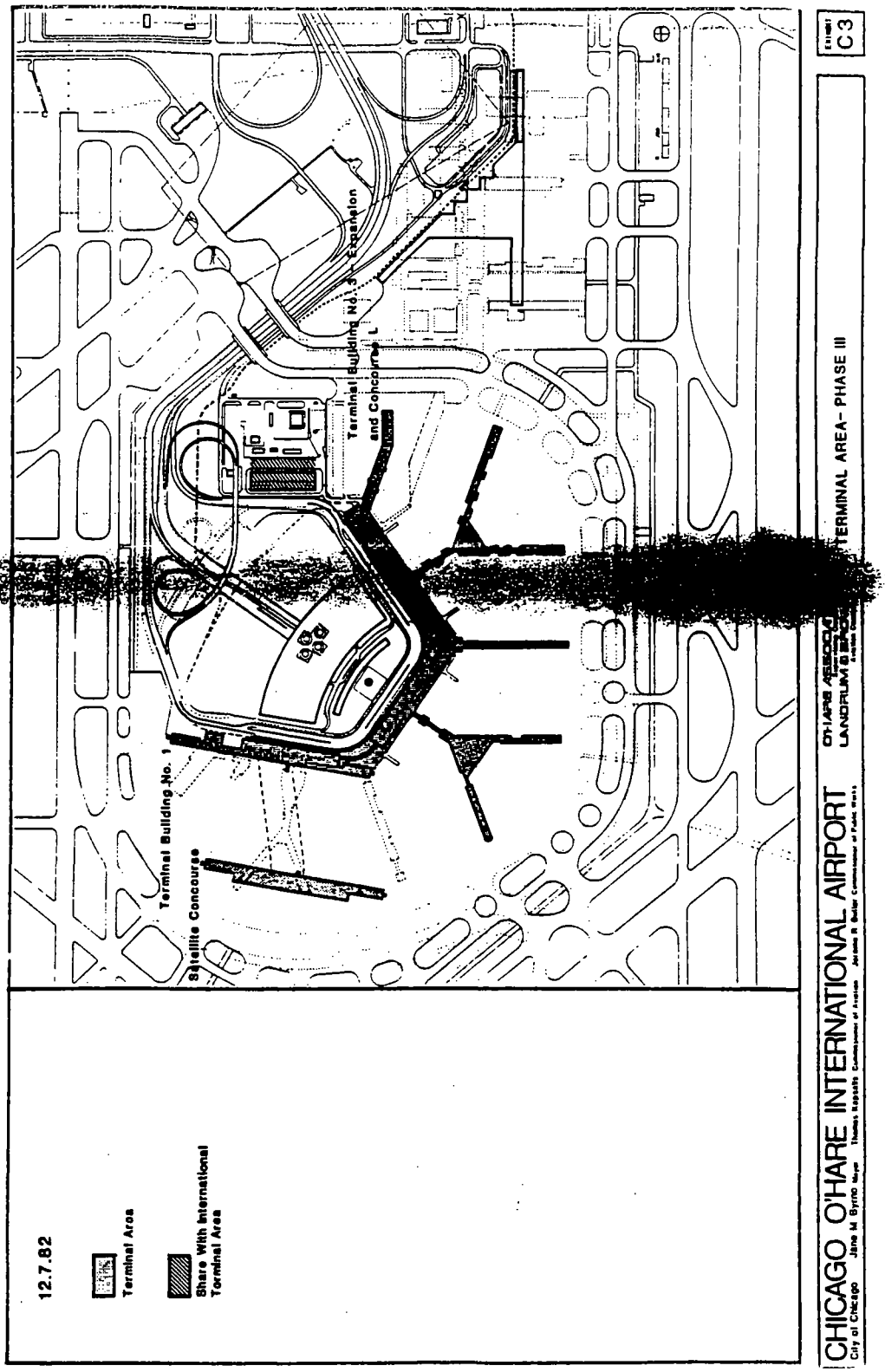
November 17, 1982

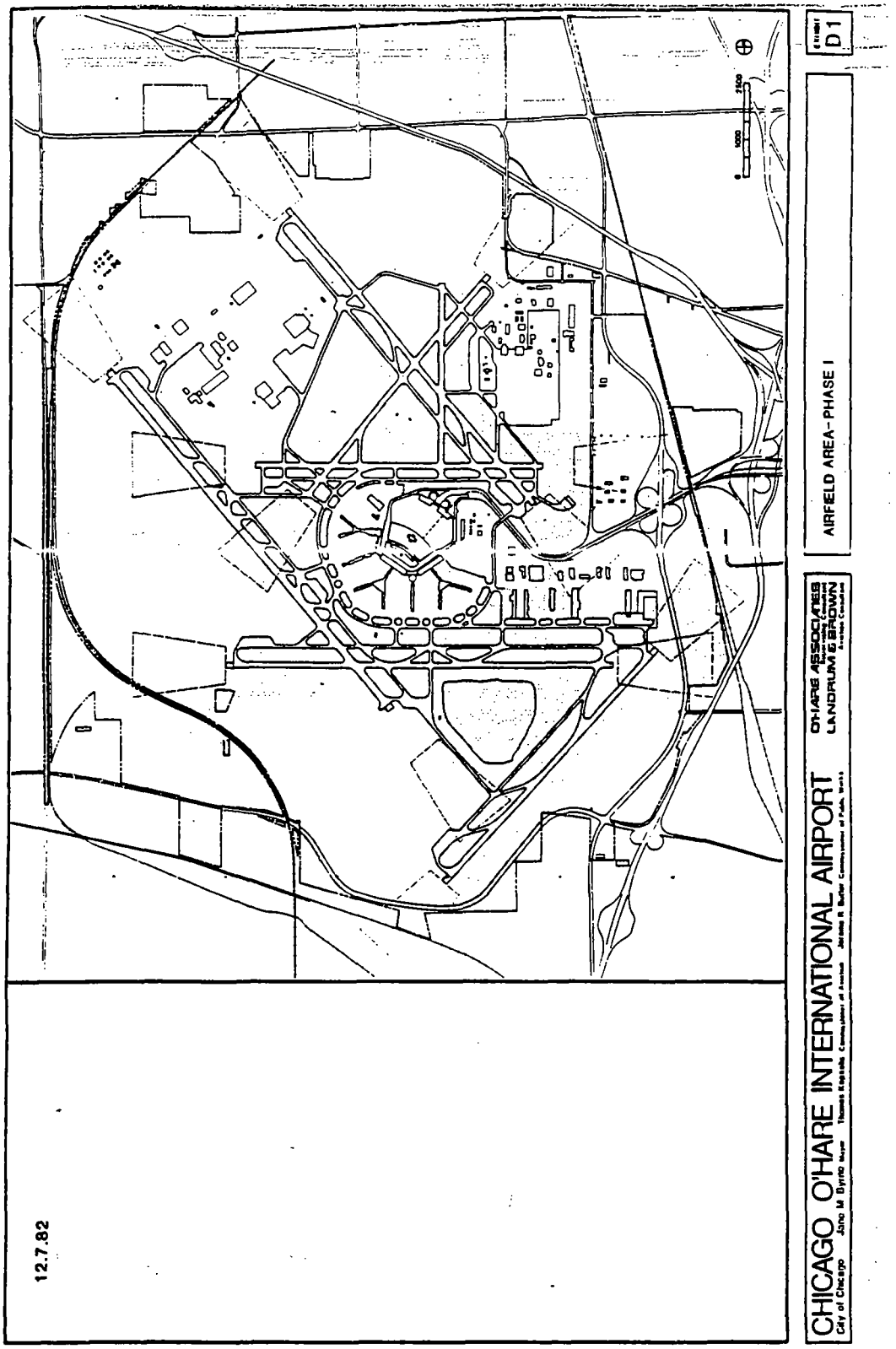


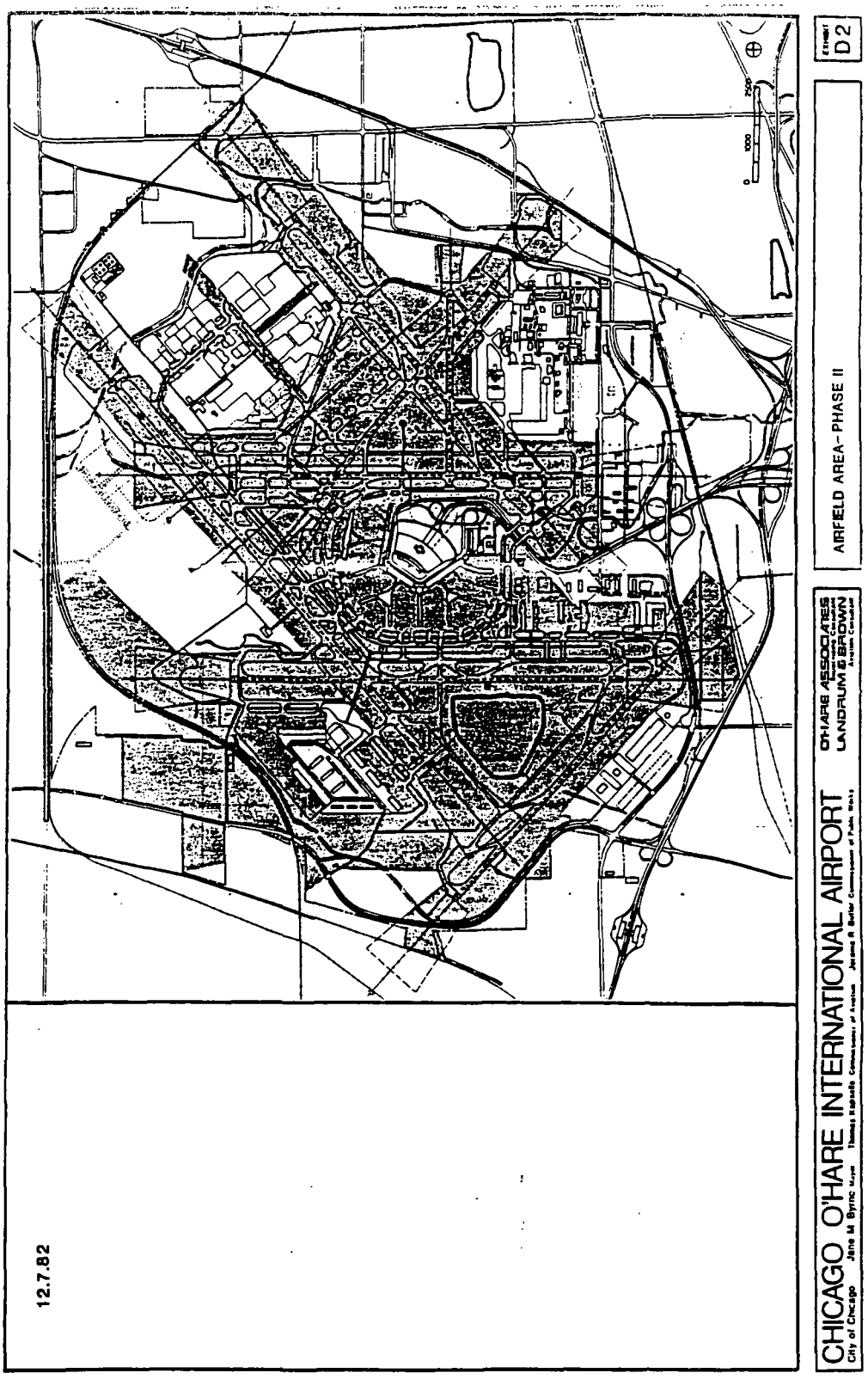
* Includes Construction Cost & Allowance of 8% A/E Fees,in 1982 Dollars

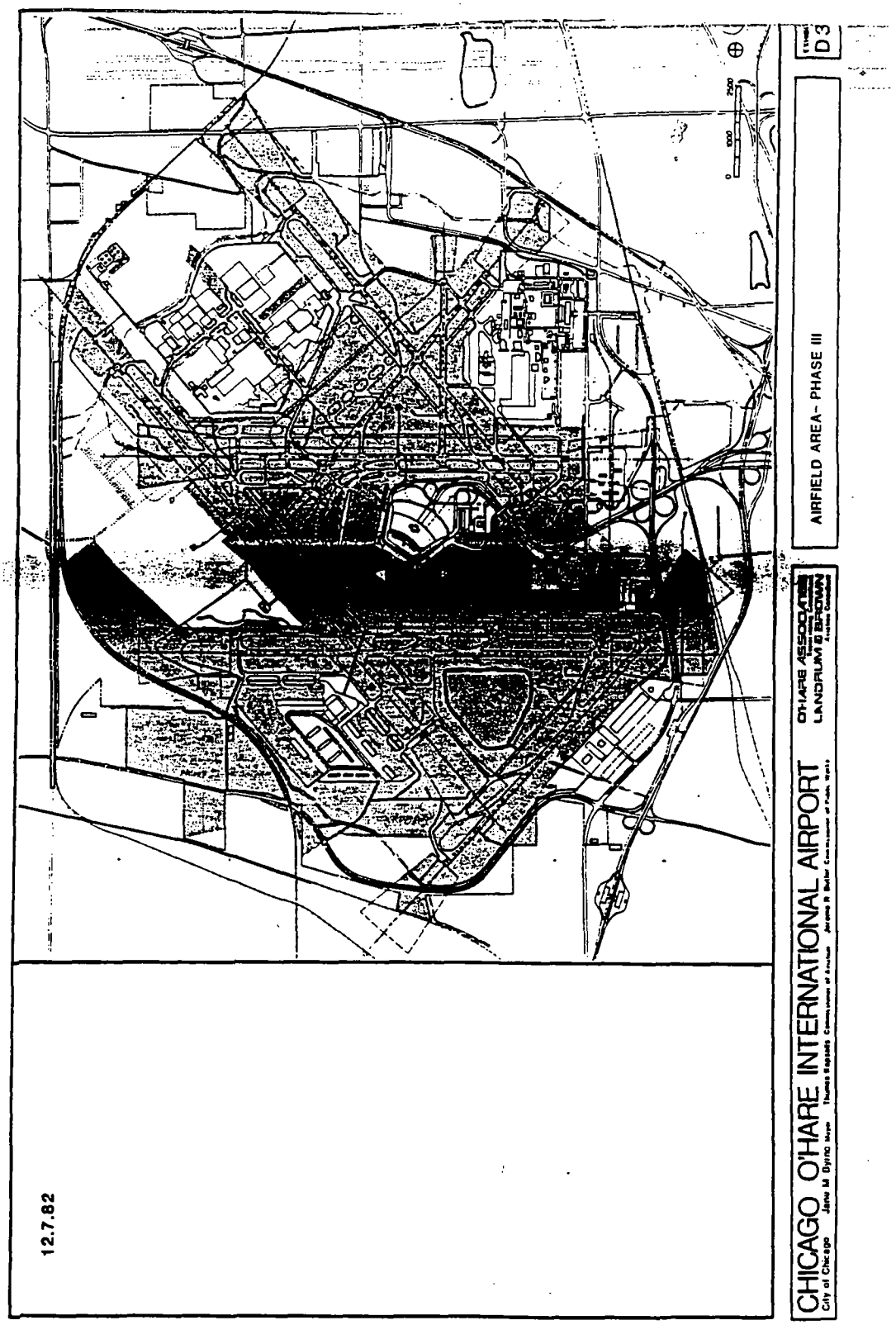

12.7.82
Terminal Area
Share With International Terminal Area
Terminal Building No. 3
Terminal Building No. 2
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHIARE ASSOCIATES
LANDRUM & BROWN
TERMINAL AREA - PHASE I
C1

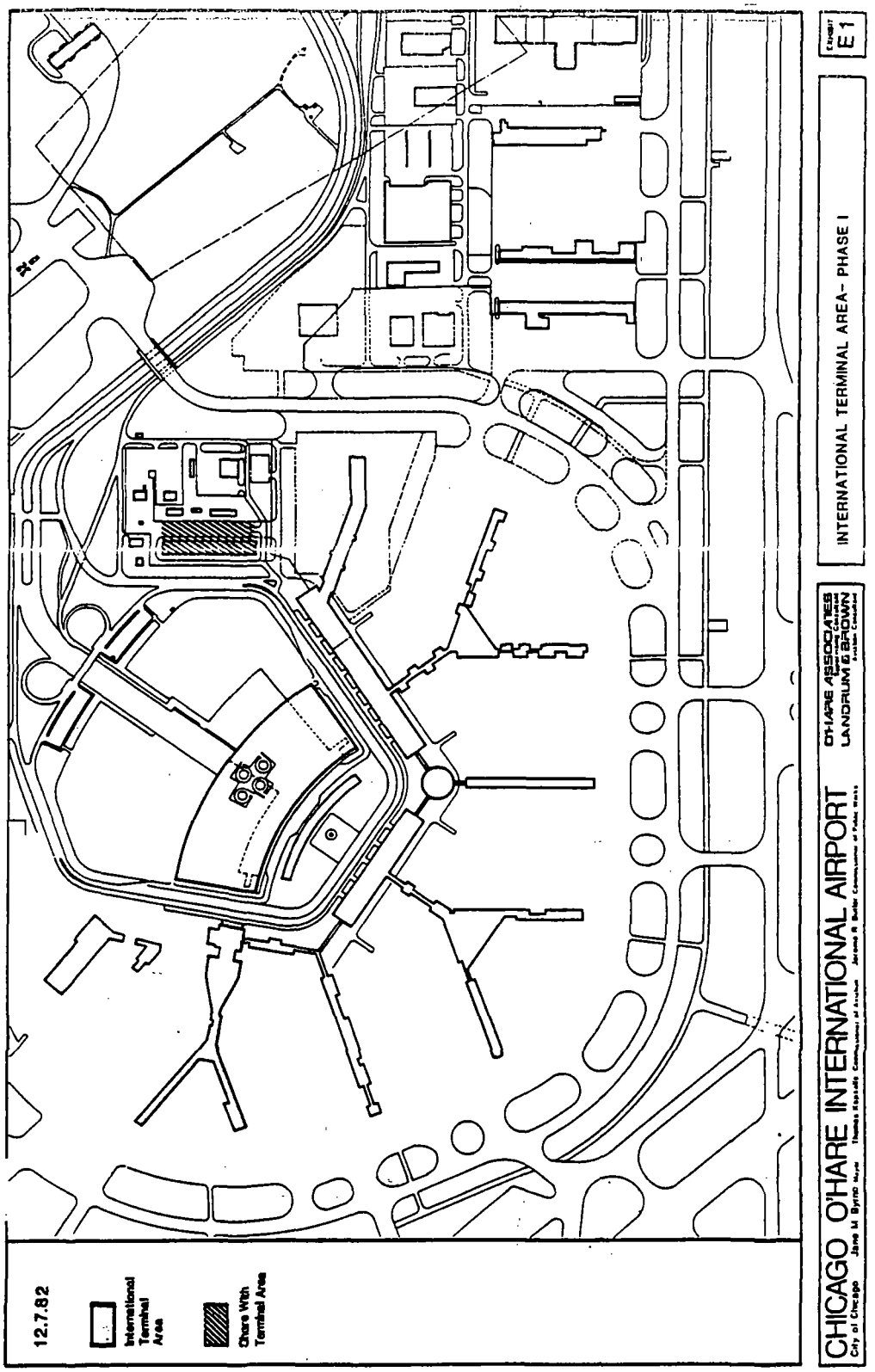

12.7.82
Terminal Area
Share With International Terminal Area
Terminal Building No. 1
Satellite Concourse
Terminal Building No. 3 - Expansion and Concourse L
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
TERMINAL AREA - PHASE II
C2

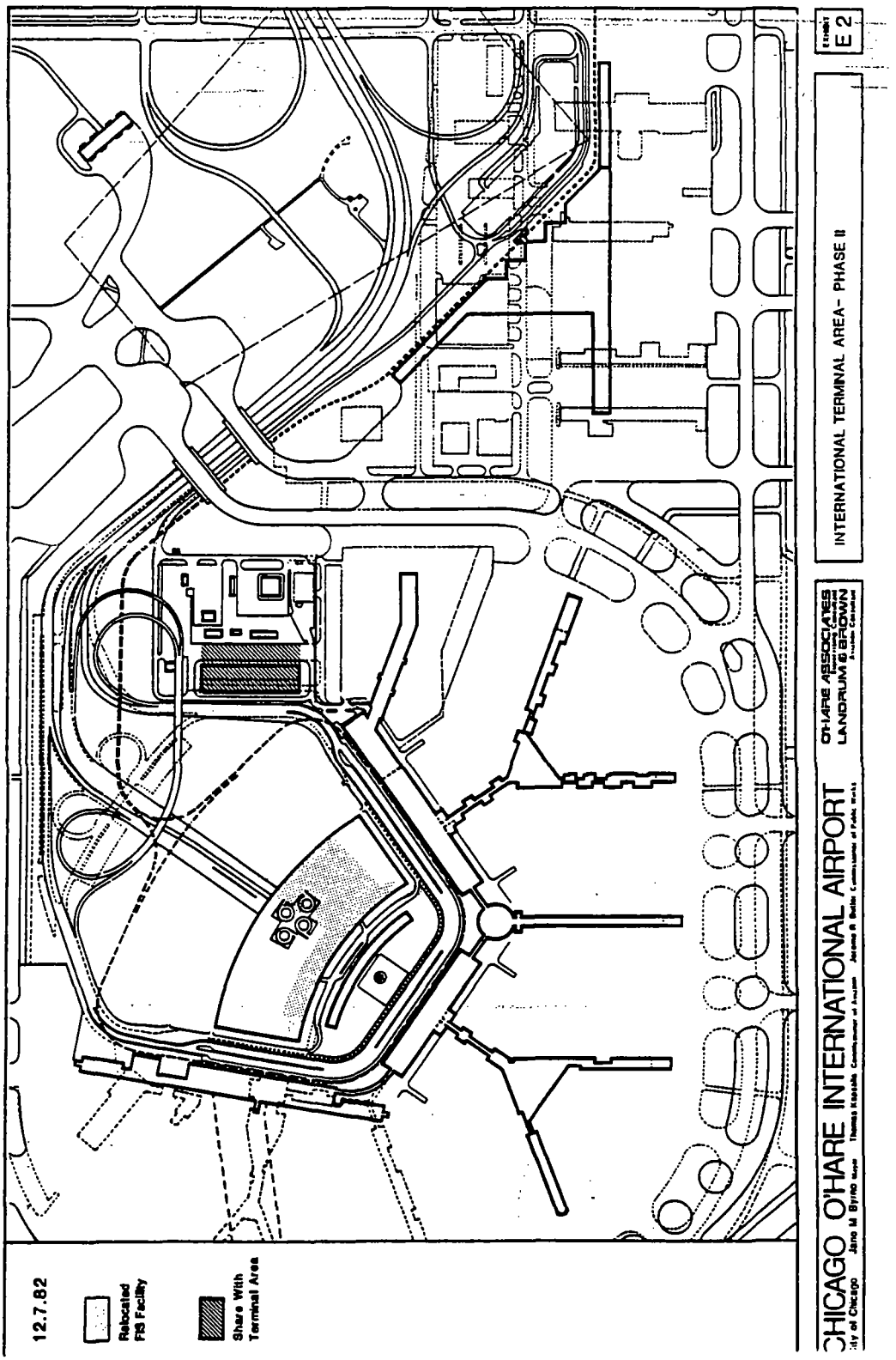

12.7.82
Terminal Area
Share With International Terminal Area
Terminal Building No. 1
Satellite Concourse
Terminal Building No. 3 Expansion and Concourse L
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
TERMINAL AREA- PHASE III
Exhibit C3

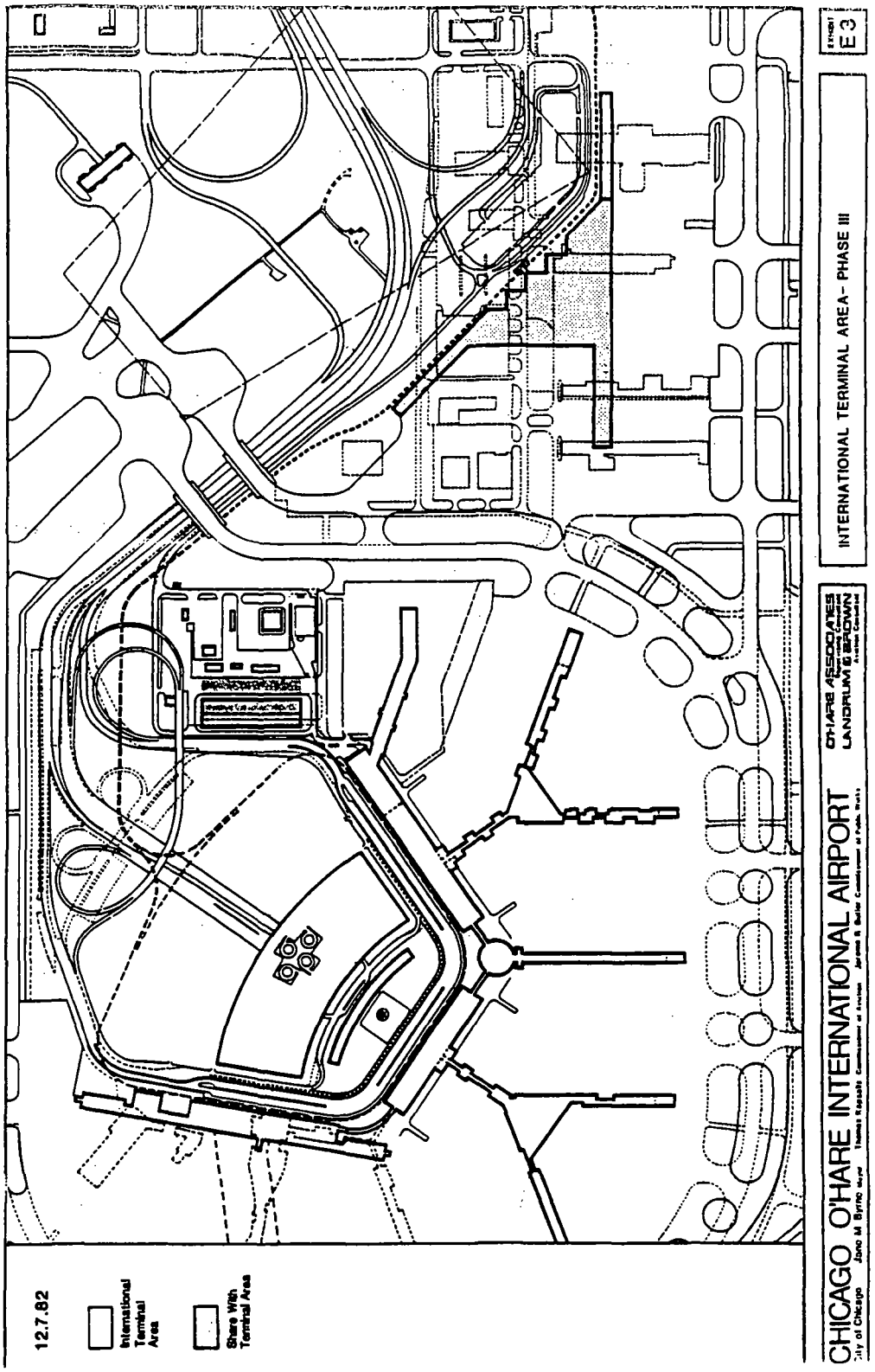

EXHIBIT D1
AIRFIELD AREA - PHASE I
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
12.7.82

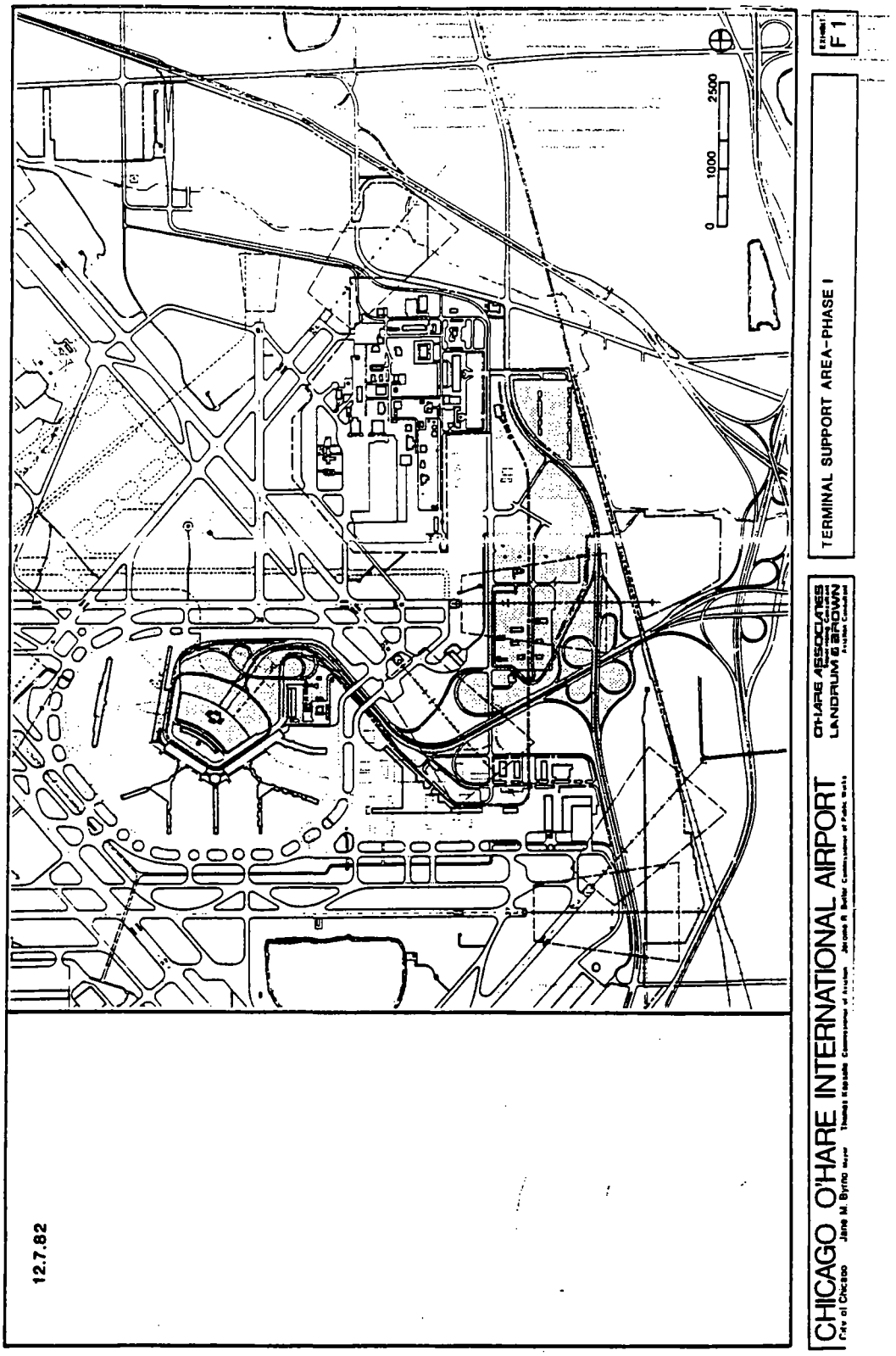

12.7.82
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRFIELD AREA - PHASE II
EXHIBIT D2

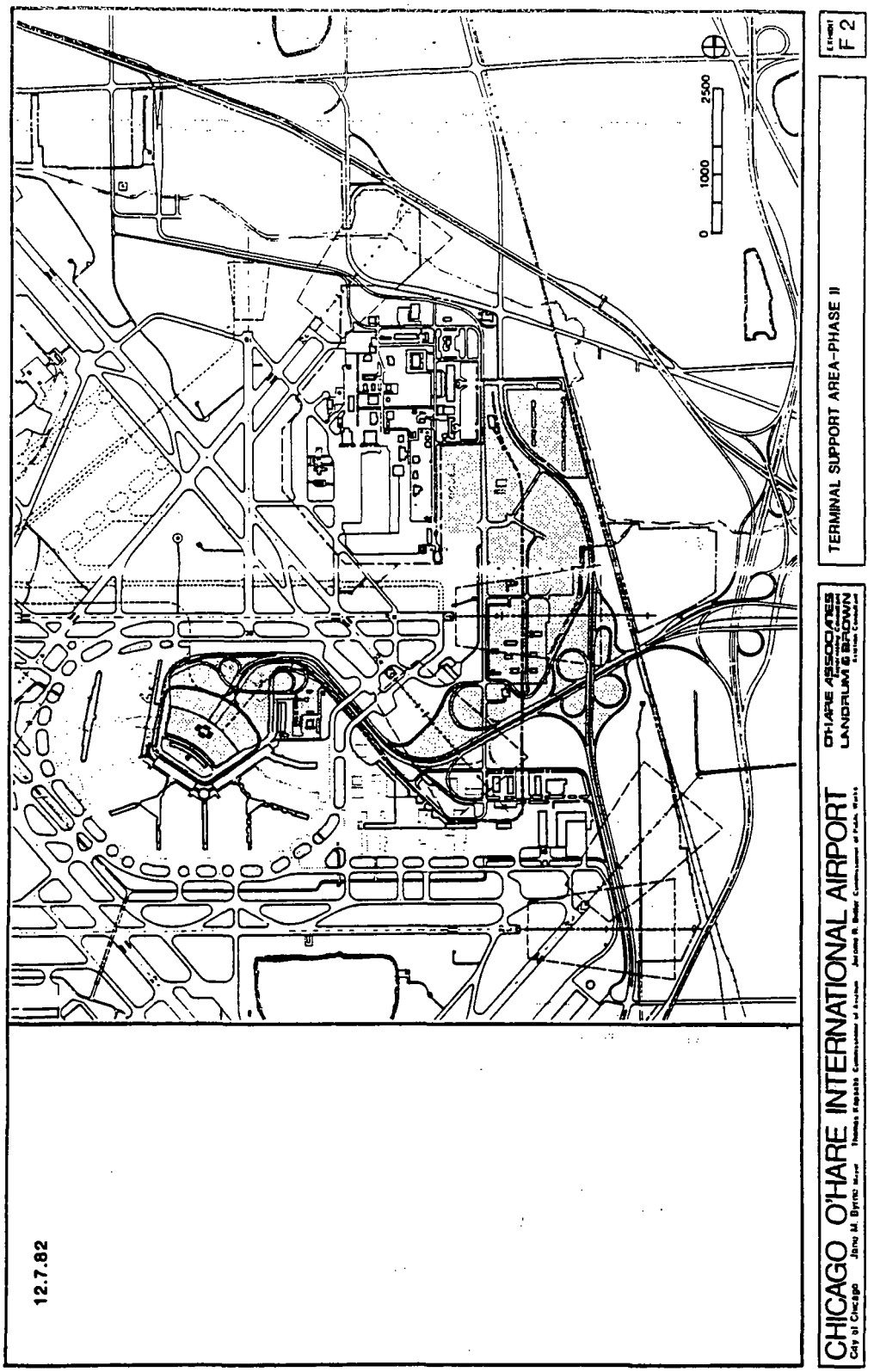

CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
AIRFIELD AREA - PHASE III
D-3
12.7.82

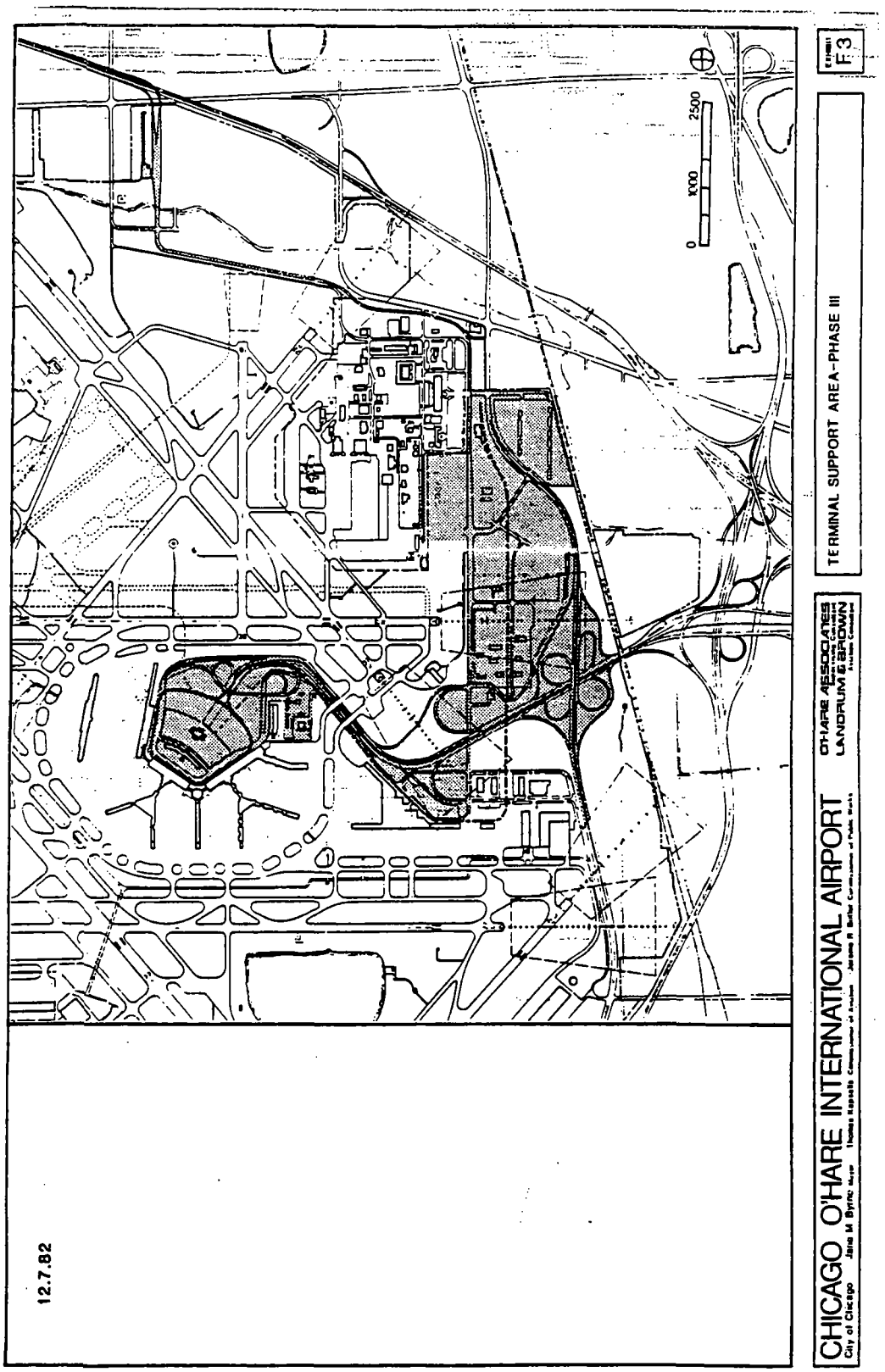

12.7.82
International Terminal Area
Share With Terminal Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LA NORUM & BROWN
INTERNATIONAL TERMINAL AREA - PHASE I
Exhibit E1

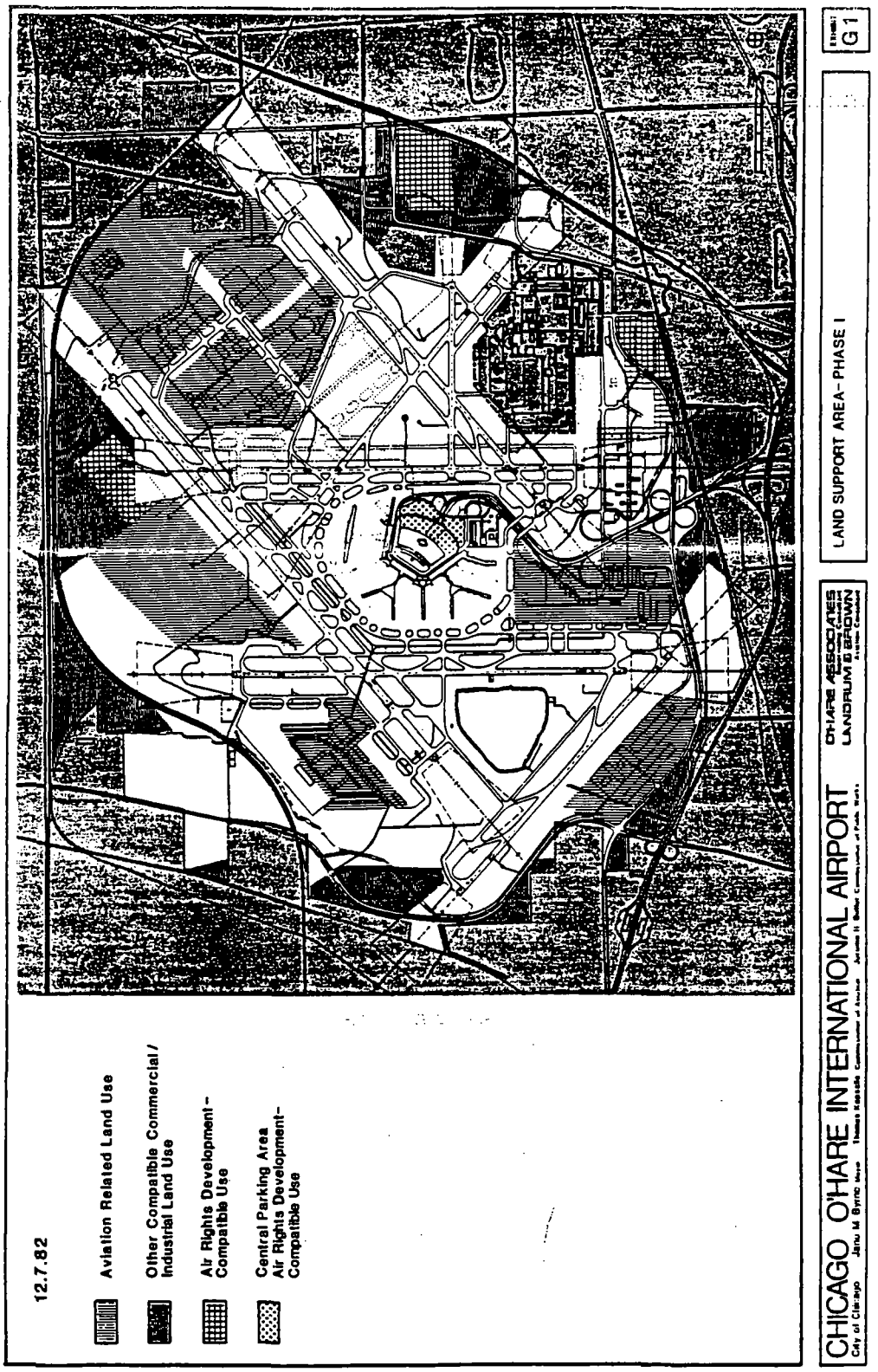

EXHIBIT E 2
INTERNATIONAL TERMINAL AREA- PHASE II
O'HARE ASSOCIATES
LANDRUM & BROWN
CHICAGO O'HARE INTERNATIONAL AIRPORT
12.7.82
Relocated FIS Facility
Share With Terminal Area


12.7.82
International Terminal Area
Share With Terminal Area
CHICAGO O'HARE INTERNATIONAL AIRPORT
O'HARE ASSOCIATES
LANDRUM & BROWN
INTERNATIONAL TERMINAL AREA - PHASE III
E 3

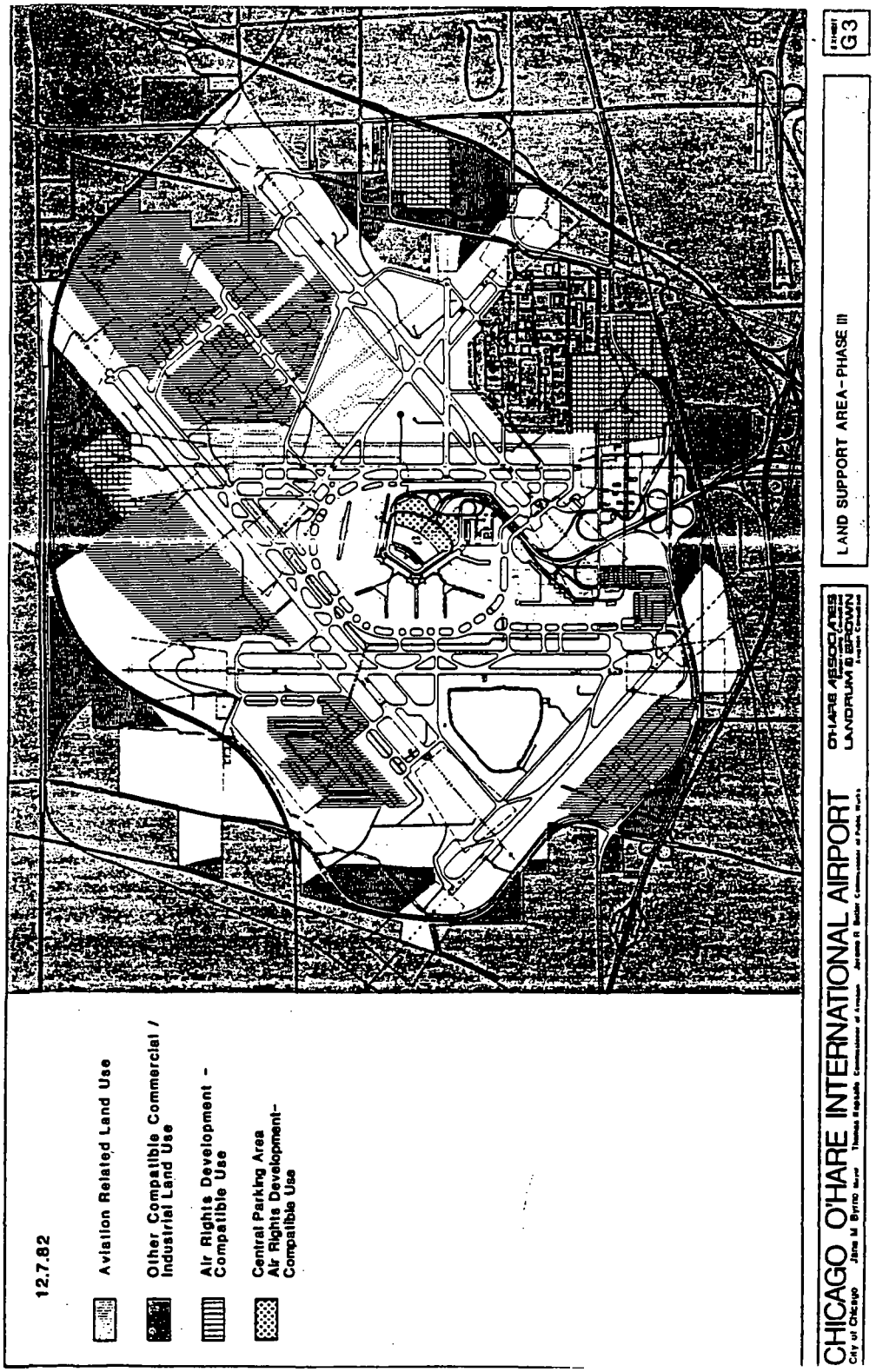

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2500
12.7.82
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
CHARE ASSOCIATES
LANDRUM & BROWN
TERMINAL SUPPORT AREA-PHASE I
EXHIBIT F 1

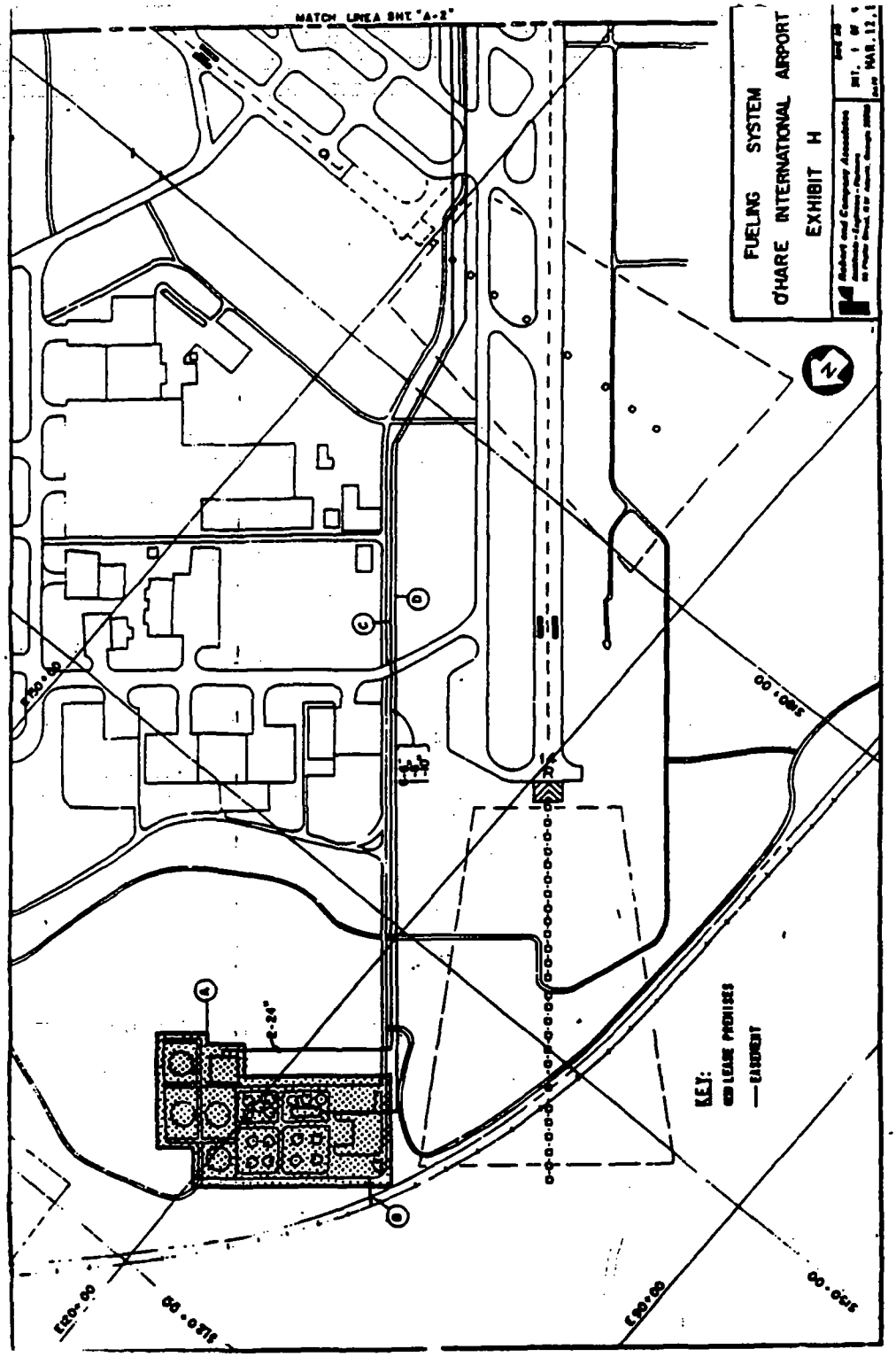

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CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
SKIDMORE OWINGS & MERRILL
LANDRUM & BROWN
TERMINAL SUPPORT AREA-PHASE II
Exhibit F 2

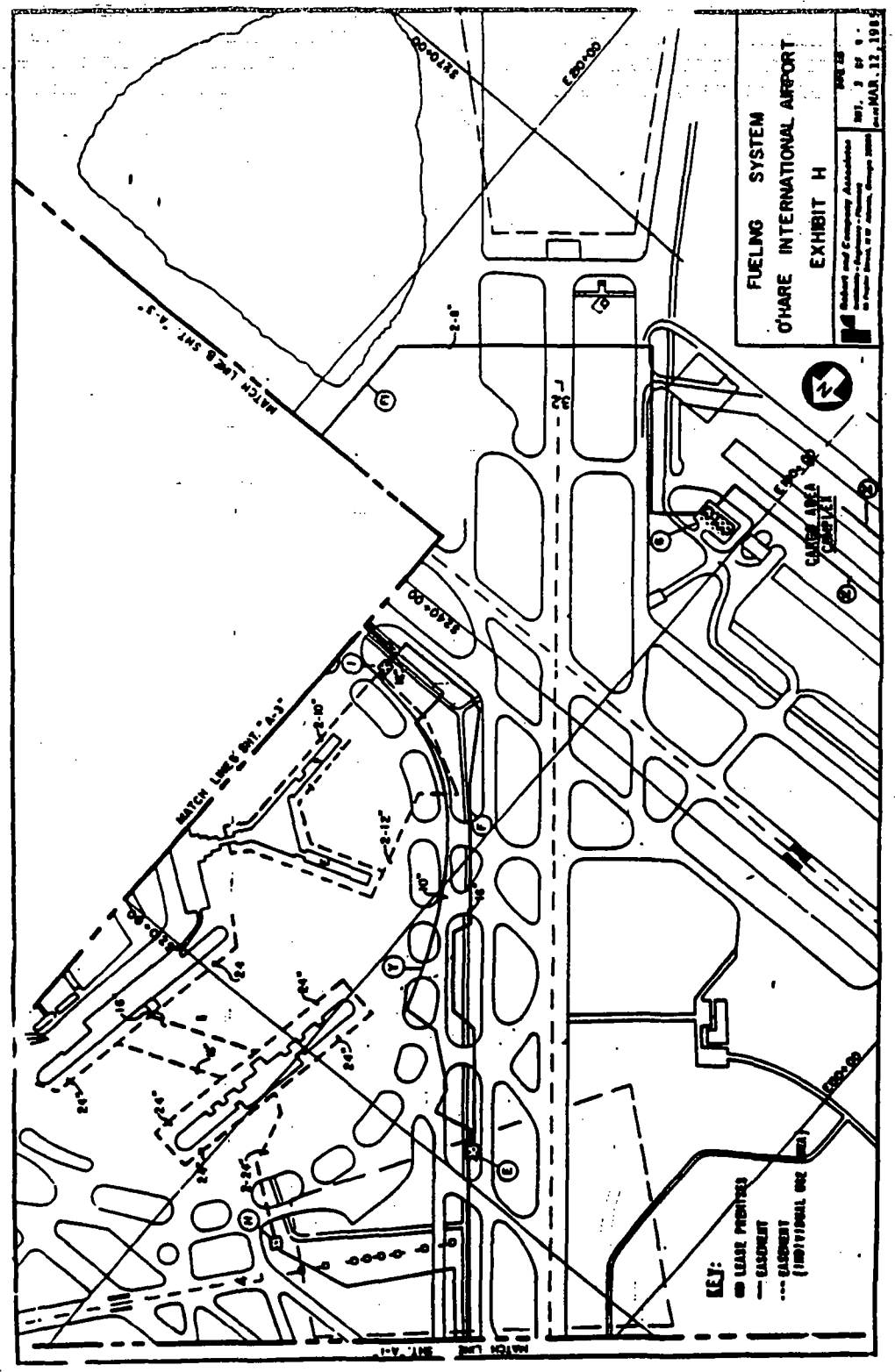

EXHIBIT F3
TERMINAL SUPPORT AREA-PHASE III
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
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12.7.82

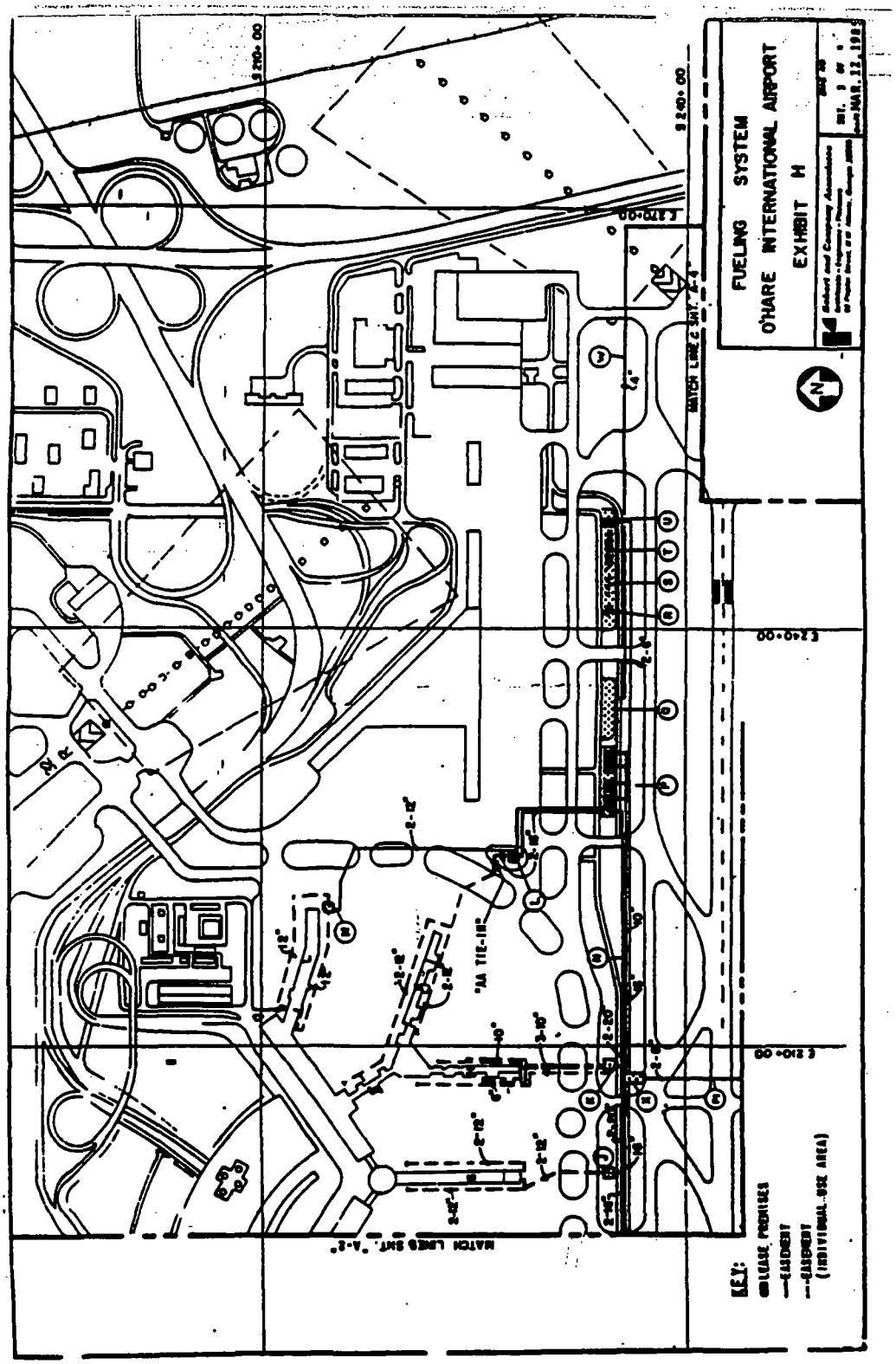

12.7.82
Aviation Related Land Use
Other Compatible Commercial/ Industrial Land Use
Air Rights Development- Compatible Use
Central Parking Area Air Rights Development- Compatible Use
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
LAND SUPPORT AREA - PHASE I
EXHIBIT G 1

12.7.82
Aviation Related Land Use
Other Compatible Commercial / Industrial Land Use
Air Rights Development - Compatible Use
Central Parking Area Air Rights Development - Compatible Use
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
LAND SUPPORT AREA - PHASE II
EXHIBIT G2


12.7.82
Aviation Related Land Use
Other Compatible Commercial / Industrial Land Use
Air Rights Development - Compatible Use
Central Parking Area Air Rights Development - Compatible Use
CHICAGO O'HARE INTERNATIONAL AIRPORT
City of Chicago
O'HARE ASSOCIATES
LANDRUM & BROWN
LAND SUPPORT AREA - PHASE III
G3


MATCH LINE A SHT "A-2"
FUELING SYSTEM
O'HARE INTERNATIONAL AIRPORT
EXHIBIT H
KEY:
LEASE PREMISES
EASEMENT
E-24"
E250.00
60.00'
E250.00
60.00'

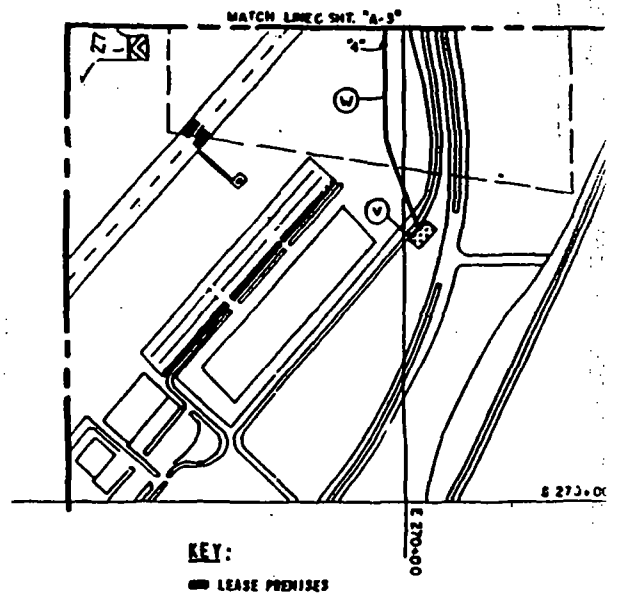

FUELING SYSTEM
O'HARE INTERNATIONAL AIRPORT
EXHIBIT H
MAR. 12, 1985
KEY:


FUELING SYSTEM
O'HARE INTERNATIONAL AIRPORT
EXHIBIT H
MATCH LINE E.UNT. A-1
MATCH LINE E.UNT. A-2
KEY:

LEGEND

	ITEM	CLASSIFICATION	APPROX. AREA
A.	TANK FARM	LEASED PREMISES	40.0 ACRES
B.	SUPPLY PIPELINE	EASEMENT	5' WIDE, 1200' LONG
C.	TRANSFER PIPING	EASEMENT	10' WIDE, 11,040' LONG
D.	TRANSFER PIPING	EASEMENT	20' WIDE, 9,800' LONG
E.	BREAKOUT MANIFOLD	LEASED PREMISES	576 SQ. FT.
F.	TRANSFER PIPING	EASEMENT	10' WIDE, 6,560' LONG
F1.	TRANSFER PIPING	EASEMENT	5' WIDE, 4,920 LONG
G.	CARGO SATELLITE	LEASED PREMISES	0.9 ACRES
H.	ISOLATION VALVE PIT TERMINAL 1	LEASED PREMISES	1,513 SQ. FT.
I.	ISOLATION VALVE PIT CONCOURSE E & F	LEASED PREMISES	755 SQ. FT.
J.	ISOLATION VALVE PIT CONCOURSE G	LEASED PREMISES	490 SQ. FT.
K.	ISOLATION VALVE PIT CONCOURSE H	LEASED PREMISES	520 SQ. FT.
L.	ISOLATION VALVE PIT CONCOURSE K	LEASED PREMISES	700 SQ. FT.
M.	ISOLATION VALVE PIT CONCOURSE L	LEASED PREMISES	490 SQ. FT.
N.	BACK FEED PIPING	EASEMENT	10' WIDE, 8,900' LONG
P.	SUPER SATELLITE FACILITY	LEASED PREMISES	1.2 ACRES
Q.	GLYCOL DISPERSING FACILITY	LEASED PREMISES	1.5 ACRES
R.	L.A.T. MAINT. BLDG. 90' X 70'	LEASED PREMISES	
S.	AVIATION & AUTOMOTIVE GASOLINE FACILITY	LEASED PREMISES	
T.	TRUCK FILL STAND	LEASED PREMISES	3.0 ACRES
U.	TRUCK FILL & INTERNATIONAL TERMINAL SATELLITE		
V.	REMOTE GLYCOL DELIVERY	LEASED PREMISES	0.2 ACRES
W.	TRANSFER PIPING	EASEMENT	5' WIDE, 5,050' LONG
X.	ISOLATION VALVE PIT SW CARGO	LEASED PREMISES	484 SQ. FT.
Y.	TRANSFER PIPING	EASEMENT	10' WIDE, 7,150' LONG
Z.	HYDRANT PITS SW CARGO*		

LEASED PREMISES (TOTAL) 47.03



*Project will consist of six hydrant pits and connecting lines, cost not to exceed $1.5 million. Project scope shall be reduced as necessary to allow completion within $1.5 million.

FUELING SYSTEM
O'HARE INTERNATIONAL AIRPORT
EXHIBIT H

Robert and Company Associates
Architects - Engineers - Planners
MAR. 12, 19

TERMINAL BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Basement	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Service Tunnels	Exposed Concrete		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Fan Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete		Exposed Concrete Structure Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Locker Rooms	Exposed Concrete		Concrete Block	Exposed Concrete Structure	HVAC	20 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
CLAIM LEVEL	Bag Claim Lobby	Terrazzo		Precast Concrete Panel w/Exposed Aggregate & Exterior Glass	Metal Pan	HVAC	50 F.C.	As Required	
	Bag Claim Area	Terrazzo		Metal Partition	Metal Pan	HVAC	50 F.C.	Power to Claim Unit Distribution Panel	
	Bag Room	Structural Concrete & Concrete Fill		Concrete Panel	Exposed Concrete Structure	H & V	40 F.C.	Power to Sort Device Distribution Panel	
	Bag Service Office	Terrazzo	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	By Tenant	HVAC		By Tenant	

TERMINAL BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
TICLET LEVEL	Ticket Lobby	Terrazzo	Metal	Exterior Curtain	Metal Pan	HVAC	50 F.C. Lobby 100 F.C. Ticket Counter	As Required	
	Airlines Offices	VAT	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Concessions	Terrazzo	By Tenant	By Tenant	Metal Pan	HVAC		By Tenant	
	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Passenger Relations Room	VAT	Metal	Metal Partition	Metal Pan	HVAC	25 F.C.	As Required	
MEZZAINE	Mezzanine Corridor	Terrazo	Metal	Glass Partition	Metal Pan	HVAC	25 F.C.	As Required	
	Airline Offices	VAT	Metal	Metal Partition	Metal Pan	HVAC	75 F.C.	As Required	
	Locker Rooms	VAT	Metal	Metal Partition	Metal Pan	HVAC	20 F.C.	As Required	
	Toilet Rooms	Unglazed Ceramic Tile	Unblazed Ceramic Cove	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Agent Lunch/Lounge	VAT	Metal	Metal Partition	Metal Pan	HVAC	25 F.C.	As Required	

CONCOURSE BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Tunnel	Exposed Concrete Structure		Exposed Concrete Structure	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Mechanical & Electrical Rooms	Exposed Concrete Structure		Concrete Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
RAMP LEVEL	Really Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	HVAC	30 F.C.	As Required	
	Maintenance Shops	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	50 F.C.	As Required	
	Locker Rooms	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Toilet Rooms	Exposed Concrete	Glazed Block	Glazed Block	Cement Plaster	H & V	20 F. C.	As Required	
	Operations Offices	VAT	Glazed Block	Glazed Block	Metal Pan	HVAC	75 F.C.	As Required	
	Storage Areas	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	20 F.C.	As Required	
	Bag Room	Concrete Fill	Glazed Block	Glazed Block	Exposed Concrete Structure	H & V	40 F.C.	Power to Distribution Panel for Sort Equipment	
CONCOURSE LEVEL	Concourse	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	
	Hold Rooms	Terrazzo	Metal	Plaster	Metal Pan	HVAC	35 F.C.	As Required	
	Passenger Relations	Terrazzo	Metal	Plaster	Metal Pan	HVAC	25 F.C.	As Required	

CONCOURSE BASE BUILDING
FINISH STANDARDS

EXHIBIT Q
11.17.82

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
CONCOURSE LEVEL	Toilet Rooms	Unglazed Ceramic Tile	Unglazed Ceramic Tile	Unglazed Ceramic Tile	Cement Plaster	HVAC	20 F.C.	As Required	
	Operations Offices	VAT	Metal	Plaster	Metal Pan	HVAC	75 F.C.	As Required	
	Concessions	By Tenant	By Tenant	By Tenant	Metal Pan	HVAC		By Tenant	

COMMITTEE ON BEAUTIFICATION AND RECREATION.

ISSUANCE OF PERMITS FOR SIDEWALK SALES, STREET CLOSINGS AND VARIOUS SPECIAL EVENTS.

The Committee on Beautification and Recreation submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having under consideration twenty-one orders (which were referred on September 12, 1990) and ten orders (which were referred on October 3, 1990) authorizing and directing the Commissioner of Public Works to grant permission for the conduct of sidewalk sales, special events and street closings for specific purposes, begs leave to recommend that Your Honorable Body *Pass* said proposed orders which are transmitted herewith.

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

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

SIDEWALK SALES.

Ms. Esther M.M. Barnett/235 East 35th Street/ Small Business Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Esther M. M. Barnett, 235 East 35th Street/Small Business Association, for the conduct of a strip sidewalk sale on East 35th Street, from South Michigan Avenue to South Dr. Martin Luther King, Jr. Drive, August 31 to September 1, 1990, during the hours of 10:00 A.M. to 6:00 P.M.

Buyer Flea Mart.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Gene Bookman, Buyer Flea Mart, 1134 North Kilbourn Avenue, for the conduct of sidewalk sales on October 6, 7, 13, 14, 20, 21, 27 and 28, 1990 during the hours of 7:00 A.M. until 6:00 P.M.

Buyer Flea Mart.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Buyer Flea Mart, 1134 North Kilbourn Avenue, for the conduct of a sidewalk sale on West Haddon Street, from 4500 west to 4550 west, September 29 and 30, 1990 during the hours of 7:00 A.M. to 6:00 P.M.

Ms. Vera Terry Daniels.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Vera Terry Daniels, 7338 South Paulina Street, for the conduct of Vera T'S Designs & MGF Co. grand opening sidewalk sale on West 79th Street, from 803 to 805, October 13, 1990 during the hours of 2:00 P.M. to 4 :00 P.M.

Edison Park Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Edison Park Chamber of Commerce, c/o Stan Banash, 6655 North Avondale Avenue, for the conduct of a sidewalk sale and fest on North Oshkosh Avenue (both sides) from 6710 to 6750, North Oxford Avenue (both sides) from 6670 to 6714; North Northwest Highway, from 6661 to 6755 (both sides) 6664 to 6754; North Oliphant Avenue (both sides) from 6680 to 6720, September 7, 1990 during the hours of 8:00 A.M. to 6:30 P.M.; and September 8, 1990 during the hours of 8:00 A.M. to 6:30 P.M.

Genesis Creative Oases.
(161 East Erie Street/September 6 Through September 8, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Richard Goldman, Genesis Creative Oases, 847 West Jackson Boulevard, for the conduct of a sidewalk sale at 161 East Erie Street beginning at 9:00 A.M. on Thursday, September 6, 1990 until 5:00 P.M. Saturday, September 8, 1990.

Genesis Creative Oases.
(161 East Erie Street/September 7 And September 8, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Richard Goldman, Genesis Creative Oases,

847 West Jackson Boulevard, for the conduct of a sidewalk sale in front of 161 East Erie Street, for the period of September 7 and 8, 1990, during the hours of 9:00 A.M. and 5:00 P.M. each day.

Genesis Creative Oases.
(2417 -- 2421 North Western Avenue)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Richard Goldman, Genesis Creative Oases, 2417 North Western Avenue, for the conduct of a sidewalk sale on North Western Avenue, from 2417 north to 2421 north, Thursday, September 20, 1990 through Sunday, September 23, 1990 during the hours of 8:00 A.M. to 7:00 P.M.

Gladys Street Block Club Association.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Arnold Bearden (Gladys Street Block Club Association) for the conduct of a sidewalk sale on West Gladys Avenue, from North Lockwood Avenue (5300 West) to North Central Avenue (5600 West), Saturday, October 6, 1990, during the hours of 9:00 A.M. to 7:00 P.M.

Ms. Katie Johnson.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Katie Johnson, 1440 East 52nd Street, for the conduct of a sidewalk sale on East 52nd Street, from 1440 to 1448, September 1, 1990 during the hours of 8:00 A.M. to 4:00 P.M.

Jules 5¢ to $1.00 Store, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Art Gartzman/Jules 5¢ to $1.00 Store, Inc., 2062 -- 2064 North Milwaukee Avenue, for the conduct of sidewalk sales during the hours of 8:00 A.M. and 10:00 P.M. for the following periods: September 20, September 27 through September 30, October 11 through October 14, October 18 through October 21, and October 25 through October 28, 1990.

Lake View East Development Corporation.
(August 24 through August 26, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Lake View East Development Corporation, 3171 North Halsted Street, for the conduct of a sidewalk sale on North Broadway, between West Diversey Avenue and West Roscoe Street and also on West Diversey Avenue, between North Pine Grove Avenue and North Halsted Street, for the period of August 24 through August 26, 1990, during the hours of 10:00 A.M. to 8:00 P.M. each day.

Lake View East Development Corporation.
(September 14 through September 16, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lake View East Development Corporation, 3171 North Halsted Street, for the conduct of a sidewalk sale on North Broadway, from West Roscoe Avenue to West Diversey Parkway and also on Diversey Parkway, from North Pine Grove Avenue to North Halsted Street, September 14, 1990 through September 16, 1990, during the hours of 10:00 A.M. to 8:00 P.M.

Mr. Charles McGrary.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Charles McGrary, 6840 South Stony Island Avenue, for the conduct of the Landmark Liquidation street/sidewalk sale on South Stony Island Avenue, from 6800 to 6840 on September 21, September 22 and September 24, 1990, during the hours of 9:00 A.M. to 7:00 P.M.

MC Mages Sporting Goods, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to MC Mages Sporting Goods, Incorporated, 620 North LaSalle Street, for the conduct of a sidewalk sale in front of the store and alongside on West Ontario Street, for the period of August 30 and 31, from 10:00 A.M. to 9:00 P.M.; September 1, from 10:00 A.M. to 6:00 P.M.; and September 2, 1990, from 11:00 A.M. to 5:00 P.M.

Milwaukee-Diversey Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Milwaukee-Diversey Chamber of Commerce, 2956 North Milwaukee Avenue, for the conduct of a sidewalk sale on North Milwaukee Avenue (both sides) between 2600 and 3200; West Diversey Avenue (both sides) between 3300 and 3500; and on North Pulaski Road (both sides) between 3000 and 3100, for the period of August 24 through August 26, 1990, during the hours of 8:00 A.M. and 10:00 P.M. each day.

Northtown Chamber Of Commerce.
(September 13 through September 15, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Northtown Chamber of Commerce, c/o Irv

Loundy, 6445 North Western Avenue, for the conduct of a sidewalk sale on West Devon Avenue (both sides) between North Oakley Avenue and North Kedzie Avenue, for the period of September 13 through September 15, 1990, during the hours of 8:00 A.M. and 8:00 P.M. each day.

Northtown Chamber of Commerce.
(October 11 Through October 14, 1990)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Northtown Chamber of Commerce (c/o Irving Loundy, Devon Bank, 6445 North Western Avenue) for the conduct of a sidewalk sale on West Devon Avenue, from North Bell Avenue to North Kedzie Avenue, October 11 through October 14, 1990 during the hours of 10:00 A.M. to 7:00 P.M.

Mr. J. B. Turner/F. W. Woolworth.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to J.B. Turner/F.W.Woolworth for the conduct of sidewalk sales in front of 4613 North Broadway, as follows:

August 11 and 12, 1990, from 9:30 A.M. to 7:00 P.M.;

August 19 and 20, 1990, from 9:30 A.M. to 7:00 P.M.;

August 26 and 27, 1990, from 9:30 A.M. to 7:00 P.M.;

September 6 and 7, 1990 from 9:30 A.M. to 7:00 P.M.;

September 13 and 14, 1990 from 9:30 A.M. to 7:00 P.M.;

September 20 and 21, 1990 from 9:30 A.M. to 7:00 P.M.; and

September 27 and 28, 1990 from 9:30 A.M. to 7:00 P.M.

Uptown Chamber Of Commerce.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Vince Clark/Uptown Chamber of Commerce, 4743 North Broadway, for the conduct of a sidewalk sale on both sides of North Broadway, between West Sunnyside Avenue and West Ainslie Street, for the period of October 4 through October 6, 1990, during the hours of 9:00 A.M. and 7:00 P.M. each day.

Ms. Frances Walker.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Frances Walker, 1139 North Spaulding for the conduct of a sidewalk sale on North Spaulding Avenue, from West Cortez Street to West Division Street, October 5 and 6, 1990 during the hours of 8:00 A.M. to 4:30 P.M.

STREET CLOSINGS.

Alcock's "We Rock".

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Alcock's "We Rock", 411 South Wells Street, to close to traffic South Financial Place, between West Van Buren Street and the back door of 411 North Wells Street on Friday, September 21, 1990, during the hours of 11:00 A.M. and 10:00 P.M., for the conduct of the 3rd annual "Caring For Kids Day" for the benefit of the Childrens Miracle Network Telethon which supports Childrens Memorial Medical Center.

Child Abuse Unit For Studies, Education And Services.

Ordered, That the Commissioner of Public Works grant permission to the Child Abuse Unit for Studies, Education and Services, c/o David Weisz, Race

Day Chairman/Illinois Masonic Medical Center, 836 West Wellington Avenue, to close to traffic the two southbound lanes of the Michigan Avenue Bridge on Friday, August 24, 1990, from 11:45 A.M. to approximately 12:30 P.M., to allow a truck to deposit rubber ducks into the river for the Greater Chicago Duck Race in cooperation with the Mayor's Office of Special Events.

Old Saint Patrick's Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Old Saint Patrick's Church, c/o Terry N. Touhy, 700 West Adams Street, to close to traffic South Desplaines Street, between West Monroe Street and West Adams Street, on Saturday, August 25, 1990, during the hours of 5:00 P.M. and 12:00 Midnight, for the conduct of a "Thank You Party" for volunteers of Old Saint Patrick's World's Largest Block Party held at an earlier date.

Saint Pius Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pius Church, c/o Father Dahn, 1919 South Ashland Avenue, to close to traffic West Cullerton Street, between South Ashland Avenue and South Laflin Street, for recreational purposes only, on Friday, August 31st, from 5:30 P.M. to 11:00 P.M.; Saturday, September 1st, from 12:00 Noon to 11:00 P.M.; and on Sunday, September 2nd, from 10:00 A.M. to 11:00 P.M.

SPECIAL EVENTS.

Dr. Floyd M. Banks.
(Dunbar Vocational High School Homecoming Parade)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Dr. Floyd M. Banks, Dunbar Vocational High

School, 3000 South Dr. Martin Luther King Jr. Drive, for the conduct of the Dunbar Vocational High School Homecoming Parade to be held on three inner lanes from median on South Dr. Martin Luther King, Jr. Drive, from 2600 to 3500; on East 35th Street, from South Dr. Martin Luther King, Jr., Drive (only); and on East 26th Street, from South Dr. Martin Luther King, Jr., Drive (only) on Friday, October 19, 1990 during the hours of 12:00 Noon to 2:45 P.M.

Festival Productions, Incorporated.
(Concerts)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Festival Productions, Incorporated, 311 West 74th Street, New York, New York, to conduct concerts under the marquee of the Chicago Theatre, 175 North State Street, for one hour at noon beginning October 8 and ending October 12, 1990.

Ms. Mary Knight.
(Mystique Boutique Fashion Show)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mary Knight, 1654 East 53rd Street, for the conduct of a fashion show in front of 1654 East 53rd Street (Mystique Boutique) September 16, 1990, during the hours of 3:00 P.M. to 7:00 P.M.

Chicago Area Runners Association.
(Coors Light Beer Biathalon)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Erika Kohler, Chicago Area Runners Association, 459 North Milwaukee Avenue, for the conduct of the Coors Light Beer Biathalon on North Simmonds Drive, from West Bryn Mawr

Avenue to West Lawrence Avenue, September 23, 1990, during the hours of 7:00 A.M. to 12:00 P.M.

Tyehimba mtu.
(AYa Festival/African Art Fair)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Tyehimba mtu, 5210 South Harper Avenue, for the conduct of AYa Festival (African Art Fair) on South Harper Avenue, from 5200 to 52nd Place (Franny's Place) beginning August 30 through September 2, 1990, during the hours of 11:00 A.M. to 8:00 P.M.

Ms. Irene M. Smith.
(Hyde Park Neighborhood Club Semi-Annual Flea Market)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Irene M. Smith, 5840 South Kenwood Avenue, for the conduct of the Hyde Park Neighborhood Club Semi-Annual Flea Market on Old Lake Park Avenue, from 5300 to 5400, Saturday, September 8, 1990 through Sunday, September 9, 1990, during the hours of 1:00 P.M. to 6:00 P.M.

Action Deferred -- APPOINTMENT OF MR. GEORGE VEST AS COMMISSIONER OF CHICAGO PARK DISTRICT.

The Committee on Beautification and Recreation submitted the following report which was, on motion of Aldermen Schulter, Smith, Eisendrath and Levar, *Deferred* and ordered published:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Beautification and Recreation, having had under consideration a communication from the Mayor (which was referred on October 3, 1990), and a substitute communication appointing Mr. George Vest to succeed Mr. Walter A. Netsch, who has resigned, as a Commissioner of the Chicago Park District for a term ending April 25, 1991, begs leave to recommend that Your Honorable Body approve said appointment which is transmitted herewith.

This recommendation was concurred in by a majority of members of the committee present.

Respectfully submitted,

(Signed) EUGENE C. SCHULTER,
Chairman.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT TO 1990 ANNUAL APPROPRIATION ORDINANCE, AS AMENDED, NECESSARY FOR ADDITIONAL EXPENSES IN OFFICE OF BOARD OF ELECTION COMMISSIONERS.

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

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1990 Annual Appropriation Ordinance, as amended, necessary for additional expenses in the Office of the Board of Election Commissioners, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LEMUEL AUSTIN, JR.,
Chairman.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

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

SECTION 1. The Annual Appropriation Ordinance for the Year 1990, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

SECTION 2. This ordinance shall take effect after its passage and publication.

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

Exhibit "A".

100 -- Corporate Fund -- 1990

Page	Code	Department And Item	Strike No. Amount	Insert No. Amount
		Finance General -- Corporate Fund -- 99		
	2005-0931	For Payment of Non-Tort Judgments	$28,870,700	$28,345,700
		Board Of Election Commissioners		
	2005-0020	Overtime	$375,500	$575,500
	2005-0130	Postage	$227,716	$277,716
	2005-0145	Legal Expenses	$268,750	$293,750
	2005-0150	Publication and Reproduction-Outside Services to be Expended with the Prior Approval of the Director of Graphics and Reproduction Center	$539,007	$639,007
	2005-0152	Advertising	$110,000	$140,000
	2005-0178	Freight and Express Charges	$142,000	$242,000
	2005-0270	Local Transportation	$15,750	$25,750
	2005-0320	Gasoline	$32,500	$42,500

COMMITTEE ON BUILDINGS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 2-116 BY CREATION OF BOARD OF EXAMINERS OF STATIONARY ENGINEERS.

The Committee on Buildings submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred on September 12, 1990) amending Chapter 2-116 of the Chicago Municipal Code by adding new sections in proper numerical sequence creating a Board of Examiners of Stationary Engineers, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance as submitted, which is transmitted herewith.

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

Respectfully,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 2-116 of the Municipal Code of Chicago is hereby amended by renumbering Sections 2-116-190 through 2-116-210 to 2-116-220 through 2-116-240 and by adding new Sections 2-116-190 through 2-116-210, creating a Board of Examiners of Stationary Engineers as follows:

2-116-190. There is hereby established a Board of Examiners of Stationary Engineers consisting of five members. The Commissioner of the Department of Buildings or his designee shall be ex-officio chairman of the board. The other four members shall be appointed by the Mayor and shall consist of either licensed stationary engineers having at least two years of experience working with high pressure systems or graduates of a two-year apprenticeship program administered through a union. The appointed members shall serve for a term ending April 30 of each year, or until their successors are appointed and qualified. Three members of the board shall constitute a quorum for the transaction of any business and the concurrence of at least three members shall be required to pass any matter. The appointed members shall receive such compensation as provided for in the annual appropriation ordinance.

2-116-200. The Board of Examiners of Stationary Engineers shall have the following powers and duties in the licensing and regulation of stationary engineers under the provisions of this code:

(a) Preparing forms for license certificates and issuing the same in conformity with the provisions of Chapter 4-288;

(b) Preparing or causing to be prepared subject matter for examinations, as provided in this code;

(c) Grading or causing to be graded all tests and examinations for licenses;

(d) Prescribing standards for what shall constitute a recognized college, university or trade school, apprentice training program or other knowledge, experience or training program or other knowledge, experience or training requirements and determining the conformance to such standards;

(e) Holding regular meetings at any time fixed by rule or resolution of the board; and holding special meetings for any

stated purpose on at least twenty-four hours notice to each member. The chairman or two members of such board may call such special meetings;

(f) Establishing rules to conduct hearings for suspension, revocation and reinstatement of licenses consistent with requirements of due process of law;

(g) Holding hearings for the suspension, revocation or reinstatement of licenses pursuant to Chapter 4-288;

(h) Keeping a record of the official proceedings of the board; preserving all documents, books and papers relating to examinations for licenses and hearings of complaints or charges; keeping a record of the names, ages, places of business and residence of all applicants for licenses and the disposition made of the applications, the number issued and rejected; keeping an up-to-date record specifying names and addresses of stationary engineers licensed by this city, including the dates of issuance of all such licenses, keeping a record specifying names, addresses, and dates of licenses suspended, revoked or forfeited, the cause therefor, and licenses renewed and restated.

2-116-210. The Department of Buildings shall require all appropriate licenses to be exhibited for examination by inspectors or employees of the department. The Building Department shall report to the Board of Examiners of Stationary Engineers the names and addresses, if known, and the locations of employment of all persons and the name and address of the person or entity employing any persons engaged in the operation of a boiler who are not properly licensed for the current year or who are not performing their duties in accordance with the provisions of this code. The Department of Buildings, upon request of the Board of Examiners of Stationary Engineers, shall also investigate complaints of violation of this code received by the Board and submit a report of the investigation with recommendations for disposition of the complaint to the Board.

SECTION 2. This ordinance shall be in full force and effect 10 days after passage and publication.

AMENDMENT OF TITLE 15, CHAPTER 24, SECTION 220 OF MUNICIPAL CODE OF CHICAGO TO ALLOW USE OF CERTAIN MOTOR VEHICLE FUEL DISPENSING DEVICES WITHIN CLASS H3 BUILDINGS.

The Committee on Buildings submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a written communication from the Chicago Transit Authority to the Mayor of the City of Chicago concerning a proposed ordinance (which was referred on October 3, 1990) to amend Section 15-24-220 of the Municipal Code of Chicago to allow dispensing of vehicle fuels within Class H3 buildings, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance as submitted which is transmitted herewith.

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

Respectfully submitted,

(Signed) FRED B. ROTI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 15-24-220 of the Municipal Code of Chicago is hereby amended by inserting the language in italics, as follows:

15-24-220. Motor Fuel Dispensing. All flammable liquid gauging, vending and dispensing devices used for motor vehicle fuels shall be of substantial construction, and firmly secured to a concrete foundation, which shall be so located and designed as to prevent motor vehicles *from* damaging such devices. Systems wherein continuous pressure is maintained, or water is used to displace liquid from storage tanks, shall not be permitted. The use of above ground storage tanks, tank cars, tank trucks or portable tanks in connection with gauging, vending and dispensing devices, shall not be permitted except for such equipment installed on tank vehicles complying with Section 15-24-1080 of this code.

Every remote fuel system shall be equipped with a fuel leak detector valve or device located as close as possible to or within the pumping unit. An impact valve shall be provided at the base of each dispenser. Such devices and valves shall be listed by a testing laboratory which has as its primary purpose the testing and evaluation of equipment and materials to meet appropriate standards.

Automatic hose nozzle valves with latch-open devices shall not be permitted. All dispensing devices shall be located so that all parts of the vehicles being served will be on private property. In no case shall the dispensing hose be longer than 16 feet for filling stations and private locations. Where dispensing equipment is used exclusively for trucks or other large vehicles, automatic hose retrievers may be used, and shall not exceed 40 feet of hose.

Dispensing devices for motor vehicle fuel, *except devices used exclusively for dispensing Class II or Class III flammable liquids within occupancy Class H3 buildings,* shall not be permitted in buildings hereafter erected, altered or converted.

The dispensing of motor fuels which are Class I flammable liquids directly from tank vehicles shall be permitted only from tank vehicles complying with Section 15-24-1080 of this code. Retail sales of motor fuel to motor vehicles from tank vehicles shall not be permitted. The filling of fuel tanks from tank vehicles shall not be permitted within buildings.

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

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MR. DARRYL DE PRIEST AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, October 23, 1990.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics, having held a meeting on Monday, October 15, 1990 to consider the appointment of Darryl DePriest as a member of the Board of Ethics, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment.

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

Respectfully submitted,

(Signed) RICHARD F. MELL,
Chairman.

On motion of Alderman Mell, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Darryl DePriest as a member of the Board of Ethics was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

REAPPOINTMENT OF MR. ELVIN E. CHARITY AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration the reappointment by Mayor Richard M. Daley of Mr. Elvin E. Charity to serve on the Commercial District Development Commission until May 15, 1995, begs leave to recommend that Your Honorable Body *Approve* said reappointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Elvin E. Charity as a member of the Commercial District Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. DAVID J. STEWART AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration the appointment by Mayor Richard M. Daley of Mr. David J. Stewart to serve on the Commercial District Development Commission until May 15, 1995, begs leave to recommend that Your Honorable Body *Approve* said appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. David J. Stewart as a member of the Commercial District Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. JESUS M. VALLE AS MEMBER OF COMMERCIAL DISTRICT DEVELOPMENT COMMISSION.

The Committee on Economic Development submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Economic Development, having had under consideration the appointment by Mayor Richard M. Daley of Mr. Jesus M. Valle to serve on the Commercial District Development Commission until May 15, 1995, begs leave to recommend that Your Honorable Body *Approve* said appointment which is transmitted herewith.

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

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

On motion of Alderman Hansen, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Jesus M. Valle as a member of the Commercial District Development Commission was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON EDUCATION.

APPROVAL OF SITE DESIGNATION FOR ACQUISITION AND CONSTRUCTION OF BRANCH ADDITION TO KOSCIUSKO ELEMENTARY SCHOOL.

The Committee on Education submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, dated September 12, 1990, transmitting an ordinance approving the Public Building Commission's designation of a site in the vicinity of North Greenview Avenue and West LeMoyne Street for acquisition and construction of a branch addition to the Kosciusko Elementary School, begs leave to recommend that Your Honorable Body do *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK O'CONNOR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Public Building Commission Act of the State of Illinois, approved July 5, 1955, as amended, provides a means of acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago, on March 28, 1956, by ordinance created the Public Building Commission of Chicago to assist in the acquisition and funding of public buildings, improvements and facilities; and

WHEREAS, On July 12, 1956, the Board of Education of the City of Chicago joined in the organization of the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago has heretofore participated in a program for the construction of public schools and other educational facilities for the furnishing of essential governmental services in cooperation with the Public Building Commission of Chicago; and

WHEREAS, It is now deemed expedient, necessary and desirable by the Board of Education of the City of Chicago to alleviate overcrowded school facilities by acquiring and constructing additional educational facilities in the Kosciusko Elementary School attendance area; and

WHEREAS, By resolution dated October 10, 1989, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to plan, fund, acquire and construct an elementary school at the northeast corner of North Greenview Avenue and West Le Moyne Street as a branch facility for the Kosciusko Elementary School; and

WHEREAS, Chapter 122, Article 34, Section 21.1 of the Illinois Revised Statutes grants to the Board of Education of the City of Chicago the authority to lease from the Public Building Commission any real or personal property; and

WHEREAS, The Board of Education will enter into a net lease for the project with the Public Building Commission of Chicago, non-cancellable in any event, under the terms of which the Board of Education will pay such amount of rent as will amortize all costs and expenditures incurred in connection with the project, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than twenty years; and

WHEREAS, The lease or leases shall contain a provision for the conveyance by the Commission to the City of Chicago, In Trust For The Use Of Schools, of the property specified herein at the time all principal and interest on the revenue bonds, if any, issued in connection with the project and the accrued and unpaid expenses of the Commission with respect to the project have been paid in full; and

WHEREAS, In the event that permanent financing for the project undertaken by the Commission at the request of the Board of Education is not consummated for any reason whatsoever, not due to the gross negligence of the Commission, the Board will fully reimburse the Commission for all interim borrowing incurred on behalf of the Board, either from legally available funds or will enter into a lease for such purpose or by a combination thereof, which such reimbursement shall be made, or lease entered into, prior to the maturity of any note evidencing such interim borrowing; and

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the following-described area located at the northeast corner of North Greenview Avenue and West Le Moyne Street as a site to be acquired for the construction of an elementary school as indicated herein; and

WHEREAS, The subject area is situated wholly within the territorial limits of the City of Chicago, is conveniently located, and is of sufficient size to provide appropriate architectural setting and design; and

WHEREAS, Pursuant to Section 14 of the Public Building Commission Act, the Public Building Commission of Chicago has requested that the City Council of the City of Chicago approve the site so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following-described site, heretofore selected, located and designated by the Public Building Commission of Chicago, as a site to be acquired for construction of a branch addition for the Kosciusko Elementary School:

BE-68

Branch Addition

Kosciusko Elementary School

(Greenview Avenue And Le Moyne Street)

Lot "B" in the subdivision of Block 4 in Canal Trustees' Subdivision of the west half of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

COMMITTEE ON HOUSING, LAND ACQUISITION, DISPOSITION AND LEASES.

APPOINTMENT OF MR. ESTEVAN A. RODRIGUEZ AS MEMBER OF BOARD OF DIRECTORS OF CHICAGO LOW INCOME HOUSING TRUST FUND.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from Mayor Richard M. Daley appointing Estevan A. Rodriguez as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term ending December 31, 1991 to replace Reverend William L. Casady who has resigned, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Estevan A. Rodriguez as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. MICHAEL A. ROSS AS MEMBER OF BOARD OF DIRECTORS OF CHICAGO LOW INCOME HOUSING TRUST FUND.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from Mayor Richard M. Daley appointing Michael A. Ross as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund for a term ending December 31, 1991 to succeed Rebecca R. Riley, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Michael A. Ross as a member of the Board of Directors of the Chicago Low Income Housing Trust Fund was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

APPOINTMENT OF MR. THOMAS WALKER AS MEMBER OF BOARD OF DEPARTMENT OF URBAN RENEWAL.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred a communication from Mayor Richard M. Daley appointing Thomas Walker as a member of the Board of the Department of Urban Renewal for a term ending January 1, 1993 to succeed Joyce Wade, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

On motion of Alderman Gutierrez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Thomas Walker as a member of the Board of the Department of Urban Renewal was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT 3256 WEST DIVISION STREET.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance by the Department of General Services regarding the acceptance of a bid at 3256 West Division Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 City of Chicago hereby accepts the bid of The Center for the Rehabilitation and Training of the Disabled, 6610 North Clark Street, Chicago, Illinois 60626 to purchase for the sum of $24,000.00, the city-owned vacant property approved to advertise pursuant to Council ordinance passed November 15, 1989, pages 6782 -- 6783 described as follows:

Lots 115 and 116 in S.E. Gross' 5th Humboldt Park Addition to Chicago, being a subdivision of Blocks 5 and 8 and a vacant alley, also Lots 1 to 24 in Weage, Eberhart and Bartlett's Subdivision of the southeast 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 3256 -- 3258 West Division Street, Permanent Tax Nos. 16-02-228-019 and 018)

subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed conveying the property to the purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of $2,400.00 submitted by said bidder to the Department of General Services, Asset Management, Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

REVISED SALE OF LAND IN HYDE PARK-KENWOOD CONSERVATION AREA TO KENWOOD GATEWAY LIMITED PARTNERSHIP.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was transmitted an ordinance by The Honorable Mayor Richard M. Daley approving the revised sale of land in the Hyde Park-Kenwood

Conservation Area located at the northeast corner of South Dorchester Avenue and East 48th Street. This revised sale is for the development of 15 residential units, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Hyde Park-Kenwood Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department of Urban Renewal by resolution adopted on September 16, 1986, and the City Council by ordinance adopted on July 29, 1987, originally approved the sale of Parcel HR-1b (Tract 2) to Kenwood Gateway Limited Partnership, an Illinois limited partnership; and

WHEREAS, Parcel HR-1b (Tract 2) is located at the northeast corner of South Dorchester Avenue and East 48th Street and contains 42,447.6 square feet; and

WHEREAS, Parcel HR-1b (Tract 2) was originally approved for sale for a total price of $127,342.80 for residential redevelopment in conformance with the Hyde Park-Kenwood Conservation Plan, as amended; and

WHEREAS, The purchase and redevelopment of said parcel has not been undertaken, due to disagreements within the partnership and numerous modifications in the proposed development; and

WHEREAS, The Department of Housing has reviewed the revised site and architectural plans and has approved said plans subject to certain modifications and resubmittal of said plans; and

WHEREAS, The Department of Urban Renewal has approved a revised sale of said parcel as set forth in Resolution 89-DUR-40, adopted by the Department on November 21, 1989, and, further, has submitted herewith said proposed revised sale to the City Council of the City of Chicago for its approval; and

WHEREAS, Kenwood Gateway Limited Partnership has agreed to pay $339,580.80 for Parcel HR-1b (Tract 2) based upon a "highest and best use" reappraisal of said property; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed revised sale of said parcel of land as provided therein, and it is the sense of the City Council that the proposed revised sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal in the Hyde Park-Kenwood Conservation Area is hereby approved as follows:

Purchaser	Parcel	Sq. Ft.	Sq. Ft. Price	Total Price
Kenwood Gateway Limited Partnership	HR-1b (Tract 2)	42,447.6	$8.00	$339,580.80

provided said figures may be subject to adjustments based upon the actual survey and determination of the square footage of said parcel.

SECTION 2. Said approval of the revised sale is subject to the submittal to and approval by the Department of Housing of final revised site and architectural plans of the proposed development of Parcel HR-1b (Tract 2).

SECTION 3. Said approval of the revised sale is subject to the satisfactory completion and submittal by Kenwood Gateway Limited Partnership to the Department of Housing of all partnership documents prior to the conveyance of said parcel.

SECTION 4. The Mayor or his proxy is authorized to execute and the City Clerk to attest on behalf of the City of Chicago, a redevelopment agreement and a quitclaim deed for the property described in Section 1 above.

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

COMMISSIONER OF HOUSING AUTHORIZED TO EXECUTE REDEVELOPMENT AGREEMENTS WITH VARIOUS APPLICANTS PURSUANT TO PROVISIONS OF CHICAGO TAX REACTIVATION PROGRAM.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was transmitted an ordinance by The Honorable Mayor Richard M. Daley, authorizing the Commissioner to enter into redevelopment agreements with various applicants pursuant to the provisions of the Chicago Tax Reactivation Program. The ordinance also authorizes the Mayor to execute quitclaim deeds to the applicants, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 has created the Chicago Tax Reactivation Program which seeks to aid the private sector in the redevelopment and reuse of properties acquired at the scavenger sale for the purposes of providing low and moderate income housing, new industry and jobs for its residents; and

WHEREAS, In cooperation with the City of Chicago, the Cook County Board of Commissioners entered non-cash bids on certain properties at the supplemental scavenger sale held in December, 1989, and assigned the certificates of purchase to the City; and

WHEREAS, The Department of Housing has found the developers identified on Exhibit "A" to be qualified to acquire and develop those properties set forth opposite their names; now, therefore,

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

SECTION 1. The Commissioner of Housing is authorized to negotiate and execute the redevelopment agreements and all other documents which may be required or necessary to implement the intent and objectives of the

Chicago Tax Reactivation Program with respect to those developers listed on Exhibit "A", subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, the quitclaim deeds conveying the properties to the approved developers, subject to the approval of the Corporation Counsel.

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

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

Exhibit "A".

Developer	Property Address	Property Index Number
Dennis Eli	2472 -- 2480 East 75th	21-30-117-017
	7701 -- 7705 South Yates	21-30-318-001
Circle Christian Development Corp.	164 North Lotus	16-09-315-018
	120 North Waller	16-08-415-028
	146 North Parkside	16-08-416-020
	140 North Parkside V.L.	16-08-416-021
	136 North Parkside V.L.	16-08-416-022
	230 -- 234 North Pine	16-09-308-025
Bethel New Life	4651 -- 4655 West West End	16-10-325-003
Neighborhood Housing Services	3512 West Van Buren	16-14-216-034
	3542 -- 3546 West Monroe	16-14-200-027

Developer	Property Address	Property Index Number
Kenwood Oakland Development Corp.	4505 South Lake Park	20-02-404-018
P.R.I.D.E.	126 South Central	16-17-205-044
The Neighborhood Institute	4838 -- 4846 West Adams	16-16-205-051
	5043 -- 5045 West Quincy V.L.	16-16-210-003
	5441 -- 5451 West Jackson	16-16-113-001
	5449 -- 5451 East Congress	16-16-121-001
	5500 -- 5512 West Jackson	16-16-109-035
Johnnie Herron	16 South Central	16-17-205-031
Ellis Partners	4001 -- 4015 South Ellis	20-02-107-001
South Shore Community Church	7016 South East End	20-24-324-022
Burr Oak Development	3917 -- 3919 West Adams	16-14-106-008
	3923 -- 3925 West Adams	16-14-106-007
	755 -- 757 South Independence	16-14-311-005
	4157 -- 4159 West Madison	16-15-202-001
	4040 -- 4044 West Jackson	16-15-215-031

EXECUTION OF LEASE AGREEMENT AT 5201 NORTH OKETO AVENUE FOR CHICAGO PUBLIC LIBRARY.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance by the Department of General Services regarding the approval of a lease at 5201 North Oketo Avenue for the Chicago Public Library, Lease 14099, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of a lease with Drill Properties, Inc., as managing agent for SOGA, Inc. sole beneficiary of American National Bank Trust, Trust Number 42395, dated March 12, 1978, for approximately 3,000 square feet of office space located on the ground floor at 5201 North Oketo Avenue, for use by the Chicago Public Library, as Lessee, such lease to be approved by the Commissioner of the Chicago Public Library and the President of the Chicago Public Library and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 22596 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Bureau of Assets Management, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this Lease may be served by mailing a copy to the Lessor as follows:

H. E. Abrahamson
Drills Properties, Inc.
7240 West Foster Avenue
Chicago, Illinois 60656

David Glickstein, Esq.
Greenberger, Krauss & Jacobs
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601

(Continued on page 22597)

LEASE—Short Form Lease No. 14099 Form C. O. No. 18 City of Chicago

This Agreement,

Made this ..... day of .....

A. D. 19 , between Drills Properties, Inc., as Managing Agent for SOGA, Inc., Sole Beneficiary of American National Bank Trust, Trust No. 42395 dated 3/12/78 as Lessor , and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor's do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 3,000 square feet of office space located on the ground floor at 5201 North Oketo Avenue for use by the Chicago Public Library.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August A. D. 1990, and ending on the 31st day of July A. D. 1995. Lessee has the right to terminate this lease upon one hundred eighty (180) days prior written notice anytime after twenty-four (24) months from execution of the lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Drills Properties, Inc., 7240 W. Foster, Chicago, IL 60656 or at such other place as the Lessor from time to time in writing may appoint. For Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessee

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease. *excluding H.V.A.C. systems

For Responsibilities of Lesssor and Lessee, See Rider Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor , and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the same time was orginally delivered thereto, ordinary wear and repairs chargeable to the Lessor , excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for 180 days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease. with Lessor prior written approval, said approval shall not be unreasonably withheld.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within 90 days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within 90 days, Lessee shall be excused from payment of rent for the period of such rebuilding., but for only that portion of the premises which is untenantable.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto as of the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel.

Approved:

Real Estate Asset Manager

Commissioner of Chicago Public Library

President of Chicago Public Library

SOGA, Inc., Sole Beneficiary of American National Bank & Trust Company, trustee, under Trust No. 42385 dated 3/12/78

BY: David Glickstein, it's duly authorized representative.

Drills Properties, Inc., as Managing Agent

Commissioner of General Services

(Continued from page 22595)

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Two Thousand Eighty-six and no/100 Dollars ($2,086.00) per month for the period beginning on the 1st day of August, 1990 and ending on the 31st day of July, 1991;

Two Thousand One Hundred Ninety and no/100 Dollars ($2,190.00) per month for the period beginning on the 1st day of August, 1991 and ending on the 31st day of July, 1992;

Two Thousand Three Hundred and no/100 Dollars ($2,300.00) per month for the period beginning on the 1st day of August, 1992 and ending on the 31st day of July, 1993;

Two Thousand Four Hundred Fifteen and no/100 Dollars ($2,415.00) per month for the period beginning on the 1st day of August, 1993 and ending on the 31st day of July, 1994;

Two Thousand Five Hundred Thirty-five and no/100 Dollars ($2,535.00) per month for the period beginning on the 1st day of August, 1994 and ending on the 31st day of July, 1995.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Drills Properties, Inc., 7240 West Foster, Chicago, Illinois 60656.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide common area maintenance.

Provide One Thousand Five Hundred and no/100 Dollars ($1,500.00) in decorating allowance within twelve (12) months from execution of lease.

Provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with the Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to the annual renewal date, should any of the above described policies be cancelled before the expiration date. The Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days after receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, excluding H.V.A.C. systems. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the structural and roof portions of the premises.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises, as stated herein above.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the governmental taxing bodies.

Lessee under this lease shall:

Provide, pay and maintain fire extinguishers for demised premises.

Pay for electricity as metered within demised premises, including electricity for air-conditioning and gas as metered for heating purposes and hot and domestic water.

Maintain H.V.A.C. system during term of lease.

Provide decorating when necessary, decorating to be determined by Lessee.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors of assigns.

Additional clauses to be included in lease:

R-1 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

R-2 Use of Premises. Lessee shall use and occupy the premises for use as a library and for no other use or purpose.

R-3 Rules and Regulations. Lessee agrees to observe the reservations to Lessor contained in paragraph R-4 hereof and agrees, for itself, its employees and agents, to comply with the rules and regulations as shall be adopted by Lessor pursuant to paragraph R-4 of this lease.

R-4 Rights Reserved to Lessor. Lessor reserves the following rights, exercisable without notice and without liability to Lessee, unless otherwise specified herein, for damage or injury to property, person or business and without effecting an eviction or disturbance of Lessee's use or possession or giving rise to any claim for set-off or abatement of rent or affecting any of Lessee's obligations under this lease:

A. To prescribe the location and style of the suite number and the location of the identification sign or lettering for the premises occupied under this lease.

B. To enter the premises at reasonable hours for reasonable purposes, including inspection and supplying janitor service or other services to be provided to Lessee hereunder.

C. In case of fire, invasion, insurrection, mob, riot, civil disorder, or other commotion, or threat thereof, Lessor reserves the right to reasonable limit or prevent access to the building during the continuance of the same, or otherwise take such reasonable action or preventive measures deemed necessary by Lessor for the safety of the Lessees or other occupants of the building or the protection of the building and the property of the building. Lessee agrees to cooperate in any reasonable safety program developed by Lessor.

R-5 Cancellation Option. Lessee reserves the right to terminate this lease within one hundred eighty (180) days prior written notice after twenty-four (24) months from execution of this lease.

R-6 Condemnation.

Total. In the event that the whole of the premises, or such portion of the premises as will render the balance thereof incapable of being restored to an economic unit reasonably suitable for the Lessee's continued occupancy for the purposes and use for which the premises are leased, shall be permanently taken or condemned for a public or quasi-public use or purpose by any competent authority, then and in either of those events, the term of this lease shall terminate from the date when possession of the premises shall be required for such use or purpose.

Partial. In the event only a part of the premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority and the balance thereof can be restored to an economic unit reasonably suitable for Lessee's purpose by the expenditure of a sum not in excess of the award, this Lease shall not terminate and landlord, at it's cost and expense, shall within a reasonable time,
repair and restore the demised premises. Any award paid as a consequence of such taking or condemnation shall be paid to Lessor, and shall be applied, as far as necessary, to the cost of repair and restoration. Any sums remaining unexpended after such application shall be retained by and belong to Lessor. From the date such part of the premises is actually taken, there shall be an equitable reduction of the fixed rental as set forth in this lease, and during the period of such repair and restoration said fixed rental will abate as to that portion of the premises which are untenantable.

Lessor's Option to Terminate. In the event only a part of the premises shall be taken or condemned for a public or quasi-public use or purpose by any competent authority, and the balance thereof can be restored to an economic unit suitable for Lessee's purposes, but only by the expenditure of a sum in excess of the award, or in the

event any portion of the premises shall be so taken or condemned at such time as the then remaining term of this lease is less than 25% of the original lease term then in either event Lessor shall have the option of electing to repair and restore the premises, or terminate this lease. If the Lessor elects to terminate this lease, it shall do so by notice in writing to Lessee within sixty (60) days of the rendition of the award and (in the event it is terminated for the former reason) shall accompany such notice with the certificate of a duly licensed architect specifying the minimum cost of restoration (which specified cost shall be in excess of the amount of such award).

Failure of the Lessor to serve such notice shall constitute election to restore and repair the premises. In the event of the lease termination pursuant to this paragraph, the termination shall be effective as of the date when possession of the portion of the premises was required by the taking authority, and current rental shall in such case be apportioned as of the date of such termination, and the award shall belong solely to Lessor.

Distribution of Award. All compensation awarded or paid upon such a total or partial taking of the premises shall belong to and be the sole property of Lessor, whether such compensation be awarded or paid as compensation for diminution in value of the leasehold or to be the fees; provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, depreciation to, and cost of removal of stock and fixtures. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this condemnation .

R-7 Damage to Premises.

Partial. In the event that the premises shall be partially or totally destroyed by fire or other casualty insurable under full fire and standard extended risk insurance as to become partially or totally untenantable, the same shall be repaired as speedily as reasonably possible at the expense of Lessor unless Lessor shall elect not to rebuild as hereinafter provided, and during the period of said repair or restoration, the rent hereunder shall abate to the extent of the portion of the premises that are untenantable.

Percent of Damage and Option to Terminate. If more than twenty-five percent (25%) of the building in which the premises are located shall be destroyed or so damaged by fire, or other casualty insurable under full standard extended risk insurance, as to become (as to said 25%) wholly untenantable, or in the event the premises

shall be partially or totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then in any such event, Lessor may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or may give notice to Lessee in writing, within 90 days after such injury, terminating this lease as of the date of such injury, and all rental will be apportioned accordingly. If Lessor elects to repair or rebuild said building, it shall within ninety (90) days after such injury, give the Lessee notice of its intention to repair and then to proceed with reasonable speed to make said repairs. Unless Lessor elects to terminate this lease as aforesaid, this lease shall remain in full force and effect and rent shall abate hereunder during the period of such repair and construction to the extent of that portion of the premises that are untenantable.

Lessor's Obligation of Restoration. Lessor's obligation (should it elect or be obligated to repair or rebuild) shall be limited to the basic building, store front and interior work and in no event shall Lessor be required to repair or replace Lessee's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment.

R-8 Subordination Of Lease And Estoppel Certificate.

Subordination. Lessee agrees that this lease shall be subordinate to any first mortgage or trust deeds in the nature of a first mortgage that are now or may hereafter be placed upon the shopping center or said premises, and to the Lessee's interest herein and all renewals, replacements and extensions thereof, provided the mortgagee or beneficiary of said trust deed shall agree to recognize the lease of Lessee in the event of foreclosure, provided that the Lessee is not then in default hereunder. If any first mortgagee or beneficiary of a trust deed in the nature of a first mortgage elects to have this lease superior to its mortgage or trust deed, then upon notice to Lessee this lease shall be deemed to be superior to the lien of any such first mortgage or trust deed in the nature of a first mortgage, whether this lease is dated or recorded before or after such mortgage or trust deed. Tenant hereby agrees to execute any and all documents (in recordable form if required) to effectuate the terms of this paragraph.

Estoppel Certificate. The Lessee agrees at any time and from time to time upon not less than fifteen (15) days prior written request by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same are in full force and effect as modified and stating said modifications) and the dates to which the fixed rent and other

charges have been paid in advance, if any, stating whether Lessee has any set off or claims against the Lessor, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser, mortgagee or assignee or any mortgagee of the premises.

R-9 Holdover And Termination.

Lessee Holdover. If Lessee shall remain in possession of the premises after the expiration of the lease term without executing a new lease, then such holding over shall be construed as a tenancy from month-to-month, subject to all the conditions, provisions and obligations of this lease insofar as the same are applicable to a month-to-month tenancy, except that Lessee shall pay unto Lessor fixed minimum rental during the term of said month-to-month tenancy at the rate of $3,000.00 per month.

Termination and Condition of Premises. On the last day of the term of this lease, or sooner termination of the lease term, Lessee shall quit and surrender the premises, broom clean, in good condition and repair (reasonable wear and tear excepted) together with all alterations, additions and improvements which may have been made in, to or on the premises, except movable furniture or unattached movable trade fixtures put in at the expense of Lessee, except that Lessee shall ascertain from Lessor within thirty (30) days before the end of the lease term whether Lessor desires to have the premises or any part or parts thereof restored to their condition when the premises were delivered to Lessee and if Lessor shall so desire that Lessee shall restore said premises or such part or parts thereof before the end of the lease term at Lessee's sole cost and expense. Lessee, on or before the end of the lease term, shall remove all his property from the premises, and all property not so removed shall be deemed abandoned by Lessee. If the premises be not surrendered at the end of the lease term, Lessee shall indemnify Lessor against loss or liability resulting from delay by Lessee in so surrendering the premises, including, without limitation, any claims made by any succeeding Lessee founded on such delay.

To Let Signs. For a period commencing 180 days prior to the end of the leased term, Lessor may have reasonable access to the premises herein for the purpose of exhibiting the same to prospective Lessees and to post any usual "To Let" or "To Lease" signs upon the premises.

R-10 Miscellaneous.

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. The word "Lessor" and "Lessee" whenever used herein shall be construed to mean Lessee, their successors and assigns (subject to the provisions of this lease relative to assignments) or any one or more of them in all cases where there is more than one Respectfully the Lessor or Lessee; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case fully expressed.

C. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

D. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

E. Brokerage. The Lessee warrants that the Lessee has not had any dealings with any realtor, broker or agent, in connection with the negotiation of this lease excepting only Drills Properties, Inc., and agrees to pay and to hold the Lessor harmless from any cost, expense or liability for any compensation, commission or charges claimed by any realtor, broker or agent, (including but not limited to those named above) with respect to this lease and the negotiation thereof.

F. Title of Lease. The titles herein contained, where used, are for informational purposes only and shall not affect the interpretation or construction of each paragraph hereof.

No member of the Chicago Public Library, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the

demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

EXECUTION OF LEASE AGREEMENT AT 1201 SOUTH CAMPBELL AVENUE FOR DEPARTMENT OF HOUSING.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was referred an ordinance by the Department of General Services regarding the approval of a lease at 1201 South Campbell Avenue for the Department of Housing, Lease 14093, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Leonard Weitzman and Estelle Weitzman, as beneficiaries under Metropolitan Bank and Trust Company, under Trust No. 1806, dated October 10, 1989, as Lessor, for approximately 30,256 square feet of warehouse space and 8,732 square feet of office space for a total of 38,988 square feet located at 1201 South Campbell Avenue for use by the Department of Housing, as Lessee, such lease to be approved by the Commissioner of Housing and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 22607 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a

(Continued on page 22608)

ASE—Short Form Form C O No. 15 City of Chicago

This Agreement, Made this ..... day of .....

D. 19 , between Leonard and Estelle Weitzman, as beneficiaries under Metropolitan Bank and Trust Company, under Trust No. 1806 dated October 10, 1989, as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor S do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consists of approximately 30,256 square feet of warehouse space and 8,732 square feet of office space for a total of 38,988 square feet located at 1201 South Campbell Avenue for use by the Department of Housing.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November /or date of occupation, whichever comes later, but no later than December 1, 1990 D. 1990, and ending on the 31st day of October A. D. 1995. Lessee has the right to rminate this lease upon ninety (90) days prior written notice after thirty-six (36) months from date of occupation. ~~and the right to renew this lease for a further period of~~

~~of the same terms and rental, by giving to the Lessor in either case days' written notice of its election so to do.~~

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Bertram J. Wolf, Peck & Wolf, 105 W. Adams St., 34th Floor, Chicago, IL 60601 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Lessee shall pay rent for said premises during the continuance of this lease at the rate of~~ For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. ~~Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. ~~If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.~~

For Responsibilities of Lessor and Lessee See Rider Attached and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.;* alterations, additions and improvements subject to approval of Lessor. Approval cannot be unreasonably withheld. ~~If any of the premises shall be damaged by fire, lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be entitled to the use of said premises for the period of such rebuilding.~~

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written.

Approved as to form and legality, except as to property description and execution.

Rita Lewandowski
Assistant Corporation Counsel.

Approved:

Asset Manager
Real Estate

Commissioner of General Services

Leonard Weitzman, beneficiary

Estelle Weitzman, beneficiary

By
Metropolitan Bank & Trust Company, as Trustee under Trust No. 1806 dated October 10, 1989

(Continued from page 22606)

written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Asset Manager, Bureau of Asset Management, Real Estate, Department of General Services, 174 West Randolph Street, 2nd Floor, Chicago, Illinois 60601, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy to the Lessor as follows: Mr. Bertram J. Wolf, Attorney-at-Law, Peck & Wolf, 105 West Adams Street, 34th Floor, Chicago, Illinois 60603.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of lease at the rate of:

Ten Thousand Five Hundred Fifty-nine and no/100 Dollars ($10,559.00) per month for the period beginning on the 1st day of November, 1990 or date of occupation, whichever comes later, (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of October, 1992;

Ten Thousand Eight Hundred Twenty-three and no/100 Dollars ($10,823.00) per month for the period beginning on the 1st day of November, 1992 and ending on the 31st day of October, 1993;

Eleven Thousand Ninety-three and no/100 Dollars ($11,093.00) per month for the period beginning on the 1st day of November, 1993 and ending on the 31st day of October, 1994;

Eleven Thousand Six Hundred Forty-eight and no/100 Dollars ($11,648.00) per month for the period beginning on the 1st day of November, 1994 and ending on the 31st day of October, 1995.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Leonard Weitzman and Estelle Weitzman, c/o Bertram Wolf, Peck & Wolf, 105 West Adams Street, 34th Floor, Chicago, Illinois 60603.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete the following repairs by occupation of lease:

Patching of roof.

Installation of garage door at dock area and ventilation fans in warehouse area.

Install sufficient lighting at 1st floor in office space area only.

Install ten (10) 220 electrical outlets in warehouse where necessary.

Clean and repair carpeting where necessary.

Tuckpoint where necessary.

Repair broken skylight panels.

Install exit stairs from second floor to lobby area or to outside that comply with City of Chicago Municipal Code. Location of staircase to be determined by Lessee.

Install 3,000 square foot wire mesh supply room with security gate in warehouse area prior to occupancy.

Provide and pay for heat daily whenever heat shall be necessary for comfortable occupancy of office and store area only of the demised premises Monday through Friday from 7:00 A.M. through 7:00 P.M. and Saturday from 7:00 A.M. through 3:00 P.M. Provide and maintain suspended heaters in warehouse area.

Provide central air conditioning daily whenever air conditioning shall be required for comfortable occupancy of the demised premises, office area only.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition. Hot water will be provided in office and store areas only.

Provide and pay for maintenance of air conditioning and heating units.

Provide and pay for window washing of the outside only of all windows in the demised premises on a reasonable basis.

Shall have washroom handicapped accessible.

Provide and maintain at all times public liability insurance of $1,000,000.00 combined single limit and extended coverage casualty insurance for full replacement value of the building, with the City of Chicago to be named as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply at all times with applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the demised premises.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the governmental taxing bodies.

Provide a security alarm system.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain sprinkler system.

Provide and maintain smoke detectors in warehouse and office area.

Paint office areas.

Repair damaged water pipes and commodes.

Provide automatic door openers for all overhead doors in warehouses.

Lessee under this lease shall:

Pay for electricity as metered for all normal uses including air conditioning. Pay for gas for heating purposes within warehouse.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by Lessor or Lessor's negligence.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Maintain garage doors and automatic garage door openers during term of lease.

Pay for maintenance of security alarm system and monthly service charge if any.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 In the event Lessee elects to place another City agency in the leased premises, Lessee shall pay rent for the entire leased premises until such time as the replacement City agency takes occupancy of the leased premises, at which time the rent obligation shall become that of the replacement City agency. Further, any replacement City agency shall be similar to Lessee in number of employees.

R-2 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the occupancy thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.

R-3 In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where

Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

R-4 Use of Premises. Lessee or replacement City agency shall use and occupy the premises for warehouse and office use and for no other use or purpose.

R-5 Untenantability. If the premises or any part of the building shall be rendered untenantable by fire or other casualty, this lease shall thereby be terminated and Lessee shall be chargeable with rent only to the date of such fire or other casualty. In the event Lessor shall commence rebuilding within thirty days, Lessee shall be excused from payment of rent for the period of rebuilding.

If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined as more than fifty percent (50%) of the premises or the building untenantable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Lessor's control.

R-6 Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be affected by such assignment or sale, and Lessee agrees to attorn to the purchaser or assignee.

R-7 Federal Funds. It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable solely from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payment of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

R-8 Miscellaneous.

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.

C. Time is of the essence of this lease and of each and all provisions hereof.

D. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

E. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

F. No member of the Department of Housing, or other city board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the city under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 26.2 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 26.2-12 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any city contract, as an inducement for the award of a contract or order. Any contract negotiated,

entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

AMENDMENT NUMBER EIGHTEEN TO NEAR WEST SIDE CONSERVATION PLAN BY CHANGING LAND USE FOR PROPERTY AT 1101 -- 1107 WEST TAYLOR STREET.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was transmitted an ordinance by The Honorable Mayor Richard M. Daley, approving Amendment Number 18 to the Near West Side Conservation Plan. This amendment calls for a land use change from "Mixed Business-Residential" to "Business Retail and Service" in order to accommodate the development of a business structure. This amendment affects property located at 1101 -- 1107 West Taylor Street, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Near West Side Conservation Community Council, the Department of Urban Renewal, and the City Council heretofore approved the Near West Side Conservation Plan, as amended; and

WHEREAS, The Near West Side Conservation Community Council, on July 11, 1990, approved Plan Amendment Number 18 to said Plan; and

WHEREAS, The Department of Urban Renewal Board, by Resolution Number 90-DUR-25 adopted on August 21, 1990, approved Plan Amendment Number 18 to said Plan; and

WHEREAS, Amendment Number 18 provides for a change in the land use for the site at 1101 -- 1107 West Taylor Street from "Mixed Business-Residential" to "Business Retail and Services"; and

WHEREAS, The City Council has reviewed Amendment Number 18 and it is the consensus of the City Council that the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the principles of urban planning and within the general recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment Number 18 to the Near West Side Conservation Plan, as amended, for the Near West Side Conservation Area, dated September, 1990, which is incorporated herein by this reference, is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage.

[Amendment Number Eighteen attached to this ordinance printed on pages 22616 through 22617 of this Journal.]

B-68 Miscellaneous.

Amendment No. 18

To The

Near West Side Conservation Plan

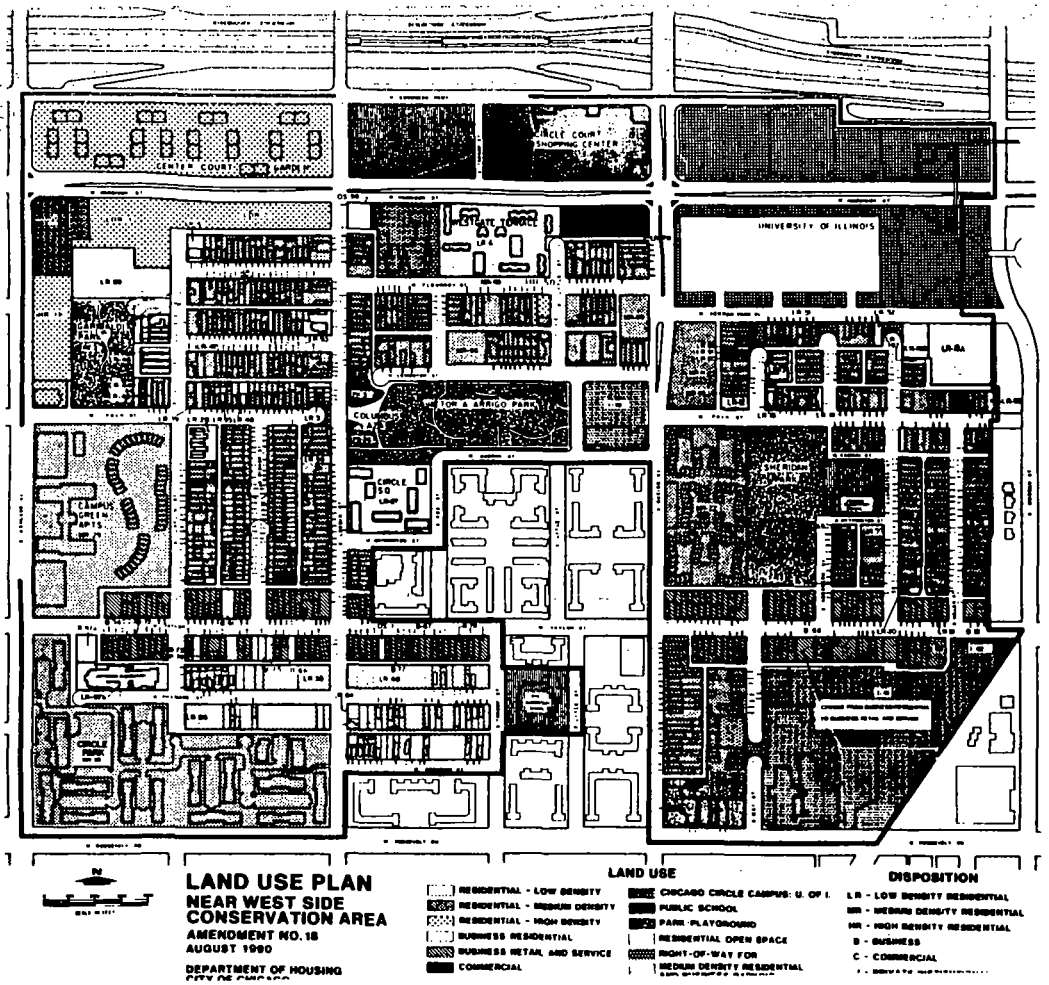
August, 1990.

The Near West Side Conservation Plan, as approved by the City Council of the City of Chicago on October 11, 1961 and as amended by Amendment No. 1 approved on June 29, 1969; Amendment No. 2 approved on August 1, 1969; Amendment No. 3 approved on May 23, 1978; Amendment No. 4 approved on October 24, 1978; Amendment No. 5 approved on September 16, 1980; Amendment No. 6 approved on May 28, 1981; Amendment No. 7 approved on May 5, 1982; Amendment No. 8 approved on July 27, 1983; Amendment No. 9 approved on August 7, 1985; Amendment No. 10 approved on June 6, 1986; Amendment No. 11 approved on August 28, 1986; Amendment No. 12 approved on May 25, 1988; Amendment No. 13 approved on October 30, 1986; Amendment No. 14 approved on March 30, 1988; Amendment No. 15 approved on July 29, 1988; Amendment No. 16 approved on February 16, 1989; and Amendment No. 17 approved on July 19, 1989, is hereby amended as follows:

I. Revise the text of the Near West Side Conservation Plan by deleting Disposition Parcel B-68, located at 1101 -- 1107 West Taylor Street, from the list of "Mixed "Business-Residential" parcels. Hereafter, the land use designation of the parcel will be known as "Business Retail and Service". The "Business Retail and Service" designation is defined in the original Conservation Plan. For Parcel B-68, parking and loading requirements will be in accordance with the underlying zoning (B2-2).

II. Delete the Land Use Plan Map dated June, 1989 and substitute the Land Use Plan Map dated August, 1990. This Land Use Plan Map reflects the following change from the previous map:

The land use for 1101 -- 1107 West Taylor Street (Disposition Parcel B-68) is changed from "Mixed Business-Residential" to "Business Retail and Service".


LAND USE PLAN
NEAR WEST SIDE
CONSERVATION AREA
AMENDMENT NO. 18
AUGUST 1990
DEPARTMENT OF HOUSING
LAND USE
RESIDENTIAL - LOW DENSITY
RESIDENTIAL - MEDIUM DENSITY
RESIDENTIAL - HIGH DENSITY
BUSINESS RESIDENTIAL
BUSINESS RETAIL AND SERVICE
COMMERCIAL
CHICAGO CIRCLE CAMPUS: U. OF I.
PUBLIC SCHOOL
PARK-PLAYGROUND
RESIDENTIAL OPEN SPACE
RIGHT-OF-WAY FOR
DISPOSITION
LR - LOW DENSITY RESIDENTIAL
MR - HIGH DENSITY RESIDENTIAL
B - BUSINESS
C - COMMERCIAL

Re-Referred -- CONVEYANCE OF CITY-OWNED VACANT PARCELS TO BETHEL NEW LIFE, INCORPORATED IN CONNECTION WITH WEST SIDE ISAIAH PLAN.

The Committee on Housing, Land Acquisition, Disposition and Leases submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Housing, Land Acquisition, Disposition and Leases, to which was transmitted an ordinance by the Department of Housing regarding the following, an ordinance which authorizes the conveyance of 26 city-owned vacant parcels, which are located in the 24th, 27th, 28th and 29th wards, and fee waivers for Bethel New Life, Incorporated in connection with the West Side Isaiah Plan, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) LUIS V. GUTIERREZ,
Chairman.

Alderman Henry moved to amend the said proposed ordinance by striking from Exhibit "C" the properties located at 1402 South Keeler and 1419 South Keeler.

On motion of Alderman Gutierrez the foregoing proposed amendment was *Adopted* by a viva voce vote.

Alderman E. Smith then moved to amend the said proposed ordinance by deleting from Exhibit "A" the following language:

4102 West Adams Street
P.I.N.: 16-15-210-044

Lot 2 in M. F. Raftrees' Subdivision of Lots 47 and 48 in Block 6 in Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and inserting in lieu thereof:

4100 -- 4150 West Monroe Street

Legal: Lots 38 and 47, Block 2 W. M. Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15-39-13

Index Numbers: 16-15-202-038, 16-15-202-042.

Alderman Gutierrez moved to refer the foregoing proposed amendment to the Committee on Housing, Land Acquisition, Disposition and Leases. The motion *Prevailed* by a viva voce vote and the said proposed amendment was *Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

Thereupon, Alderman Davis moved to re-refer the said proposed ordinance, as amended, to the Committee on Housing, Land Acquisition, Disposition and Leases. The motion *Prevailed* by a viva voce vote and the said proposed ordinance, as amended, was *Re-Referred to the Committee on Housing, Land Acquisition, Disposition and Leases.*

COMMITTEE ON INTERGOVERNMENTAL RELATIONS.

UNITED STATES CONGRESS URGED TO RESCIND SECTION 10 OF 1985 LOW-LEVEL RADIOACTIVE WASTE POLICY AMENDMENTS ACT AND TO CEASE FURTHER ACTIONS TO DEREGULATE RADIOACTIVE WASTE AND MATERIALS.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on October 3, 1990) memorializing the Congress of the United States to reverse existing policy relating to the regulation of low-level radioactive waste, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

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

Sincerely,

(Signed) ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States Congress and the United States Nuclear Regulatory Commission (N.R.C.) have approved the concept of deregulating heretofore radioactive waste to the status of nonradioactive waste (waste "Below Regulatory Concern", B.R.C.); and

WHEREAS, Deregulation will make it more difficult for local jurisdictions to prohibit and prevent such deregulated radioactive waste from disposal in landfills, sewers, incinerators and any other facilities for solid, liquid or hazardous waste, which are neither designed nor intended to take radioactive waste; and

WHEREAS, Deregulated radioactive materials might be recycled and contaminate raw materials and consumer products; and

WHEREAS, Evidence is growing that exposure to low-levels of ionizing radiation has greater negative health effects than previously assumed by national and international agencies; and

WHEREAS, Radiation and chemicals have synergistic effects on the environment and human health and exposures to both may increase as a direct result of the planned deregulation of nuclear waste; and

WHEREAS, The City of Chicago currently prohibits the disposal of radioactive material in landfills within its jurisdiction; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That the U. S. Congress is hereby memorialized to rescind Section 10 of the 1985 Low-Level Radioactive Waste Policy Amendments Act (P.L. 99-240) which required the Nuclear Regulatory Commission to set B.R.C. standards; and

Be It Further Resolved, That U. S. N.R.C. is hereby memorialized to halt all activities that will result in deregulating radioactive waste and materials (B.R.C.). Those activities include, but are not limited to:

1. Deregulating nuclear waste and consumer products utilizing radioactive materials;

2. Accepting or processing applications for generic deregulation of nuclear waste (B.R.C.) policy; and

3. Promulgating the B.R.C. policy; and

Be It Further Resolved, That a copy of this resolution be delivered to members of the Illinois Congressional delegation as well as the members of the House Energy and Commerce Committee and the appropriate committee of the United States Senate.

UNITED STATES CONGRESS URGED TO ENACT LEGISLATION DIRECTING DEPARTMENT OF JUSTICE TO INVESTIGATE ALLEGATIONS OF GASOLINE PROFITEERING.

The Committee on Intergovernmental Relations submitted the following report:

CHICAGO, October 31, 1990.

To the President and the Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on September 12, 1990) memorializing the United States Congress to take steps to combat gasoline price gouging due to the conflict in the Middle East, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) ROMAN PUCINSKI,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The price of gasoline jumped instantly when Iraq invaded Kuwait; and

WHEREAS, Cases of selling gasoline to the public at a discount in order to attract business are surprisingly rare; and

WHEREAS, There is a generally acknowledged glut of crude oil around the globe; and

WHEREAS, There are large underground reserves of oil as well as substantial excess production capacity both in this country and abroad; and

WHEREAS, American energy companies had at least a two-month supply of crude on hand when the Middle East crisis erupted; now, therefore,

Be It Resolved, That the Chicago City Council does hereby memorialize the United States Congress to enact legislation directing the Department of Justice to investigate allegations of gasoline profiteering and collusion to keep prices artificially high; and

Be It Further Resolved, That the Chicago City Council memorialize the United States Congress to establish regulatory guidelines and sanctions insuring fair distribution of the vital commodity of gasoline; and

Be Further It Resolved, That the Chicago City Council memorialize the United States Congress to design a comprehensive energy policy, guaranteeing efficient use of national resources and maximum independence from foreign suppliers; and

Be Further It Resolved, That copies of this resolution be transmitted to members of the Illinois congressional delegation.

Action Deferred -- EXPRESSION OF SUPPORT AND APPRECIATION OF WSNS TELEVISION, CHANNEL 44 AND SUBMISSION OF AMICUS CURIAE BRIEF TO FEDERAL COMMUNICATIONS COMMISSION ON BEHALF OF VIDEO 44.

The Committee on Intergovernmental Relations submitted the following report which was, on motion of Alderman Gutierrez, Roti, Garcia, Soliz, Davis and Banks, *Deferred* and ordered published:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Intergovernmental Relations, having had under consideration a resolution (referred on October 3, 1990) requesting Mayor Richard M. Daley to convey support of Channel 44 WSNS-TV's commitment to quality programming to the citizens of Chicago, the Hispanic community,

the Illinois Congressional Delegation and the Federal Communications Commission. The resolution also calls for the Mayor, through the City Council, to produce an Amicus Curiae to the Federal Communications Commission for consideration of an appeal by Video 44, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the said proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) ROMAN PUCINSKI,
Chairman.

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

WHEREAS, The City of Chicago is very proud of its extensive ethnic and cultural diversity; and

WHEREAS, The City of Chicago is proud of its history as a port of entry for newly arrived immigrants; and

WHEREAS, Hispanics constitute the fastest growing ethnic minority in the City of Chicago, the State of Illinois and the country; and

WHEREAS, Hispanics continue to be under-represented at all levels of government; and

WHEREAS, Hispanics continue to suffer from disproportionately high school dropout rates, high infant mortality and teen pregnancy rates, high unemployment and underemployment, low average income levels, low moderate priced housing availability and low college graduation rates, among many other social problems; and

WHEREAS, Hispanics have made tremendous contributions to the economic, civic, cultural and social growth of the City of Chicago and otherwise to the overall well-being of all the city, state, and United States as a whole; and

WHEREAS, Hispanics themselves through their hard work, creativeness, perseverance, the development of their community-based and other organizations, and through their mobilization and organization for democratic political education and mobilization for effective participation in

the democratic processes of the city, state and country have developed and continue to develop the solutions to the problems they face; and

WHEREAS, It is a historical fact that the communications process, and particularly the electronic media, have served well, continue to serve and should serve the public interest; and

WHEREAS, Since 1985, WSNS-TV Channel 44 Chicago, hereinafter to be called Channel 44, has distinguished itself in the public service of the Hispanic community and of all citizens of the city as Chicago's only full time Spanish television station; and

WHEREAS, Only weeks after becoming Chicago's first full time TV station, Channel 44 surprised the city with its brilliant handling of the relief efforts on behalf of the victims of the earthquake that destroyed Mexico City in September, 1985; and

WHEREAS, Channel 44 has been the main means of communication among Chicago Hispanics when other disasters have occurred, such as the Colombian flood of 1986, the Puerto Rican flood of 1985, and most recently, the relief efforts for the victims of hurricane Hugo in 1989; and

WHEREAS, It is an undeniable fact that Channel 44 has been the main means of mass communication involved with and devoted to the nonpartisan civic and political education of Hispanics in the City of Chicago; and

WHEREAS, All Hispanic elected officials in Chicago acknowledge a debt of gratitude to Channel 44 for always going the extra mile in providing their viewers with a fair and balanced coverage of all the public and political issues relevant to the Hispanic community; and

WHEREAS, Hispanics had the highest rate of participation of all ethnic groups in the City of Chicago in the 1989 Local School Council elections and whereas Channel 44 has been publicly recognized for its prime-time promotion of the all-important civic duty to insure the future of our city, state and country; and

WHEREAS, A. D. Moyer, I.N.S. Regional Director for the greater Chicago area has publicly acknowledged Channel 44's untiring efforts to disseminate vital information to the Hispanic community on the Immigration and Legalization Act of 1986, and has figured that their efforts resulted in at least 20,000 additional "illegal aliens" availing themselves of the benefits of the legalization process; and

WHEREAS, Channel 44 has distinguished itself and rendered the city and all of its citizens an invaluable service in promoting citizen participation in the Census of 1990, thereby contributing to obtain a more accurate and fair count from which should flow the appropriate amount of federal dollars for services and improvements needed by all in Chicago; and

WHEREAS, Channel 44 has gone well beyond the call of duty in offering it's viewers a very consistent flow of information on critical health related issues which are vital for the life and well being of Hispanic children, their families and all residents of the City of Chicago; and

WHEREAS, Channel 44 has been and continues to be one of the major promoters of Hispanic voter registration without which further contributions by Hispanics in the political arena will be hampered; and

WHEREAS, The decade of the 1990's should become the decade in which Hispanics in the City of Chicago finally became full partners with the rest of the city in fully sharing as equals in wealth, well-being and civil and political decision making powers of our democratic institutions; and

WHEREAS, This necessary process of social, economic and political improvement by Hispanics will greatly be hampered without the continuing shining efforts on its behalf by Channel 44; and

WHEREAS, September is Hispanic Heritage Month, and Channel 44 has been the most important mass medium for the coverage and promotion of the great Mosaic that is Hispanic Culture and its powerful development here in the city, as demonstrated on September 14, where Channel 44 participated with our Honorable Mayor in the kick-off of the city's Hispanic Heritage Month Celebration; and

WHEREAS, Each and every member of this Council is surprised, hurt and saddened by a recent decision of the Federal Communications Commission to revoke the license to broadcast of Channel 44; and

WHEREAS, The following Aldermen have signed and are co-sponsors of this resolution: Fred B. Roti, Bobby L. Rush, Dorothy J. Tillman, Timothy C. Evans, Lawrence S. Bloom, John O. Steele, William M. Beavers, Lorraine L. Dixon, Robert Shaw, Victor A. Vrdolyak, Patrick M. Huels, Mark J. Fary, John S. Madrzyk, Edward M. Burke, Marlene C. Carter, Anna R. Langford, Allan K. Streeter, Robert T. Kellam, Michael F. Sheahan, Arenda Troutman, Jesse J. Evans, Jesus G. Garcia, William F. Krystyniak, Juan M. Soliz, Sheneather Y. Butler, Ed H. Smith, Danny K. Davis, Carole Bialczak, Raymond A. Figueroa, Richard F. Mell, Lemuel Austin, Jr., Joseph S. Kotlarz, William J. P. Banks, Percy Z. Giles, Thomas W. Cullerton, Anthony C. Laurino, Patrick J. O'Connor, Burton F. Natarus, Edwin Eisendrath, Bernard J. Hansen, Patrick J. Levar, Helen Shiller, Eugene C. Schulter, Mary Ann Smith, David D. Orr and Bernard L. Stone; and

WHEREAS, Each and every member of this Council considers this unfortunate decision by the F.C.C. to be contrary to the best interests of the Hispanic community and of all citizens of the City of Chicago, and to be bad public policy and which appears to be in conflict with the very mission and very raison d'etre for the F.C.C.; now, therefore,

Be It Resolved, That the Council ask of the honorable Mayor of the City of Chicago, Mr. Richard M. Daley to convey by every means available to the government of the City and its dependencies the fullest appreciation and support of the efforts of the current owners of Channel 44 to continue serving the Hispanic community and the City of Chicago through its quality programming, public service and exemplary community commitment; and

Be It Further Resolved, That the Mayor of the City of Chicago communicate this resolution to the congressional delegation of the State of Illinois to obtain their support for Channel 44; and

Be It Further Resolved, That the Mayor of the City of Chicago through the City Council produce a document entitled Amicus Curiae to be submitted to the consideration of the honorable Federal Communications Commission in their deliberations on the appeal to be filed by Video 44; and

Be It Further Resolved, That certified copies of this resolution be submitted to the Federal Communications Commission as evidence of the appreciation and support of the exemplary record of public service by Channel 44 by the City of Chicago, City Council and Mayor; and

Be It Further Resolved, That this Council hereby calls upon all the citizens of the City of Chicago to let the appropriate authorities know of their appreciation and support for the efforts and public service to this city at Channel 44.

COMMITTEE ON LICENSE.

AMENDMENT OF TITLE 4, CHAPTER 172, SECTIONS 020(d) AND 020(e) OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW PARAGRAPHS 020(d)-17 AND 020(e)-5 DISALLOWING ISSUANCE OF NEW LIQUOR AND PACKAGED GOODS LICENSES WITHIN SPECIFIED AREAS OF TWENTY-SIXTH WARD.

The Committee on License submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the Chicago City Council:

Your Committee on License, having had under consideration a proposed ordinance to amend Chapter 4-172, Subsection 4-172-020(d) of the Municipal Code of the City of Chicago by adding a new paragraph 4-172-020(d)-17, disallowing the issuance of new licenses for the sale of alcoholic liquor for consumption on the premises within the 26th Ward; and Chapter 4-172, Subsection 4-172-020(e) of the Municipal Code of the City of Chicago by adding a new paragraph 4-172-020(e)-5, disallowing the issuance of new licenses for the sale of alcoholic liquor packaged goods within the 26th Ward; and which was referred to the Committee on Licenses on September 12, 1990; after having heard said matter in committee on October 26, 1990, begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members present, with no dissenting votes.

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, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 4-172 of the Municipal Code of Chicago is hereby amended in Subsection 4-172-020(d) by adding the language in italics as follows:

4-172-020. * * * * *

(d) No license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

17. In the area bounded by a line beginning at the intersection of West Armitage Avenue and South Oakley Avenue; thence south on South Oakley Avenue to North Milwaukee Avenue; thence southeast on North Milwaukee Avenue to West North Avenue; thence west on West North Avenue to North Hoyne Avenue; thence south on North Hoyne Avenue to West Schiller Street; thence east on West Schiller Street to North Damen Avenue; thence north on North Damen Avenue to North Milwaukee Avenue; thence southeast on North Milwaukee Avenue to West Thomas Street; thence west on West Thomas Street to North Ashland Avenue; thence south on North Ashland Avenue to West Cortez Street; thence west on West Cortez Street to North Wood Street; thence north on North Wood Street to West Thomas Street; thence west on West Thomas Street to North Leavitt Street; thence north on North Leavitt Street to West Division Street; thence west on West Division Street to North Oakley Street; thence south on North Oakley Street to West Haddon Avenue; thence west on West Haddon Avenue to North Western Avenue; thence south on North Western Avenue to West Chicago Avenue; thence west on West Chicago Avenue to North Kedzie Avenue; thence north on North Kedzie Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North California Avenue; thence south on North California Avenue to West Armitage Street; thence east on West Armitage Street to the place of beginning,

provided however, that this prohibition shall not apply to hotels offering restaurant service, restaurants, or to clubs within one of the areas defined above, nor the renewal of a license for the sale of alcoholic liquor for consumption on the premises, where such place of business was established and licensed prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection. Nothing in this subsection shall prohibit the issuance of a beer garden or late hour liquor license to a licensed establishment located within the areas specified herein, provided that the applicable requirements of this chapter are met.

For the purpose of this subsection, whenever the liquor license for a premises located within an area designated above lapses for failure to

renew or is revoked for cause, no new license subject to the prohibition *of this subsection* shall be issued for such premises. No direct or indirect interest in the ownership of a liquor licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a liquor licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the liquor licensee in any twelve month period.

SECTION 2. Chapter 4-172 of the Municipal Code of Chicago is hereby amended in Subsection 4-172-020(e) by adding the language in italics as follows:

* * * * *

4-172-020.

(e) No package goods license shall be issued for any premises located within the following areas:

5. Beginning at the intersection of West Armitage Avenue and South Oakley Avenue; thence south on South Oakley Avenue to North Milwaukee Avenue; thence southeast on North Milwaukee Avenue to West North Avenue; thence west on West North Avenue to North Hoyne Avenue; thence south on North Hoyne Avenue to West Schiller Street; thence east on West Schiller Street to North Damen Avenue; thence north on North Damen Avenue to North Milwaukee Avenue; thence southeast on North Milwaukee Avenue to West Thomas Street; thence west on West Thomas Street to North Ashland Avenue; thence south on North Ashland Avenue to West Cortez Street; thence west on West Cortez Street to North Wood Street; thence north on North Wood Street to West Thomas Street; thence west on West Thomas Street to North Leavitt Street; thence north on North Leavitt Street to West Division Street; thence west on West Division Street to North Oakley Street; thence south on North Oakley Street to West Haddon Avenue; thence west on West Haddon Avenue to North Western Avenue; thence south on North Western Avenue to West Chicago Avenue; thence west on West Chicago Avenue to North Kedzie Avenue; thence north on North Kedzie Avenue to West Fullerton Avenue; thence east on West Fullerton Avenue to North California Avenue; thence south on North California Avenue to West Armitage Avenue; thence east on West Armitage Avenue to the place of beginning,

provided, however, that this prohibition shall not apply to the renewal of a package goods license for a premises located in such area if such place of business was established and licensed to sell package goods prior to the effective date of the prohibition and has operated continuously within one of the defined areas subsequent to the inclusion of the defined area within this subsection.

For the purpose of this subsection, whenever the package goods license for a premises located within an area designated above lapses for failure to renew or is revoked for cause, no new license subject to the prohibition of this subsection shall be issued for such premises. No direct or indirect interest in the ownership of a package goods licensee may be transferred unless such transfer is made to another person or persons who already share ownership in the licensee or involves the transfer of less than 5% of the shares of a corporation. No person to whom less than 5% of the shares of a package goods licensee is transferred, who did not share ownership in the licensee prior to such transfer, may purchase more than 5% of the shares of the package goods licensee in any twelve month period.

SECTION 3. This ordinance shall take effect upon its passage and publication, provided, however, that the prohibition on the issuance of a category of liquor license within the area designated herein shall not apply to a person who has submitted a completed application for such liquor license and paid the applicable license fee to the Department of Revenue prior to the effective date of this ordinance.

COMMITTEE ON LOCAL TRANSPORTATION.

ERECTION OF BUS PASSENGER SHELTER ON PORTION OF NORTH WESTERN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred September 12, 1990) to memorialize the Chicago Transit Authority to give consideration to the installation of a bus passenger shelter on Western Avenue at Grand Avenue for southbound passengers, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 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
Western		Grand	Southbound	27th

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 hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance, removal or relocation of the bus shelter.

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.

REPEAL OF ORDINANCE WHICH ESTABLISHED BUS STAND ON PORTION OF NORTH CLINTON STREET, SOUTH OF WEST RANDOLPH STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

provided, however, that this prohibition shall not apply to the renewal of a

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred September 12, 1990) to repeal the ordinance that established the bus stand on North Clinton Street from a point 90 feet south of the south property line of West Randolph Street, to a point 105 feet south thereof, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council March 28, 1979, page 9845 of the Journal of the Proceedings establishing the following bus stand:

Public Way	Area
North Clinton Street	From a point 90 feet south of the south property line of West Randolph Street, to a point 105 feet south thereof,

be and the same is hereby repealed and said bus stand is hereby abolished.

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

REPEAL OF ORDINANCE WHICH ESTABLISHED BUS STAND ON PORTION OF NORTH CLINTON STREET, SOUTH OF WEST WASHINGTON STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred September 12, 1990) to repeal the ordinance that established the bus stand on North Clinton Street from a point 85 feet south of the south property line of West Washington Street to West Madison Street, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council October 6, 1981, page 7378 of the Journal of the Proceedings establishing the following bus stand:

Public Way	Area
On North Clinton Street	From a point 85 feet south of the south property line of West Washington Street to West Madison Street,

be and the same is hereby repealed and said bus stand is hereby abolished.

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

CONSTRUCTION OF CHICAGO TRANSIT AUTHORITY SUPERVISOR'S BOOTH ON PORTION OF NORTH CENTRAL AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred September 12, 1990) to memorialize the Chicago Transit Authority to give consideration to the installation of a supervisors booth on North Central Avenue at West Corcoran Place, southbound, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Transit Authority has determined by experience, the necessity of stationing supervision at various locations to monitor bus operation; and

WHEREAS, Chicago Transit Authority has determined by experience that booths for the convenience and protection of its supervisors are invaluable; and

WHEREAS, The Chicago Transit Authority has selected as sites locations where other means of shelter are inadequate; and

WHEREAS, The number of bus routes was also a factor in these site selections; now, therefore,

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

SECTION 1. That the construction of a supervisor booth at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Direction	Ward
North Central Avenue		West Corcoran Place	Southbound	29

SECTION 1a. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works for work necessary to install and maintain the supervisor booth.

SECTION 1b. The Chicago Transit Authority shall be solely responsible for all expenses associated with the installation, maintenance, removal or relocation of the supervisor booth.

SECTION 1c. The Chicago Transit Authority shall hold the City of Chicago harmless from property damage or personal injuries arising out of said installation, maintenance and removal of the supervisor booth.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the supervisor booth at its sole expense within thirty (30) days when so ordered by the City of Chicago, Department of Public Works.

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

ESTABLISHMENT OF TAXICAB STAND NUMBER 606 ON PORTION OF EAST ILLINOIS STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred October 3, 1990) for the establishment of Taxicab Stand No. 606 on East Illinois Street (upper level) from 120 feet east of North Michigan Avenue to a point 80 feet west thereof, 4 vehicles, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago there is hereby established a taxicab stand, to be known by the designated number, for the number of vehicles stated at the following location:

Stand No. 606	On East Illinois Street (upper level) from 120 feet east of North Michigan Avenue to a point 80 feet east thereof, 4 vehicles.

SECTION 2. It shall be unlawful for the operator of any vehicle other than a taxicab to stand or park such vehicle in the space occupied by said taxicab stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading and unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-373 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 401 ON PORTION OF NORTH MICHIGAN AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred September 12, 1990) to amend the ordinance that established Taxicab Stand No. 401 on North Michigan Avenue, along the east curb, by striking "beginning at a point 25 feet north of the south building line of East Illinois Street and extending to a point 100 feet north thereof, 5 vehicles", and by inserting in lieu thereof: "beginning at a point 112 feet south of the south building line of East Grand Avenue (lower level) to a point 40 feet north thereof, 2 vehicles", begs leave to recommend

that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council on May 8, 1963, page 240 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand No. 401	On North Michigan Avenue, along the east curb, beginning at a point 25 feet north of the south building line of East Illinois Street and extending to a point 100 feet north thereof; except between the hours of 4:00 P.M. and 7:00 P.M. daily, Saturdays and Sundays excluded, 5 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"beginning at a point 25 feet north of the south building line of East Illinois Street and extending to a point 100 feet north thereof, 5 vehicles"

and inserting in lieu thereof the following language:

"beginning at a point 112 feet south of the south building line of East Grand Avenue (lower level) to a point 40 feet north thereof, 2 vehicles".

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

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 484 ON PORTION OF NORTH STETSON AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, October 29, 1990.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on September 12, 1990) to amend the ordinance that established Taxicab Stand No. 484 on North Stetson Avenue (upper level) east side by striking: "from a point 208 feet south of East Wacker Drive, to a point 133 feet south thereof, 6 vehicles" and inserting in lieu thereof: "from a point 128 feet south of East Wacker Drive, to a point 240 feet south thereof, 10 vehicles", begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That an ordinance passed by the City Council November 4, 1981, pages 7848 -- 7849 of the Journal of the Proceedings, establishing the following taxicab stand:

Stand No. 484	On North Stetson Avenue (upper level) east side, from a point 208 feet south of East Wacker Drive, to a point 133 feet south thereof, 6 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"from a point 208 feet south of East Wacker Drive, to a point 133 feet south thereof, 6 vehicles"

and inserting in lieu the following:

"from a point 128 feet south of East Wacker Drive, to a point 240 feet south thereof, 10 vehicles".

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

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 2-84, SECTION 2-84-430 BY DIRECTING SUPERINTENDENT OF POLICE TO PROVIDE PROMPT INVESTIGATION AND HEARINGS OF COMPLAINTS AGAINST POLICE OFFICERS WITHIN POLICE DISTRICT WHEREIN SAID COMPLAINT WAS FILED.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions for which a meeting was held on Thursday, October 25, 1990, having had under consideration a proposed ordinance introduced by Alderman Sheneather Y. Butler to decentralize reception and investigation of complaints against police personnel, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committees recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance which failed to pass, reads as follows:

WHEREAS, As one of the world's largest urban centers, the City of Chicago, demands a first-class police department; and

WHEREAS, In order to control its own problems from within, the police department has established an Office of Professional Standards to receive and investigate complaints against police personnel; and

WHEREAS, This Office of Professional Standards has always remained aloof from the public, headquartered inaccessible to the general citizenry and remote from the urban communities which make up our great City; and

WHEREAS, There is an urgent need for the Office of Professional Standards to be decentralized and for hearings on complaints to occur at the police district level so that citizens have access to hearings and so that investigations take place in the communities in which specific complaints arise; now, therefore,

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

SECTION 1. That Section 11-40 of the Municipal Code of Chicago be and the same is hereby amended by adding thereto the following paragraph in italics below:

11-40. All complaints of citizens regarding officers and members of the department of police shall be investigated promptly and thoroughly. The substance of all oral complaints and copies of written complaints received at the police stations, the various bureaus, divisions and sections of the service, shall be forwarded promptly to the Superintendent of Police.

The Superintendent shall assure and promptly act toward investigation and hearing of each complaint, such hearing to take place in the police district in which the complaint was made and to be open to the public.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTERS 11 AND 12 BY ADDITION OF NEW SECTIONS 11-33.1 AND 12-17.1 TO ESTABLISH PROCEDURES FOR RANDOM DRUG TESTING OF CHICAGO POLICE AND FIRE DEPARTMENT PERSONNEL.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration a proposed ordinance introduced by Alderman Ed H. Smith and Alderman Robert Shaw for mandatory drug testing of the City's police and fire personnel, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 11 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 11-33.1 and to read as follows:

11-33.1. From time to time, at least once every six months and in a manner of random selection, the superintendent shall contract with three medical sources outside city government and shall oversee the testing of each employee of the department for usage of and dependency on controlled substances, to the end that each department employee shall be tested once every three (3) years.

It shall be the duty of every police department employee to submit to such testing upon request. Failure to do so will result in a 30-day suspension from duty. Failure to submit to such testing within said 30-day period shall result in dismissal from the department.

Any person found using controlled substances without specified requirements or authority from a duly qualified medical doctor shall be dismissed from the department.

SECTION 2. That Chapter 12 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 12-17.1 and to read as follows:

12-17.1. From time to time, at least once every six months and in a manner of random selection, the superintendent shall contract with three medical sources outside city government and shall oversee the testing of each employee of the department for usage of and dependency on controlled substances, to the end that each department employee shall be tested once every three (3) years.

It shall be the duty of every fire department employee to submit to such testing upon request. Failure to do so will result in a 30-day suspension from duty. Failure to submit to such testing within said 30-day period shall result in dismissal from the department.

Any person found using controlled substances without specified requirements or authority from a duly qualified medical doctor shall be dismissed from the department.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 97 BY ADDITION OF NEW SECTIONS 97-7.3 AND 97-7.4 TO STRENGTHEN SANCTIONS IMPOSED FOR SALE OR PURCHASE OF ILLEGAL SUBSTANCES.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration a proposed ordinance introduced by Alderman Ed H. Smith for confiscation of motor vehicles used during purchase or sale of illegal drugs, et cetera, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. That Chapter 97 of the Municipal Code of Chicago is hereby amended by inserting therein, in their proper sequence, two new sections to be known respectively as Section 97-7.3 and Section 97-7.4, and to read as follows:

97-7.3. It shall be unlawful for any person or persons to buy, sell, exchange, give, pass or handle any illegal controlled substances inside or immediately outside any motor vehicle used on a public way within the city. For the purposes of this section, the term "controlled substances" shall carry the same meaning as, and include all substances delineated in, the Controlled Substances Act of the State of Illinois, Public Act 77-757, approved and effective 8/16/71.

Any person found in violation of this section shall forfeit his or her driver's license, shall be subject to imprisonment of a minimum of 90 days, shall be subject to a fine of up to $1,000.00 for each offense, and in lieu of said fine may be allowed to perform a proportionate time of community service.

Any motor vehicle involved in the willful violation of this section shall be impounded for a period equal to the imprisonment required above, and the cost of such impounding shall be charged said guilty person.

Any person who is a passenger inside the motor vehicle at the time of violation shall be subject to a minimum imprisonment of 30 days.

97-7.4. Whenever it is proven or known that any vacant lot or parcel within the city is being used for the purchase, sale, or exchange or handling of illegal controlled substances, the city shall have the right to post, in signage clearly visible from the public way, words designating such lot or parcel as a Drug Abuse Area, and any person found purchasing, selling exchanging or handling illegal controlled substances thereon, as well as any person found loitering thereon, shall receive a minimum 30-day imprisonment in addition to any other fine or penalty provided by law.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193, SECTION 193-6 BY EXPANDING DEFINITION OF AND PENALTY PROVISIONS FOR DAMAGE OR OBSTRUCTION OF MUNICIPAL SIGNAL SYSTEMS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration an amendment introduced by Alderman Mark J. Fary to Municipal Code Chapter 193, Section 193-6 concerning acts of vandalism and penalty provisions contained therein, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended to further include the following italicized information and additional penalties found therein:

8-4-140. No person, unless duly authorized, shall open any signal box, unless it be to given an alarm of fire or to communicate with the police on necessary business, nor break, cut, injure, deface, derange, or in any manner meddle or interfere with any signal box or the fire-alarm or police telegraph wires, or with any municipal electric wires, *street lights, alley lights, fuse boxes, breakers, related wiring, poles, conduits or apparatus.* Any person *who violates* any of the foregoing provisions, *upon conviction thereof,* shall be *punished by a fine of not less than five hundred dollars* nor more than *one thousand dollars* for each offense. *Any such offense may also be punished as a misdemeanor by incarceration in a penal institution other than a penitentiary for a term of ten (10) days or by a requirement to perform eighty (80) hours of community service under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat. Ch. 46 ¶1-2-1.1 (1985), as amended, and in the Illinois Code of Criminal Procedure, Ill. Rev. Stat. Ch. 38, ¶100-1 et seq. (1985), as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, Ill. Rev. Stat. Ch. 110, ¶1-101, et seq. (1985), as amended.*

SECTION 2. If any provisions 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, the judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which the judgment shall have been rendered and to the person or circumstance involved. It is hereby declared to the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause sentence, paragraph, section or part thereof not been included.

SECTION 3. This ordinance shall become effective from and after its date of passage and due publication.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193 BY ADDITION OF NEW SECTION 193-7.13 REQUIRING LICENSING OF ELECTRONIC PAGING DEVICES.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration a proposed ordinance introduced by Alderman Robert Shaw to require licensing of electronic paging devices, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed To Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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 its proper numerical sequence, a new section to be known as Section 193-7.13 and to read as follows:

193-7.13. It shall be unlawful for any person to use an electronic paging device within the City without first having obtained a license therefor. Applications for such licenses shall be made in conformity with the licensing provisions of this code, and shall be accompanied by a fee of fifty dollars. License duration shall be for one year from the date of issuance.

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

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE CHAPTER 193 BY ADDITION OF NEW SECTION 193-7.13 PROHIBITING USAGE OF ELECTRONIC PAGING DEVICES BY MINORS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration a proposed ordinance introduced by Alderman Robert Shaw to prohibit minors from using electronic paging devices, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

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 its proper numerical sequence, a new section to be known as Section 193-7.13 to read as follows:

193-7.13. It shall be unlawful for any person under the age of 18 years to acquire, carry or use any electronic paging device within the boundaries of this city.

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

Failed To Pass -- JUDGE PRENTISS MARSHALL REQUESTED TO CAUSE EMERGENCY PROMOTION OF POLICE SERGEANTS FROM 1979 ELIGIBILITY LIST.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 26, 1990.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, for which a meeting was held on Thursday, October 25, 1990, having had under consideration an amended resolution deferred and published, introduced by Alderman Kathy Osterman and Alderman Patrick J. O'Connor, for the immediate promotion of sergeants on an emergency basis, begs leave to recommend that Your Honorable Body *Do Not Pass* the said proposed resolution, as amended, which is transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed resolution, as amended, *Failed to Pass* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

Said resolution, which failed to pass, reads as follows:

WHEREAS, The Chicago Police Department is 175 sergeants short, severely curtailing the effectiveness of many police department operations; and

WHEREAS, This resulted, in part, from the recent promotion of sergeants to lieutenant; now, therefore,

Be It Resolved, That the City Council of the City of Chicago direct the Corporation Council to prepare and present a motion before The Honorable Judge Prentiss Marshall requesting permission to immediately promote Sergeants, based upon the existence of an emergency within the City of Chicago, from the 1979 list of eligible candidates while the City prepares and the court rules upon the legitimacy of the 1985 list; and

Be It Further Resolved, That the Superintendent of Police or his designee be called upon to assist in the preparation and/or presentation of this motion.

COMMITTEE ON PORTS, WHARVES AND BRIDGES.

AMENDMENT OF TITLE 10, CHAPTER 40 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 281 PROHIBITING OPERATION OF ADVERTISING VESSELS IN CHICAGO WATERWAYS.

The Committee on Ports, Wharves, and Bridges submitted the following report:

CHICAGO, October 30, 1990.

To the President and Members of the City Council:

The Committee on Ports, Wharves and Bridges held a meeting on Wednesday, October 24, 1990, having under consideration the addition of a new Section 10-40-281 to the Municipal Code, prohibiting advertising vessels from operating in the City of Chicago waterways, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance recommending this addition. The recommendation was concurred in by all the members present.

Respectfully submitted,

(Signed) ED H. SMITH,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The protection and enhancement of public safety and welfare are matters pertaining to the government and affairs of the City of Chicago; and

WHEREAS, In its Lake Michigan and Chicago Lakefront Protection Ordinance, the City of Chicago has designated Lake Michigan and the Chicago Lakefront as a district having special environmental, recreational, cultural, historical, community and aesthetic interests and values; and

WHEREAS, The river system within the City of Chicago remains a major artery of commerce, and has received increasing public recognition as deserving special environmental, recreational, cultural, historical, community and aesthetic consideration; and

WHEREAS, The presence on the City's waterways of vessels devoted primarily to advertising distracts those operating other vessels and thereby is hazardous to navigation; disrupts the natural beauty of Chicago's lakefront, and thereby is contrary to the policies adopted in the Lake Michigan and Chicago Lakefront Protection Ordinance; and inhibits the aesthetic development of Chicago's river system; and

WHEREAS, By the enactment of Section 7-4-4 of the Illinois Municipal Code, as amended, the State of Illinois has conferred on the City Council jurisdiction over all waters within or bordering upon the City of Chicago, to the extent of three miles beyond the corporate limits of the City, but not beyond the limits of the State of Illinois; now, therefore,

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

SECTION 1. The statements in the preamble of this ordinance are hereby adopted as if expressly set forth herein.

SECTION 2. The Municipal Code of Chicago is hereby amended by inserting new Section 10-40-281, as follows:

10-40-281. (a) For purposes of this section the following terms shall have the following meanings:

(1) "Sign" means any name, identification, description, display or message displayed on or affixed to a watercraft.

(2) "Advertising vessel" means any boat, barge, raft or other watercraft designed or used for the display of one or more advertising signs.

(3) "Advertising sign" means any sign displayed on a watercraft, other than:

(A) the name of the watercraft and any required licensing, registration or identification markings displayed on the watercraft; or

(B) a sign identifying the owner of the watercraft and the principal business, occupation, service, commodity or entertainment conducted, sold or offered on the watercraft.

(4) "Chicago Harbor" means the harbor defined in Section 10-40-010 of this code.

(b) No person shall operate or cause to be operated any advertising vessel within the Chicago Harbor. Violation of this section shall constitute a nuisance, and the Corporation Counsel is authorized to prosecute an action in the appropriate court for injunction against continuation thereof. In addition, any person who violates the provisions of this section shall be fined not less than $200 and not more than $500 for each offense. Each day that a violation shall continue shall constitute a separate and distinct offense.

SECTION 3. This ordinance shall be in full force and effect ten days after its passage and publication.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

SUPPORT OF EFFORTS BY CHICAGO 1994 BID COMMITTEE TO SECURE SELECTION OF CHICAGO AS SITE OF 1994 WORLD CUP SOCCER.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration a communication signed by Mayor Richard M. Daley (referred to your committee on October 3, 1990) pledging support of the efforts of the Chicago 1994 Bid Committee to have the City of Chicago selected as a site of the 1994 World Cup, begs leave to recommend that Your Honorable Body *Adopt* the proposed resolution which is transmitted herewith.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Upon application made by the United States Soccer Federation ("Federation"), the recognized national governing body for soccer within the United States, the Federation Internationale de Football Association ("F.I.F.A."), the world governing body for soccer, has designated the United States as host country for the 1994 World Cup, the world's largest single sporting event; and

WHEREAS, The City of Chicago ("City") has within its jurisdiction facilities and premises, access roads, thoroughfares and other areas which may be used for the purposes of organizing, financing, promoting, accommodating, staging and conducting the 1994 World Cup and its related activities; and

WHEREAS, Hosting the 1994 World Cup, to be held in June and July 1994, will generate international goodwill, enhance the worldwide renown and prestige of the City, produce new jobs and create substantial economic and fiscal benefits; and

WHEREAS, The City is desirous of hosting the 1994 World Cup and has located within its jurisdiction Soldier Field; and

WHEREAS, The World Cup '94 Organizing Committee ("Organizing Committee"), the entity authorized by F.I.F.A. and the Federation to organize and stage the 1994 World Cup, has requested a declaration of support from the City and certain organizational, financial and promotional assurances concerning the performance of reasonably necessary governmental services in connection with the event as part of the formal bid made by Chicago to be designated as a 1994 World Cup venue; and

WHEREAS, The Department of Police of the City is officially charged with the responsibility of providing public safety services within the jurisdiction, including without limitation the protection of person and property, vehicle and pedestrian traffic control, and security; and

WHEREAS, The Department of Fire of the City is officially charged with the responsibility of providing fire and medical emergency services within the jurisdiction, including without limitation the protection of person and property, vehicle and pedestrian traffic control, and security; and

WHEREAS, The Department of Aviation of the City ("Aviation") is officially charged with the operation of Chicago O'Hare International

Airport ("O'Hare"), Midway Airport, and Meigs Field (collectively "Airports"); and

WHEREAS, The Organizing Committee will be engaged in the sale of admission tickets to the 1994 World Cup in as many as twelve different stadiums around the country and will require a uniform "cap" on the aggregate total of taxes assessed on gross receipts from the sale of such tickets at each stadium; and

WHEREAS, The Department of Revenue of the City ("Revenue") has the authority to tax the sale of admission tickets to events at Soldier Field; and

WHEREAS, The Organizing Committee will require numerous buses, vans and automobiles ("Official Vehicles") to transport teams, referees, members of the media and other members of the F.I.F.A. family during the 1994 World Cup, many of which likely will be furnished on a temporary basis by official sponsors of the event; and

WHEREAS, The City Clerk of the City of Chicago ("City Clerk") is officially charged with the responsibility to provide services for licensing vehicles in order to satisfy City licensing requirements; now, therefore,

Be It Resolved, That the City of Chicago welcomes the 1994 World Cup to its jurisdiction and to that end declares its full support of the efforts of the Chicago 1994 Bid Committee to have Chicago selected as a 1994 World Cup venue site; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the City, and its agencies, departments and personnel agree to provide all governmental services (including without limitation law enforcement and public safety, security, fire and medical emergency, traffic, decorative display and public works/street maintenance services and supplies) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of governmental services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the Department of Police of the City shall provide all law enforcement and public safety services (including without limitation proper vehicular and pedestrian traffic control, security, police escorts from time to time as requested by the Organizing Committee and other police services and supplies for the protection of people and property) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness

and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of public safety services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, the Department of Fire of the City shall provide all fire and medical emergency services (including without limitation proper fire safety enforcement, emergency dispatch and paramedic services and supplies for the protection of people and property) reasonably necessary to the success of the 1994 World Cup within its jurisdiction (whether, recognizing the uniqueness and extraordinary scope of the World Cup, such services are below, equal to or beyond the normal level and range of fire and medical emergency services usually provided for events held within the jurisdiction), including all planning, training or deployment activities related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, Aviation will permit the Organizing Committee to establish information booths identified by appropriate signage at mutually agreeable locations at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter, Aviation will furnish to the Organizing Committee a room or other enclosed area of approximately 1,200 square feet near the international terminal at O'Hare to be used by the Organizing Committee as an accreditation processing center at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and at all times thereafter,the City guarantees that to the extent it imposes any tax on the gross receipts from the admission tickets, the tax will not, when added to any other ticket taxes imposed by other state or local agencies with taxing authority over events at Soldier Field, exceed five percent (5%) of the gross receipts for admission tickets sold (excluding complimentary admissions which the Organizing Committee is required by F.I.F.A. regulations to provide) by the Organizing Committee for 1994 World Cup games or activities held at Soldier Field; and

Be It Further Resolved, That upon designation of the City as a 1994 World Cup venue, and during a period beginning 120 days before and ending 30 days after the 1994 World Cup games, the City Clerk shall exempt all Official Vehicles of the Organizing Committee from any City licensing requirements and fees and shall provide all vehicle licensing services reasonably necessary to the success of the 1994 World Cup within its jurisdiction, including all planning, training or deployment activities

related to the provision of such services, all at no cost, expense or liability to the Organizing Committee; and

Be It Further Resolved, That the City of Chicago agrees that neither F.I.F.A., the Federation, the Organizing Committee, the Chicago 1994 Bid Committee nor any director, member, officer, employee or other representative of F.I.F.A., the Federation, the Organizing Committee, or the Chicago 1994 Bid Committee shall be held accountable for or incur any financial responsibility or liability of any kind or nature whatsoever in connection with the governmental services planned and/or provided by the City, its agencies, departments and personnel relating to the 1994 World Cup, including without limitation those services described herein.

PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED STREETS FOR SUNDRY EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration fifteen (15) proposed orders (referred to your committee on September 1, 12 and October 3, 1990) to close to traffic portions of specified streets for sundry events, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, to be referred to the Department of Public Works.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

Anderson School.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Ms. Maria Viska, Principal, Anderson School, 1148 North Honore Street, to close to traffic for school purposes 1148 North Honore Street, September, 1990 through June, 1991 school year during the hours of 12:00 P.M. to 2:00 P.M., Mondays through Fridays.

Burnham Park Planning Board.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Burnham Park Planning Board, c/o Barbara Lynne, Executive Director, 343 South Dearborn Street, to close to traffic South Dearborn Street, between West Polk and West Harrison Streets on Sunday, October 14, 1990, during the hours of 6:00 A.M. and 12:00 Noon in conjunction with the Burnham Park Planning Board 5K Race.

Mr. Bill Bursa.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bill Bursa, 838 West Marquette Road, to close to traffic West Marquette Road, between 830 and 850, on Sunday, October 14, 1990, during the hours of 3:00 P.M. and 5:00 P.M., for the purpose of renaming Goethal School to Harold Washington School.

Childrens Charitable Events, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Childrens Charitable Events, Inc., 6063 North Northwest Highway, c/o Ernie Benker, to close to traffic West Catalpa Avenue, between North East River Road and North Delphia Avenue, for the conduct of an Octoberfest on September 28, 1990, from 9:00 A.M. to 11:00 P.M.; September 29, 1990, from 3:00 P.M. to 11:00 P.M.; and September 30, 1990, from 3:00 P.M. to 10:00 P.M.

Crate & Barrel.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Bette Kahn/Crate & Barrel, 2900 MacArthur Boulevard, Northbrook, Illinois, to close to traffic East Erie Street, between North Rush Street and North Michigan Avenue and also the sidewalk on the south side of the street, on Wednesday, September 5, 1990, from 12:00 Noon to 12:00 Midnight, for the grand opening of their store and for the conduct of a charitable benefit for Children's Memorial Hospital; and, further, grant permission for the erection of a tent on the street.

Illinois Chapter Of The Arthritis Foundation.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Illinois Chapter of the Arthritis

Foundation, 79 West Monroe Street, to close to traffic West Erie Street, between North Wells and North Franklin Streets, on Sunday, December 9, 1990, during the hours of 6:30 A.M. and 11:30 P.M., in conjunction with the "Jingle Bell Run" [a 5K run and 1-1/2K walk].

Margie Korshak Special Events, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Margie Korshak Special Events, Inc., 211 East Ontario Street, for the conduct of the grand opening of the Chicago Place Building located at 700 North Michigan Avenue, to close to traffic the west lane of North Michigan Avenue, from East Superior Street going south to East Huron Street, during the hours of 7:00 A.M. until 12:00 Noon, September 7, 1990.

Old Style Chicago Marathon.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Old Style Chicago Marathon, 223 West Erie Street, c/o Lee F. Flaherty, to close to traffic South Columbus Drive, between East Balbo Street and East Roosevelt Road, from 9:00 A.M. on Friday, October 26, to 6:00 P.M. on Sunday, October 28, 1990, for the conduct of the Annual Running of the Chicago Marathon, managed by Flair Sports Marketing with the continued cooperation of the Chicago Area Runners Association.

Production Contractors.
(Portions Of East Grand Avenue And North McClurg Court)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Production Contractors, 1711 West Fullerton Avenue, to close to traffic East Grand Avenue, between North McClurg Court and North Columbus Drive, and North McClurg Court, between East Ohio Street and East Illinois Street, from 10:00 A.M. on

Saturday, August 18 to 3:00 P.M. on Sunday, August 19, 1990, to park bicycles in conjunction with the Sun-Times Triathlon Race being held on August 19, 1990.

Production Contractors.
(Portion Of East Grand Avenue)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Production Contractors, 1711 West Fullerton Avenue, to close to traffic the westbound lanes on East Grand Avenue, between North Lake Shore Drive and North Columbus Drive, from 10:00 P.M. on Saturday, August 18 to 2:00 A.M. on Sunday, August 19, 1990, for the parking of bicycles in conjunction with the Sun-Times Triathlon being held on Sunday, August 19, 1990.

River North Association And Fusion International.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the River North Association and Fusion International, c/o Mel Baggs, 222 West Ontario Street, to close to traffic West Illinois Street, between North Wells Street and North Franklin Street, on September 7, 1990, during the hours of 9:00 A.M. and 3:00 P.M., for the celebration of their 10th anniversary.

Saint Pascal Church.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saint Pascal Church, c/o Phillip Vaughn, 3935 North Melvina Avenue, to close to traffic North Moody Avenue, between West Irving Park Road and the first alley north thereof, from 6:00 A.M. on Friday, September 28 to 12:00 Midnight on Sunday, September 30, 1990, for the conduct of an Oktober Fest.

Saks Fifth Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Saks Fifth Avenue, 700 North Michigan Avenue, to close to traffic East Superior Street, between North Rush Street and North Michigan Avenue, for the period of September 4 through September 7, 1990, during the hours of 9:00 A.M. and 3:30 P.M. each day, for the purpose of moving merchandise (store is being relocated).

South Chicago Pentecostal Church Of God.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the South Chicago Pentecostal Church of God, 9231 South Houston Avenue, to close to traffic South Houston Avenue, between 9225 and 9259, during the hours of 6:00 P.M. and 9:30 P.M. for the conduct of an anti-drug rally.

The Tanner Group, Incorporated.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to The Tanner Group, Inc., 100 North LaSalle Street, Suite 16A, to close to traffic East Lake Street, between North Stetson Avenue and North Beaubien Court, on Tuesday, October 2, 1990, during the hours of 6:00 P.M. and 12:00 Midnight, for the conduct of the Prudential Towers Gala.

PERMISSION TO CONDUCT SUNDRY EVENTS ON PORTIONS OF SPECIFIED STREETS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration eight (8) proposed orders (referred to your committee on September 1, 12 and October 3, 1990) to grant permission to conduct sundry events on portions of specified streets, begs leave to recommend that Your Honorable Body *Pass* the proposed orders, to be referred to the Department of Public Works.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

Mr. Oscar Edmonds.
(Annual Block Party)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Oscar Edmonds, 7140 South Exchange Avenue, for the conduct of an annual block party on East 72nd Street, from South Crandon Avenue alley to South Luella Avenue alley on Saturday, August 25, 1990, during the hours of 11:00 A.M. and 8:00 P.M.

Mowbray Sports International, Incorporated.
(Regatta)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Peter Mowbray/Mowbray Sports International, Incorporated, 405 North Wabash Avenue, for the conduct of a regatta on Lower Wacker Drive, from Columbus Drive east to the dead end for V.I.P. parking, beginning at 8:00 A.M., September 20, 1990 until 12:00 Midnight, September 22, 1990 (24 hours).

Ms. Diedre Papp.
(Annual Old Wicker Park Greening Festival)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Diedre Papp, 1400 North Hoyne Avenue, for the conduct of the Annual Old Wicker Park Greening Festival on North Hoyne Avenue, from West Evergreen Avenue to West Pierce Avenue; West Schiller Street, from North Damen Avenue to North Hoyne Avenue; and West Pierce Avenue, from North Hoyne Avenue to North Leavitt Street, beginning August 18, 1990 through August 19, 1990, during the hours of 12:00 Noon to 6:00 P.M.

Quadrex International, Incorporated.
(Grand Opening of New Kitchen Showroom)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Quadrex International, Inc., 750 North Franklin Street for the conduct of the grand opening of a new kitchen showroom on North Franklin Street, between West Chicago Avenue and West Superior Street, Wednesday, September 5, 1990 during the hours of 5:00 P.M. to 7:00 P.M.

Sertoma.
(Candy Day Sale)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to issue the necessary permits to Sertoma, c/o Bill Quinn, 11419 South Talman Avenue, to conduct a candy day sale on 103rd and South Western Avenue; and 111th and South Western Avenue on Friday, September 7, 1990 from 3:00 P.M. to 7:00 P.M. and Saturday, September 8, 1990 from 9:00 A.M. to 6:00 P.M.

Ms. Karen Vrydolyak.
(South Chicago Community Hospital Groundbreaking Ceremony)

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Karen Vrydolyak, 2320 East 93rd Street for the conduct of the South Chicago Community Hospital Groundbreaking Ceremony on East 93rd Street, from South Yates Avenue to South Ogelsby Avenue, September 27, 1990 during the hours of 1:30 P.M. to 3:30 P.M.

PERMISSION GRANTED TO FAST EDDIE'S SALOON FOR ERECTION OF TENT AND USE OF PUBLIC WAY ALONG PORTION OF WEST ERIE STREET IN CONJUNCTION WITH GOLD COAST FAIR.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, to which was referred (September 12, 1990) a proposed order to grant permission to Fast Eddie's Saloon for erection of a tent, use of the curbside and parking of a self-contained beverage wagon adjacent its premises at 343 West Erie Street in conjunction with the Gold Coast Fair, for the period of August 10 through August 12, 1990, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, to be referred to the Department of Public Works.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Fast Eddie's Saloon, 343 West Erie Street, for the erection of a tent (approximately 30 feet long) and for the use of the curbside, and also grant permission to park a self-contained beverage wagon in front of the adjacent portion of the entranceway of said establishment, for the purpose of participating in the Gold Coast Fair by providing food and beverage, for the period of August 10 through August 12, 1990.

PERMISSION GRANTED TO POTASH BROS. SUPER MART TO PARK MOBILE MEDICAL VAN ON PORTION OF NORTH STATE STREET IN CONJUNCTION WITH HEALTH FAIR.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, to which was referred (September 12, 1990) a proposed order to grant permission to the Potash Bros. Super Mart, to park a mobile medical van adjacent to the premises at 875 North State Street in conjunction with a health fair on Saturday, September 15, 1990, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, to be referred to the Department of Public Works.

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

Respectfully submitted,

(Signed) JOHN S. MADRZYK,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Potash Bros. Super Mart, 875 North State Street, to park a mobile medical van in front of their store on Saturday, September 15, 1990, during the hours of 4:00 A.M. and 4:00 P.M., in conjunction with a health fair.

COMMITTEE ON STREETS AND ALLEYS.

AMENDMENT OF TITLE 10, CHAPTER 20 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTION 231 REQUIRING SPECIAL PERMIT FOR CONTINUED USE OF ASPHALT DRIVEWAYS ON RESIDENTIAL PROPERTY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on October 3, 1990) that Chapter 10-20 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 10-20-231, and to read as follows:

10-20-231. Any person whose residential property includes a driveway constructed with asphalt shall obtain a special permit therefor, which shall allow continued use of said driveway. Permit fees for existing residential asphalt driveways shall be $10.00.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 10-20 of the Municipal Code of Chicago be and the same is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 10-20-231, and to read as follows:

10-20-231. Any person whose residential property includes a driveway constructed with asphalt shall obtain a special permit therefor, which shall allow continued use of said driveway. Permit fees for existing residential asphalt driveways shall be $10.00.

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

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on September 12, 1990) for grants of privilege in public ways.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

American National Bank And Trust Company, Under Trust Number 47250.

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

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, under Trust Number 47250, to construct, maintain and use one (1) ground retention system, ten (10) caisson bells, three (3) manholes, one (1) vaulted sidewalk and one (1) cornice over and under the public way adjacent to the premises located at 840 North Michigan Avenue. Said ground retention system shall extend for one hundred twelve (112) feet along North Michigan Avenue and shall project three (3) feet from the property line. Said retention system shall extend along East Chestnut Street for one hundred seventy-six (176) feet and shall protrude for a maximum of six feet, six inches (6' 6") at one point from the property line. A total of nine hundred thirty (930) square feet of the public way shall be occupied by the ground retention system. Said caisson bells shall be placed under East Chestnut Street and will occupy a total of two hundred seventy-four and one-half (274.5) square feet. Said sidewalk vault to be constructed shall be one hundred twenty (120) feet in length and fourteen (14) feet in width or one thousand two hundred seventy-seven (1,277) square feet underneath East Chestnut Street. Said cornice shall protrude three feet, six inches (3' 6") from the property line over East Chestnut Street and shall extend for one hundred seventy-eight (178) feet. Three manholes shall be installed in East Chestnut Street; one to be used for sewer service measuring six (6) feet in length and two (2) feet in width and two to be used for water service, each measuring six (6) feet in length and four (4) feet in width. No construction shall be started until the Commissioner of Water has been satisfied that adequate arrangements have been made for maintaining the integrity of the water main under North Michigan Avenue adjacent to the site. Authority herein granted shall be for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference are made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Two Hundred Ninety-two and no/100 Dollars ($8,292.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon

receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawings attached to this ordinance printed on pages 22682 through 22684 of this Journal.]

American National Bank And Trust, Under Trust Number 76520.

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

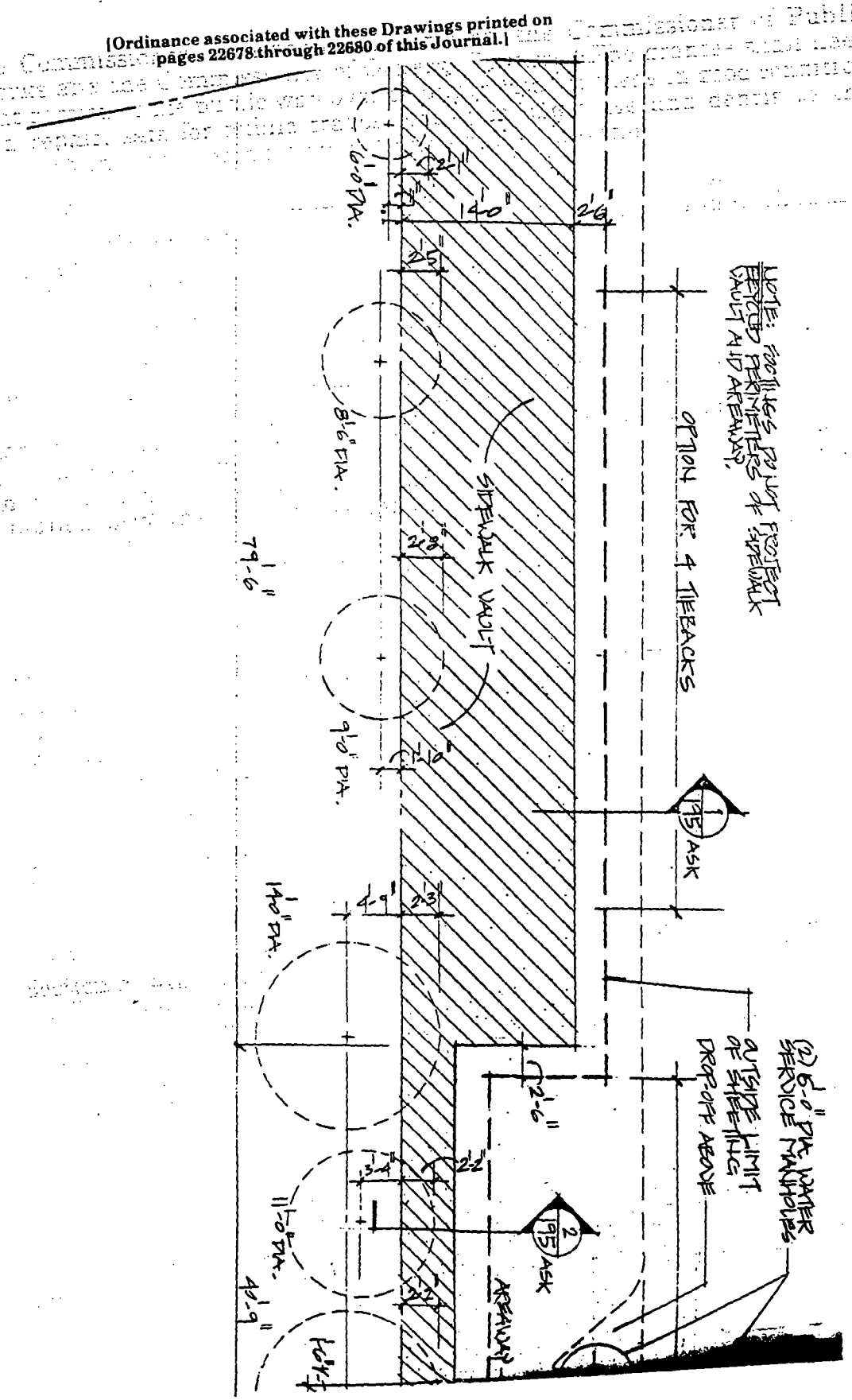
SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust, under Trust 76520, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way to expand the motel parking area adjacent to the premises at 5400 South Cicero Avenue, to be used for parking and landscaping. Said area is approximately one hundred eighty-five point nine (185.9) feet in length and thirty-six point six (36.6) feet in width. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

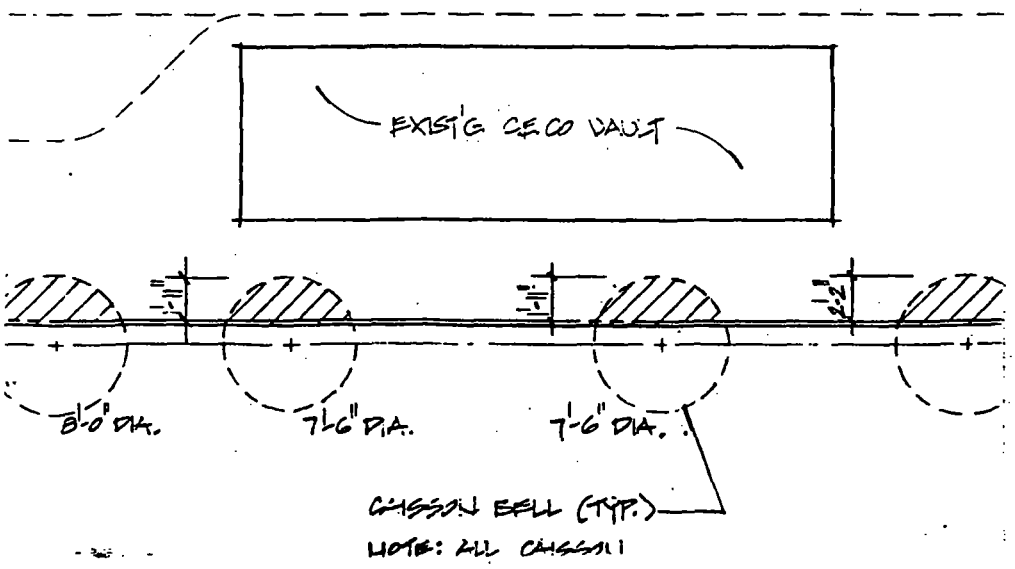
SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand One Hundred Eighty-four and no/100 Dollars ($1,184.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued on page 22685)

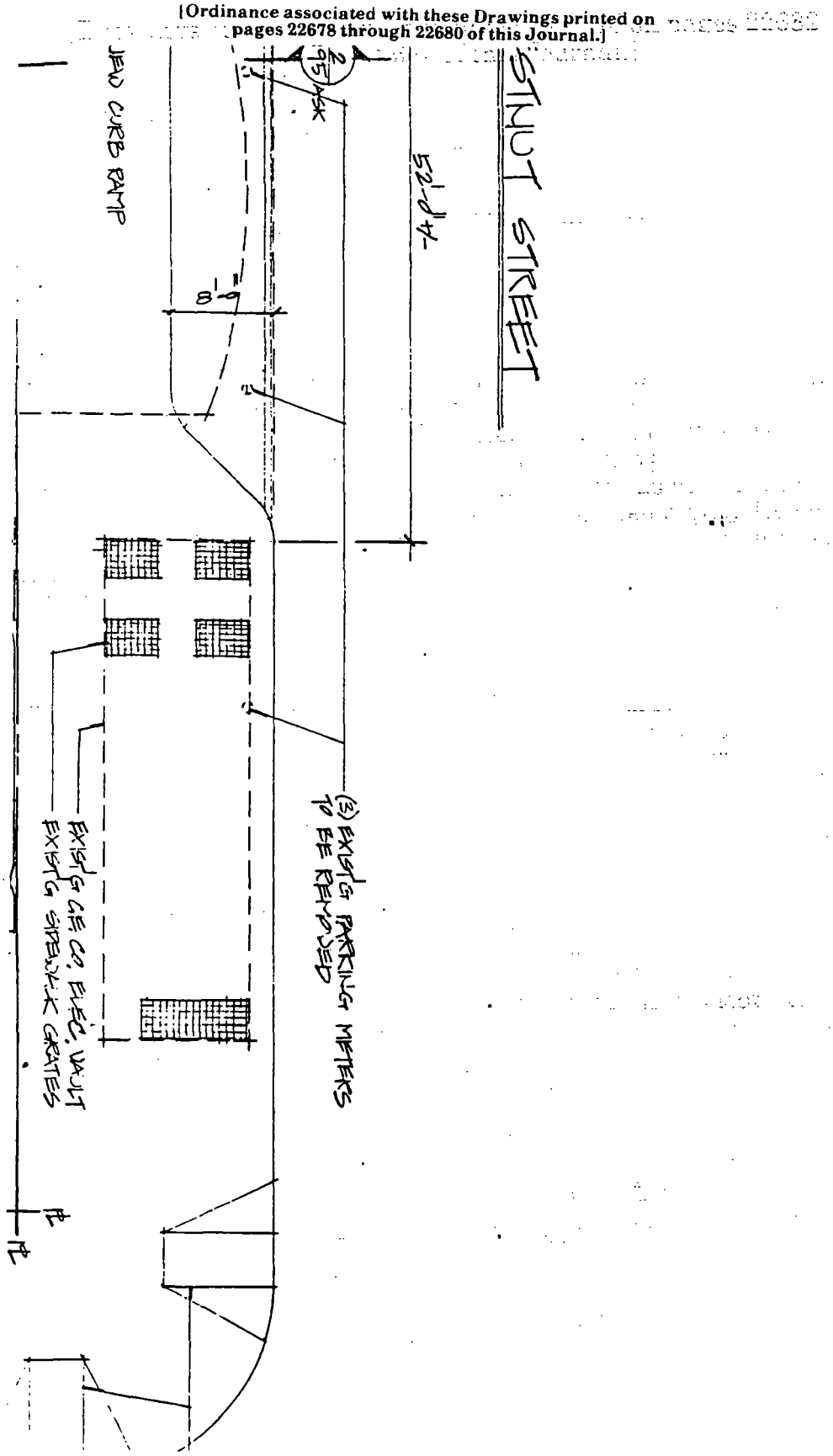
[Ordinance associated with these Drawings printed on pages 22678 through 22680 of this Journal.]



[Ordinance associated with these Drawings printed on pages 22678 through 22680 of this Journal.]



[Ordinance associated with these Drawings printed on pages 22678 through 22680 of this Journal.]



(Continued from page 22681)

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

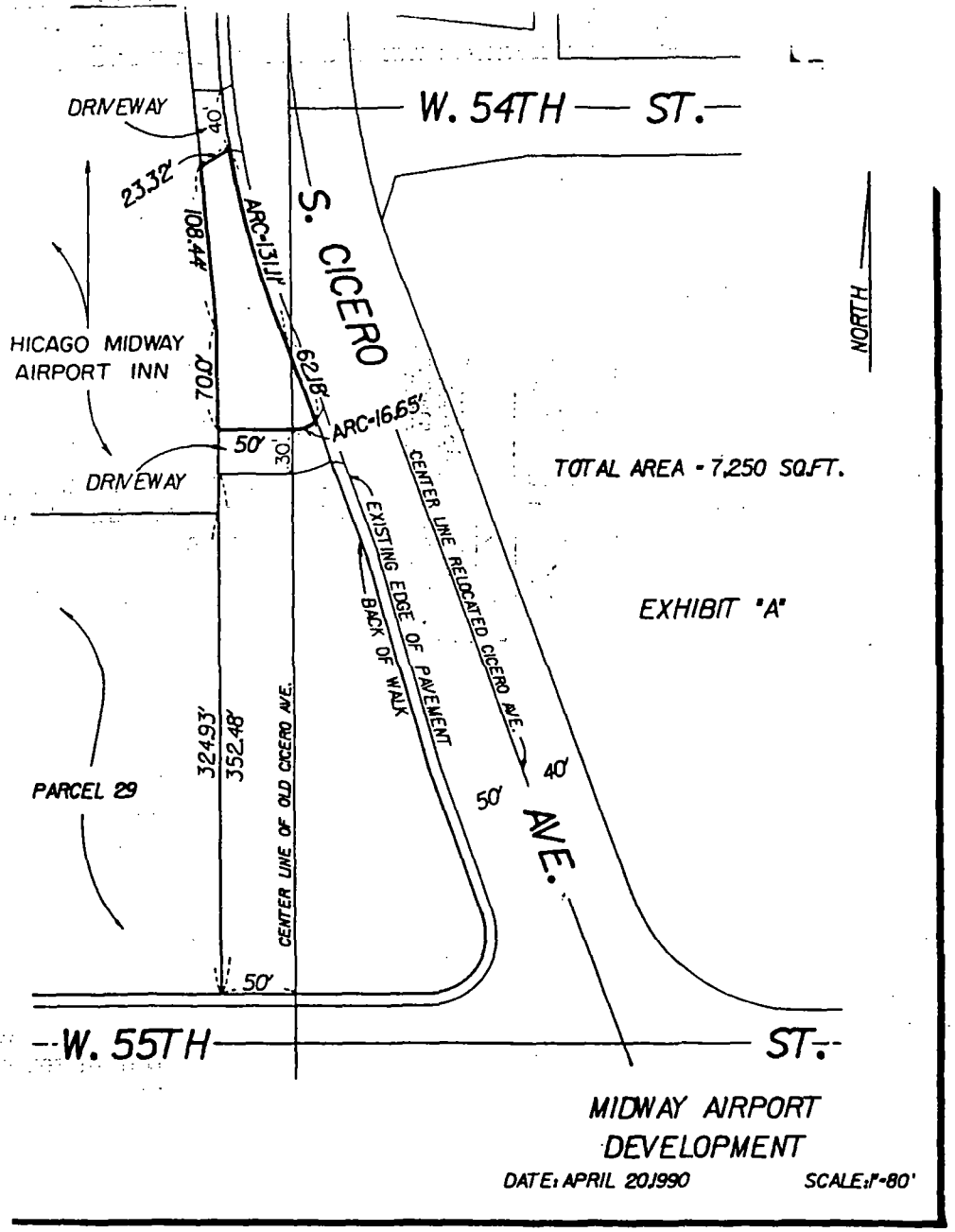
[Drawing attached to this ordinance printed on page 22687 of this Journal.]

Avis Commercial Anodizing, Incorporated.

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

(Continued on page 22688)

[Ordinance associated with this Drawing printed on pages 22681 through 22686 of this Journal.]



(Continued from page 22686)

SECTION 1. Permission and authority are hereby given and granted to Avis Commercial Anodizing, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use a sample basin, with steel locking ring as specified by City Code, thirty-six (36) inches in diameter, eight (8) feet in depth, with top being flush with surface of public sidewalk located one (1) foot from building line of premises located at 522 North Western Avenue. Purpose of same is to allow the inspection of the discharge into the public sewer system from the above mentioned company on a 24 hour basis. Authority herein granted for a period of five (5) years from and after July 8, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged

to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22691 of this Journal.]

B. Dalton Bookstore.

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

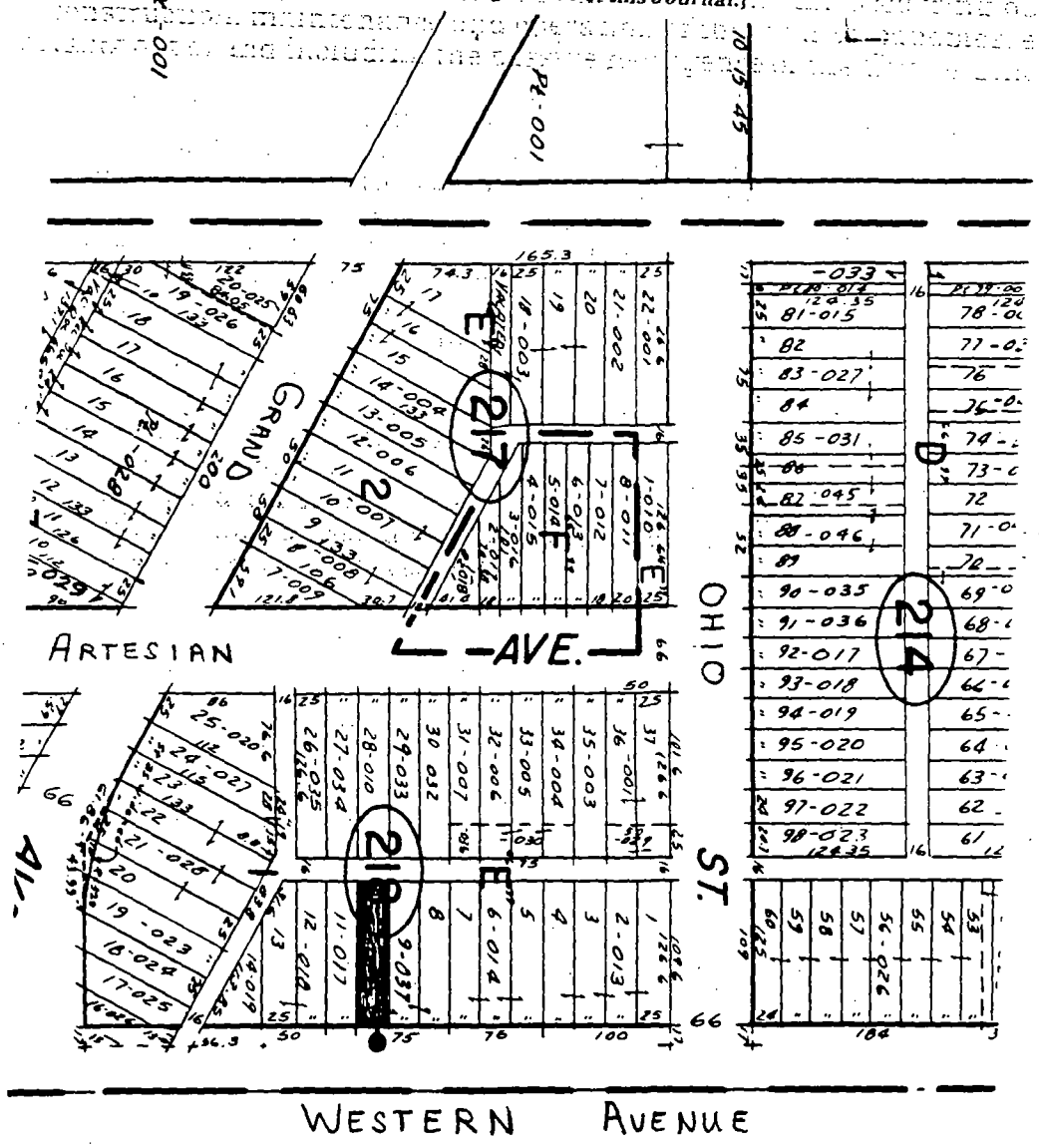
SECTION 1. Permission and authority are hereby given and granted to B. Dalton Bookstore, upon the terms and subject to the conditions of this ordinance, to maintain and use existing vaulted area under the public right-of-way adjacent to the premises at 127 -- 129 North Wabash Avenue, used for storage and stockroom and described as follows:

North Wabash Avenue.

Vaulted area is approximately forty-seven (47) feet in length and twenty-five (25) feet in width.

(Continued on page 22692)

[Ordinance associated with this Drawing printed on pages 22686 through 22690 of this Journal.]



(Continued from page 22690)

North Garland Court.

Vaulted area is approximately twenty-three (23) feet in length and nine (9) feet in width.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Six Hundred Fifty-four and no/100 Dollars ($2,654.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22695 of this Journal.]

Mr. James Berg (Doing Business As Photomural Center Of America).

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

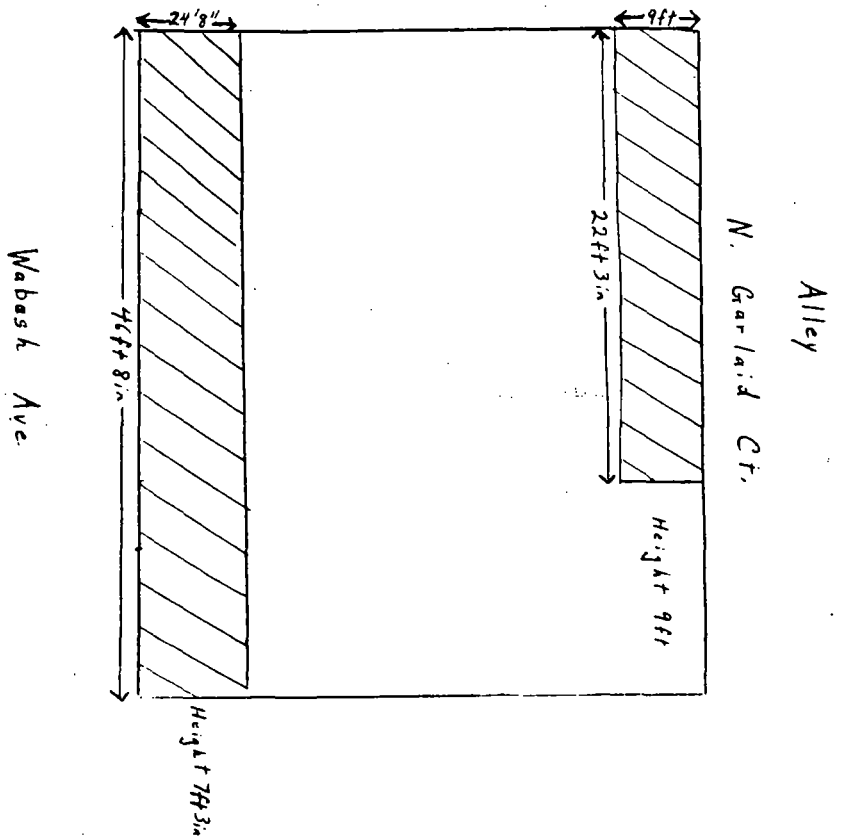
SECTION 1. Permission and authority are hereby given and granted to James Berg, doing business as Photomural Center of America, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted area under the public sidewalk adjacent to the premises at 33 West Hubbard Street, described as follows:

North Dearborn Street.

Vaulted area is approximately one hundred (100) feet in length and fourteen (14) feet in width.

(Continued on page 22696)

[Ordinance associated with this Drawing printed on pages 22690 through 22694 of this Journal.]



BUILDING MANAGER/ENGINEER: Store Manager - Dwight Armistaed PHONE: _____

(Continued from page 22694)

West Hubbard Street:

Vaulted area is approximately sixty (60) feet in length and fourteen (14) feet in width.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Nine Hundred Seventy-two and no/100 Dollars ($1,972.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22699 of this Journal.]

Chicago Theological Seminary.

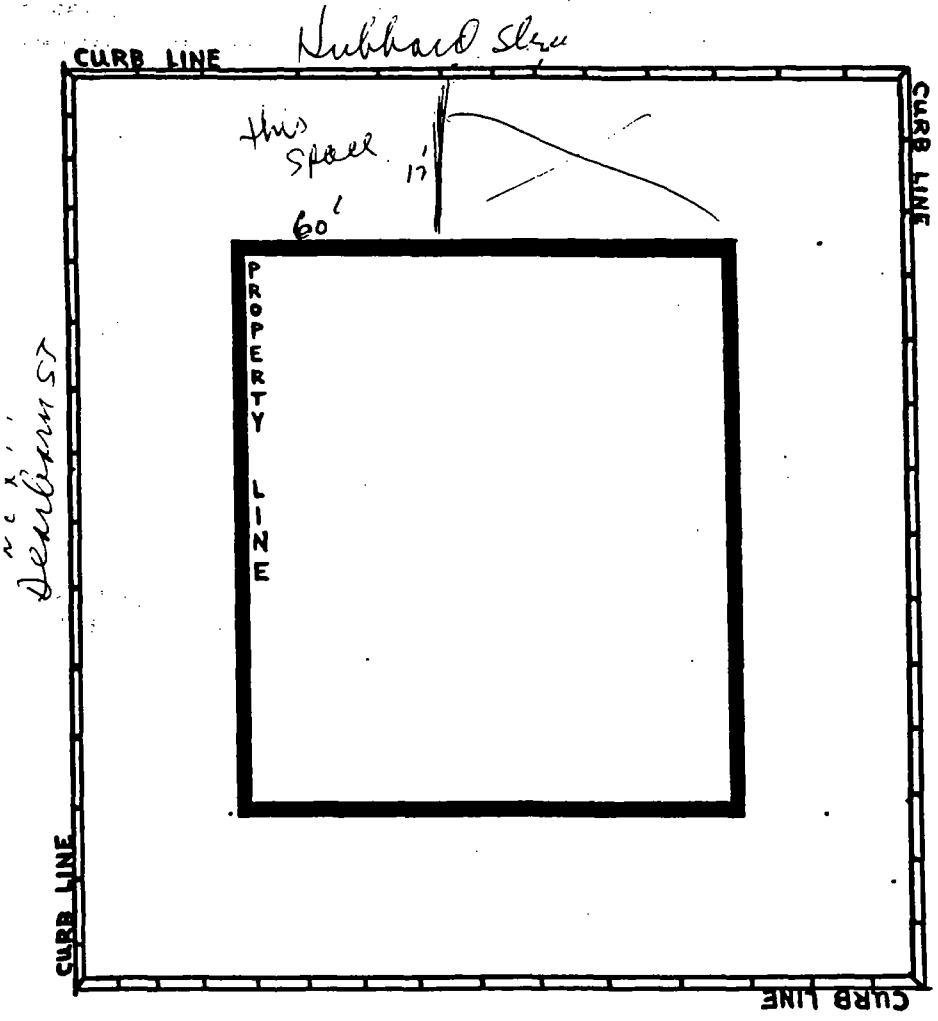
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Theological Seminary, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a twelve-inch conduit containing a four-inch steam pipe with a two-inch return under and across the sixteen foot, north-south public alley between South Woodlawn Avenue and South Kimbark Avenue adjacent to the premises at 5757 South University Avenue, at a point approximately fifty-six (56) feet north of the north line of East 58th Street. Authority herein granted for a period of five (5) years from and after September 4, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public

(Continued on page 22700)

[Ordinance associated with this Drawing printed on pages 22694 through 22698 of this Journal.]



(Continued from page 22698)

Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22703 of this Journal.]

Edmar Foods, Incorporated.

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

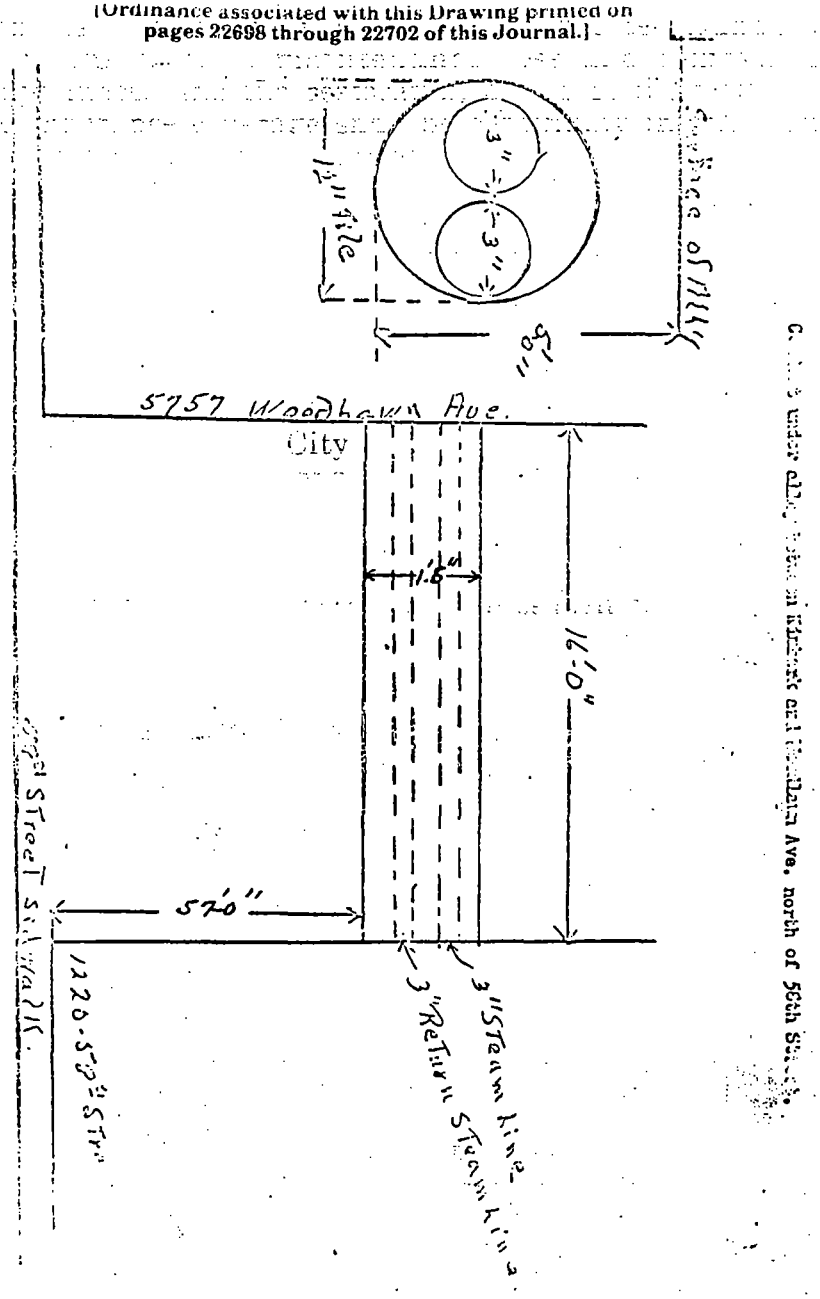
SECTION 1. Permission and authority are hereby given and granted to Edmar Foods, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, a loading dock area located in the public way in the east-west twenty (20) foot public alley at the rear of the premises located at 1600 West Superior Street. Said area shall be approximately twenty (20) feet in width and approximately seventy-seven (77) feet in length. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after November 13, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Seventy-seven and no/100 Dollars ($377.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued on page 22704)

[Ordinance associated with this Drawing printed on pages 22698 through 22702 of this Journal.]



(Continued from page 22702)

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22706 of this Journal.]

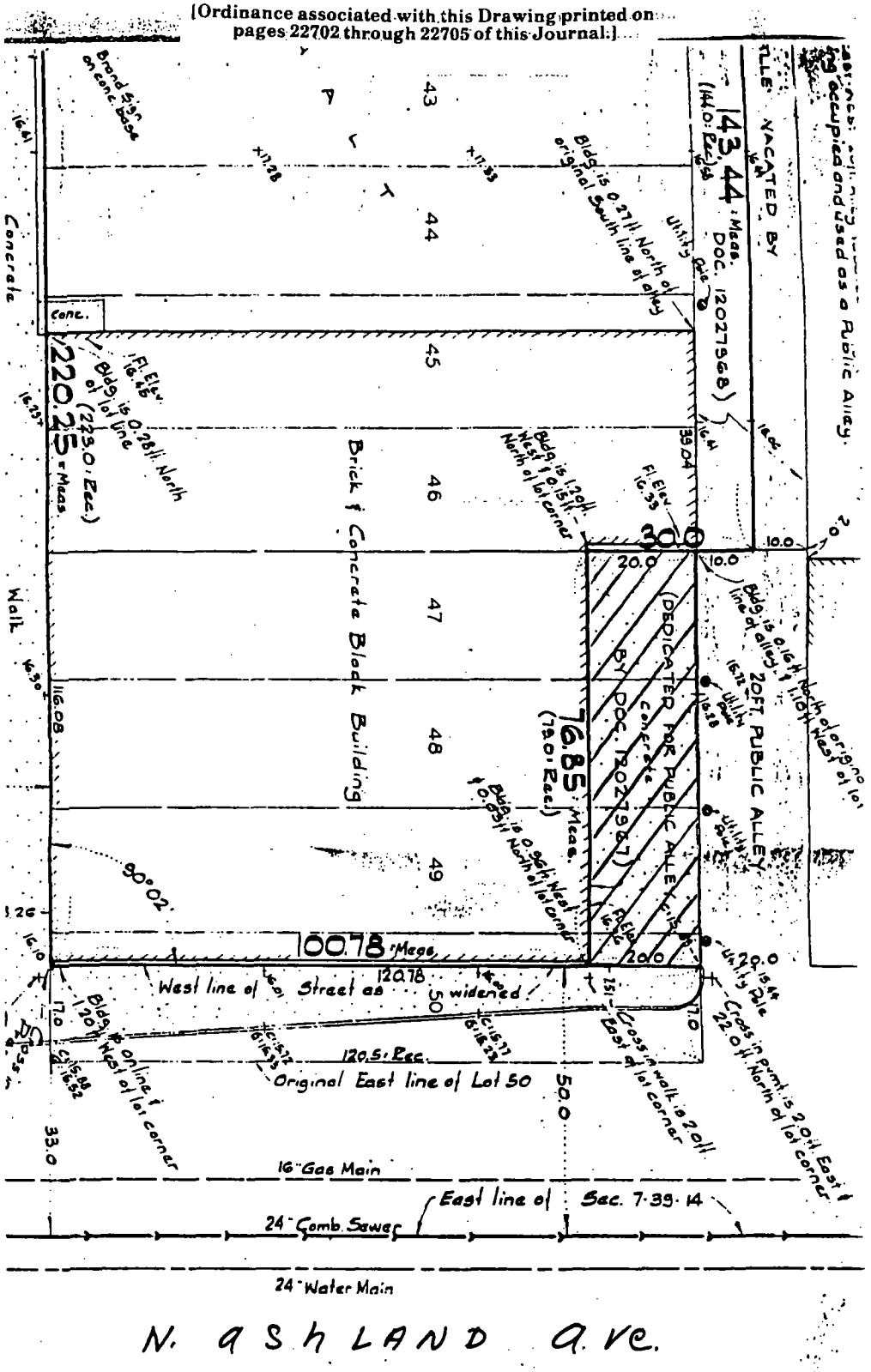
General Parking Corporation.

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

SECTION 1. Permission and authority are hereby given and granted upon the terms and subject to the conditions of this ordinance, to the General Parking Corporation, to install, maintain and use as now constructed one (1)

(Continued on page 22707)

[Ordinance associated with this Drawing printed on pages 22702 through 22705 of this Journal.]



(Continued from page 22705)

kiosk in the public way adjacent to the premises known as 457 West Kinzie Street. Said kiosk shall be nine (9) feet in height and two (2) feet in width. The above named privilege shall exist by authority granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein

required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance unavailable at time of printing.]

Horwitz Matthews, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Horwitz Matthews, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) kiosk in the public way adjacent to the premises known as 651 West Washington Street. Said kiosk shall be approximately four (4) feet in height and four (4) feet in width. The above named privilege shall exist by authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the

insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance unavailable at time of printing.]

The John Marshall Law School.

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

SECTION 1. Permission and authority are hereby given and granted to The John Marshall Law School, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted area under the public sidewalk adjacent to the premises at 304 South State Street, used for storage, utilities and fire pumps, described as follows:

South State Street.

Vault area is approximately one hundred sixteen (116) feet in length, sixteen (16) feet in width and fifteen (15) feet in depth.

Jackson Boulevard.

Vault area is approximately fifty-seven (57) feet in length, nine (9) feet in width and fifteen (15) feet in depth.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Thirty-two and no/100 Dollars ($3,032.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

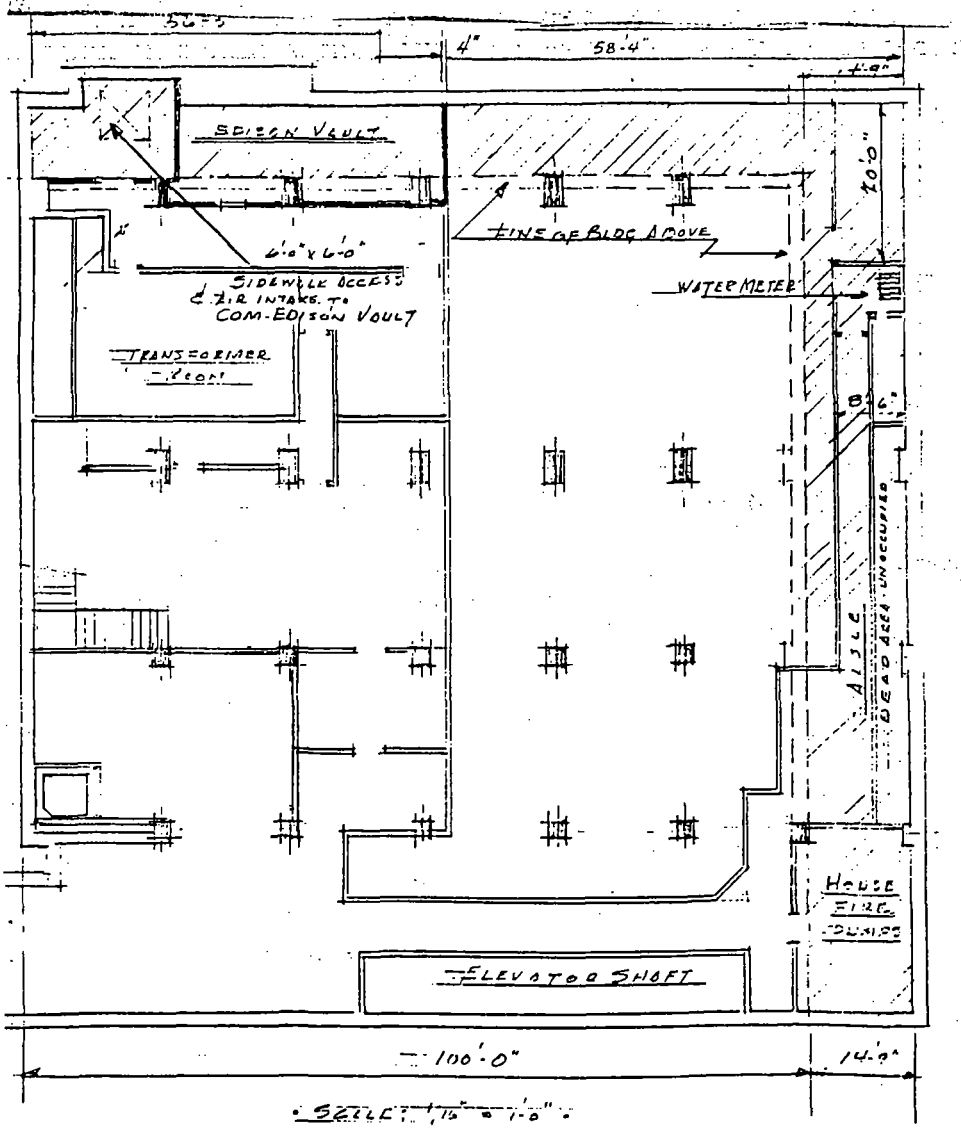
SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22715 of this Journal.]

[Ordinance associated with this Drawing printed on pages 22712 through 22714 of this Journal.]



SCALE: 1/8" = 1'-0"

BASEMENT PLAN SHOWING VAULT AREA (SHADED) OF THE 30A S. STATE ST. BUILDING OF JOHN MARSHALL LAW SCHOOL.
315 S. PLYMOUTH COURT
CHICAGO, IL. 60604.
(EFF. JULY 10, 1990)

LaSalle Motor Lodge.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle Motor Lodge, upon the terms and subject to the conditions of this ordinance, to maintain and use existing vaulted area, approximately nine (9) feet in length and five (5) feet in width, under the public sidewalk adjacent to the premises at 720 North LaSalle Street. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22719 of this Journal.]

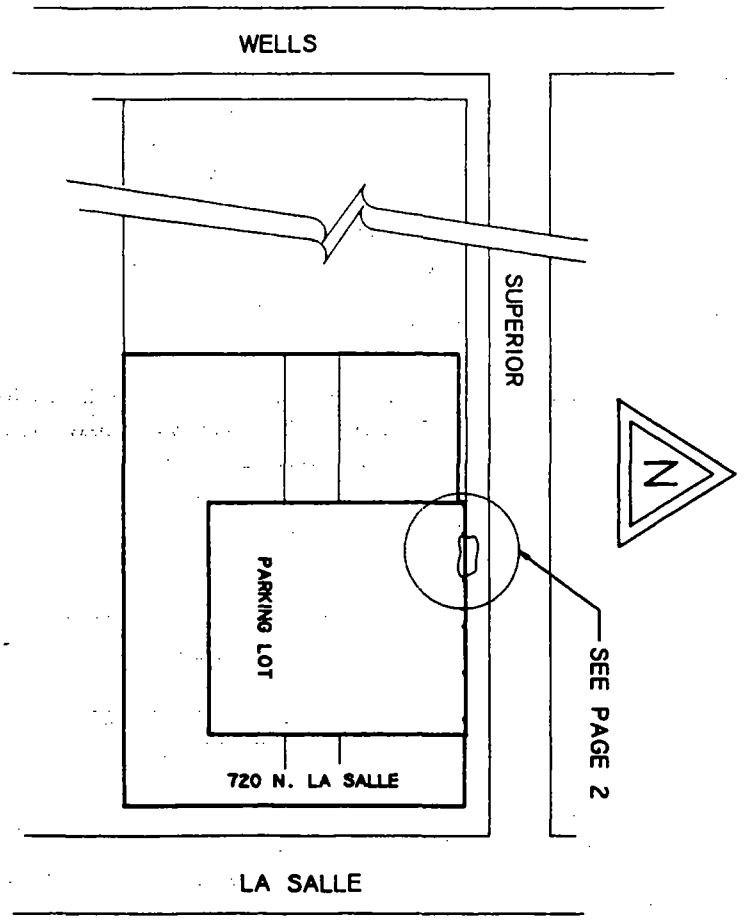
Metropolitan Pier And Exposition Authority.

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

SECTION 1. Permission and authority are hereby given and granted to Metropolitan Pier and Exposition Authority, to maintain and use a pedestrian walkway over and under the public-way on South Lake Shore Drive along the north edge and parallel to the 23rd Street bridge. Said pedestrian walkway shall connect McCormick Place with the McCormick Place Annex facility west of southbound Lake Shore Drive. Said walkway shall start at the McCormick Place Annex facility and extend easterly along East 23rd Street for a distance of one hundred and thirty-one (131) feet. At this point the walkway shall extend under the median ramp for a distance of one hundred fifty-five (155) feet, and then proceed above grade for an additional distance of one hundred and twelve (112) feet connecting with McCormick Place. The height of said walkway shall be approximately

(Continued on page 22720)

[Ordinance associated with this Drawing printed on pages 22716 through 22718 of this Journal.]



(Continued from page 22718)

thirteen (13) feet in height with a width of twenty-three (23) feet above grade and approximately twenty-five (25) feet below grade. Authority herein granted for a period of five (5) years from and after September 11, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Three Hundred Sixty-six and no/100 Dollars ($4,366.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22723

The Montauk Company.

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

SECTION 1. Permission and authority are hereby given and granted to The Montauk Company, upon the terms and subject to the conditions of this ordinance, to maintain and use vaulted area under the public sidewalk right-of-way adjacent to the premises at 53 West Jackson Boulevard, used for a retail business kitchen, storage and utilities, and described as follows:

West Van Buren Street.

Vaulted area is approximately sixty-seven (67) feet in length and fourteen (14) feet in width, total 938 square feet.

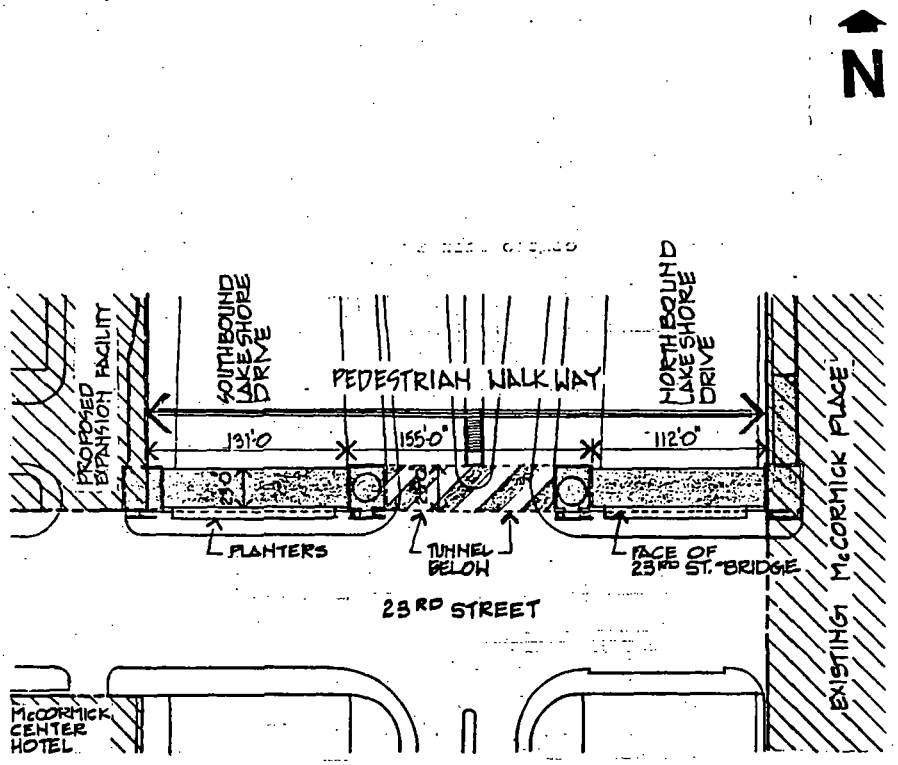
South Federal Street.

Vaulted area is approximately three hundred ninety-eight (398) feet in length and seven (7) feet in width, total 2,786 square feet.

(Continued on page 22724)

Page 2. [Ordinance associated with this Drawing printed on pages 22718 through 22722 of this Journal.]

Show here a diagram of lot and buildings with dimensions and the name or names of adjoining public ways.



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

of applicant _____

of corporation as per corporation book _____

(Continued from page 22722)

South Dearborn Street.

Vaulted area is approximately three hundred ninety-eight (398) feet in length and sixteen (16) feet in width, total 6,368 square feet, minus 730 square feet Commonwealth Edison vaults, for total 5,738 square feet.

Authority herein granted for a period of five (5) years from and after date of passage.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Seventeen Thousand Nine Hundred Seventy-five and no/100 Dollars ($17,975.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the

permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22727 of this Journal.]

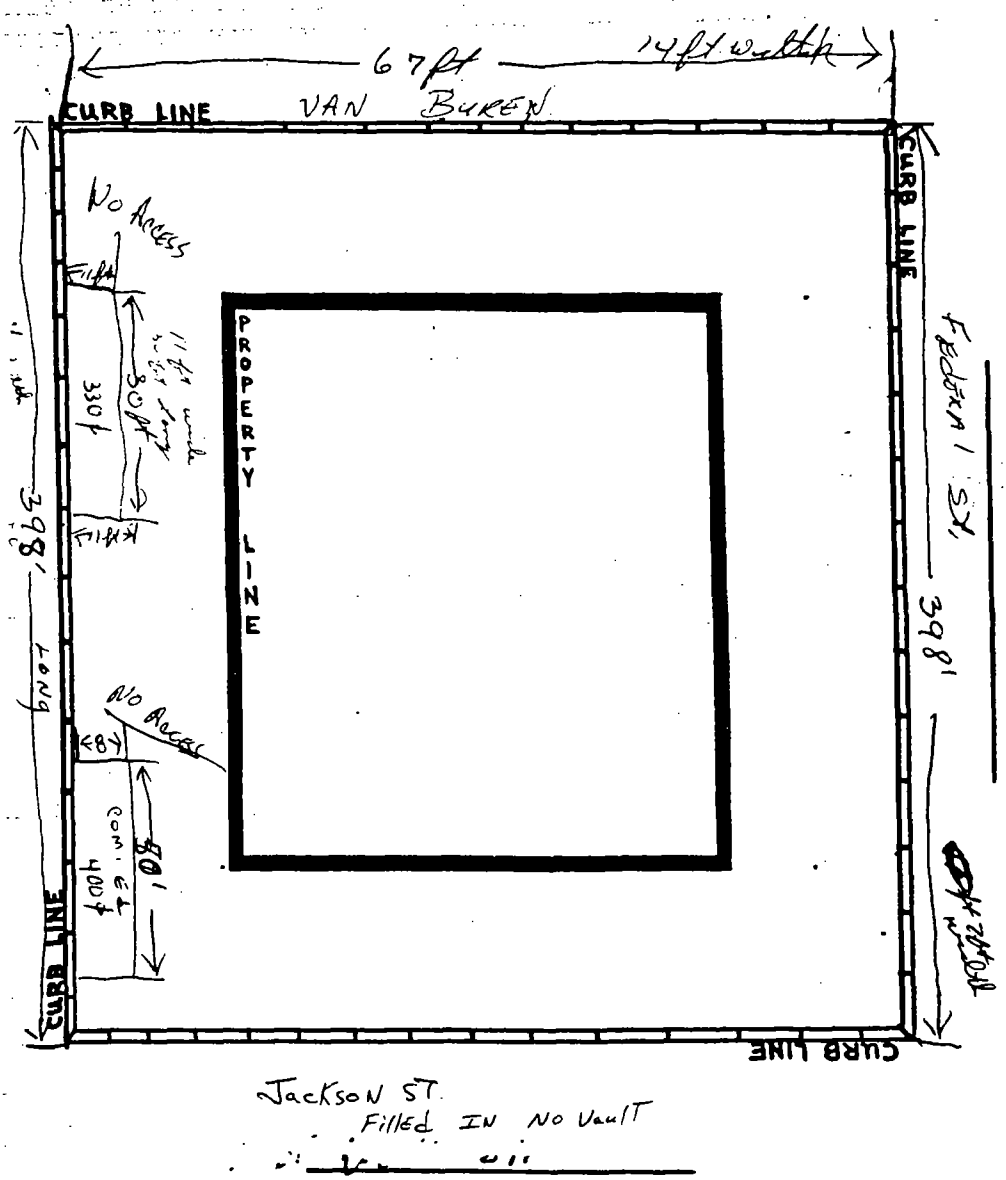
Pick Fisheries, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to Pick Fisheries, Inc., upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one (1) grease basin and inspectional manhole below grade on West Fulton Street side of its property located at 702 West Fulton Street. Dimensions of said grease basin and inspectional manhole shall be approximately ten (10) feet in length and five (5) feet in width for a total of fifty (50) square feet. Authority for the above named privilege shall remain in effect for a period of five (5) years from and after date of passage of this ordinance.

(Continued on page 22728)

[Ordinance associated with this Drawing printed on pages 22722 through 22726 of this Journal.]



(Continued from page 22726)

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance unavailable at time of printing.]

Pope Building Associates Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to Pope Building Associates Limited Partnership, upon the terms and subject to the conditions of this ordinance, to install, maintain, and use a grease trap sample basin adjacent to premises located at 633 South Plymouth Court. Said grease trap shall be fifteen (15) feet in length, five (5) feet in width; and five (5) feet in height. Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred Sixty and no/100 Dollars ($360.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and

use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

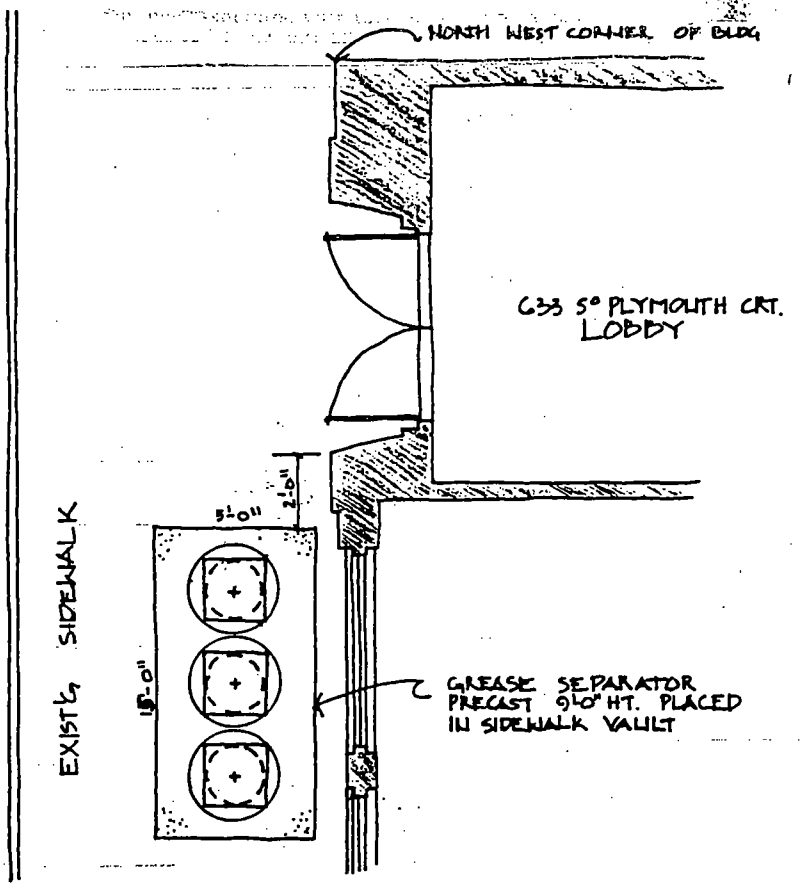
[Drawing attached to this ordinance printed on page 22733 of this Journal.]

Sears, Roebuck And Company.

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

(Continued on page 22734)

[Ordinance associated with this Drawing printed on pages 22730 through 22732 of this Journal.]



LISEC & BIEDERMAN
architects & planners
suite 805 407 s. dearborn
chicago, illinois 60605
POPE BLDG #1142-A 5-25-8
SK# 17 GREASE. SEP.

NORTH

use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

(Continued from page 22732)

SECTION 1. Permission and authority are hereby given and granted to the Sears, Roebuck and Co., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an elevated railroad switch track over and across South Central Park Avenue from a point on the west line of South Central Park Avenue at a point five (5) feet south of the south line of West Taylor Street to a point on the east line thereof fourteen (14) feet north of said south line of West Taylor Street. Authority herein granted for a period of five (5) years from and after June 26, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or

thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22737 of this Journal.]

Sisters Of Saint Casimir Of Chicago Corporation.

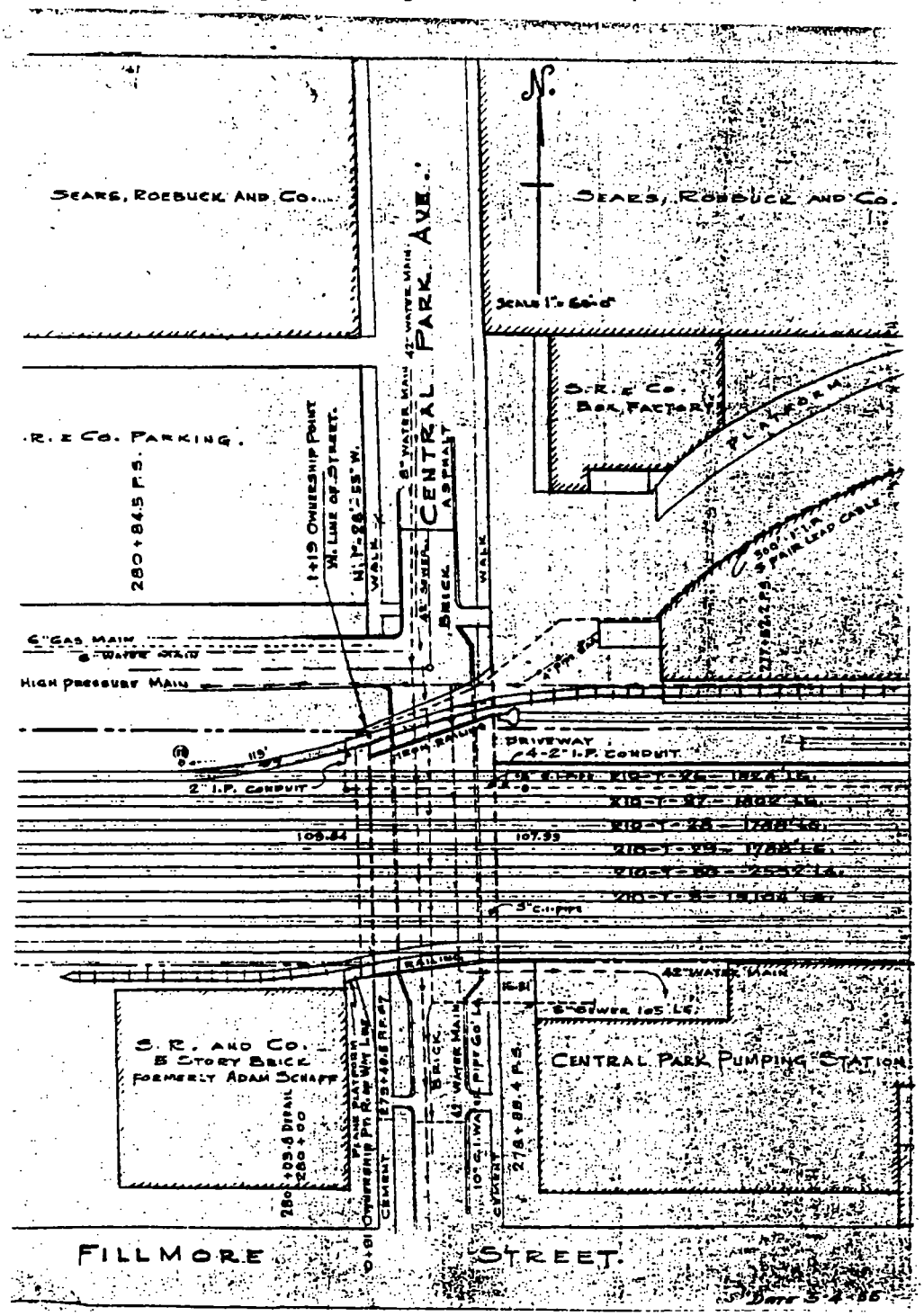
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Sisters of Saint Casimir of Chicago Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use a tunnel containing an eight-inch steam supply line and a three-inch return line under and across South Washtenaw Avenue approximately five hundred twenty (520) feet south of the center line of West Marquette Road, not more than three (3) feet in width nor three (3) feet in height. Authority herein granted for a period of five (5) years from and after November 28, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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,

(Continued on page 22738)

[Ordinance associated with this Drawings printed on pages 22732 through 22736 of this Journal.]



(Continued from page 22736)

the Commissioner of Inspectional Services, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and

payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22741 of this Journal.]

University Of Chicago, File 20.

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

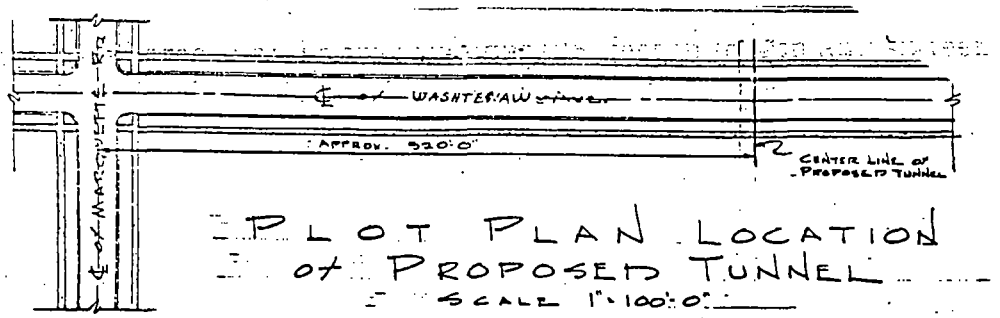
SECTION 1. Permission and authority are hereby given and granted to University of Chicago, File 20, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steam tunnel, four (4) feet, six (6) inches in width, six (6) feet in height and one hundred eighty-six (186) feet in length for a total of 837 square feet, under the sidewalk on the west side of South Ellis Avenue between East 58th Street and East 59th Street, used for the purpose of connecting the Argonne Cancer Research Hospital with the existing tunnel crossing South Ellis Avenue. Authority herein granted for a period of five (5) years from and after December 1, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

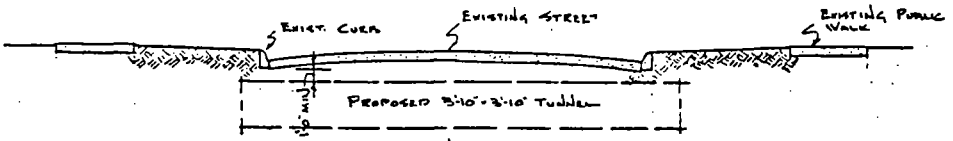
SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual compensation which shall have become due and

(Continued on page 22742)

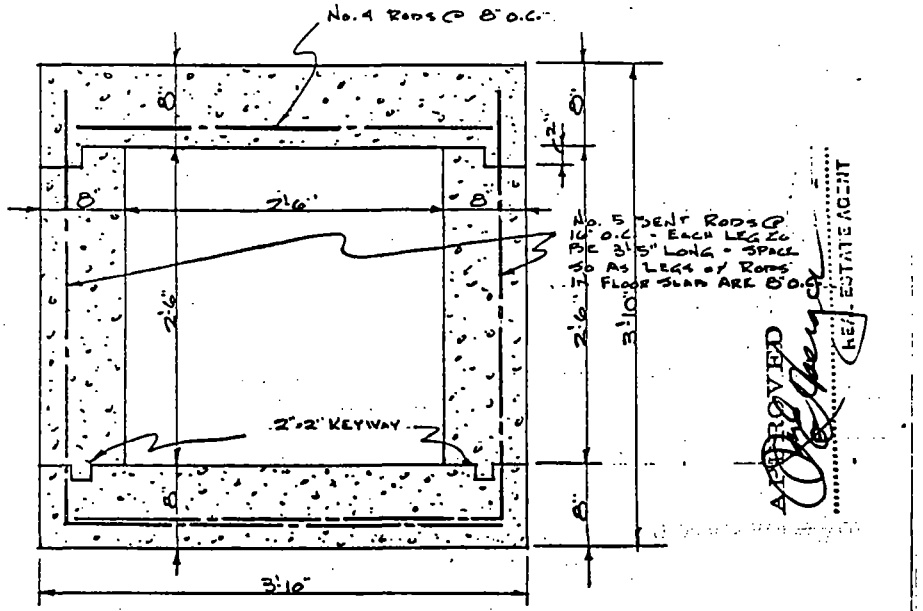
[Ordinance associated with this Drawing printed on pages 22736 through 22740 of this Journal.]



PLOT PLAN LOCATION OF PROPOSED TUNNEL
SCALE 1"=100'-0"



SECTION THRU STREET
SCALE 1"=10'-0"



Section of St Casimir

APPROVED
REAL ESTATE AGENT

SECTION THRU TUNNEL
SCALE 1"=1'-0"

W. G. CARLSON ARCHITECT
12700 WESTERN DUNE ISLAND
FU 5-2723

(Continued from page 22740)

payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the

Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

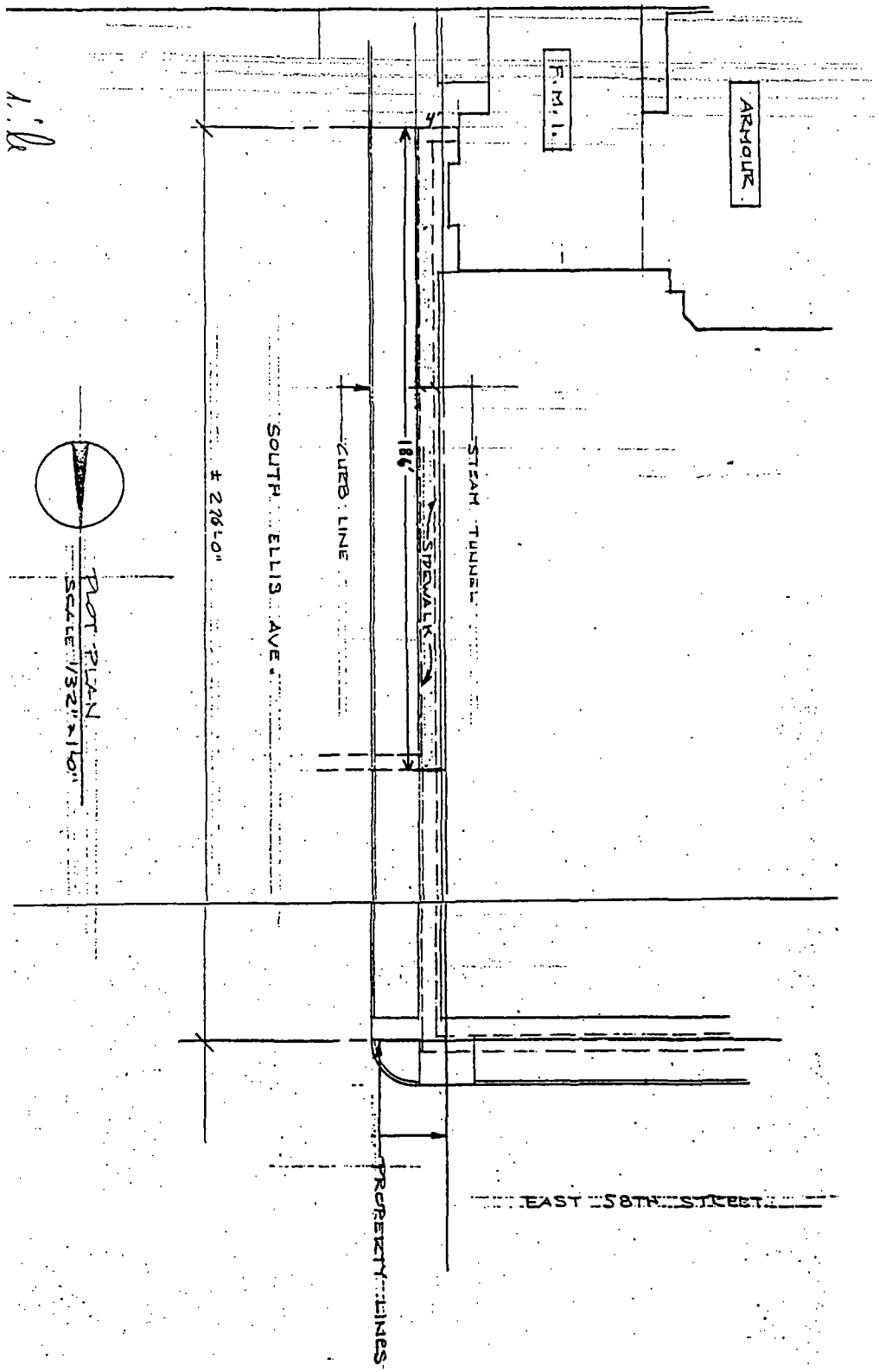
[Drawing attached to this ordinance printed on page 22744 of this Journal.]

University Of Chicago, File 36.

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

(Continued on page 22745)

[Ordinance associated with this Drawing printed on pages 22740 through 22743 of this Journal.]



(Continued from page 22743)

SECTION 1. Permission and authority are hereby given and granted to University of Chicago, File 36, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault to be used for storage under the surface of South Ellis Avenue in front of the premises at 5604 -- 5626 South Ellis Avenue. Said vault shall be seventy-one (71) feet in length, thirty-four point five (34.5) feet in width and fifteen (15) feet in depth at first and second levels for a total of 4,899 square footage. Authority herein granted for a period of five (5) years from and after December 1, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein

required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance printed on page 22748 of this Journal.]

Veterans Administration Lakeside Medical Center.

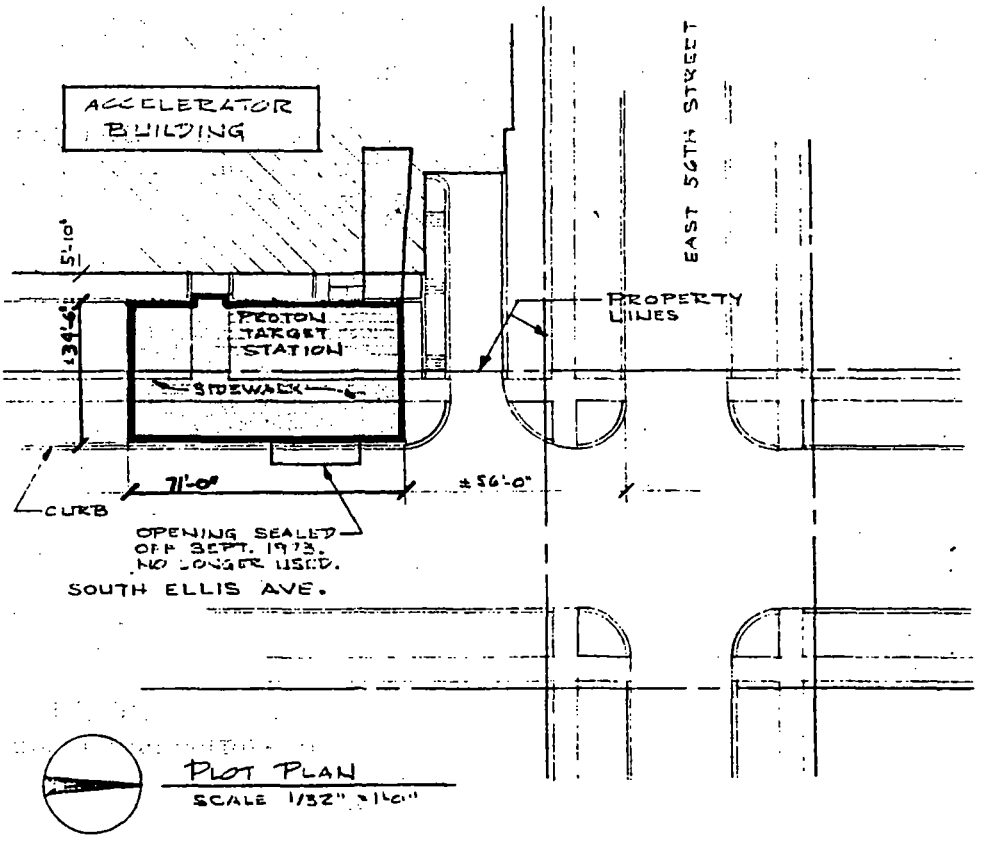
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Veterans Administration Lakeside Medical Center, a United States of America agency, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) patient and/or public corridor over and across Huron Street connecting Northwestern Lakeside Medical Center. Said corridor to be one hundred eighty-four point six (184.6) feet in length by sixteen point six (16.6) feet in width and twenty-four (24) feet above ground level. The above privilege to remain in effect for a period of five (5) years from and after October 9, 1990.

The location of said privilege shall be as shown on print hereto attached, which by reference is made a part of this ordinance. 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, the Commissioner of Public Works and the Commissioner of General Services. The grantee shall keep that portion of the public way over or under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 22749)

[Ordinance associated with this Drawing printed on pages 22743 through 22747 of this Journal.]



ORDINANCE DRAWING # 36 VAULT UNDER SOUTH ELLIS AVE. ± 56'-0" SOUTH OF EAST 56TH ST.	DWG. NO. 802125 DATE 11/5/90	PHYSICAL PLANNING CONST. RENOVATIONS THE UNIVERSITY OF CHICAGO.

(Continued from page 22747)

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Twenty-six and no/100 Dollars ($1,026.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. 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 annual 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. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to date of expiration of this ordinance.

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 Commissioner of General Services at their discretion, at any time 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 Streets and Sanitation 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 insurance 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. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. 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 $1,000,000.00 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of General Services, Real Estate Division, 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 permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the Commissioner of General Services and upon the faithful observance and performance of all and singular the 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 other expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation be paid to the Department of General Services.

[Drawing attached to this ordinance unavailable at time of printing.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE FOR HALSTED-CLYBOURN LIMITED PARTNERSHIP.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on September 12, 1990) for Halsted-Clybourn Limited Partnership.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 ordinance passed by the City Council on March 21, 1990, page 13253 of the Council Journal of Proceedings granting permission to Halsted-Clybourn Limited Partnership, 800 -- 826 West North Avenue, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following in Section 1:

"one hundred forty-one (141) feet in length and eleven (11) feet in width for a total area of one thousand five hundred fifty-one (1,551) square feet"

the following in Section 2:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand One Hundred Ten and no/100 Dollars ($2,110.00) per annum."

and inserting in lieu thereof in Section 1:

"one hundred forty-one (141) feet in length and ten point five (10.5) feet in width for a total of one thousand four hundred eighty point five (1,480.5) square feet"

in Section 2:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Fourteen and no/100 Dollars ($2,014.00) per annum."

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE FOR HYDE PARK WEST LIMITED.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on September 12, 1990) for Hyde Park West Limited.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 ordinance passed by the City Council on July 12, 1990, page 18422, Council Journal of Proceedings, granting permission to Hyde Park West Limited, upon the terms and subject to the conditions of this ordinance, be and the same is hereby amended by inserting the following in Section 1:

"In addition, there shall be four (4) corner posts occupying a portion of the public way twelve (12) feet in length and forty-two (42) feet in width, each for a total of two thousand sixteen (2,016) square feet."

striking out the following in Section 2:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of One Thousand Four Hundred and no/100 Dollars ($1,400.00) per annum,"

and inserting in lieu thereof in Section 2:

"The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Six Hundred and no/100 Dollars ($2,600.00) per annum,"

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

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE FOR STEEL CITY NATIONAL BANK OF CHICAGO, UNDER TRUST NUMBER 994.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed amending ordinance transmitted herewith (referred on September 12, 1990) for Steel City National Bank of Chicago, under Trust Number 994.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 ordinance passed by the City Council on May 16, 1990, page 15865, Council Journal of Proceedings, granting permission to Steel City National Bank of Chicago, under Trust Number 994, upon the terms and subject to the conditions of this ordinance be and the same is hereby amended by striking out as printed, the following in Section 1:

"Said vaulted area shall be fifty (50) feet in length and sixteen (16) feet in width for a total of eight hundred (800) square feet . . . "

also by striking out as printed, the following in Section 2:

"One Thousand Five Hundred Thirty-six and no/100 Dollars ($1,536.00) per annum"

and inserting in Section 1 in lieu thereof:

"Said vaulted area shall be twenty-eight (28) feet in length and sixteen (16) feet in width for a total of four hundred forty-eight square feet . . ."

and inserting in Section 2 in lieu thereof:

"Eight Hundred Sixty-one and no/100 dollars ($861.00) per annum"

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

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys, to which were referred (September 12, 1990) proposed orders to issue permits for the construction, maintenance and use of sundry canopies at various locations, begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

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

Amalgamated Trust And Savings Bank: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Amalgamated Trust and Savings Bank ("Permittee") to maintain and use four (4) canopies over the public right-of-way in South State, West Van Buren, South Dearborn and West Monroe Streets known as One West Monroe Street attached to the building or structure located at 102 South State, 45 West Van Buren, 400 South Dearborn and 15 West Monroe Streets for a period of three (3) years from and after January 21, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 16, 15, 32 and 14 feet, respectively, in length, nor 22, 11, 18 and 17 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

American National Bank, Under Trust Number 47250: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to American National Bank under Trust 47250 ("Permittee") to construct, maintain and use a canopy over the public right-of-way in North Michigan Avenue attached to the building or structure located at 840 North Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 81 feet in length, nor 17 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Six and no/100 Dollars ($106.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Barry-Regent Cleaners, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Barry-Regent Cleaners, Inc. ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Broadway attached to the building or structure located at 3000 North Broadway for a period of three (3) years from and after September 6, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 25 feet, 2 at 16 feet and 1 at 11 feet, respectively, in length, nor 5 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Butch McGuire's, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Butch McGuire's, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Division Street attached to the building or structure located at 20 West Division Street for a period of three (3) years from and after September 15, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 41 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-six and no/100 Dollars ($66.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Casbah Restaurant: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Casbah Restaurant ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Diversey Avenue attached to the building or structure located at 514 West Diversey Avenue for a period of three (3) years from and after date of passage in accordance

with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 7 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The Congress Hotel: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The Congress Hotel ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Harrison Street attached to the building or structure located at 68 East Harrison Street for a period of three (3) years from and after January 1, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 75 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum,

in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Chris Dallas (Doing Business As Edgewater Produce): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Chris Dallas, doing business as Edgewater Produce ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 5509 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 74 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-nine and no/100 Dollars ($99.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Entre Nous Of Wisconsin, Incorporated (Doing Business As Impressions Custom Furniture): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Entre Nous of Wisconsin, Incorporated, doing business as Impressions Custom Furniture ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North LaSalle Street attached to the building or structure located at 435 North LaSalle Street for a period of three (3) years from and after June 26, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Estelle Beauty Shop: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Estelle Beauty Shop ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2746 North Clark Street for a period of three (3) years from and after June 21, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 30 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars ($55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ewald-Barlock Funeral Home, Limited: Canopies.
(Period Beginning September 15, 1985)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ewald-Barlock Funeral Home, Limited ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Southport Avenue attached to the building or structure located at 2501 North Southport Avenue for a period of three (3) years from and after September 15, 1985 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 10 and 1 at 15 feet, respectively, in length, nor 3 at 3 feet and 1 at 10 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ewald-Barlock Funeral Home, Limited: Canopies.
(Period Beginning September 15, 1988)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Ewald-Barlock Funeral Home, Limited ("Permittee") to maintain and use four (4) canopies over the public right-of-way in North Southport Avenue attached to the building or structure located at 2501 North Southport Avenue for a period of three (3) years from and after September 15, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 10 and 1 at 15 feet, respectively, in length, nor 3 at 3 feet and 1 at 10 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred and no/100 Dollars ($200.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Foot & Ankle Center: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Foot & Ankle Center ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Western Avenue attached to the building or structure located at 6426 North Western Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Frontera Grill: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Frontera Grill ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 445 North Clark Street for a period of three (3) years from and after September 17, 1990 in accordance with the

ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 47 feet in length, nor 5 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-two and no/100 Dollars ($72.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Ms. Susie Giometti: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Susie Giometti ("Permittee") to maintain and use two (2) canopies over the public right-of-way in West Belmont Avenue attached to the building or structure located at 2959 West Belmont Avenue for a period of three (3) years from and after September 28, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 16 feet and 8 feet, respectively, in length, nor 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum,

in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Imperial Cathay Restaurant: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Imperial Cathay Restaurant ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 2 East Delaware Place for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 19 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Kefalos, Incorporated (Doing Business As My Place For?): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Kefalos, Inc., doing business as My Place For? ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 7541 -- 7547 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 8 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Lake Shore National Bank, Under Trust Number 930: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lake Shore National Bank, under Trust Number 930 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Oak Street attached to the building or structure located at 118 -- 120 East Oak Street for a period of three (3) years from and after April 21, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 49 feet in length, nor 15 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Seventy-four and no/100 Dollars ($74.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Lawson Young Mens Christian Association: Canopy.
(Period Beginning December 9, 1987)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lawson Y.M.C.A. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 30 West Chicago Avenue for a period of three (3) years from and after December 9, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 32 feet in length, nor 16 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars ($57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Lawson Young Mens Christian Association: Canopy.
(Period Beginning December 9, 1990)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Lawson Y.M.C.A. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Chicago Avenue attached to the building or structure located at 30 West Chicago Avenue for a period of three (3) years from and after December 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 32 feet in length, nor 16 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

L.U.R.W. Garland Limited Partnership: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to L.U.R.W. Garland Limited Partnership ("Permittee") to maintain and use ten (10) canopies over the public right-of-way in South Dearborn Street attached to the building or structure located at 407 South

Dearborn Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 10 feet, 1 at 13 feet, 1 at 15 feet, 1 at 16 feet, 2 at 17 feet, 1 at 18 feet and 3 at 20 feet, respectively, in length, nor 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Five Hundred and no/100 Dollars ($500.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

North Shore National Bank, Under Trust Number 916: Canopy. (Period beginning April 5, 1988)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to North Shore National Bank, under Trust Number 916 dated July 1, 1987 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Howard Street attached to the building or structure located at 1791 West Howard Street for a period of three (3) years from and after April 5, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services

and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

North Shore National Bank, Under Trust Number 916: Canopy. (Period beginning April 5, 1991)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to North Shore National Bank, under Trust Number 916 dated July 1, 1987 ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Howard Street attached to the building or structure located at 1791 West Howard Street for a period of three (3) years from and after April 5, 1991 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 17 feet in length, nor 11 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Old Irving Cafe: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Old Irving Cafe ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Irving Park Road attached to the building or structure located at 4333 West Irving Park Road for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 104 feet in length, nor 2 feet and 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-nine and no/100 Dollars ($129.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Pets Calvert Company: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Pets Calvert Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Water Market attached to the building or structure located at 2 South Water Market for a period of three (3) years from and after May 15, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 74 feet in length, nor 14 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-nine and no/100 Dollars ($99.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

P.S. Chicago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to P.S. Chicago ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Division Street attached to the building or structure located at 8 West Division Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 105 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Thirty and no/100 Dollars ($130.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Rodity's Restaurant, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Rodity's Restaurant, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Halsted Street attached to the building or structure located at 222 South Halsted Street for a period of three (3) years from and after September 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 6 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopy.
(3401 West Arthington Street)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Arthington Street attached to the building or structure located at 3401 West

Arthington Street for a period of three (3) years from and after August 18, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 22 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopy.
(3429 West Arthington Street)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Arthington Street attached to the building or structure located at 3429 West Arthington Street for a period of three (3) years from and after June 6, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 8 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopy.
(901 -- 909 South Homan Avenue)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Homan Avenue attached to the building or structure located at 901 -- 909 South Homan Avenue for a period of three (3) years from and after November 10, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 80 feet in length, nor 13 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Five and no/100 Dollars ($105.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopies.
(1600 North Neva Avenue And 7152 West North Avenue -- Period Beginning June 12, 1987)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use three (3) canopies over the public right-of-way in North Neva Avenue and West North Avenue attached to the building or structure located at 1600 North Neva Avenue and 7152 West North Avenue for a period of three (3) years from and after June 12, 1987 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 107 feet, 1 at 160 feet, and 1 at 121 feet, respectively, in length, nor 3 at 8 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Sixty-three and no/100 Dollars ($463.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or

litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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Sears, Roebuck And Company: Canopies.
(1600 North Neva Avenue And 7152 West North Avenue -- Period Beginning June 12, 1990)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use three (3) canopies over the public right-of-way in North Neva Avenue and West North Avenue attached to the building or structure located at 1600 North Neva Avenue and 7152 West North Avenue for a period of three (3) years from and after June 12, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 1 at 107 feet, 1 at 160 feet and 1 at 121 feet, respectively, in length, nor 3 at 8 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Four Hundred Sixty-three and no/100 Dollars ($463.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Sears, Roebuck And Company: Canopy.
(1012 South Spaulding Avenue)

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Sears, Roebuck and Company ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Spaulding Avenue attached to the building or structure located at 1012 South Spaulding Avenue for a period of three (3) years from and after August 18, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 18 feet in length, nor 7 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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Stillery, Incorporated: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Stillery, Inc. ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Loomis and West Taylor Streets attached to the building or structure located at 927 South Loomis Street/1358 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Transportation Building: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Transportation Building ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Dearborn Street attached to the building or structure located at 600 South Dearborn Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 16 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Union League Club Of Chicago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Union League Club of Chicago ("Permittee") to maintain and use one (1) canopy over the public right-of-way in South Federal Street attached to the building or structure located at 312 South Federal Street for

a period of three (3) years from and after September 28, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 28 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-three and no/100 Dollars ($53.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

The United States Shoe Corporation, Lens Crafters Division: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to The United States Shoe Corp., Lens Crafters Division ("Permittee") to maintain and use one (1) canopy over the public right-of-way in North Clark Street attached to the building or structure located at 2736 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 32 feet in length, nor 10 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-seven and no/100 Dollars ($57.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

University Club Of Chicago: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to University Club of Chicago ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Monroe Street attached to the building or structure located at 76 East Monroe Street for a period of three (3) years from and after September 9, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 12 feet in length, nor 12 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Wabash-Randolph Partnership: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Wabash-Randolph Partnership ("Permittee") to maintain and use one (1) canopy over the public right-of-way in East Randolph Street attached to the building or structure located at 30 East Randolph Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 7 feet in length, nor 6 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Wendy's International, Incorporated: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Wendy's International, Inc. ("Permittee") to maintain and use two (2) canopies over the public right-of-way in South State Street attached to the building or structure located at 232 South State Street for a period of three (3) years from and after May 4, 1989 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 5 and 8 feet, respectively, in length, nor 2 and 4 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

West Auto Parts: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit West Auto Parts ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Montrose Avenue attached to the building or structure located at 2424 West Montrose Avenue for a period of three (3) years from and after September 8, 1990 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 39 feet in length, nor 4 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-four and no/100 Dollars ($64.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Mustafa Zubi (Doing Business As Central Video): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Mustafa Zubi, doing business as Central Video ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Taylor Street attached to the building or structure located at 1354 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 25 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

Mr. Mustafa Zubi (Doing Business As Deli Delite): Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to Mustafa Zubi, doing business as Deli Delite ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Taylor Street attached to the building or structure located at

1359 West Taylor Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 44 feet in length, nor 2 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-nine and no/100 Dollars ($69.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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33 West Monroe Street: Canopy.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 33 West Monroe Street ("Permittee") to maintain and use one (1) canopy over the public right-of-way in West Monroe Street attached to the building or structure located at 33 West Monroe Street for a period of three (3) years from and after December 20, 1988 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed 61 feet in length, nor 16 feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Eighty-six and no/100 Dollars ($86.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

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161 North Clark Street Limited Partnership: Canopies.

Ordered, That the Commissioner of General Services is hereby authorized to issue a permit to 161 North Clark Street Limited Partnership ("Permittee") to construct, maintain and use three (3) canopies over the public right-of-way in North Clark Street attached to the building or structure located at 161 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed 3 at 22 feet, respectively, in length, nor 2 at 14 feet and 1 at 13 feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty and no/100 Dollars ($150.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Commissioner of General Services in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Commissioner of General Services.

REPEAL OF ORDINANCE WHICH AUTHORIZED MAINTENANCE AND USE OF CANOPY ADJACENT TO 240 EAST ONTARIO STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed repealing ordinance transmitted herewith (referred on September 12, 1990) that the ordinance passed January 27, 1988, and found on page 10019 of the City Council Journal of Proceedings, authorizing Annabelle's to maintain a canopy on the public way adjacent to the premises commonly known as 240 East Ontario Street, be and the same is hereby repealed.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 ordinance passed January 27, 1988, and found on page 10019 of the City Council Journal of Proceedings, authorizing Annabelle's to maintain a canopy on the public way adjacent to the premises commonly known as 240 East Ontario Street, Chicago, Illinois, be and the same is hereby repealed.

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

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST COUCH PLACE, WEST RANDOLPH STREET, NORTH WACKER DRIVE AND NORTH FRANKLIN STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council February 7, 1990 (Council Journal page 10719) and of an Opinion dated October 22, 1990 for LaSalle National Bank, Trustee, Trust No. 7287 and New York Life Insurance Company (CP) New York, vacating all of the 10-foot public alley running north and east from West Randolph Street in the block bounded by West Couch Place, West Randolph Street, North Wacker Drive and North Franklin Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the north-south and east-west 10-foot public alley lying south of the south line of Lot 1; lying east of the east line of Lots 1, 2 and 3; lying north of the north line of Lots 4 and 5 and north of a line drawn from the southeast corner of Lot 3 to the southwest corner of

Lot 4; and lying west of the west line of Lot 4 and west of the northwardly extension of the east line of Lot 5, all in Assessor's Division of the south half of Lots 5 and 6 in Block 31 in Original Town of Chicago in the south half of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian; said public alley herein vacated being further described as all of the north-south and east-west 10-foot public alley running north from West Randolph Street in the block bounded by West Couch Place, West Randolph Street, North Wacker Drive and North Franklin Street, as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust No. 7287 and New York Life Insurance Company (CP) NY shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of Four Hundred Thirty-nine Thousand and no/100 Dollars ($439,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West Randolph Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, LaSalle National Bank, as Trustee, Trust No. 7287 and New York Life Insurance Company (CP) NY shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 22800 of this Journal.]

VACATION OF PORTIONS OF PUBLIC ALLEYS IN AREA BOUNDED BY WEST THOME AVENUE, WEST GRANVILLE AVENUE, NORTH DAMEN AVENUE AND NORTH WINCHESTER AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for Catholic Bishop of Chicago, vacating all of the remaining north-south 18-foot public alley together with all of the remaining first east-west 18-foot public alley north of West Granville Avenue and all of the second east-west 18-foot public alley north of West Granville Avenue in the block bounded by vacated West Thome Avenue, West Granville Avenue, vacated North Damen Avenue and North Winchester Avenue.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

(Continued on page 22801)

[Ordinance associated with this Drawing printed on pages 22796 through 22798 of this Journal.]

"A"

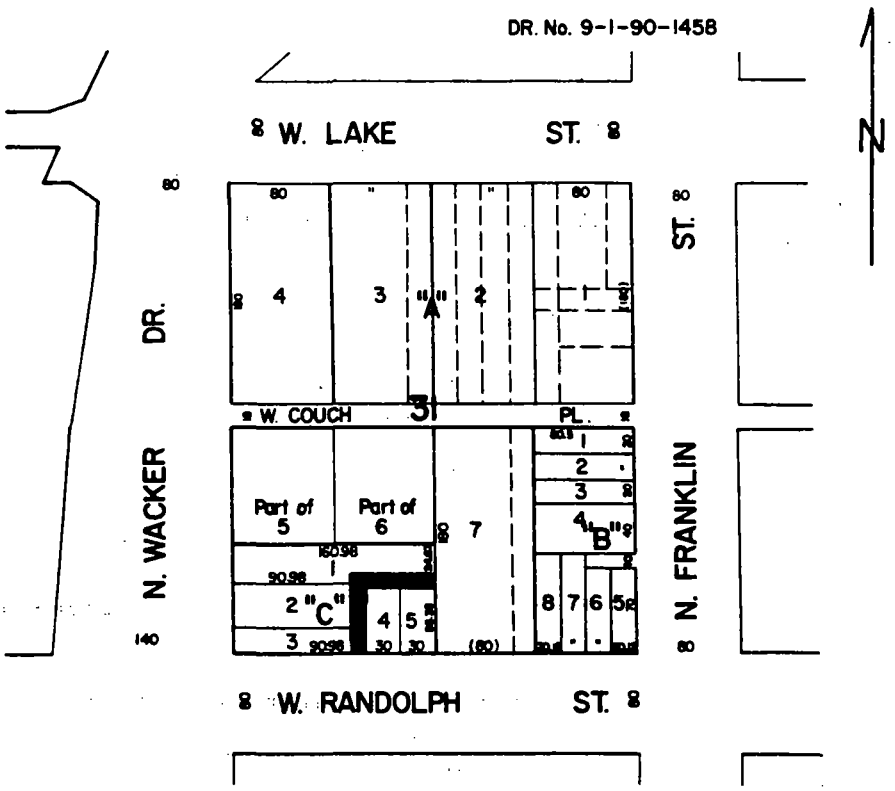
Original Town of Chicago in the S. 1/2 of Sec. 9-39-14

"B"

Assessor's Division of Lot 8 Block 31 Original Town of Chicago, etc. See "A".

"C"

Assessor's Division of S. 1/2 of Lots 5 and 6 Block 31 Original Town of Chicago, etc. See "A"



(Continued from page 22799)

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, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alleys and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the remaining north-south 18-foot public alley lying west of the west line of Lots 3 and 4 and west of the southwardly extension of the west line of said Lot 4; lying east of the east line of Lots 5 and 6 and east of the east line of the vacated alley lying south of said Lot 5; lying north of the north line of Lots 11 and 12; and lying south of the westwardly extension of the north line of the south 19 feet of Lot 3, all in Block 18 in "Highridge" being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian;

Also

all that part of the east-west 18-foot public alley lying south of the south line of Lot 4; lying north of the north line of Lots 9 to 12, both inclusive; lying west of a line drawn from the southeast corner of Lot 4 to the northeast corner of Lot 9; and lying east of the southwardly extension of the west line of said Lot 4, all in Block 18 in "Highridge" aforementioned;

Also

all of the east-west 18-foot public alley dedicated by plat recorded January 5, 1954 as Document No. 15804580 in the Office of the Recorder of Deeds in Cook County, Illinois and described as follows:

the north 18 feet of the south 19 feet of Lot 4 in Block 18 in "Highridge" being a subdivision in the north half of the northeast quarter of Section 6, Township 40 North, Range 14 East of the Third Principal Meridian;

said public alleys and part of public alley herein vacated being further described as all of the remaining north-south 18-foot public alley together with all of the remaining first east-west 18-foot public alley north of West Granville Avenue and all of the second east-west 18-foot public alley north of West Granville Avenue in the block bounded by vacated West Thome Avenue, West Granville Avenue, vacated North Damen Avenue and North Winchester Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and public interest will be subserved by such vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment, and underground conduit, cables and associated equipment for the transmission and distribution of electric energy under, over and along the public alleys and part of public alley as herein vacated with the right of ingress and egress.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Catholic Bishop of Chicago shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alleys and part of public alley hereby vacated, the sum of Three Thousand Five Hundred and no/100 Dollars ($3,500.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Catholic Bishop of Chicago shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing attached to this ordinance printed on page 22804 of this Journal.]

VACATION OF PORTION OF PUBLIC ALLEY IN BLOCK BOUNDED BY WEST 14TH STREET, VACATED WEST BARBER STREET, SOUTH HALSTED STREET AND SOUTH UNION AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an order passed by the City Council July 12, 1990 (Council Journal page 18817) and of an Opinion dated September 7, 1990, for Affiliated Bank/Western National, Trustee, Trust No. S11014, vacating the remaining west 8 feet of the north 99 feet of the north-south 12-foot public alley east of South Halsted Street and lying between West 14th Street and vacated West Barber Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

(Continued on page 22805)

[Ordinance associated with this Drawing printed on pages 22799 through 22802 of this Journal.]

"A"

Highridge being a Subdivision in the N. 1/2 N.E. 1/4 Sec. 6-40-14.

"B"

Ordinance for Vacation of Streets and Alleys in part of Highridge etc. Passed Dec. 7, 1908
Rec. Dec. 30, 1908 Doc. 4307862

"C"

Vacated by Ordinance passed July 15, 1925
Rec. Aug. 11, 1925 Doc. 9001506

"D"

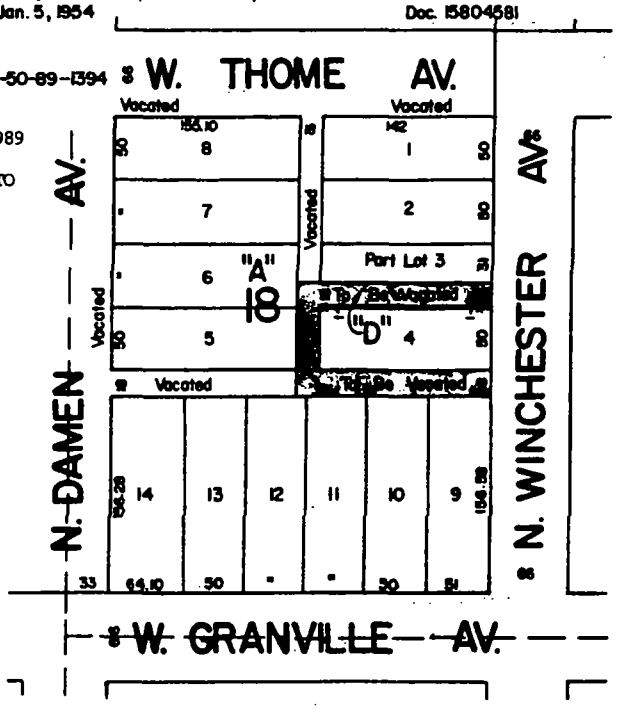
Dedication for public alley.
Rec. Jan. 5, 1954 Doc. 15804580

"E"

Vacated by Ordinance passed Nov. 16, 1953
Rec. Jan. 5, 1954 Doc. 15804581

DR. No. 6-50-89-1394

ORDER PASSED SEPTEMBER 13, 1989 (C.J.p. 5154) AREA OF ALLEYS TO BE VACATED = 6,678.0 S.F.



(Continued from page 22803)

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all the remaining west half of the north-south public alley lying east of the east line of Lots 2 to 5, both inclusive; lying west of the west line of the east half of said north-south alley vacated by ordinance recorded September 12, 1986 in the Office of the Recorder of Deeds, in Cook County, Illinois as Document No. 86-411221; lying north of the eastwardly extension of the south line of Lot 5; and lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 2, all in Subdivision of Lot 4 in Block 55 in Canal Trustee's New Subdivision of Blocks in the northwest quarter of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian (except Blocks 57 and 58); said part of public alley herein vacated being further described as all of the remaining north-south public alley in the block bounded by West 14th Street, vacated West Barber Street, South Halsted Street and South Union Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, Affiliated Bank/Western National, as Trustee, Trust No. S11014, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Three Thousand Five Hundred Sixty-four and no/100 Dollars ($3,564.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in West 14th Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the Affiliated Bank/Western National, as Trustee, Trust No. S11014, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing attached to this ordinance printed on page 22807 of this Journal.]

VACATION AND DEDICATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST 57TH STREET, WEST 58TH STREET, SOUTH HERMITAGE AVENUE AND SOUTH WOOD STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith of an Opinion dated October 22, 1990 for Central Community Hospital, vacating all of the east-west 16-foot public alley 34 feet south of said east-west alley to be vacated and also the dedication of 5.00 feet on the west side of the north-south 16-foot public alley between the east-west alley to be vacated and the east-west alley to be dedicated, all in the block bounded by West 57th Street, West 58th Street, South Hermitage Avenue and South Wood Street.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 22808)

[Ordinance associated with this Drawing printed on pages 22803 through 22806 of this Journal.]

"A"

Canal Trustee's Sub. of the W. 1/2 of Sec. 21-39-14 and so much of the S.E. 1/4 as lies W. of the South Branch of the Chicago River. Above Sub. in N.W. 1/4 vacated (except Blks. 57 & 58).

"B"

Canal Trustee's New Sub. of Blks. in N.W. 1/4 Sec. 21-39-14 (except Blks. 57 & 58).

"C"

Reardon's Sub. of lot 5, Blk. 64 in Canal Trustee's New Sub. (see "B").

"D"

J. Nutt's Sub. of lot 6, Blk. 64 in Canal Trustee's New Sub. (see "B").

"E"

Assessor's Div. of lot 7, Blk. 64 in Canal Trustee's New Sub. (see "B").

"F"

Sub. of lot 8, Blk. 64 in Canal Trustee's New Sub. (see "B").

"G"

Von Schneidau's Sub. of lot 1, Blk. 55 in Canal Trustee's Sub. (see "B").

"H"

Nutt's Sub. of lot 2, Blk. 55 in Canal Trustee's New Sub. (see "B").

"I"

Wm. Lill's Sub. of lot 3, Blk. 55 in Canal Trustee's New Sub. (see"B").

"J"

Sub. of lot 4, Blk. 55 in Canal Trustee's New Sub. (see"B").

"K"

Evans' & Iglehart's Sub. of the S. 1/2 of Block 55 in Canal Trustee's New Sub. (see "B").

"L"

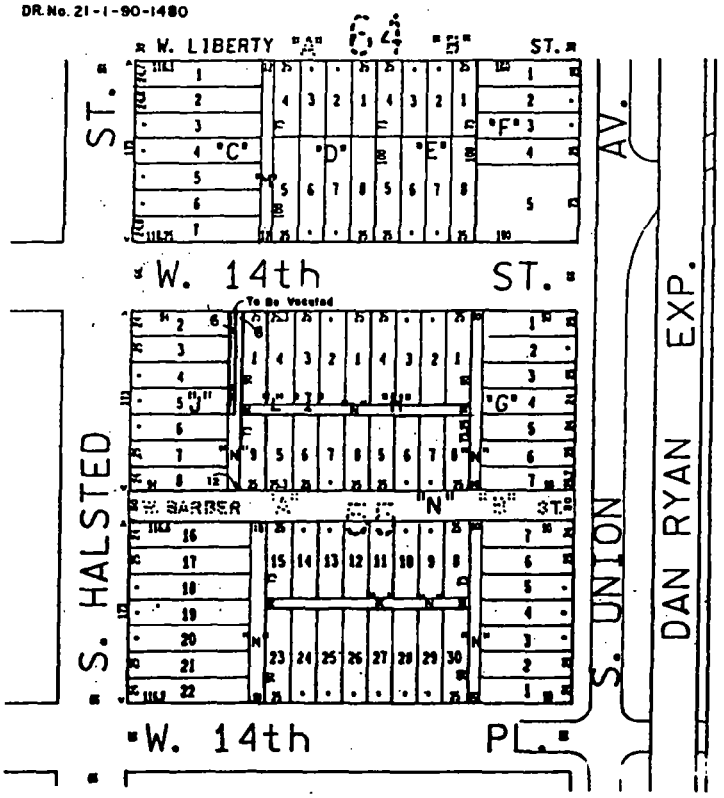
Opening of alley through sub-lot 1 of lot 4, Blk. 55 in Canal Trustee's New Sub. (see "B").

"M"

Vacation of all the N. and S. public alley lying between lots 4 and 5 of Sub. of lot 6, and lots 1 to 7 of Sub. of lot 5, Blk. 64 in Canal Trustee's New Sub. (see "B"). "N"

Vacated by Ordinance Passed Aug. 28, 1986. Rec. Sept. 12, 1986 (86-951) Doc. 86-411221

DR. No. 21-1-90-1480



(Continued from page 22806)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance providing for the "Parts of alleys vacated and provision made for dedication of public alleys in block bounded by West 57th Street, West 58th Street, South Hermitage Avenue and South Wood Street", was passed by the City Council February 9, 1972, appearing on pages 2522 -- 2523 of the Journal of the Proceedings; and

WHEREAS, The applicant did dedicate the alley segment required by said ordinance and did pay the compensation required by said ordinance; however, a certified copy of the ordinance was not recorded within the 90-day time limit; and

WHEREAS, It is necessary to pass a new ordinance to extend the time of recording; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of the public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east-west sixteen (16) foot public alley dedicated and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, April 14, 1966, Document No. 19796043, being the south sixteen (16) feet of Lot Forty-four (44) in Block Twelve (12) of Ashland being a subdivision of the north three-fourths (N. 3/4) of the east half (E. 1/2) of the northeast quarter (N.E. 1/4) of Section Eighteen (18), Township Thirty-eight (38) North, Range Fourteen (14) East of the Third Principal Meridian, together with the north thirty-three (33) feet of the south one-fourth (S. 1/4)

thereof; also all that part of the north-south sixteen (16) foot public alley lying west of and adjoining the west lines of Lots Four (4) and Five (5), lying east of and adjoining the east line of Lots Forty-four (44) and Forty-five (45), lying south of and adjoining a line drawn from the northwest corner of said Lot Four (4) to the northeast corner of said Lot Forty-five (45) and lying north of and adjoining a line drawn from the southwest corner of said Lot Five (5) to the southeast corner of said Lot Forty-four (44), in Block Twelve (12) of Ashland aforementioned; said public alley and part of public alley herein vacated being further described as all of the east-west public alley running east from South Wood Street together with all that part of the north-south public alley lying between the south line of said east-west public alley extended east and a line fifty (50) feet, more or less, north of and parallel thereto, in the block bounded by West 57th Street, West 58th Street, South Hermitage Avenue and South Wood Street, as colored in red and indicated by the words "To Be Vacated", on the plat hereto attached, which plat for greater certainty is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the an express condition that within ninety (90) days after the passage of this ordinance, Central Community Hospital shall dedicate or cause to be dedicated to the public and open up for the public use as an alley and part of alley, the south sixteen (16) feet of Lot Forty-two (42) together with the east five (5) feet of Lots Forty-two (42)and Forty-three (43), except the south sixteen (16) feet of said Lot Forty-two (42), in Block Twelve (12) of Ashland aforementioned, as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned plat; and further, shall within ninety (90) days after the passage of this ordinance pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley and part of public alley hereby vacated, the sum of One Thousand Five Hundred and no/100 Dollars ($1,500.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the east-west public alley herein vacated, similar to the sidewalk and curb in South Wood Street between West 57th Street and West 58th Street and removing sidewalk and curb and constructing paving and curb returns into the entrance to the east-west alley herein required to be dedicated, similar to the paving and curbing in South Wood Street between West 57th Street and West 58th Street; and further, shall within ninety (90) days after the passage of this ordinance deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of constructing concrete pavement in the alley and part of alley to be dedicated, as shown in yellow on the plat hereto attached. The precise amounts of the sums so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. This ordinance shall take effect and be in force from and after its passage subject to the conditions of Section Two (2) hereof, provided that the said Central Community Hospital shall within ninety (90) days after the passage of this ordinance, file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged showing the vacations and dedications herein provided for.

[Drawing attached to this ordinance printed on page 22811 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF BOGDAN'S RESUBDIVISION ON PORTION OF SOUTH MOBILE AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Bogdan's Resubdivision, located on the west side of South Mobile Avenue, 124.50 feet south of West 53rd Street, having a frontage of 60.0 feet along the west side of South Mobile Avenue and a depth of 125.17 feet, for Valerie S. Kus.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

(Continued on page 22812)

[Ordinance associated with this Drawing printed on pages 22806 through 22810 of this Journal.]

"A"

Ashland, a Sub. of the N. 3/4 of the E. 1/2 of the N.E. 1/4 of Sec. 18-33-14, together with the N. 33 ft. of the S. 1/4 thereof.

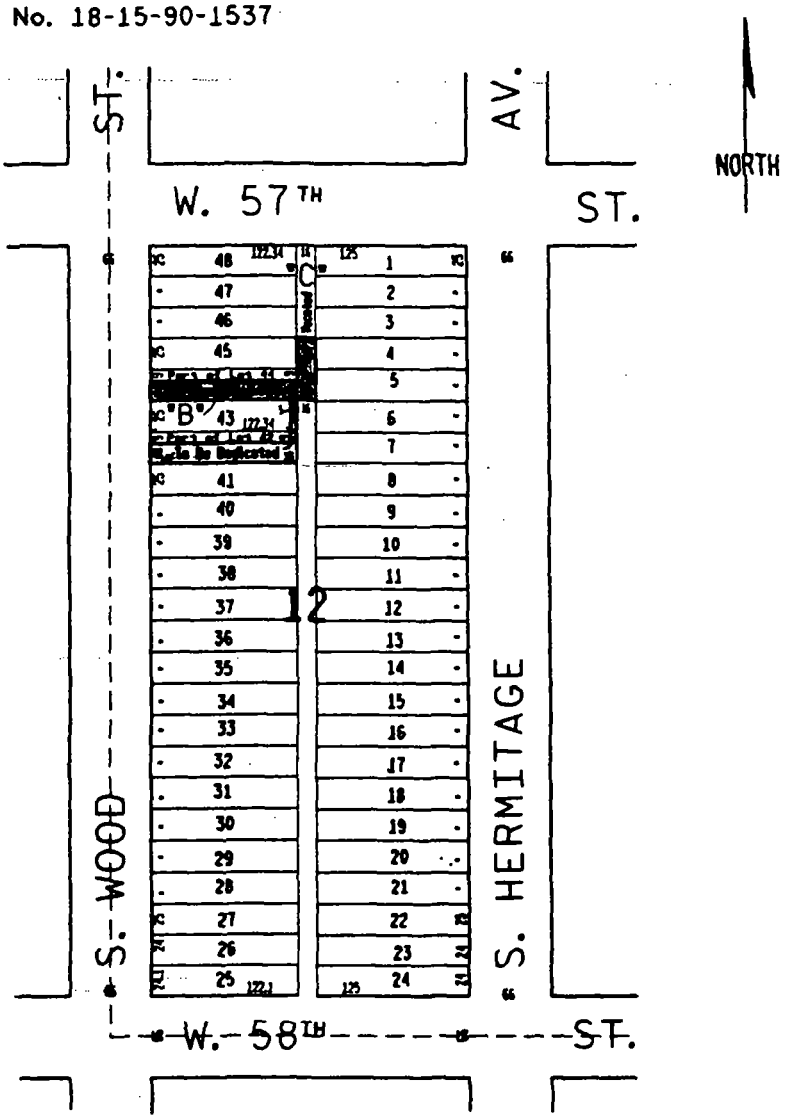
"B"

Dedicated for Public Alley.
Rec. Apr. 14, 1966 Doc. No. 19796043

"C"

Vacated by Ordinance Passed January 14, 1966.
Rec Apr. 14, 1966 Doc. No. 19796044

Dr. No. 18-15-90-1537



(Continued from page 22810)

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Bogdan's Resubdivision, located on the west side of South Mobile Avenue, 124.50 feet south of West 53rd Street, having a frontage of 60.0 feet along the west side of South Mobile Avenue and a depth of 125.17 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Valerie S. Kus (No. 8-23-90-1533).

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

[Plat attached to this ordinance printed on page 22814 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF FEY RESUBDIVISION ON PORTION OF SOUTH CHRISTIANA AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 12, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Fey Resubdivision, located on the west side of South Christiana Avenue, 99.96 feet south of West 107th Street, having a frontage of 99.96 feet along the west side of South Christiana Avenue and a depth of 122.0 feet, for Thomas Leonard.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

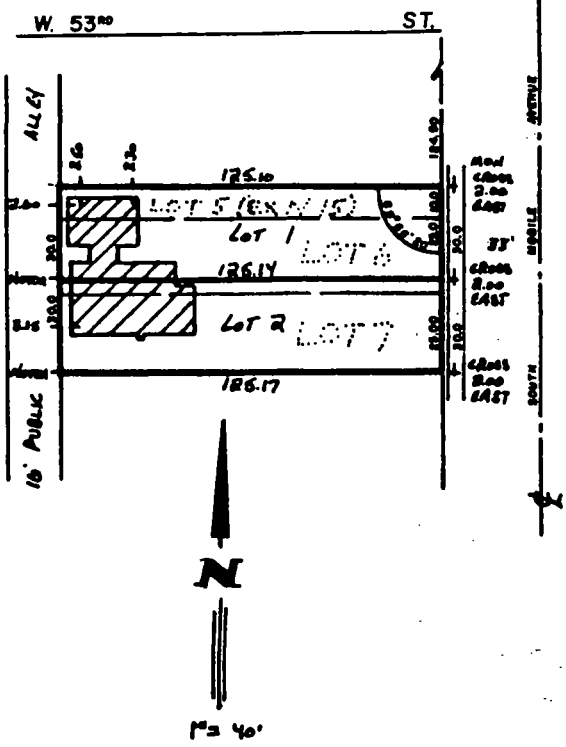
The following is said ordinance as passed:

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

(Continued on page 22815)

BOGDAN'S RESUBDIVISION

Of Lot 5 (except the North 15 Feet thereof) and Lots 6 and 7 in Block 17 in Bartlett Highlands, being a Subdivision of the South-West 1/4 (except the East 1/2 of the East 1/2 thereof) of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.



DR. No. 8-23-90-1533

State of Illinois)
County of Cook) ss.

I, Valerie S. Kus, do hereby certify that I am the sole owner of the property described in the caption to the Plat hereon drawn, and as such owner, I have caused said property to be surveyed and Resubdivided as hereon shown, as my own free and voluntary act and deed.

Dated this _____ day of _____ A.D. 19____

Owner: _____

State of Illinois)
County of Cook) ss.

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that Valerie S. Kus, personally known by me to be the same person whose name is subscribed to the foregoing certificate, did appear before me this day in person and acknowledged that she is the sole owner, of the property described and that as such owner, she has caused said property to be surveyed and Resubdivided as her own free and voluntary act and deed for the purposes aforesaid.

Dated this _____ day of _____ A.D. 19____

By: _____ Notary Public

State of Illinois)
County of Cook) ss.

I, Kenneth F. Schmig, a Illinois Registered Land Surveyor, do hereby certify that I have surveyed and Resubdivided the property hereon described and that the Plat hereon drawn is a true and correct representation of the same. All dimensions are in feet and decimal parts of a Foot and are correct at a temperature of 68 degrees F.

I, Kenneth F. Schmig, further certify that the parcels included in this record of deed are not located in the Special Flood Hazard Area identified for the City of Chicago, Illinois by the Federal Emergency Management Agency on the Flood Insurance Rate Map:

Panel: 170074-0001-0136 dated: NOVEMBER 2 19 83

August 24, 1990
Kenneth F. Schmig
5608 S. 74th Ave.
Summit, Illinois
60501
Plat No: 90125

Kenneth F. Schmig
Illinois Registered Land Surveyor 154

(Continued from page 22813)

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Fey Resubdivision, located on the west side of South Christiana Avenue, 99.96 feet south of West 107th Street, having a frontage of 99.96 feet along the west side of South Christiana Avenue and a depth of 122.0 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Thomas Leonard (No. 14-19-90-1520).

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

[Plat attached to this ordinance printed on page 22816 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF JOZEF LACH'S RESUBDIVISION ON PORTION OF WEST ROSCOE STREET.

The Committee on Streets and Alleys submitted the following report:

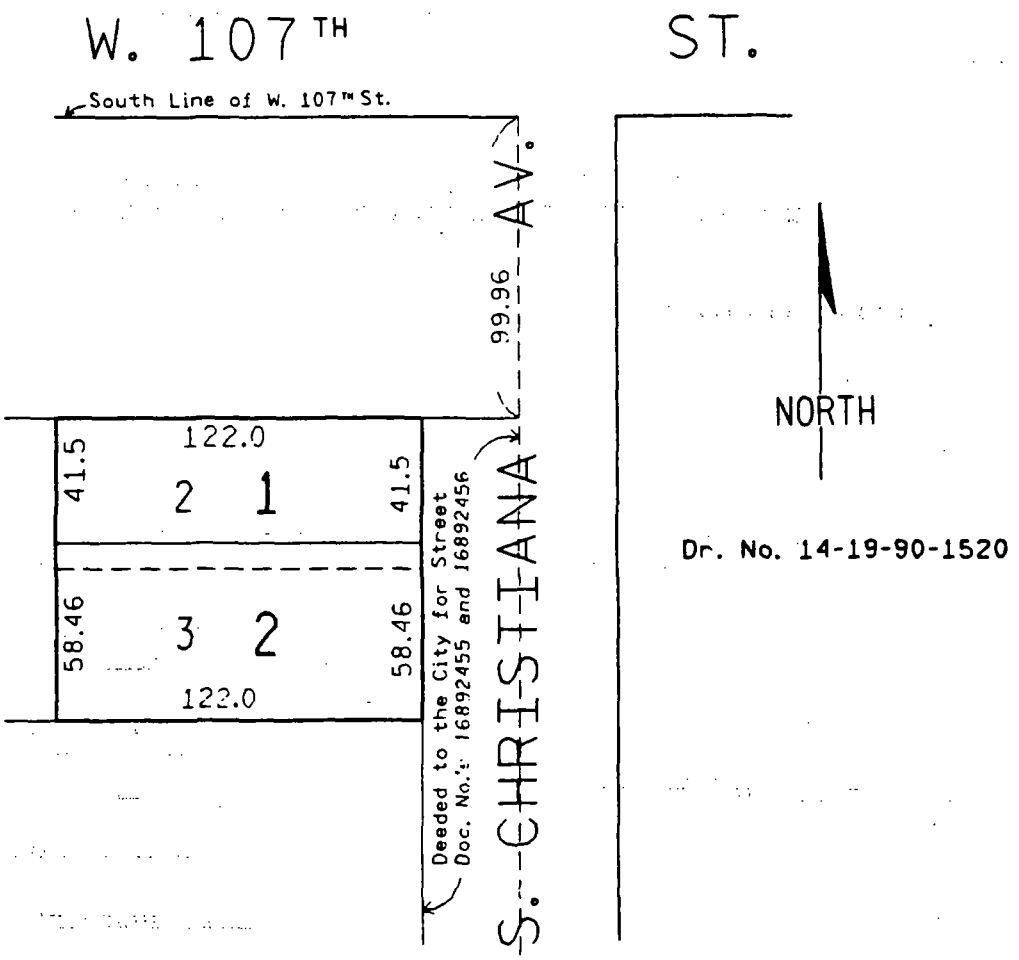
CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 12, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Jozef Lach's Resubdivision located on the north side of West Roscoe Street, 300.95 feet east of the east line of North Laramie Avenue, having a frontage of 66.79 feet along the north line of West Roscoe Street and having a depth of 125.32 feet, for Ms. Bridget McDonagh.

(Continued on page 22817)

PROPOSED FEY RESUBDIVISION



(Continued from page 22815)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Jozef Lach's Resubdivision, located on the north side of West Roscoe Street, 300.95 feet east of the east line of North Laramie Avenue, having a frontage of 66.79 feet along the north line of West Roscoe Street and having a depth of 125.32 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Ms. Bridget McDonagh (No. 21-38-90-1521).

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

[Plat attached to this ordinance printed on page 22819 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF MAUD AVENUE THIRD RESUBDIVISION ON PORTION OF NORTH MAUD AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Maud Avenue 3rd Resubdivision, located on the southwesterly side of North Maud Avenue, 316.7 feet northwesterly of the northwesterly line of North Kenmore Avenue, having a frontage of 253.08 feet along North Maud Avenue, and a depth of 100.0 feet, for Phase III Dayton Resources, Ltd.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

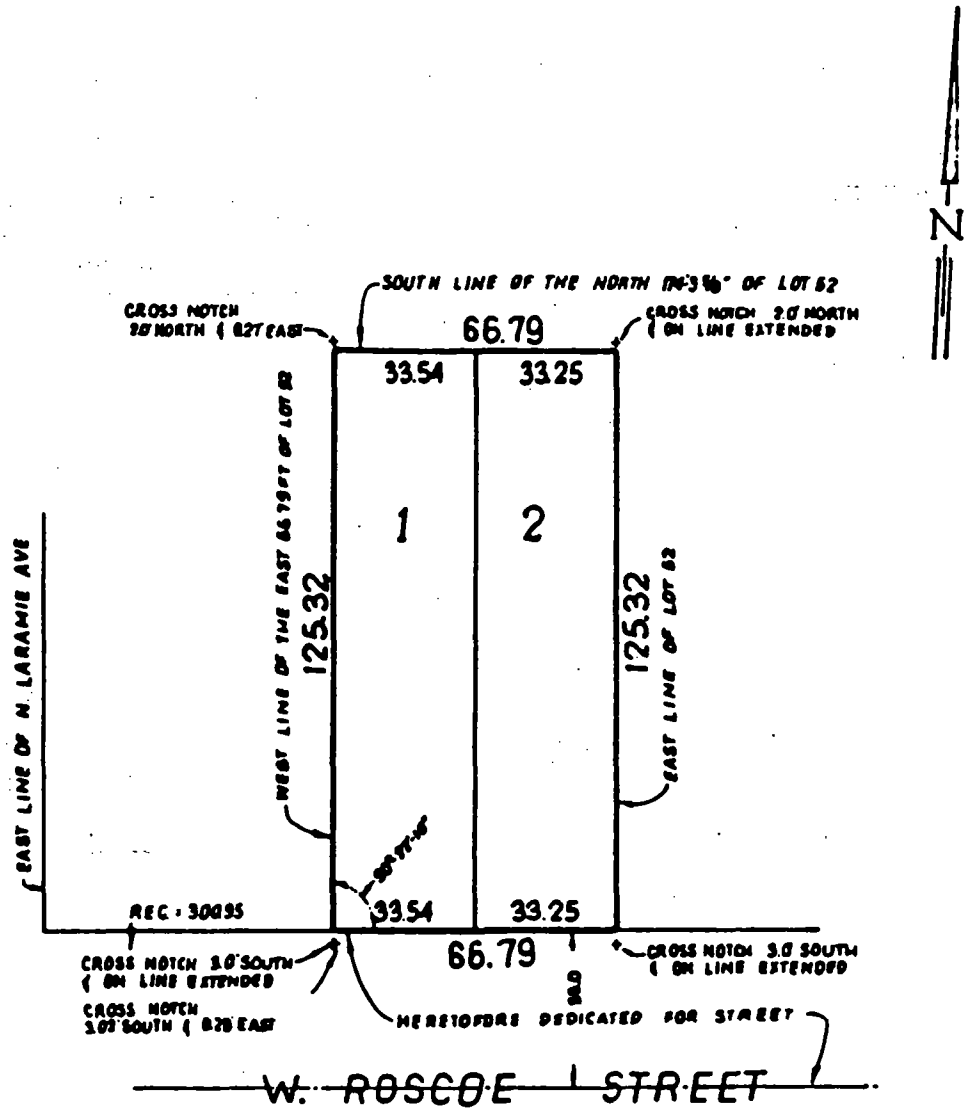
Nays -- None.

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

(Continued on page 22820)

PROPOSED JOZEF LACH'S RESUBDIVISION

THE EAST 66.79 FEET (EXCEPT THE NORTH 174 FEET 3 5/8 INCHES) OF LOT 52 IN F.H. BARTLETT'S SUBDIVISION OF THE SOUTH 2/3 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.



DR No21-38-90-1521

(Continued from page 22818)

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Maud Avenue 3rd Resubdivision, located on the southwesterly side of North Maud Avenue, 316.7 feet northwesterly of the northwesterly line of North Kenmore Avenue, having a frontage of 253.08 feet along North Maud Avenue and a depth of 100.0 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for Phase III Dayton Resources, Ltd. (No. 32-43-90-1514).

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

[Plat attached to this ordinance printed on page 22821 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF MC LEAN SECOND RESUBDIVISION IN AREA OF SOUTH FEDERAL STREET AND WEST 13TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

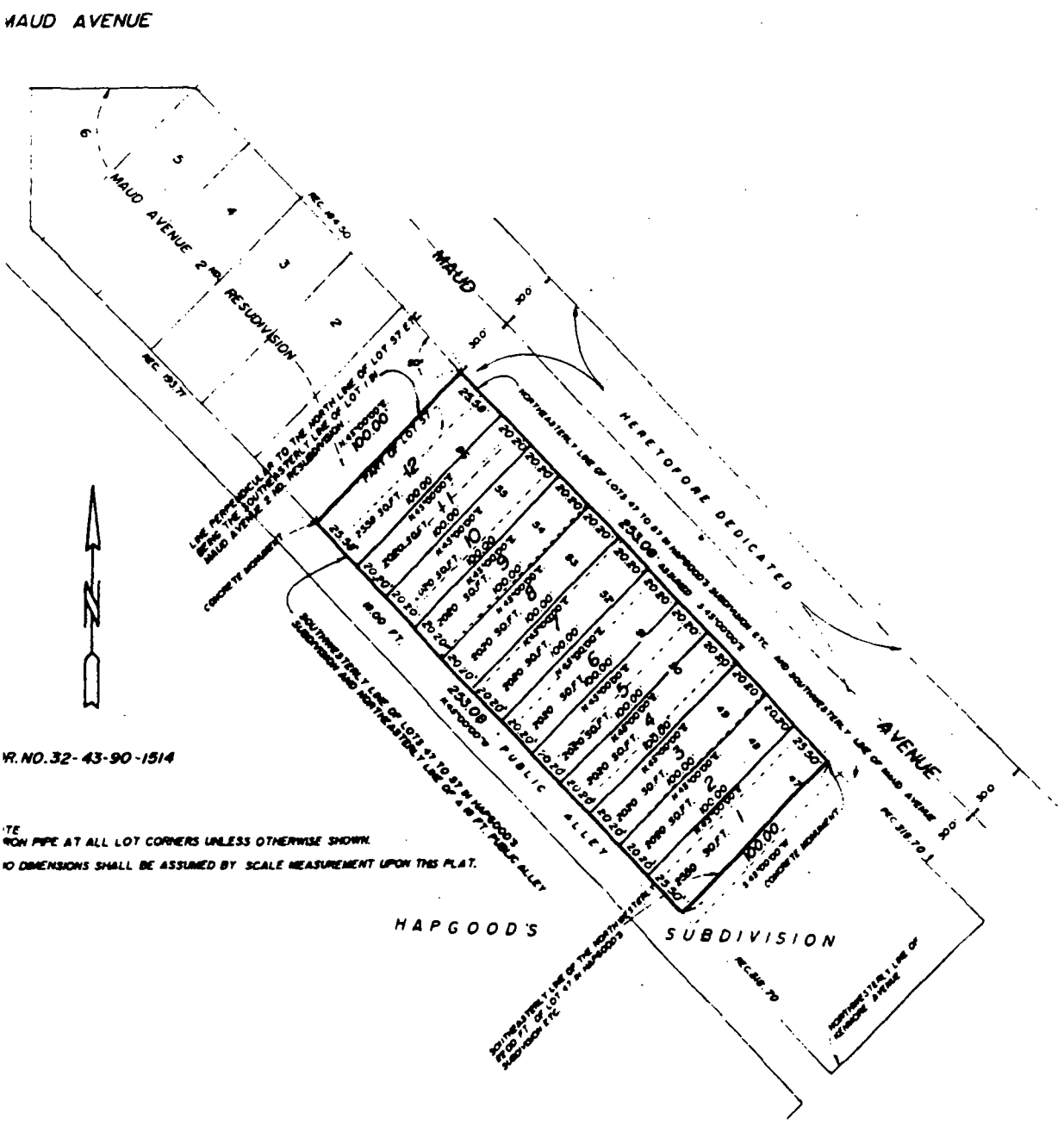
Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McLean Second Resubdivision, located between South Federal Street and South Plymouth Court and 144.26 feet south of the south line of West 13th Street, for V.M.S./M.C.L. Dearborn Park II Venture.

(Continued on page 22822)

PROPOSED

MAUD AVENUE 3 RD. RESUBDIVISION

BEING A SUBDIVISION IN SECTION 32 TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



VR. NO. 32-43-90-1514

TE
ON PIPE AT ALL LOT CORNERS UNLESS OTHERWISE SHOWN.
O DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.

(Continued from page 22820)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of McLean Second Resubdivision located between South Federal Street and South Plymouth Court and 144.26 feet south of the south line of West 13th Street, as shown on the attached plat, when the necessary certificates are shown on said plat, for V.M.S./M.C.L. Dearborn Park II Venture (No. 21-1-90-1525).

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

[Plat attached to this ordinance printed on page 22824 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF OWNER'S RESUBDIVISION ON PORTION OF SOUTH NORMAL AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Owner's Resubdivision located on the east side of South Normal Avenue, 225.0 feet north of West 89th Street, having a frontage of 126.0 feet along the east side of South Normal Avenue and a depth of 126.60 feet, for James W. Payne.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

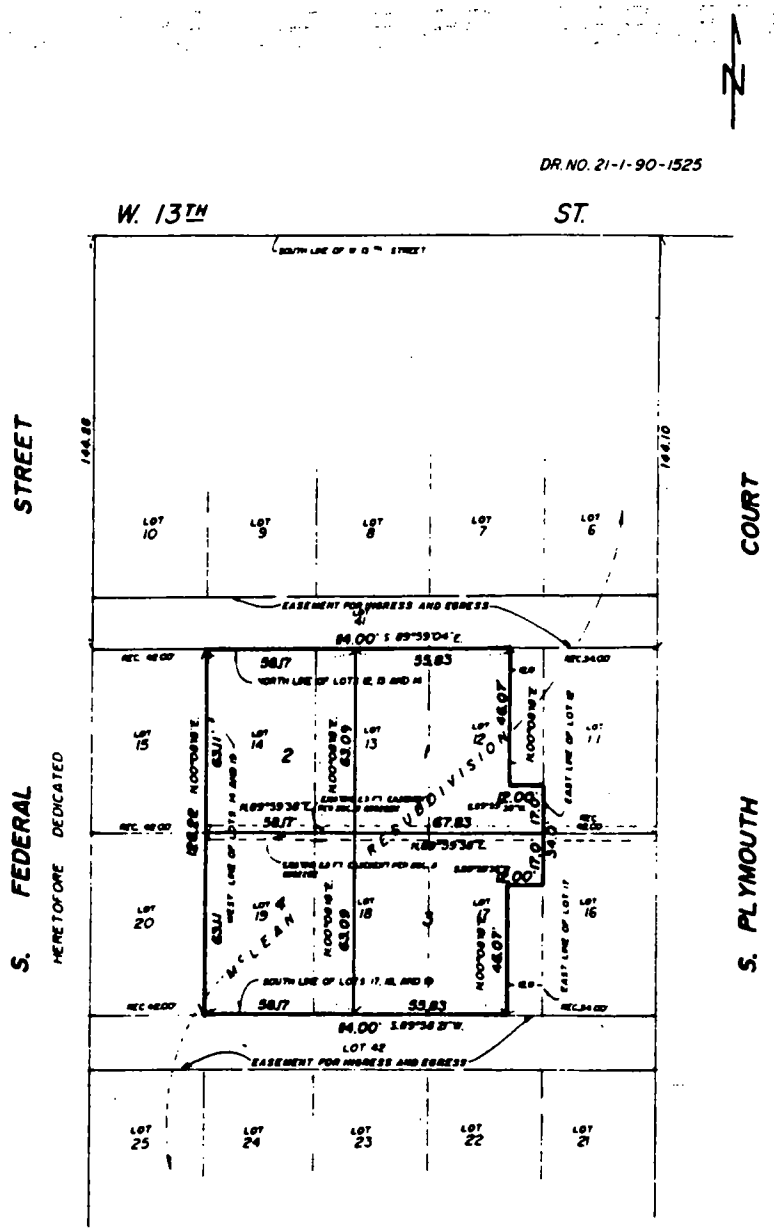
Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

(Continued on page 22825)

PROPOSED McLEAN SECOND RESUBDIVISION



(Continued from page 22823)

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Owner's Resubdivision located on the east side of South Normal Avenue 225.0 feet north of West 89th Street, having a frontage of 125.0 feet along the east side of South Normal Avenue and a depth of 126.60 feet, as shown on the attached plat, when the necessary certificates are shown on said plat for James W. Payne (No. 4-21-90-1531).

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

[Plat attached to this ordinance printed on page 22826 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF PERSHING SQUARE RESUBDIVISION ON SOUTHEAST CORNER OF WEST PERSHING ROAD AND SOUTH MORGAN STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

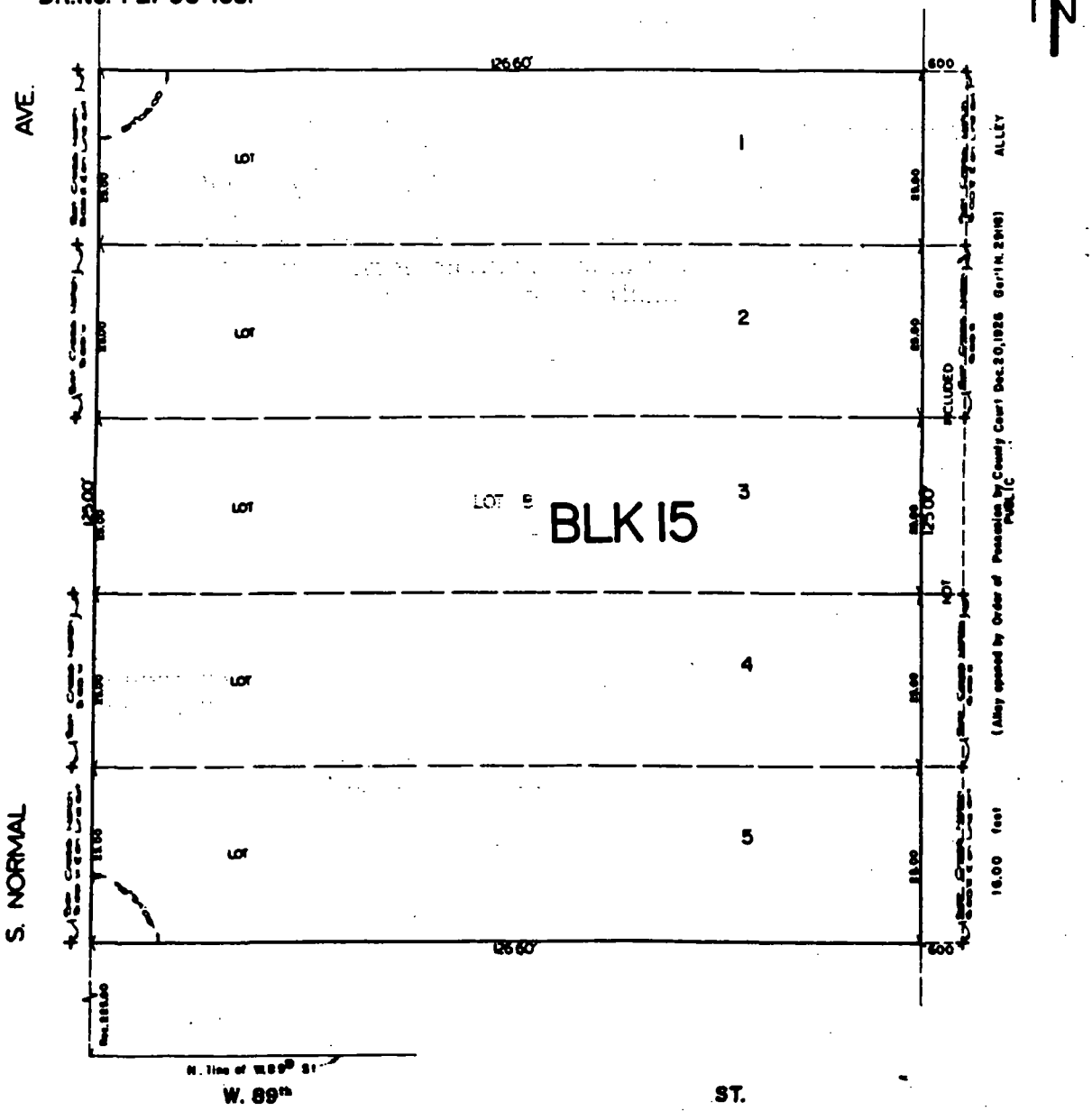
Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 12, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pershing Square Resubdivision located at the southeast corner of West Pershing Road and South Morgan Street, having a frontage of 399.08 feet along the south line of West Pershing Road and a frontage of 202.95 feet along the east line of South Morgan Street, for J.M.O. and Associates, a limited partnership.

(Continued on page 22827)

PROPOSED OWNERS RESUBDIVISION OF

LOT 8, (EXCEPT THE EAST 6.00 FEET FOR ALLEY) IN BLOCK 15, IN SISSON'S AND NEWMAN'S ENGLEWOOD SUBDIVISION, IN THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DR.No.4-21-90-1531



(Continued from page 22825)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pershing Square Resubdivision located at the southeast corner of West Pershing Road and South Morgan Street, having a frontage of 399.08 feet along the south line of West Pershing Road and a frontage of 202.95 feet along the east line of South Morgan Street, as shown on the attached plat, when the necessary certificates are shown on said plat, for J.M.O. and Associates, a limited partnership (No. 5-11-90-1523).

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

[Plat attached to this ordinance printed on page 22829 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF PONTARELLI BUILDERS SUBDIVISION UNIT ONE ON SOUTHEAST CORNER OF WEST BYRON STREET AND NORTH OAK PARK AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pontarelli Builders Subdivision Unit One, located on the southeast corner of West Byron Street and North Oak Park Avenue, having a frontage of 660.0 feet along the south line of West Byron Street and a frontage of 1,070.95 feet along North Oak Park Avenue, for Parkway Bank and Trust Company, Trustee, Trust No. 9597.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

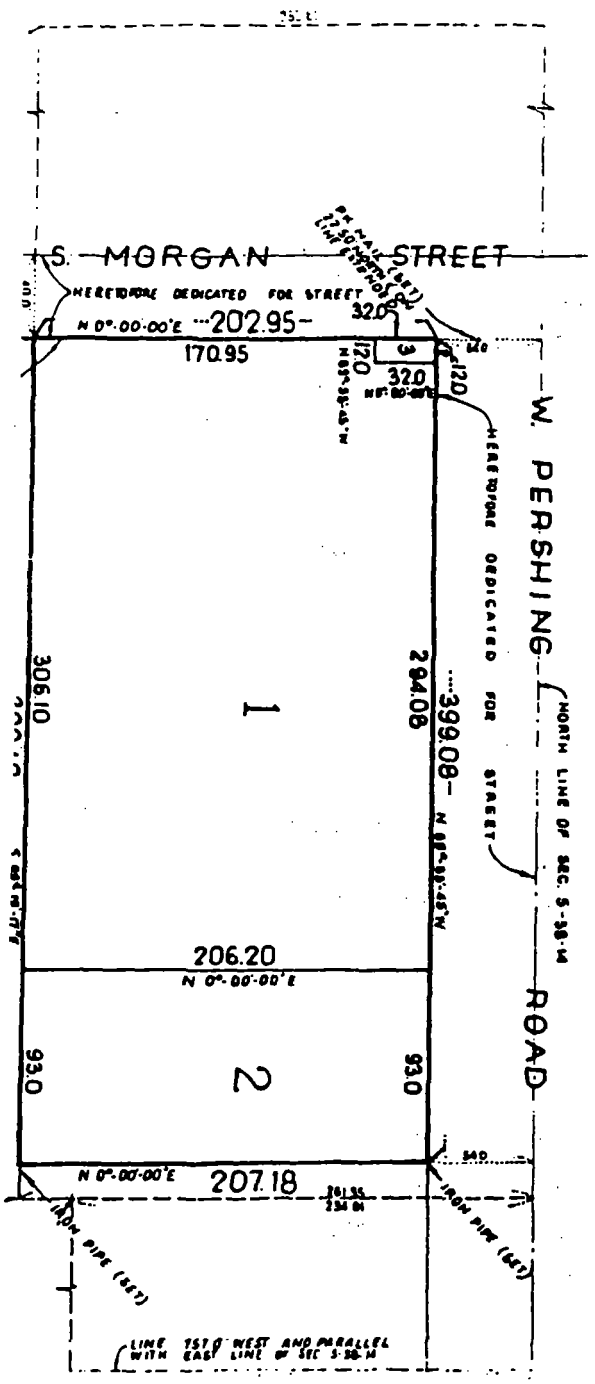
Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

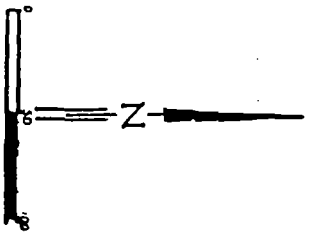
Nays -- None.

(Continued on page 22830)

PROPOSED PERSHING SQUARE

DR.No. 5-11-90-1523





BEING A RESUBDIVISION OF

THE WEST 399.08 FEET OF THAT PART OF LOTS 1 AND 2 OF STOCK YARDS SUBDIVISION OF THE EAST 1/2 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF A LINE DRAWN PARALLEL WITH AND 757 FEET WEST OF THE EAST LINE OF SAID SECTION 5, WITH THE SOUTH LINE OF WEST PERSHING ROAD AS OPENED AND WIDENED TO 100 FEET BY ORDINANCE PASSED JUNE 3, 1929; THENCE WEST ALONG SAID SOUTH LINE OF PERSHING ROAD, A DISTANCE OF 533.35 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL AND 1290.35 FEET WEST FROM THE EAST LINE OF SAID SECTION 5 (SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH MORGAN STREET AS DEDICATED BY PLAT RECORDED DECEMBER 6, 1968 AS DOCUMENT NUMBER 20697167); THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE A DISTANCE OF 202.95 FEET TO ITS INTERSECTION WITH A STRAIGHT LINE DRAWN FROM A POINT 261.35 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5, TO A POINT WHICH IS 232.81 FEET SOUTH OF THE NORTH LINE AND 1680.56 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EAST ALONG LAST DESCRIBED STRAIGHT LINE, A DISTANCE OF 414.69 FEET, TO SAID POINT WHICH IS 261.35 FEET SOUTH OF THE NORTH LINE AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH AND 875.49 FEET WEST OF THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 27.34 FEET TO A POINT 234.01 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION 5; THENCE EAST ALONG A STRAIGHT LINE, (THE EASTERLY TERMINUS OF SAID STRAIGHT LINE BEING A POINT WHICH IS 233.27 FEET SOUTH OF THE NORTH LINE AND 321.54 FEET WEST FROM THE EAST LINE OF SAID SECTION 5), A DISTANCE OF 118.49 FEET TO ITS INTERSECTION WITH THE AFORESAID LINE DRAWN PARALLEL WITH, AND 757 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 179.84 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Continued from page 22828)

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pontarelli Builders Subdivision Unit One, located on the southeast corner of West Byron Street and North Oak Park Avenue, having a frontage of 660.0 feet along the south line of West Byron Street and a frontage of 1,070.95 feet along North Oak Park Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Parkway Bank and Trust Company, as Trustee, Trust No. 9597 (No. 19-38-90-1526).

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

[Plat attached to this ordinance printed on page 22832 of this Journal.]

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF PONTARELLI BUILDERS SUBDIVISION UNIT TWO NEAR WEST BYRON STREET AND NORTH OAK PARK AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pontarelli Builders Subdivision, Unit 2, located 123.0 feet south of and

parallel to the south line of West Byron Street and 120.0 feet east of and parallel to the east line of North Oak Park Avenue for Parkway Bank and Trust Company, as Trustee, Trust No. 9597.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Pontarelli Builders Subdivision, Unit 2, located 123.0 feet south of and parallel to the south line of West Byron Street and 120.0 feet east of and parallel to the east line of North Oak Park Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat for Parkway Bank and Trust Company, as Trustee, Trust No. 9597 (No. 19-38-90-1534).

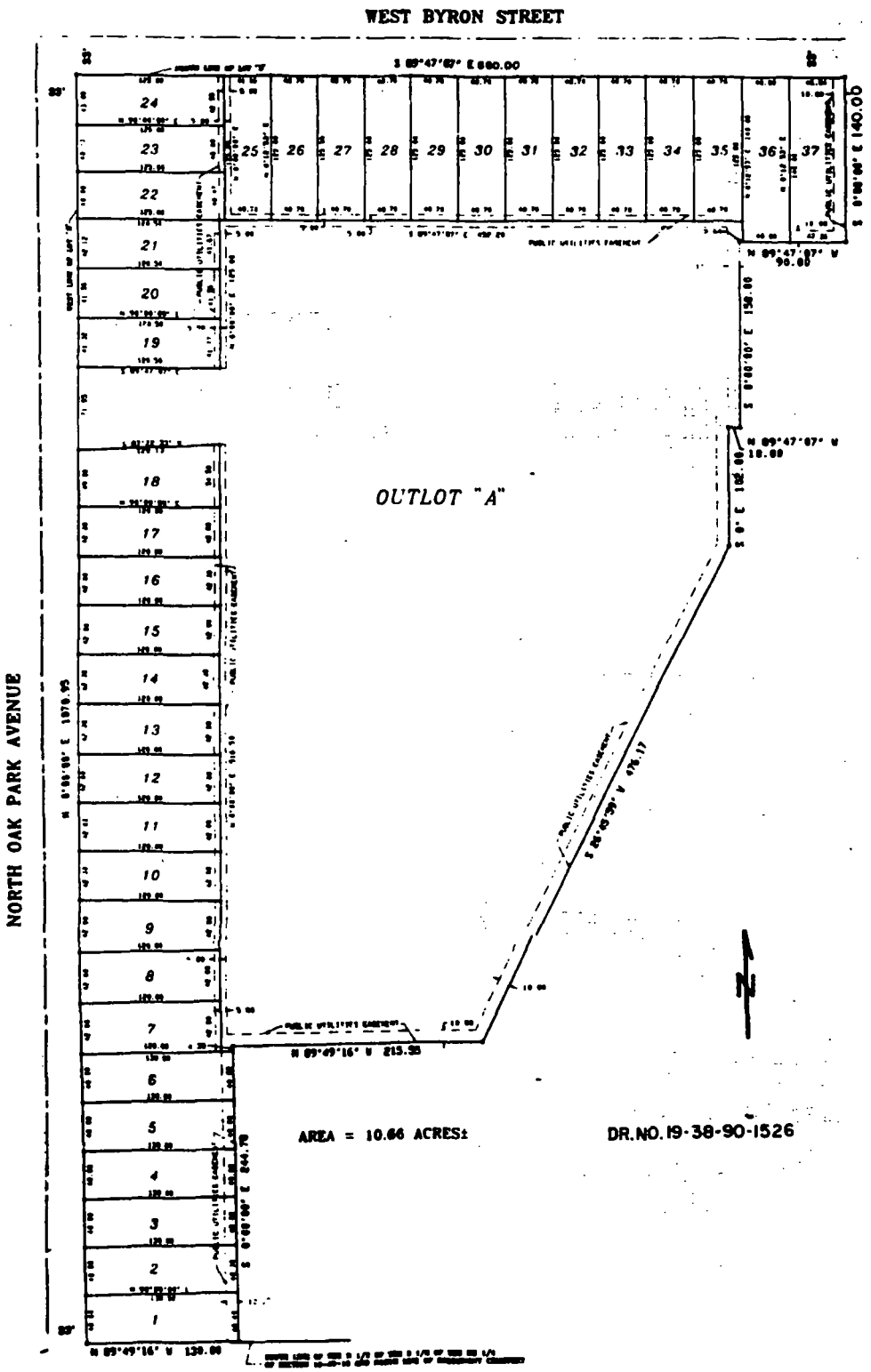
SECTION 2. This ordinance shall take effect and be in force from and after its passage.

[Plat attached to this ordinance printed on page 22834 of this Journal.]

PROPOSED

PONTARELLI BUILDERS SUBDIVISION

UNIT ONE



SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF WOODHILL RESUBDIVISION ON NORTHWEST CORNER OF NORTH LIVERMORE AVENUE AND NORTH PRESCOTT AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 12, 1990) that the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Woodhill Resubdivision, located at the northwesterly corner of North Livermore Avenue and North Prescott Avenue, having a frontage of 184.80 feet along the westerly line of North Livermore Avenue and a frontage of 164.75 feet along the northeasterly line of North Prescott Avenue, for Woodhill Corporation.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

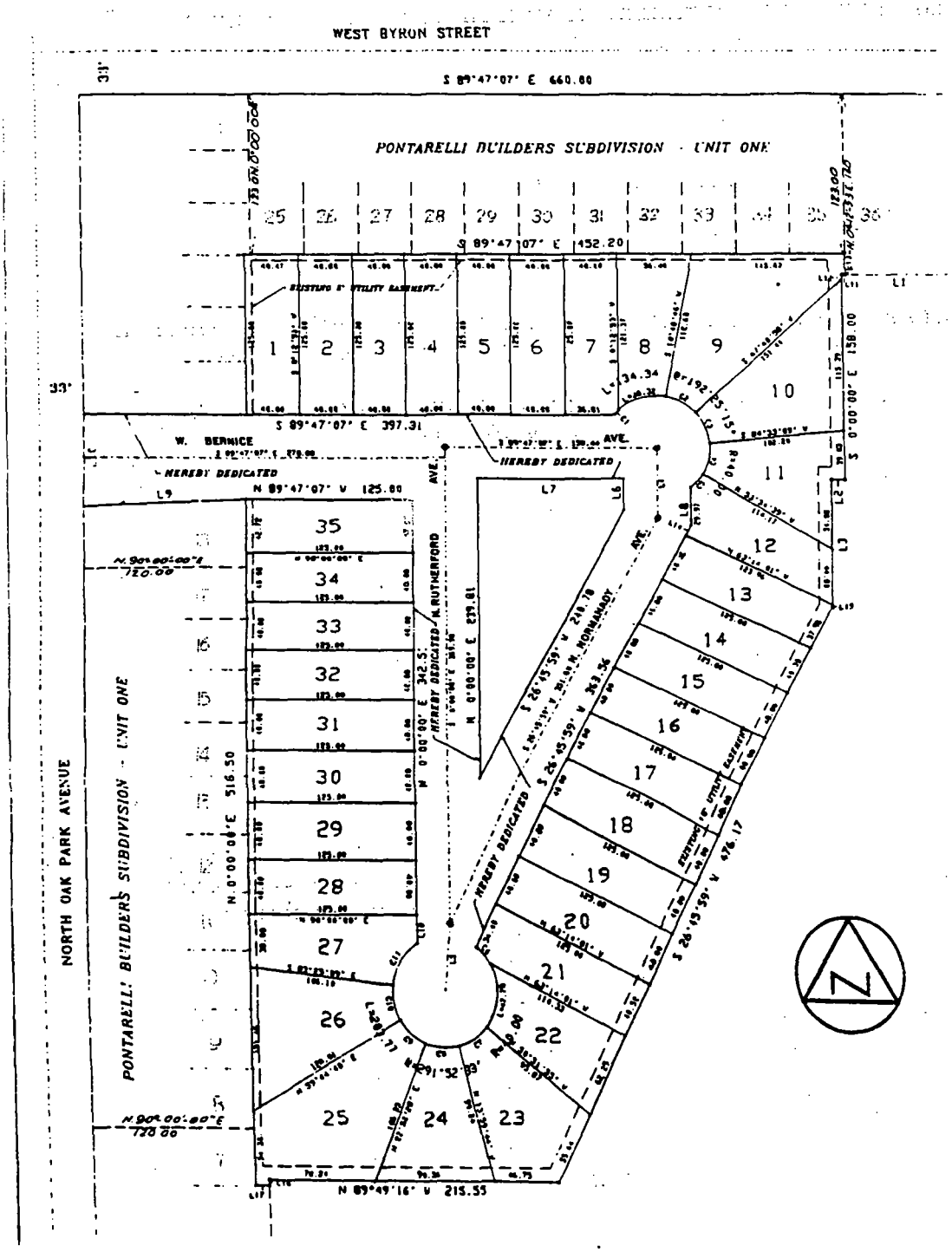
On motion of Alderman Levar, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

(Continued on page 22835)

PROPOSED
PONTARELLI BUILDERS SUB.
UNIT 2



(Continued from page 22833)

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 Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Woodhill Resubdivision, located at the northwesterly corner of North Livermore Avenue and North Prescott Avenue, having a frontage of 184.80 feet along the westerly line of North Livermore Avenue and a frontage of 164.75 feet along the northeasterly line of North Prescott Avenue, for Woodhill Corporation, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 4-41-90-1522).

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

[Plat attached to this ordinance printed on page 22836 of this Journal.]

EXEMPTION OF VARIOUS BUSINESSES FROM PHYSICAL BARRIER REQUIREMENTS PERTAINING TO ALLEY ACCESSIBILITY.

The Committee on Streets and Alleys submitted the following report:

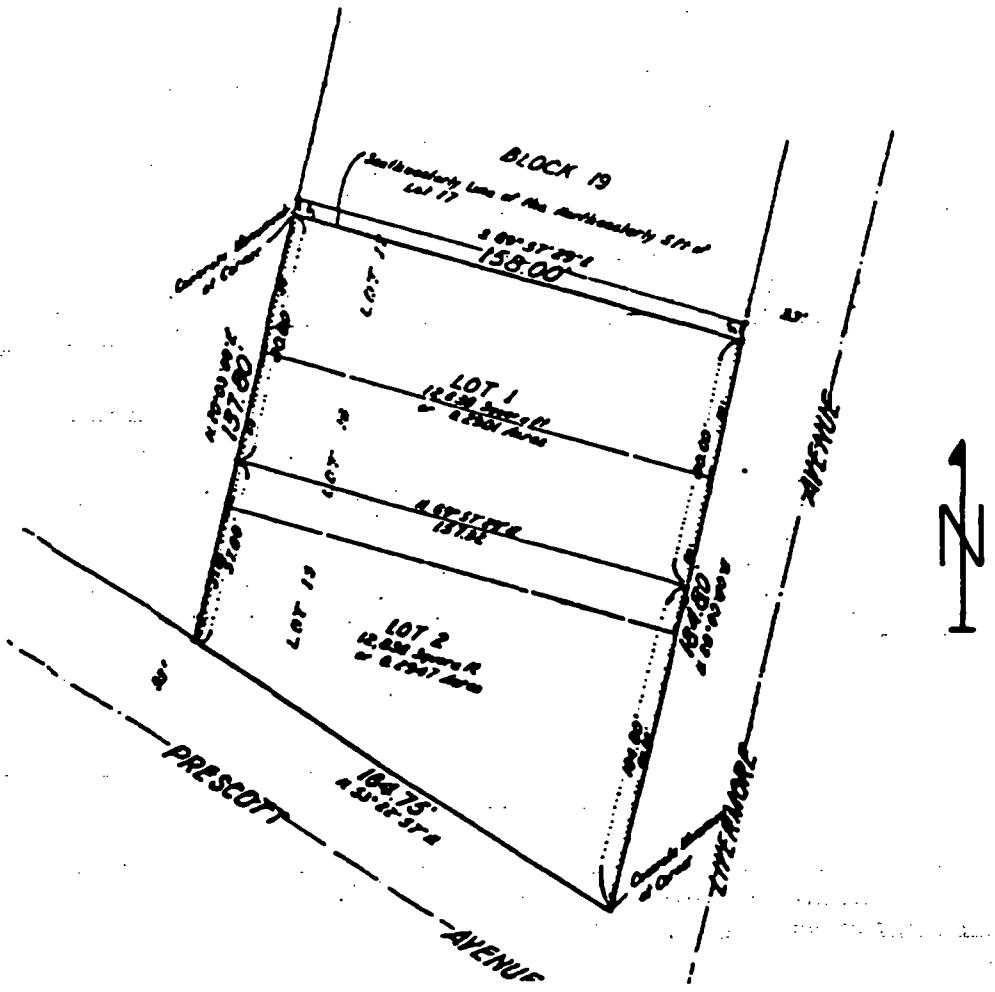
CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to waive the provisions of Chapter 33, Section 33-19.1 of the Municipal Code of Chicago requiring barriers as a prerequisite to prohibit ingress and/or egress to specified parking facilities.

(Continued on page 22837)

PROPOSED WOODHILL RESUBDIVISION



DR. No. 4-41-90-1522

(Continued from page 22835)

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

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):

The Ark.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt The Ark, a not-for-profit organization, 6450 North California Avenue, Chicago, Illinois, proprietor of the premises located at 6450 North California Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at the above mentioned location.

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

Jolly Club.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt the Jolly Club, 6501 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

Mr. Chank Kim.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Chank Kim, 4010 -- 4012 West North Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility at 4010 -- 4012 West North Avenue.

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

Martin Oil Marketing, Limited.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Martin Oil Marketing, Ltd., 4501 West 127th Street, Alsip, Illinois 60658, from the provisions of said section requiring barriers to

prohibit alley ingress and/or egress to the gas station facility located at 3554 West North Avenue, Chicago, Illinois 60647.

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

Tony's Finer Foods.

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

SECTION 1. Pursuant to Section 33-19.1 of the Municipal Code of Chicago, the Commissioner of Public Works is hereby authorized and directed to exempt Tony's Finer Foods, 3607 West Fullerton Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facility adjacent thereto.

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

PERMISSION GRANTED TO HOLD FUNERAL SERVICES FOR LATE DR. JOSEPH JACKSON ON PORTIONS OF SOUTH DR. MARTIN LUTHER KING, JR. DRIVE AND EAST 31ST STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City of Chicago:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby

authorized and directed to grant permission to Alderman Bobby L. Rush (2nd Ward) 3361 South Dr. Martin Luther King, Jr. Drive, for the conduct of funeral services of the late Dr. Joseph Jackson on the two east lanes of South Dr. Martin Luther King, Jr. Drive, from 3100 to 3200; the eastbound lane of East 31st Street, from South Dr. Martin Luther King, Jr. Drive to South Rhodes Avenue, Saturday, August 25, 1990 during the hours of 9:00 A.M. to 3:00 P.M.

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Alderman Bobby L. Rush (2nd Ward) 3361 South Dr. Martin Luther King, Jr. Drive, for the conduct of funeral services of the late Dr. Joseph Jackson on the two east lanes of South Dr. Martin Luther King, Jr. Drive, from 3100 to 3200; the eastbound lane of East 31st Street, from South Dr. Martin Luther King, Jr. Drive to South Rhodes Avenue, Saturday, August 25, 1990, during the hours of 9:00 A.M. to 3:00 P.M.

PERMISSION GRANTED TO ERECT FOOD AND "T" SHIRT STANDS ON PORTION OF NORTH MC CLURG COURT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Peter Mowbray, Mowbray Sports International, Incorporated, 405 North Wabash Avenue, for the purpose of erecting food and "T" shirt stands on the unimproved portion of North McClurg Court, from East North Water Street to the Chicago River, beginning at 8:00 P.M., September 18, 1990 through 12:00 Midnight, September 22, 1990 (24 hours).

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

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Peter Mowbray, Mowbray Sports International, Incorporated, 405 North Wabash Avenue, for the purpose of erecting food and "T" shirt stands on the unimproved portion of North McClurg Court, from East North Water Street to the Chicago River, beginning at 8:00 P.M., September 18, 1990 through 12:00 Midnight, September 22, 1990 (24 hours).

PERMISSION GRANTED TO PAINT IMPERMANENT LOGO ON SPECIFIED SIDEWALKS IN WICKER PARK/ BUCKTOWN AREA FOR "AROUND THE COYOTE '90" EVENT.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to the Ludwig Drum Factory, 1728 North Damen Avenue, to paint an impermanent "Around the Coyote '90" logo on the sidewalks in the area of Wicker Park/Bucktown bounded by West Fullerton Avenue, North Ashland Avenue, West Division Street, North Milwaukee Avenue, West North Avenue and West Augusta Boulevard, for the "Around the Coyote '90" event for the period of September 20 through September 23, 1990.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Ludwig Drum Factory, 1728 North Damen Avenue, to paint an impermanent "Around the Coyote '90" logo on the sidewalks in the area of Wicker Park/Bucktown bounded by West Fullerton Avenue, North Ashland Avenue, West Division Street, North Milwaukee Avenue, West North Avenue and West Augusta Boulevard, for the "Around the Coyote '90" event for the period of September 20 through September 23, 1990.

PERMISSION GRANTED TO HOLD SAINT PETER'S CHURCH CAR WASH IN FIRST ALLEY WEST OF 3100 NORTH BROADWAY.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Rosemary Schmit, Saint Peter's Church, 621 West Belmont Avenue for the conduct of a car wash in the first alley west of the 3100 block of North Broadway; West Belmont

PERMISSION GRANTED TO ERECT FOOD AND
Avenue south to West Briar Place, September 8, 1990 and September 9, 1990 during the hours of 11:00 A.M. to 4:00 P.M.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Rosemary Schmit, Saint Peter's Church, 621 West Belmont Avenue for the conduct of a car wash in the first alley west of the 3100 block of North Broadway; West Belmont Avenue south to West Briar Place, September 8, 1990 and September 9, 1990 during the hours of 11:00 A.M. to 4:00 P.M.

PERMISSION GRANTED TO HOLD STREET DESIGNATION CEREMONY HONORING SAMMY DAVIS, JR. ON PORTION OF EAST 31ST STREET AND SOUTH DR. MARTIN LUTHER KING, JR. DRIVE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Alderman Bobby L. Rush, 3361 South Dr. Martin Luther King, Jr. Drive, for the conduct of an honorary street designation ceremony honoring Sammy Davis, Jr. on East 31st Street, from South Calumet Avenue to South Dr. Martin Luther King, Jr. Drive; South Dr. Martin Luther King, Jr. Drive from East 30th Street to East 32nd Street on Thursday, October 4, 1990 during the hours of 10:30 A.M. to 3:00 P.M.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Alderman Bobby L. Rush, 3361 South Dr. Martin Luther King, Jr. Drive, for the conduct of an honorary street designation ceremony honoring Sammy Davis, Jr. on East 31st Street, from South Calumet Avenue to South Martin Luther King, Jr. Drive; South Dr. Martin Luther King, Jr. Drive from East 30th Street to East 32nd Street on Thursday, October 4, 1990 during the hours of 10:30 A.M. to 3:00 P.M.

PERMISSION GRANTED TO HOLD UNIVERSITY OF CHICAGO DISASTER DRILL ON PORTION OF EAST 59TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Commissioner of Public Works is authorized and directed to grant permission to Susan Phillips, University of Chicago Hospital, 5841 South Maryland Avenue, for the conduct of the University of Chicago's Disaster Drill, Wednesday, October 10, 1990 on East 59th Street, from South Cottage Grove Avenue to South Woodlawn Avenue and Midway Plaisance, from South Cottage Grove Avenue to South Woodlawn Avenue, during the hours of 1:00 P.M. and 3:30 P.M.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is authorized and directed to grant permission to Susan Phillips, University of Chicago Hospitals, 5841 South Maryland Avenue, for the conduct of the University of Chicago's Disaster Drill, Wednesday, October 10, 1990 on East 59th Street, from South Cottage Grove Avenue to South Woodlawn Avenue and Midway Plaisance, from South Cottage Grove Avenue to South Woodlawn Avenue, during the hours of 1:00 P.M. and 3:30 P.M.

PERMISSION GRANTED TO HOLD UNIVERSITY OF CHICAGO WOMEN'S BOARD MEETING ON PORTION OF EAST 58TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security for the University of Chicago, 5555 South Ellis Avenue, for the conduct of the University of Chicago's Women's Board meeting on East 58th

Street, from South Kimbark Avenue to South University Avenue, Thursday, October 4, 1990 during the hours of 6:00 A.M. and 3:00 P.M.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Lee Caldwell, Director of Security for the University of Chicago, 5555 South Ellis Avenue, for the conduct of the University of Chicago Women's Board meeting on East 58th Street, from South Kimbark Avenue to South University Avenue, Thursday, October 4, 1990 during the hours of 6:00 A.M. and 3:00 P.M.

CONSIDERATION GIVEN TO INSTALLATION OF METAL BOLLARDS ALONG SOUTH WALL OF 2245 SOUTH CHRISTIANA AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of metal bollards along the south wall of 2245 South Christiana Avenue abutting the alley.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of metal bollards along the south wall of 2245 South Christiana Avenue abutting the alley.

CONSIDERATION GIVEN TO INSTALLATION OF STEEL PROTECTION POSTS IN ALLEY BEHIND 1224 WEST DRAPER STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of steel protection posts in the alley behind the premises located at 1224 West Draper Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of steel protection posts in the alley behind the premises located at 1224 West Draper Street.

CONSIDERATION GIVEN TO INSTALLATION OF HANDICAPPED RAMP IN FRONT OF 4363 WEST 25TH STREET.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a handicapped ramp in front of the premises of Juan Santoya, 4363 West 25th Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a handicapped ramp in front of the premises of Juan Santoya, 4363 West 25th Street.

CONSIDERATION GIVEN TO GEOMETRICALLY REALIGNED CURBS ON PORTION OF NORTH CALIFORNIA AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to the planned improvement in the public right-of-way as follows: That the curbs on both sides of North California Avenue, from a point beginning at the north curb line of West Montrose Avenue and extending 151 feet northerly thereof be geometrically realigned in accordance with Department of Public Works approved plan.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the planned improvement in the public right-of-way as follows:

That the curbs on both sides of North California Avenue, from a point beginning at the north curb line of West Montrose Avenue and extending 151 feet northerly thereof be geometrically realigned in accordance with Department of Public Works approved plan.

HONORARY DESIGNATION OF PORTION OF WEST EVERGREEN AVENUE AS "NELSON ALGREN AVENUE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990), that the Commissioner of Public Works is hereby authorized and directed to give consideration to designating West Evergreen Avenue, from North Leavitt Street to North Milwaukee Avenue, with the honorary street name of "Nelson Algren Avenue".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to designating West Evergreen Avenue, from North Leavitt Street to North Milwaukee Avenue, with the honorary street name of "Nelson Algren Avenue".

HONORARY DESIGNATION OF PORTION OF SOUTH MELVINA AVENUE AS "LITA DI VITA STREET".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 3, 1990) pursuant to an ordinance passed by the City Council December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Melvina Avenue, from West 63rd Street to West 60th Street as "Lita Di Vita Street".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of South Melvina Avenue from West 63rd Street to West 60th Street as "Lita Di Vita Street".

SECTION 2. This ordinance shall take effect upon its passage and publication.

HONORARY DESIGNATION OF PORTION OF EAST 46TH STREET AS "REVEREND JOSEPH WELLS DRIVE".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to designating East 46th Street, from South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue, with the honorary street name of "Reverend Joseph Wells Drive".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to designating East 46th Street, from South Dr. Martin Luther King, Jr. Drive to South Calumet Avenue, with the honorary street name of "Reverend Joseph Wells Drive".

HONORARY DESIGNATION OF WEST 95TH AND SOUTH ASHLAND AVENUE AS "REVEREND ELMER L. FOWLER STREET".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on September 12, 1990) that the Commissioner of Public Works is hereby authorized and directed to give consideration to naming 95th and Ashland as the honorary street "Reverend Elmer L. Fowler Street".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to naming West 95th and South Ashland Avenue as the honorary street "Reverend Elmer L. Fowler Street".

HONORARY DESIGNATION OF AREA BOUNDED BY NORTH CALIFORNIA AVENUE, NORTH KEDZIE AVENUE, WEST ADDISON STREET AND WEST IRVING PARK ROAD AS "RIVERVIEW PARK WEST".

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 12, 1990) pursuant to an ordinance passed by the City Council on December 3, 1984 printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary steps for standardization of the area bounded by North California Avenue on the east, North Kedzie Avenue on the west, West Addison Street on the south and West Irving Park Road on the north as "Riverview Park West".

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on pages 11459 -- 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary steps for standardization of the area bounded by North California Avenue on the east, North Kedzie Avenue on the west, West Addison Street on the south and West Irving Park Road on the north as "Riverview Park West".

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

AUTHORITY GRANTED FOR PAVING OF ALLEY BY SPECIAL ASSESSMENT IN AREA BOUNDED BY WEST 54TH STREET, SOUTH ARCHER AVENUE, SOUTH MELVINA AVENUE AND SOUTH MERRIMAC AVENUE.

The Committee on Streets and Alleys submitted the following report:

CHICAGO, October 25, 1990.

To the President and Members of the City Council:

Your Committee on Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith (referred on October 3, 1990) that the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley bounded by West 54th Street, South Archer Avenue, South Melvina Avenue and South Merrimac Avenue.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK J. LEVAR,
Chairman.

On motion of Alderman Levar, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Board of Local Improvements is hereby requested to institute the necessary proceedings for the paving with concrete, by special assessment, of the alley bounded by West 54th Street, South Archer Avenue, South Melvina Avenue and South Merrimac Avenue.

COMMITTEE ON ZONING.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO ZONING ORDINANCE) ARTICLES 7.4-1(8) AND 7.10-1(B) BY RECLASSIFYING HIGH SCHOOL BULLETIN BOARDS WITHIN R1 SINGLE-FAMILY RESIDENCE DISTRICTS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 30, 1990, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10706 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers 10711, 10670 and A-2765.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10702 and 10682.

At this time, I, along with Alderman Cullerton, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
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 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended in Sections 7.4-1(8) and 7.10-1(B) by deleting the language in brackets and adding the language in italics as follows:

7.4-1 Special Uses -- R1 Single-Family Residence District.

(8) [High School Bulletin Boards, subject to the following:

a. That there shall not be more than one bulletin board per lot and no bulletin board shall exceed 55 square feet in area nor be closer than 8 feet to any other zoning lot;

b. That the copy thereon shall be limited to the name of the school, including emblems or logo, if any, and to announcements of scheduled events of the school;

c. That such signs cannot be erected in any front or side yard nor exceed a height of 20 feet above the curb level.]

* * * * *

7.10-1 Permitted Signs -- R1 Single-Family Residence District.

B. In an R1 District, the following non-flashing business signs are permitted under the conditions specified:

Church Bulletins, subject to the following:

a. There shall be not more than one sign per lot except that on a corner lot two signs -- one facing each street -- shall be permitted. No sign shall exceed 16 square feet in area nor be closer than eight feet to any other zoning lot.

b. Projection. No sign shall project more than two inches beyond the property line into the public way.

c. Height. No sign shall project higher than one story or 20 feet above the curb level -- whichever is lower.

High Schools Bulletin Boards, subject to the following:

d. That there shall not be more than one bulletin board per lot and no bulletin board shall exceed 55 square feet in area nor be closer than 8 feet to any other zoning lot:

e. That the copy thereon shall be limited to the name of the school, including emblems or logos, if any, and to announcements of scheduled events of the school.

f. That such signs cannot be erected in any front or side yard nor exceed a height of 20 feet above the curb level.

* * * * *

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

The Committee on Zoning submitted the following report which was, on motion of Alderman Banks and Alderman Cullerton, *Deferred* and ordered published:

CHICAGO, October 31, 1990.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on October 30, 1990, I beg leave to recommend that Your Honorable Body pass various ordinances transmitted herewith to amend the Chicago Zoning

Ordinance for the purpose of reclassifying particular areas with the exception of Application Number 10706 which failed to meet the committee's approval and was unanimously voted upon with a "do not pass" vote.

I beg leave to recommend the passage of three ordinances which were corrected and amended in their corrected form. They are as follows:

Application Numbers 10711, 10670 and A-2765.

In addition, please let the record reflect that Alderman Fred Roti abstained from voting on Application Numbers 10702 and 10682.

At this time, I, along with Alderman Cullerton, move that this report be *Deferred* and published.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-I in area bounded by:

a line 103.57 feet south of and parallel to West Walnut Street; the alley next east of and parallel to North Francisco Avenue; the alley next south of and parallel to West Walnut Street; and North Francisco Avenue,

to those of an M1-2 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 2-F in area bounded by:

a line 173.51 feet north of West Van Buren Street; the alley next east of and parallel to South Jefferson Street; a line 99.78 feet north of West Van Buren Street; a line 100 feet east of South Jefferson Street; West Van Buren Street; and South Jefferson Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in area bounded by:

the alley next north of and parallel to West Cullerton Street; a line 24.86 feet east of South Carpenter Street; West Cullerton Street; and South Carpenter Street,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

> a line 216 feet south of and parallel to West Armitage Avenue; North Seminary Avenue; a line 291.83 feet south of and parallel to West Armitage Avenue; a line 88.45 feet west of and parallel to North Seminary Avenue having a length of 37.45 feet; a line extending at a northwest angle from the last described line 24.23 feet to the alley next west of North Seminary Avenue; and the alley next west of North Seminary Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in area bounded by:

the alley next northeast of North Milwaukee Avenue; a line 158.8 feet northwest of the intersection of North Milwaukee Avenue and North Leavitt Street and perpendicular to North Milwaukee Avenue; North Milwaukee Avenue; and a line 317.6 feet northwest of the intersection of North Milwaukee Avenue and North Leavitt Street and perpendicular to North Milwaukee Avenue,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-E.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-3 Restricted Manufacturing District symbols and indications as shown on Map No. 6-E in area bounded by:

East 24th Street, the alley next east of and parallel to South Wabash Avenue; a line 75 feet south of and parallel to East 24th Street; and a line 75 feet west of and parallel to alley next east of and parallel to South Wabash Avenue,

to those of a C2-4 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-I.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 9-I in area bounded by:

West Byron Street; North Western Avenue; West Grace Street; and the alley next west of and parallel to North Western Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 9-N in area bounded by:

a line 298.6 feet north of West Belmont Avenue; the alley next west of and parallel to North Neenah Avenue; the alley next north of and parallel to West Belmont Avenue; a line 132.94 feet west of North Neenah Avenue; West Belmont Avenue; and a line 331.88 feet west of North Neenah Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-L.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-L in area bounded by:

a line 77.55 feet north of West 54th Street; a line 225 feet east of South Long Avenue; West 54th Street; and a line 100 feet east of South Long Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 18-H.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 18-H in area bounded by:

a line 175 feet south of West 78th Street; South Ashland Avenue; a line 450 feet south of West 78th Street; and the alley next west of and parallel to South Ashland Avenue,

to those of a C1-1 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 22-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 22-D in area bounded by:

a line 168 feet north of and parallel to the alley next north of and parallel to East 94th Street; South Stony Island Avenue; the alley next north of and parallel to East 94th Street; and the alley next west of and parallel to South Stony Island Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 22-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R1 and R2 Single-Family Residence District symbols and indications as shown on Map No. 22-H in the area bounded by:

a line 139 feet south of West 87th Street; South Beverly Avenue; a line 939 feet south of West 88th Street, or the line thereof if extended where no street exists; a line 100 feet west of South Beverly Avenue; a line 1,152 feet south of West 88th Street, or the line thereof if extended where no street exists; a line from a point 1,152 feet south of West 88th Street, or the line thereof if extended where no street exists and 200 feet west of South Beverly Avenue, to be connected by a 706.26 foot arc, with a chord of 692 feet to a point 498 feet south of West 88th Street or the line thereof if extended where no street exists and 400 feet west of South Beverly Avenue; a line from a point 498 feet south of West 88th Street or the line thereof if extended where no street exists and 400 feet west of South Beverly Avenue, to a point 834.64 feet south of the alley next south of and parallel to West 87th Street, or the line thereof if extended

where no street exists and 345 feet west of South Beverly Avenue; a line 120 feet north of West 88th Street or the line thereof if extended where no street exists; and a line 274 feet west of South Beverly Avenue,

to that of a Residential Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Rules Suspended -- CONGRATULATIONS EXTENDED TO MR. DPREE RAINES FOR HIS OUTSTANDING ACT OF HEROISM.

Alderman Henry moved to *Suspend the Rules Temporarily* for the purpose of going out of the regularly order of business for the immediate consideration of a proposed resolution. The motion *Prevailed.*

The said proposed resolution reads as follows:

WHEREAS, Chicago is fortunate to have many heroes among its citizenry, none any braver than Dpree Raines; and

WHEREAS, Dpree Raines is a young 20-year-old who resides in Chicago's great Lawndale community, a hero in name and deed; and

WHEREAS, On July 29, 1990, during a blackout of Commonwealth Edison facilities throughout his neighborhood, Dpree Raines saw smoke coming from the back of a building on South Komensky Avenue and found out from neighbors that a three-year-old child was trapped on the third floor of that building; and

WHEREAS, While the child's family members were trying to remove burglar bars from the entry doors, Dpree Raines, without any thought to his own welfare, gained entry to the building, ran up the stairs to the third floor, and succeeded in rescuing the three-year-old from the gathering smoke and flames; and

WHEREAS, Dpree Raines exhibits not only the Chicago "I will" Spirit but exemplifies the highest standard of bravery and is the source of great pride and gratitude among his family and neighbors, and among the leaders of this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby express our congratulations and our gratitude to Dpree Raines, a towering citizen of our great Lawndale community who has exhibited the highest standard of bravery; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dpree Raines.

On motion of Alderman Henry, seconded by Alderman Langford and Alderman Davis, the said proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the Proceedings, The Honorable Richard M. Daley invited Mr. Dpree Raines, accompanied by his grandmother, Ms. Emma Raines and Twenty-fourth Ward Alderman William Henry, to the Mayor's rostrum. In presenting Mr. Raines with a parchment copy of the City Council resolution commending his bravery, Mayor Daley lauded the heroic efforts of Mr. Raines as a true example of Chicago's "I Will" spirit.

REGULAR ORDER OF BUSINESS RESUMED.

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by Aldermen Madrzyk, Hansen and Levar. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the aldermen named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERMAN DIXON (8th Ward):

CONGRATULATIONS EXTENDED TO PLANO CHILD DEVELOPMENT CENTER FOR THIRTY YEARS OF DEDICATED COMMUNITY SERVICE.

WHEREAS, Plano Child Development Center, an institution which promotes vision awareness and health in the central City, has entered its fourth decade of invaluable contribution to its community; and

WHEREAS, Founded in 1959 as a not-for-profit optometric service organization, the Plano Child Development Center has become unique in the Midwest. It offers to Chicago's inner community a wide array of vision-related services previously available only through private sources: in-depth vision perception screening, testing, and vision therapy to develop, improve and enhance visual performance when glasses alone are not sufficient; and

WHEREAS, Plano Child Development Center has interacted with educational institutions, business groups, political organizations and community groups throughout the area. At its recent 15th Annual Vision Care Benefit Dinner the Center gave its Humanitarian Award to The Honorable John J. Stroger, Jr., in recognition of his valuable impact upon the area; and

WHEREAS, Plano Child Development Center is truly a positive force in the Chicago community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby congratulate Plano Child Development Center as it begins its fourth decade of outstanding community service, and extend to its officers, staff and many tireless volunteers our very best wishes for continued success and accomplishment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Plano Child Development Center.

Presented By

ALDERMAN SHAW (9th Ward):

TRIBUTE TO LATE MRS. VELMA HARRIS.

WHEREAS, Velma Harris, a leading south side businesswoman and strong advocate for civil rights and human relations, departed this life on September 24, 1990; and

WHEREAS, Velma Harris was the proud mother of two children, Herbert Harris and Cheneak Graham; and

WHEREAS, Velma Harris was devoted to community enrichment, serving on several boards and committees for programs that enhance the quality of life for inner-city youth, including the Golfing Friends of Chicago

Scholarship Committee, the Lakeside Community Committee and various church and community organizations; and

WHEREAS, Velma Harris was the owner of My House, and was successful in transforming the once boisterous establishment into one of the south side's leading reception and banquet halls; and

WHEREAS, The opening of My House has served as a catalyst for regenerating its community, prompting other business owners in the neighborhood to also make improvements to their properties and invest in community programs; and

WHEREAS, Velma Harris was committed to the advancement and empowerment of her community, serving on the campaigns of notable politicians such as The Honorable Harold Washington, Jesse Jackson, Recorder of Deeds Carol Moseley Braun, U. S. Congressman Gus Savage, State Representative William "Bill" Shaw and Bill Harris; and

WHEREAS, Mrs. Velma Harris dedicated her lifetime to reaching out and helping those in need; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990 A.D., do hereby extend our deepest sympathy to the family and many friends of Mrs. Velma Harris; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Velma Harris.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MRS. ELLA PERPOLI.

WHEREAS, Ella Perpoli had passed away on Tuesday, October 16, 1990, at the age of seventy-four; and

WHEREAS, Mrs. Perpoli was a thirty-year resident of the Oak Lawn Community; and

WHEREAS, Mrs. Perpoli belonged to several organizations including the Evergreen Park Business and Professional Women's Club, Park Investment

Club, Leukemia Research Foundation, Saint Germaine Ladies Guild, Global Gourmet and Tri-State Evergreen V.F.W. Auxiliary; and

WHEREAS, Mrs. Perpoli and her late husband, Julius J. Perpoli, had founded the Nu-Style Shade Company, 540 West 35th Street in 1949; and

WHEREAS, Mrs Perpoli in 1970 retired as President but continued as Director. Her daughter, Joanne Broniarczyk, now runs the business; and

WHEREAS, Mrs Perpoli's survivors include another daughter, Irene Miehle; two brothers, Michael and Frank; two sisters, Florence Christiano and Jean Fresso; three grandchildren, and five great-grandchildren; and

WHEREAS, Mrs Perpoli will be greatly missed by the many family members and friends whose lives she had touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October in 1990, do hereby mourn the death of Ella Perpoli and we also extend our deepest sympathy to her children, her grandchildren, her great-grandchildren, and her many family members and friends that share in our sorrow; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ella Perpoli.

CONGRATULATIONS EXTENDED TO REVEREND CLAY EVANS AND FELLOWSHIP MISSIONARY BAPTIST CHURCH ON FORTIETH ANNIVERSARY OF ITS FOUNDING.

WHEREAS, Reverend Clay Evans, Founder and Pastor of the Fellowship Missionary Baptist Church, will celebrate his fortieth year anniversary; and

WHEREAS, Reverend Clay Evans founded the Fellowship Missionary Baptist Church on October 10, 1950; and

WHEREAS, Reverend Clay Evans and the Fellowship Missionary Baptist Church offer programs for children, youth, young adults, adults and seniors; and

WHEREAS, Christian education classes, workshops and institutes for all ages are offered at the church; and

WHEREAS, The Outreach Ministry has been aired on local radio for thirty-eight years and has been broadcasted via satellite television across the country; and

WHEREAS, The Bus Ministry brings members to the church; and

WHEREAS, The Reverend Clay Evans has led members on five international tours; and

WHEREAS, The theme to this year's grand celebration will be, "Living With A Covenant Of Faith"; and

WHEREAS, Friends, family and parishioners will gather on Sunday, October 21, 1990 from 11:00 A.M. to 9:00 P.M. to honor Reverend Clay Evans and join him in celebrating his and the Fellowship Missionary Baptist Church's fortieth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this thirty-first day of October in 1990, do hereby extend our heartiest congratulations to Reverend Clay Evans and the Fellowship Missionary Baptist Church on this very happy occasion and may we also extend our very best wishes to him in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Reverend Clay Evans.

CONGRATULATIONS EXTENDED TO MRS. MARY THERESA IOZZI ON HER EIGHTIETH BIRTHDAY.

WHEREAS, Mary Theresa Iozzi celebrated her eightieth birthday on October 24, 1990; and

WHEREAS, Mary Theresa Iozzi is the daughter of the late Joseph and Rose Ursetto; and

WHEREAS, Her living brothers and sisters are: Frank Ursetto (retired -- Chicago Board of Education) and Rose Ursetto Florez; and

WHEREAS, Her deceased brothers and sisters are: Rosa Ursetto, Carmen Ursetto, Sam Ursetto and Joseph Ursetto; and

WHEREAS, After Rosa died as an infant, Mrs. Iozzi, the second eldest, helped to care for her other siblings: Carmen who was deaf and blind, Sam who was blind, and Joseph who became blind at the age of twenty-one; and

WHEREAS, Mary Theresa Iozzi has lived in the Bridgeport Community for sixty-one years, where she and her husband, the late Peter Iozzi, raised their daughter Margaret M. (Iozzi) Jackowiak; and

WHEREAS, Margaret M. (Iozzi) Jackowiak and her husband Leonard J. Jackowiak have given Mrs. Iozzi five grandchildren; and

WHEREAS, Mary Theresa Iozzi is the proud grandmother of Roseann Jackowiak, Patricia Jackowiak (Deputy Commissioner -- City of Chicago, Department of Consumer Services), Annette Jackowiak, Mary Jackowiak Paschen and her husband David, and John Peter Jackowiak; and

WHEREAS, Mary Theresa Iozzi has contributed her time in being a foster parent for Catholic Charities for one dozen foster children. Most of these children were special education students. She is a former member of the Lincoln State School Foster Parent Association; and

WHEREAS, She is presently a member of the Santa Lucia Altar-Rosary Society, Santa Lucia Parish and the Secular Franciscan Order Saint Peter's Church -- Chicago Loop; and

WHEREAS, She is the cousin of Deputy Corporation Counsel Nicholas F. Trovato; and

WHEREAS, She is a lifelong friend and former babysitter of Joseph A. Cari, Jr. member of the Board of Directors for the Chicago Public Library; and

WHEREAS, Mary Theresa Iozzi, during World War II, did her part for her country by donating blood every eight weeks, and, during the 1940's, Mrs. Iozzi served as an Election Judge for the Chicago Board of Elections; and

WHEREAS, On Tuesday, October 2, 1990, at approximately 12:30 A.M., Mrs. Iozzi called the Chicago Police to alert them to a residential burglary at 3137 South Wells Street in Chicago. Mrs. Iozzi's quick response contributed to the apprehension of the offender; and

WHEREAS, On Sunday, October 28, 1990 a surprise birthday party, at the Chicago Hilton and Towers, was given in her honor; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this thirty-first day of October in 1990, do hereby extend our heartiest congratulations to Mary Theresa Iozzi on the celebration of her eightieth birthday, and may we also extend our sincerest best wishes to her in the many more years to come; and

Be It Further Resolved That a suitable copy of this resolution be made available for Mary Theresa Iozzi.

CONGRATULATIONS EXTENDED TO SAINTS PETER AND PAUL PARISH ON ITS NINETY-FIFTH ANNIVERSARY.

WHEREAS, Saints Peter and Paul Parish, one of the most beautiful religious structures on Chicago's great south side, is celebrating its ninety-fifth anniversary; and

WHEREAS, Saints Peter and Paul Parish was established by Archbishop Feehan in December of 1895, however the church was not built until 1906, and the school was built the following year in 1907; and

WHEREAS, Saints Peter and Paul Parish and the Felician Sisters of Chicago are dedicated to serving the people of the McKinley Park community with a strong emphasis on the presence of faith and education; and

WHEREAS, Saints Peter and Paul Parish and the Felician Sisters of Chicago have educated thousands of men and women throughout the years; and

WHEREAS, Saints Peter and Paul Parish will be facing the challenges of the future and their centennial in 1995; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this thirty-first day in October of 1990, do hereby offer our congratulations to Saints Peter and Paul Parish in recognition of its ninety-fifth anniversary; and

Be It Further Resolved, That suitable copies of this resolution be made available for Father R. J. Roll who is the Pastor of Saints Peter and Paul Parish and for the Felician Sisters of Chicago.

Presented By

ALDERMAN FARY (12th Ward):

TRIBUTE TO LATE DR. GERALD J. WIENCEK.

WHEREAS, A mass of Christian burial was offered for Gerald J. Wiencek D.D.S., M.S. at Five Holy Martyrs Church on Tuesday, October 9th; and

WHEREAS, Mr. Wiencek was a native of Chicago and the Brighton Park community; and

WHEREAS, After receiving his Doctor of Dental Surgery at Loyola University and his Master of Science in Prosthodontics at Northwestern University, Dr. Wiencek opened his dental practice; and

WHEREAS, He is remembered for his humility, warmth and enthusiasm by everyone who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby honor and commemorate the late Gerald J. Wiencek, D.D.S., M.S., for his lifelong commitment to education, and his enduring achievements, and we do hereby extend our sincerest condolences to his bereaved mother, Jean, fiancee, Loretta, and his entire family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Gerald J. Wiencek.

CONGRATULATIONS EXTENDED TO MR. AND MRS. WALTER GUZY ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Walter Guzy recently celebrated their fiftieth wedding anniversary on Sunday, September 30, 1990; and

WHEREAS, Walter and Josephine were united in marriage at Five Holy Martyrs Church on September 28, 1940, and have long been models of solidarity and strength of family life; and

WHEREAS, The union of their marriage has brought their fine family into this world, two children: daughters, Carol (Robert) Buras, Diane

(Robert) Brown and three grandchildren: Brigid, Christopher, and Michael; and

WHEREAS, Mr. and Mrs. Guzy exemplify the goal to which most humans aspire, typifying the togetherness, warmth and sense of mutual accomplishment that are the key factors in the inevitable fifty years of wedded bliss; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby extend our sincerest congratulations to Walter and Josephine on the occasion of their fiftieth anniversary together, and may we also extend our warmest 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. Walter Guzy.

CONGRATULATIONS EXTENDED TO SAINT MAURICE PARISH ON ITS ONE HUNDREDTH ANNIVERSARY.

WHEREAS, Saint Maurice Church, located at 3615 South Hoyne Avenue, will be celebrating its Centennial Jubilee in commemoration of one hundred years of spiritual and temporal service to its parishioners on Sunday, November 4, 1990; and

WHEREAS, In the year 1890, the people of McKinley Park, in order to meet the religious needs of the Catholics of this area, decided to form their own parish, and participated in a celebration of the first mass on October 12, 1890; and

WHEREAS, The continued expansion of the parish necessitated the establishment of larger and more improved facilities; construction of the present church was begun in May, 1936 and the edifice was solemnly dedicated by His Eminence George Cardinal Mundelein in June, 1937; and

WHEREAS, The parish school, with an original enrollment of fifty children, has been served by the Sisters of Saint Francis since its inception; and men and women prominent in civic, business, professional, educational, political and religious life attest to the education, moral character training and guidance they received from the dedicated nuns and lay teachers in the school; and

WHEREAS, Reverend William E. Malloy, Pastor of Saint Maurice Church since January, 1987 and his assistants, Reverend Michael P.

Rodriguez, Associate Pastor, Reverend Daniel Smilanic and Deacon Gene McClaughry, will join Joseph Cardinal Bernadin, Archbishop of Chicago, in the celebration of a solemn Jubilee Mass on Sunday, November 4, 1990 and will follow with a banquet of celebration and thanksgiving at the Lexington House; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby congratulate Saint Maurice Church on its one hundredth anniversary and in doing so, call to public attention the invaluable contributions Saint Maurice Church has made to the McKinley Park community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared by the City Clerk of the City of Chicago for presentation to Saint Maurice priests, laity and parishioners who celebrate a glorious past and anticipate the future with great joy and enthusiasm.

Presented By

ALDERMAN MADRZYK (13th Ward):

CONGRATULATIONS EXTENDED TO POLICE OFFICER KENNETH WHITE ON HIS RETIREMENT AFTER THIRTY-TWO YEARS OF DEDICATED SERVICE.

WHEREAS, Officer Kenneth White, Star 7744, retired from the Chicago Police Department after a long and distinguished career; and

WHEREAS, Officer Kenneth White, a native Chicagoan, was born on January 3, 1934 in Bridgeport, attended Robert Healy Elementary School and graduated from Edward Tilden High School, married to Dolores and has a family of one daughter named Kim; and

WHEREAS, Officer Kenneth White joined the Chicago Police Department on September 16, 1958; and

WHEREAS, Officer Kenneth White had an exemplary career, rising through the ranks to become Gang Specialist in 1982; and

WHEREAS, Officer Kenneth White served the Department in numerous units of the 9th District, namely, Evidence and Recovered Property Section,

Records Section, Auto Section, and also in the Task Force and Gang Crimes Section of the 4th Area; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled in a meeting this thirty-first day of October, A.D., 1990, express our deep gratitude to Officer Kenneth White for his many years of dedicated service to the City of Chicago and its citizenry and extend our heartfelt wishes for a happy and healthy retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Officer Kenneth White.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. LESTER ASHER.

WHEREAS, Lester Asher, one of the finest labor attorneys in the nation, passed away Tuesday, October 2, 1990, at the age of eighty; and

WHEREAS, Mr. Asher was deeply committed to the workers' right to organize, and he used his formidable legal skills to enhance and defend this right throughout his long and distinguished career; and

WHEREAS, Mr. Asher, who began his labor career with the National Labor Relations Board, was General Counsel to the Illinois State A.F.L.-C.I.O. and founded the Chicago law firm of Asher, Gittler, Greenfield, Cohen and D'Alba, one of the largest union-oriented firms in the nation; and

WHEREAS, Both the firm and Mr. Asher personally represented a wide variety of unions in lawsuits, including several major cases before the United States Supreme Court; and

WHEREAS, Mr. Asher was a multi-faceted man who also devoted his intelligence and energy to a number of endeavors outside of labor, including the American Bar Association and the Anti-Defamation League of B'Nai B'Rith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Lester Asher for his unflagging dedication to the worker and his immeasurable contributions to the cause of organized labor in the United

States, and do hereby extend our sincerest condolences to his wife, Corinne, daughter, Frances Penn, and two sons, Dr. David and Johnathan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Lester Asher.

TRIBUTE TO LATE MR. WARREN N. BARR, SR.

WHEREAS, Warren N. Barr, Sr., Chairman Emeritus of the Illinois Masonic Medical Center Board of Trustees, passed away on Sunday, October 7, 1990 at the age of eighty-four; and

WHEREAS, Mr. Barr was founder of the Warren Barr Supply Company, but it was Illinois Masonic to which he devoted his life; and

WHEREAS, Mr. Barr was an energetic intelligent man who served as Board Member and Chairman of the Board of Illinois Masonic for many years; and

WHEREAS, Mr. Barr, who was dedicated to making Illinois Masonic the premier health care provider in Chicago, oversaw the medical center's affiliation with the University of Illinois School of Medicine and other expansion projects; and

WHEREAS, Despite his numerous professional responsibilities, Mr. Barr was an active supporter of many civic organizations, including the Civic and Arts Foundation of the Union League Club of Chicago; and

WHEREAS, For his many contributions, Mr. Barr was awarded the Gourgas Medal, the highest honor the Masons bestow; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, do hereby commemorate Warren N. Barr for his immeasurable contributions to Chicago and its health care system, and do hereby extend our sincerest condolences to his wife, Olive, son, Warren, and daughters, Hjordis Garner and Constance Frauen; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Warren N. Barr, Sr.

TRIBUTE TO LATE MR. A. ANDREW BOEMI.

WHEREAS, A. Andrew Boemi, a dynamic Chicago businessman who helped shape Chicago's near west side and the banking industry in Illinois, passed away Friday, October 12, 1990 at the age of seventy-five; and

WHEREAS, Mr. Boemi was a highly intelligent and energetic man who had a varied career, serving as a city planner in New York City and a consultant to the United States Bureau of the Budget before coming to Chicago after World War II; and

WHEREAS, Mr. Boemi became Chairman of Madison Financial Corporation in Chicago and, through considerable business skill and hard work, built it into the first multibank holding company in Illinois; and

WHEREAS, Mr. Boemi, who was dedicated to ideals of city planning, oversaw the revitalization of the near west side, where Madison is located, from skid row to an extension of the Loop business district; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, do hereby commemorate A. Andrew Boemi as a man of intelligence and energy who left his mark on the city and who used his talents to benefit all Chicagoans, and do hereby extend our sincerest condolences to his wife, Flora, son, Andrew, and daughter Marcia Boemi Buchanan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of A. Andrew Boemi.

TRIBUTE TO LATE JUDGE JOHN M. BREEN, JR.

WHEREAS, Cook County Circuit Court Judge John M. Breen, Jr. passed away Sunday, October 21, 1990 at the age of sixty-four; and

WHEREAS, Judge Breen, a graduate of Loyola University Law School, served as an Assistant State's Attorney and as a lawyer in private practice before joining the bench; and

WHEREAS, Judge Breen, a man of intelligence and wisdom, was a highly respected jurist who served as an Associate Judge in the 2nd Municipal District before being named to the Circuit Court Law Division in 1977; and

WHEREAS, No matter where he served, Judge Breen carried out his duties with an intelligence and fairness that made him a valuable asset to the judicial system in Cook County; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Judge John M. Breen, Jr. for contributing his talents to and enhancing the reputation of the Circuit Court, and do hereby extend our sincerest condolences to his wife, Patricia, daughters, Sheila Cassato and Madeleine, and two sons, Patrick and John III; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge John M. Breen, Jr.

TRIBUTE TO LATE MR. JOHN W. BROOKS.

WHEREAS, John W. Brooks, Olympic athlete and retired Chicago Park District Supervisor, passed away Tuesday, October 9, 1990; and

WHEREAS, Mr. Brooks, a superior athlete, was a member of the United States Track Team in the 1936 Olympic Games and was a N.C.A.A. Champion at the University of Chicago, where he set several long jump records; and

WHEREAS, After graduation, Mr. Brooks earned an advance degree in physical education from George Williams College before coming to the Chicago Park District; and

WHEREAS, Mr. Brooks shared his love of athletics with young Chicagoans through the Park District, where he served as a Physical Education Instructor, Park Supervisor and Area Supervisor; and

WHEREAS, Throughout his thirty-five year career with the Park District, Mr. Brooks served as a positive role model and an inspiration to youngsters and adults alike; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day October, 1990, do hereby commemorate John W. Brooks for his devotion to athletics and for his many contributions to the Park District and to Chicagoans of all ages, and do hereby extend our sincerest condolences to his wife, Wannetta, and daughters, Taffy Marie Gray, Andrea Brooks and Daria Brooks; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John W. Brooks.

TRIBUTE TO LATE MR. OSCAR BROWN, SR.

WHEREAS, Oscar Brown, Sr., a longtime social activist, passed away Monday, October 1, 1990 at the age of ninety-four; and

WHEREAS, Mr. Brown was born the son of a former slave, and through hard work, intelligence and courage, he graduated from Howard University Law School; and

WHEREAS, Mr. Brown was a multi-faceted man who applied his energy and intelligence to many different endeavors; and

WHEREAS, Mr. Brown was former President of the Chicago Branch of the N.A.A.C.P., the Founder of the Brown, Brown, Cyrus and Green law firm, and the Founder of the Oscar Brown Real Estate Corporation; and

WHEREAS, Mr. Brown brought to all his endeavors his sense of fairness and dignity for all people; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Oscar Brown, Sr. as a man of integrity and energy who used his talents for the benefit of others, and do hereby extend our sincerest condolences to his son, Oscar Brown, Jr., and daughter, Helen Hudson; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Oscar Brown, Sr.

TRIBUTE TO LATE SISTER MARGARET BURKE.

WHEREAS, Sister Margaret Burke, President Emeritus of Barat College, passed away Thursday, October 4, 1990 at the age of seventy-seven; and

WHEREAS, Sister Margaret was a highly intelligent and caring woman who devoted herself to the education of women in general and the students at the college in particular; and

WHEREAS, Sister Margaret, a skilled and energetic administrator, served as President of Barat College from 1954 to 1976, during which time enrollment more than doubled and a number of important physical improvements were undertaken; and

WHEREAS, After her retirement as President, Sister Margaret continued to serve others as Head Counselor at the Maria Shelter for homeless women and as a Counselor at Dwight Prison and Cook County Jail; and

WHEREAS, In addition to her professional duties, Sister Margaret devoted herself to a number of worthy lay and religious organizations; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Sister Margaret Burke for her lifelong devotion to her faith and to educating and serving others and do hereby extend our sincerest condolences to her sister, Jean Kurth; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sister Margaret Burke.

TRIBUTE TO LATE MR. JOSEPH A. CATRAMBONE.

WHEREAS, Joseph A. Catrambone, Vice President for Information Technologies at Loyola University, passed away Thursday, October 11, 1990 at the age of sixty-six; and

WHEREAS, Mr. Catrambone was a highly-intelligent and energetic man who was equally adept at dealing with computers and people; and

WHEREAS, Mr. Catrambone worked at the University of Illinois and the University of Chicago before coming to Loyola, where he used his considerable talents to transform the university's information technology system into one of the best in the country; and

WHEREAS, Thanks to Mr. Catrambone's efforts, Loyola and other universities are better able to educate thousands of students over the years; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Joseph A. Catrambone for his many valuable contributions to Loyola University and information technology in general, and do hereby extend our sincerest condolences to his wife, Thelma, six sons and six daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph A. Catrambone.

TRIBUTE TO LATE UNITED STATES MARINE CORPS CAPTAIN WILLIAM D. CRONIN, JR.

WHEREAS, United States Marine Corps Captain William D. Cronin, Jr. passed away Monday, October 8, 1990 at the age of twenty-nine when the helicopter he was aboard crashed during night operations over the Arabian Sea; and

WHEREAS, Captain Cronin gave his life in defense of his country and democracy as part of the United States "Desert Shield" operation aimed at stemming aggression and protecting vital United States interests in the Middle East; and

WHEREAS, Captain Cronin, a Chicago-area native and six-year veteran of the military, was an excellent Marine who carried out all of his duties in an exemplary manner and bravely upheld the finest traditions of the Corps; and

WHEREAS, Captain Cronin's life is a shining example of what it means to be an American and to defend the principles upon which this country was founded; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Captain William D. Cronin, Jr. for his dedicated service to the United States and its citizens and for paying the ultimate price in defense of his country, and do hereby extend our sincerest condolences to his father, William, Sr., mother, Sheila, brother, Brian, and sister, Cathleen Clarke; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain William D. Cronin, Jr.

TRIBUTE TO LATE MR. JAMES F. DONOVAN.

WHEREAS, James F. Donovan passed away Wednesday, October 24, 1990 at the age of seventy-four; and

WHEREAS, Mr. Donovan, who served as an Air Force Captain during World War II, was Assistant Manager of O'Hare International Airport during its development years; and

WHEREAS, Thanks to Mr. Donovan's knowledge, management skills and hard work, O'Hare grew into the major air transportation hub in the United States; and

WHEREAS, Because of Mr. Donovan's efforts, O'Hare today is an important economic asset to Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do hereby commemorate James F. Donovan for his many contributions to O'Hare International Airport and the City of Chicago, and do hereby extend our sincerest condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James F. Donovan.

TRIBUTE TO LATE POLICE OFFICER ROBERT W. ELLERMAN.

WHEREAS, Chicago Police Officer Robert W. Ellerman passed away Monday, October 1, 1990 at the age of fifty-four; and

WHEREAS, Officer Ellerman was a dedicated and respected member of the Chicago Police Department for twenty-eight years, where he did his utmost to serve and protect the citizens of Chicago; and

WHEREAS, While on the force, Officer Ellerman served in a number of different capacities, but no matter what his duties he carried them out in an exemplary manner; and

WHEREAS, Officer Ellerman upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Officer Robert W. Ellerman for his many years of dedicated service to the City of Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Nancy; son, Scott; and three daughters, Kimberly Russell, Kathleen Grant and Jennifer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer Robert W. Ellerman.

TRIBUTE TO LATE MR. NICHOLAS "NICK" ETTEN.

WHEREAS, Nicholas "Nick" Etten, a former professional baseball player, passed away Thursday, October 18, 1990 at the age of seventy-seven; and

WHEREAS, Mr. Etten thrilled Chicago fans as a three-sport athlete at Saint Rita High School during the 1920s; and

WHEREAS, Mr. Etten went on to play professional baseball in the 1940s for the Philadelphia Phillies and the New York Yankees, for whom he played first base in the 1943 World Series and led the American League in home runs in 1944; and

WHEREAS, In recognition of his athletic abilities, Mr. Etten was named to the Chicago Sports Hall of Fame and the Catholic League Hall of Fame; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Nicholas Etten for the excitement and pleasure he brought to millions of sports fans in Chicago and across the country, and do hereby extend our sincerest condolences to his wife, Helen; daughter Patricia Zoeller; and sons, Nick Jr., Thomas and John; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicholas Etten.

TRIBUTE TO LATE MRS. MABEL L. FEIWELL.

WHEREAS, Mabel L. Feiwell, the loving wife of the late Morris E. Feiwell, passed away recently; and

WHEREAS, Mrs. Feiwell was a lady of energy and grace who dedicated herself to raising her three children; and

WHEREAS, Her children benefited from the fact that Mrs. Feiwell passed on to them many of the fine qualities she herself possessed; and

WHEREAS, Mrs. Feiwell was a kind and caring lady who touched the lives of those close to her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do hereby commemorate Mable L. Feiwell as a caring and compassionate lady who devoted herself to her family, and do hereby extend our sincerest condolences to her sons, George and Robert; and daughter, Elinor Jarrow; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mabel L. Feiwell.

TRIBUTE TO LATE RABBI JOSEPH L. GINSBERG.

WHEREAS, Rabbi Joseph L. Ginsberg passed away Wednesday, October 24, 1990 at the age of seventy-nine; and

WHEREAS, Rabbi Ginsberg was a man of deep faith who shared this faith with others as Rabbi for the Lakeside Congregation for Reform Judaism and as Rabbi of Anshai Emmeth Temple for many years; and

WHEREAS, Rabbi Ginsberg was also a compassionate man who worked tirelessly for the benefit of others and was a Delegate to the first White House Conference on Children and Youth in 1960 and Chairman of the Welfare Committee on Central Illinois Planning; and

WHEREAS, Throughout his life, Rabbi Ginsberg served as a living example of the finest traditions of his faith; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do

hereby commemorate Rabbi Joseph L. Ginsberg as a man of faith and compassion who enriched the lives of all who knew him and do hereby extend our sincerest condolences to his daughter, Jan Flapan; and son, Michael; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Rabbi Joseph L. Ginsberg.

TRIBUTE TO LATE JUDGE JACOB S. GUTHMAN.

WHEREAS, Retired Cook County Circuit Court Judge Jacob S. Guthman passed away Tuesday, October 23, 1990 at the age of ninety; and

WHEREAS, Judge Guthman was a highly intelligent and well respected jurist who served in the Probate Division for many years before retiring in 1979; and

WHEREAS, Before coming to the Bench, Judge Guthman used his considerable legal skills as an Assistant Corporation Counsel for the City of Chicago; and

WHEREAS, No matter what his duties, Judge Guthman carried them out in an intelligent and fair manner that won him the respect of all who knew him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do hereby commemorate Judge Jacob S. Guthman for his many contributions to and enhancement of the legal profession in Cook County, and do hereby extend our sincerest condolences to his brother, Rabbi Sidney Guthman, and sisters, Shirley Kaufman and Evelyn Groeschiler; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Jacob S. Guthman.

TRIBUTE TO LATE MR. DAVID J. HEFFERNAN.

WHEREAS, David J. Heffernan, a former Assistant Superintendent of the Chicago Public Schools, passed away Wednesday, October 3, 1990 at the age of eighty-four; and

WHEREAS, Mr. Heffernan, a highly intelligent and talented administrator, had a long and distinguished career in education, serving in a number of capacities, including First Assistant Cook County Superintendent of Schools and President of the Illinois Association of School Administrators; and

WHEREAS, Mr. Heffernan also served for many years as Assistant Superintendent of the Chicago Public Schools, where he was noted for carrying out his duties as Public School Spokesman during the turbulent 1950s and 1960s with professionalism and courtesy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, do hereby commemorate David Heffernan for his many and varied contributions to education in Chicago and Illinois, and do hereby extend our sincerest condolences to his wife, Ruth, two daughters and four sons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of David J. Heffernan.

TRIBUTE TO LATE UNITED STATES MARINE CORPS CAPTAIN WILLIAM J. HURLEY.

WHEREAS, United States Marine Corps Captain William J. Hurley passed away Monday, October 8, 1990 at the age of twenty-seven when the helicopter he was aboard crashed during night operations over the Arabian Sea; and

WHEREAS, Captain Hurley gave his life in defense of his country and democracy as part of the United States' "Desert Shield" operation aimed at stemming aggression and protecting vital United States interests in the Middle East; and

WHEREAS, Captain Hurley, a lifelong Chicago resident and five-year veteran of the military, was an excellent marine who carried out all of his duties in an exemplary manner and bravely upheld the finest traditions of the Corps; and

WHEREAS, Captain Hurley's life is a shining example of what it means to be an American and to defend the principles upon which this country was founded; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, do hereby commemorate Captain William J. Hurley for his dedicated service to the United States and its citizens and for paying the ultimate price in defense of his country, and do hereby extend our sincerest condolences to his father, William E.; mother, Dorothy Ann; brother, James; and sisters, Cathy Ann, Loran Ann, Mary Beth Gibbons and Regina Vescovi; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Captain William J. Hurley.

TRIBUTE TO LATE UNITED STATES MARINE CORPS SERGEANT KENNETH THOMAS KELLER, JR.

WHEREAS, United States Marine Corps Sergeant Kenneth Thomas Keller, Jr. passed away Monday, October 8, 1990 at the age of twenty-six when the helicopter he was aboard crashed during night operations over the Arabian Sea; and

WHEREAS, Sergeant Keller gave his life in defense of his country and democracy as a part of the United States' "Desert Shield" operation aimed at stemming aggression and protecting vital United States interests in the Middle East; and

WHEREAS, Sergeant Keller, a Chicago native and eight-year veteran of the military, was an excellent marine who carried out all of his duties in an exemplary manner and bravely upheld the finest traditions of the Corps; and

WHEREAS, Sergeant Keller's life is a shining example of what it means to be an American and to defend the principles upon which this country was founded; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this thirty-first day of October, 1990, do hereby commemorate Sergeant Kenneth Thomas Keller, Jr. for his dedicated service to the United States and its citizens and for paying the ultimate price in defense of his country, and do hereby extend our sincerest condolences to his wife, Lolita; son, Joshua; father, Kenneth, Sr.; mother, Sophia; and two brothers; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant Kenneth Thomas Keller, Jr.

TRIBUTE TO LATE PROFESSOR LEONARD KRIEGER.

WHEREAS, Leonard Krieger, University Professor Emeritus at the University of Chicago, passed away Friday, October 12, 1990 at the age of seventy-two; and

WHEREAS, Professor Krieger, who received his Doctor of Philosophy Degree from Yale University, was a preeminent historian of German history and a highly-respected expert on European history; and

WHEREAS, Professor Krieger, the author of six books, was admired for both the breadth of his knowledge and his penetrating insight; and

WHEREAS, In recognition of his outstanding scholarship, Professor Krieger was the first person the University of Chicago honored with the title University Professor; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Professor Leonard Krieger as preeminent scholar who contributed immeasurably to our knowledge of history, and do hereby extend our sincerest condolences to his sons, Alan, David and Nathaniel; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Professor Leonard Krieger.

TRIBUTE TO LATE MRS. VIOLET E. KENNEDY.

WHEREAS, Violet E. Kennedy passed away Friday, October 5, 1990 at the age of eighty-eight; and

WHEREAS, Mrs. Kennedy was an intelligent and caring woman who touched the lives of many people; and

WHEREAS, Mrs. Kennedy was the wife of the late James M. Kennedy, President and Business Representative of Firemen and Oilers Union, Local 7; and

WHEREAS, Mrs. Kennedy was a loving wife and devoted mother who dedicated herself to her family; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby

commemorate Violet E. Kennedy as a woman of care and compassion who deeply touched the lives of those around her, and do hereby extend our sincerest condolences to her daughter, Catherine Havey; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Violet E. Kennedy.

TRIBUTE TO LATE JUDGE ALVIN KVISTAD.

WHEREAS, Alvin Kvistad, a retired Judge of the Cook County Circuit Court, passed away Thursday, October 18, 1990 at the age of seventy-eight; and

WHEREAS, Judge Kvistad, who had a lifelong love of the law, was elected a Justice of the Peace in Elmwood Park in 1937 at the age of twenty-four, making him the youngest person on the bench in the state at that time; and

WHEREAS, Judge Kvistad, a graduate of DePaul University Law School, served in many municipal and judicial positions, including Judge of the Circuit Court, before his retirement in 1974; and

WHEREAS, No matter what his responsibilities, Judge Kvistad carried them out in an intelligent and exemplary manner and upheld the finest traditions of public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Judge Alvin Kvistad for his many years of exemplary service to the people of Elmwood Park and Cook County and for his many contributions to the legal profession, and do hereby extend our sincerest condolences to his wife, Norah, and three sons, Alvin, Jr., John and William; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Judge Alvin Kvistad.

TRIBUTE TO LATE FATHER JOHN C. MALLOY.

WHEREAS, Father John C. Malloy, a former Dean at Loyola University, passed away Monday, October 1, 1990 at the age of ninety-two; and

WHEREAS, Father Malloy, a Chicago native and the oldest Jesuit in the Chicago Province, liked to say he watched both Chicago and Loyola grow up; and

WHEREAS, In the 1940s, Father Malloy was appointed Academic Dean of Loyola University's Lewis Towers Campus, and through his dedication and hard work, Lewis Towers expanded and flourished; and

WHEREAS, Father Malloy was a man of intelligence and caring whose first love was teaching, and the education of the students always remained his top priority; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, do hereby commemorate Father John C. Malloy for his long and distinguished career and his many contributions to Loyola University in particular and education in Chicago in general; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

TRIBUTE TO LATE MRS. VIRGINIA VOLINI MARCINIAK.

WHEREAS, Virginia Volini Marciniak, a talented artist and dedicated supporter of the arts, passed away Sunday, October 21, 1990 at the age of sixty; and

WHEREAS, Mrs. Marciniak, a multi-faceted lady, was a gifted soprano who appeared as a soloist with many musical groups, including the Chicago Chamber Orchestra; and

WHEREAS, Mrs. Marciniak was also a talented writer who wrote poetry and articles for magazines and newspapers; and

WHEREAS, Mrs. Marciniak, a tireless and devoted supporter of all the arts, founded Arts North, which brings musical groups, actors and visual artists to perform Sunday afternoons in Chicago's north side communities, adding to the city's rich cultural atmosphere; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this thirty-first day of October, 1990, do hereby commemorate Virginia Volini Marciniak as a lady of energy and tremendous artistic talent who brought joy to countless people both through her own work and her support of other artists, and do hereby extend our

sincerest condolences to her husband, Edward Marciniak, and daughters, Catherine, Francesca Maher, Christina Marciniak Brown and Claudia Marciniak Puiszis; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Virginia Volini Marciniak.

TRIBUTE TO LATE MR. EDWARD MC BROOM.

WHEREAS, Edward McBroom, a former Republican member of the Illinois General Assembly, passed away Tuesday, October 2, 1990 at the age of sixty-five; and

WHEREAS, Mr. McBroom carried on the fine tradition of public service established by his father, who was a State Senator and Chairman of the Kankakee County Republican Party; and

WHEREAS, Mr. McBroom, a talented and intelligent man, followed in his father's footsteps, holding a number of important public offices, including Chairman of the Illinois Senate Appropriations Committee and Chairman of the Kankakee County Republican Party; and

WHEREAS, No matter what position he held, Mr. McBroom's first priority was to faithfully serve the people of Kankakee and the State of Illinois to the best of his ability; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990 do hereby commemorate Edward McBroom for his many years of dedicated service to the people of Illinois, and do hereby extend our sincerest condolences to his wife, Sharon, and son Victor; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward McBroom.

TRIBUTE TO LATE POLICE OFFICER CHARLES E. MC CALL, SR.

WHEREAS, Retired Chicago Police Officer Charles E. McCall, Sr. passed away Thursday, October 18, 1990 at the age of sixty-two; and

WHEREAS, Officer McCall served in the Wentworth Area Youth Division for most of his twenty-five years with the Chicago Police Department and was Officer Friendly in the Robert Taylor Homes before his retirement in 1981; and

WHEREAS, Officer McCall had a gift for dealing with people, especially young people, that made him a respected authority figure, and he often was the only person street gang members would take advice from; and

WHEREAS, Officer McCall, whose commitment to young people went beyond his official duties, was involved with the Boy Scouts of America and in 1971 served on the Executive Committee that raised $1.75 Million for the Scouts in Chicago; and

WHEREAS, Whether he was in or out of uniform, Officer McCall was a shining example of the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Officer Charles E. McCall, Sr. for going above and beyond the call of duty in his many years of service to the City of Chicago and its citizens, and do hereby extend our sincerest condolences to his wife, Nona, and sons, Charles, Jr., Herman and Benjamin; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer Charles E. McCall, Sr.

TRIBUTE TO LATE FIRE CHIEF FRANK J. "TOOTS" MC COY.

WHEREAS, Frank J. "Toots" McCoy, a retired Fire Chief, passed away Monday, October 8, 1990 at the age of seventy-six; and

WHEREAS, Chief McCoy joined the Chicago Fire Department in 1945 and through dedication and hard work, rose through the ranks to retire in 1976 as Chief of the 8th Battalion; and

WHEREAS, Throughout his long career, Chief McCoy carried out his duties in an exemplary manner and upheld the finest traditions of the Chicago Fire Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Frank J. McCoy for his many years of dedicated service to the

Chicago Fire Department and the residents of Chicago, and do hereby extend our sincerest condolences to his wife, Kay, and four daughters; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank J. McCoy.

TRIBUTE TO LATE MR. ISAAC MELAMED.

WHEREAS, Isaac Melamed, a prominent supporter of Yiddish literature and culture, passed away Sunday, October 14, 1990 at the age of eighty-six; and

WHEREAS, Mr. Melamed, a native of Bialystok, Poland, graduated from the Yiddish Teachers Seminary in Vilna and went on to write children's math textbooks; and

WHEREAS, Mr. Melamed, a highly intelligent and energetic man, escaped the Nazi invasion of Poland and came to Chicago, where he devoted himself to education and the Yiddish culture as the Principal of the Sholem Aleichem School System, the Executive Director of the Sholem Aleichem Folk Institute, and an adherent to the Yiddish Socialist Bund; and

WHEREAS, For forty years, Mr. Melamed devoted himself to promoting Yiddish literature and culture and, because of his dedication, thousands of people in this country were exposed to its richness; and

WHEREAS, In recognition of his efforts, a course in Yiddish literature at Bar-Ilan University in Israel is dedicated to Mr. Melamed and his wife; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Isaac Melamed for sharing his love of Yiddish literature with others and for helping to keep Yiddish culture alive, and do hereby extend our sincerest condolences to his wife, Faygel, and son, Chicago Merchantile Exchange Executive Committee Chairman Leo Melamed; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Isaac Melamed.

TRIBUTE TO LATE MRS. AUGUSTA FENGER NADLER.

WHEREAS, Augusta Fenger Nadler passed away Saturday, October 20, 1990 at the age of ninety-five; and

WHEREAS, Mrs. Nadler was the daughter of Dr. Christian Fenger, one of the most distinguished physicians in Chicago history, and the loving wife of Dr. Walter Nadler, an Associate Professor of Medicine at Northwestern University Medical School and Chief of Staff at Passavant Memorial Hospital; and

WHEREAS, Mrs. Nadler, a lady of intelligence and energy, was dedicated to numerous charitable endeavors, serving as a volunteer at Great Lakes Naval Hospital during World War II, at the Senior Center at Evanston Hospital, and at Winnetka Community House; and

WHEREAS, Mrs. Nadler also contributed to Chicago's civic community through the Fortnightly Club and the Antiquarian Society of the Art Institute of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Augusta Fenger Nadler as a lady of outstanding character who contributed much to Chicago and deeply touched all who knew her, and do hereby extend our sincerest condolences to her sons, Walter and Dr. Charles; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Augusta Fenger Nadler.

TRIBUTE TO LATE POLICE OFFICER GERALDINE R. OLINGER.

WHEREAS, Chicago Police Officer Geraldine R. Olinger passed away recently at the age of fifty-four; and

WHEREAS, Officer Olinger was a dedicated law enforcement official who upheld the finest traditions of the Chicago Police Department; and

WHEREAS, Officer Olinger was a woman of intelligence and energy who during her twenty-three years on the force performed all of her duties in an exemplary manner; and

WHEREAS, Officer Olinger was particularly noted for her work as a Youth Officer, where she used her many skills and experience to help young people stay out of trouble; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Officer Geraldine R. Olinger for her many years of dedicated service to the Police Department and to the citizens of Chicago, and do hereby extend our sincerest condolences to her husband, Ralph; daughters, Donna Lillis and Debra; and son, Lawrence; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Officer Geraldine R. Olinger.

TRIBUTE TO LATE MR. NICOLA "NICK" PERRINO.

WHEREAS, Nicola "Nick" Perrino, founder of Home Run Inn Pizza, passed away Monday, October 22, 1990 at the age of seventy-nine; and

WHEREAS, Mr. Perrino was one of the first people in the country to serve pizza in the 1940s and was named a "pizza pioneer" by *Pizza Today* magazine; and

WHEREAS, Mr. Perrino, a native of Bari, Italy, introduced pizza as a menu item at the Home Run Inn, a tavern in Little Village owned by his wife's parents; and

WHEREAS, Mr. Perrino made all the ingredients himself to ensure the finest quality and was so successful that Home Run Inn built a 600-seat pizza parlor and began making frozen pizzas for sale in stores; and

WHEREAS, In addition to his business success, Mr. Perrino was very active in the Little Village community and the Chicago Boys Club of America, which recently named him "Man of the Year"; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do hereby commemorate Nicola Perrino as an entrepreneur who helped Chicago become identified worldwide with quality pizza and who still devoted time to his community, and do hereby extend our sincerest condolences to his wife, Loretta, and two daughters, Lucretia Costello and Marilyn Carlson; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Nicola Perrino.

TRIBUTE TO LATE MR. ELLIOTT ROOSEVELT.

WHEREAS, Elliott Roosevelt passed away Saturday, October 27, 1990 at the age of eighty; and

WHEREAS, Mr. Roosevelt, the son of President Franklin D. Roosevelt, was a highly-intelligent and energetic man who led a varied life; and

WHEREAS, Mr. Roosevelt served his country during World War II as the General in command of the Multi-national Aerial Reconnaissance Wing that played a key role in several major invasions; and

WHEREAS, Mr. Roosevelt carried out his duties with valor, flying eighty-nine missions and being wounded twice; and

WHEREAS, Mr. Roosevelt, an accomplished politician and businessman in his own right, served as Mayor of Miami Beach, Florida and participated in many business ventures, including advertising, broadcasting and ranching; and

WHEREAS, Mr. Roosevelt also wrote and lectured widely on his life; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled in a meeting this thirty-first day of October, 1990, do hereby commemorate Elliott Roosevelt as an intelligent and talented man who used his skills in the service of his country and its citizens, and do hereby extend our sincerest condolences to his wife, Patricia, and eight children; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Elliott Roosevelt.

TRIBUTE TO LATE POLICE SERGEANT PERKINS RUSSELL.

WHEREAS, Chicago Police Sergeant Perkins Russell passed away Wednesday, October 17, 1990 at the age of sixty-eight; and

WHEREAS, Sergeant Russell served the Chicago Police Department in many capacities during his many years on the force; and

WHEREAS, No matter what his duties, Sergeant Russell carried them out with intelligence, dedication and bravery; and

WHEREAS, Throughout his career, Sergeant Russell upheld the finest traditions of the Chicago Police Department; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Sergeant Perkins Russell for his many years of exemplary service to the City of Chicago and its residents, and do hereby extend our sincerest condolences to his son, Daryl, and daughter, Zakryscha Hayes; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Perkins Russell.

TRIBUTE TO LATE MR. CHARLES L. SAUNDERS.

WHEREAS, Charles L. Saunders, Managing Editor of *Ebony* magazine, passed away Thursday, October 4, 1990 at the age of fifty-eight; and

WHEREAS, Mr. Saunders, an intelligent and motivated man, joined *Ebony* in 1963 and was soon assigned to open the magazine's first overseas bureau in Paris; and

WHEREAS, Mr. Saunders was a multi-faceted writer who covered a wide variety of topics for *Ebony,* from the Nobel Peace Prize ceremony for Dr. Martin Luther King, Jr. to sports; and

WHEREAS, No matter what topic he wrote about, Mr. Saunders brought to it the elegance and humor that characterized his personality; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Charles L. Saunders as a man of intelligence and style who used his considerable talents to inform and entertain millions of *Ebony*

readers, and do hereby extend our sincerest condolences to his sisters, Ora West and Linda Fitzgerald; and brother, Sidney M. Phillips; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles L. Saunders.

TRIBUTE TO LATE MRS. BEATRICE RICE GILLICK SHERIDAN.

WHEREAS, Beatrice Rice Gillick Sheridan, a prominent Chicago philanthropist, passed away Friday, October 5, 1990 at the age of ninety-one; and

WHEREAS, Mrs. Sheridan was a woman of tremendous energy and intelligence who led a rich and varied life; and

WHEREAS, Mrs. Sheridan, whose first husband, James Gillick, passed away in 1938, became a "Gray Lady" with the Red Cross during World War II; and

WHEREAS, In 1965, Mrs. Sheridan married Leo J. Sheridan and worked with him when he was named United States Ambassador to Ireland; and

WHEREAS, Mrs. Sheridan used her talents and energy to advance worthy causes as Vice President and Director of the Rice Foundation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Beatrice Rice Gillick Sheridan as a woman of intelligence and energy who used her talents for the benefit of others, and do hereby extend our sincerest condolences to her three daughters, Shirley Gillick, Patricia G. Nolan and Elizabeth H. Palmer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Beatrice Rice Gillick Sheridan.

TRIBUTE TO LATE MR. ANTHONY "TONY" UDOVICH.

WHEREAS, Anthony "Tony" Udovich, a prominent member of Chicago's Slovenian-American community, passed away Saturday, September 22, 1990 at the age of ninety-one; and

WHEREAS, Mr. Udovich, who immigrated to the United States from Slovenia, was a man of tremendous energy and intelligence who worked his way up from a carpenter to become President of the Board of Sterling Federal Savings and Loan; and

WHEREAS, Mr. Udovich, who remained devoted to his heritage, was Associate Editor of the *Prolatarec* newspaper and was named "Man of the Year" by both the Slovenian Radio Club and the Slovene Social Center; and

WHEREAS, Mr. Udovich, a man of care and compassion, devoted himself in later years to helping fellow senior citizens, and was named to Mayor Richard J. Daley's Committee on Aging; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Anthony Udovich for his innumerable contributions to Chicago, its business community and its senior citizens, and do hereby extend our sincerest condolences to his son, Edward; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Anthony Udovich.

TRIBUTE TO LATE MRS. MATILDA VRDOLYAK.

WHEREAS, Matilda Vrdolyak passed away Friday, October 19, 1990 at the age of eighty-three; and

WHEREAS, Mrs. Vrdolyak, a woman of tremendous strength and courage, came to this country from Yugoslavia with her husband, Peter, and eventually helped him open a tavern and restaurant on Chicago's southeast side, where they both worked hard to make a life for their children; and

WHEREAS, Mrs. Vrdolyak was also a loving wife and caring mother who dedicated herself to raising her six children, who, thanks to her devotion, inherited many of the fine qualities she herself possessed; and

WHEREAS, All who knew Mrs. Vrdolyak were impressed with her combination of strength and compassion and with her devotion to her family and her community; now, therefore.

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Matilda Vrdolyak as a woman of courage and compassion who dedicated herself to her family, and do hereby extend our sincerest condolences to her daughter, Genevieve Simmons, and sons, Joseph, Peter, John J., 10th Ward Alderman Victor Vrdolyak and former 10th Ward Alderman Edward Vrdolyak; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Matilda Vrdolyak.

TRIBUTE TO LATE MR. ROBERT A. WHITEBLOOM.

WHEREAS, Robert A. Whitebloom passed away Wednesday, October 24, 1990 at the age forty-three; and

WHEREAS, Mr. Whitebloom was a highly respected attorney who from 1977 to 1981 worked in the Legal Division of the Secretary of State's Office, where he used his considerable legal skills for the benefit of all Illinoisans; and

WHEREAS, Mr. Whitebloom was a member of the Chicago Bar Association and had a thriving private practice, where he specialized in land condemnation, commercial litigation and representing individuals before government agencies; and

WHEREAS, Mr. Whitebloom, a graduate of DePaul University Law School, lent his expertise to DePaul's Lawyering Skills Center; and

WHEREAS, Throughout his career, Mr. Whitebloom upheld the finest traditions of the legal profession; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this thirty-first day of October, 1990, do hereby commemorate Robert A. Whitebloom as a talented attorney who contributed much to and enhanced the reputation of the legal profession in Illinois and do hereby extend our sincerest condolences to his sisters, Irma Dollinger and Barbara Goodman; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert A. Whitebloom.

TRIBUTE TO LATE POLICE SERGEANT PATRICK H. WILLIAMSON.

WHEREAS, Retired Chicago Police Sergeant Patrick H. Williamson passed away Wednesday, October 10, 1990 at the age of fifty-four; and

WHEREAS, Sergeant Williamson, who retired recently after thirty years on the force, was an exemplary officer who upheld the finest traditions of the Chicago Police Department; and

WHEREAS, Sergeant Williamson served the Department in many capacities during his long career, but no matter what his duties he carried them out in an exemplary manner; and

WHEREAS, Sergeant Williamson dedicated himself to serving and protecting the residents of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Sergeant Patrick H. Williamson for his exemplary service to the City of Chicago and its residents, and do hereby extend our sincerest condolences to his wife, Ruth; son, Michael; and daughter, Susan; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sergeant Patrick H. Williamson.

TRIBUTE TO LATE MR. PAUL R. WOZNIAK.

WHEREAS, Paul R. Wozniak passed away Friday, October 12, 1990 at the age of sixty-one; and

WHEREAS, Mr. Wozniak, a man of intelligence and energy, was highly-respected for his business talents; and

WHEREAS, Mr. Wozniak rose through the ranks at Little Company of Mary Hospital to become President; and

WHEREAS, As evidence of the high regard in which he was held, Mr. Wozniak in 1969 was named Director for the American Province of the Sisters of the Little Company of Mary, the first time a layman had held such a position; and

WHEREAS, Mr. Wozniak was also Chairman of the Board of Southwest Financial Bank and Trust Company; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Paul R. Wozniak as a man of considerable business talents who devoted his energies to improving health care on the southwest side, and do hereby extend our sincerest condolences to his wife, Jean, three daughters and three sons; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul R. Wozniak.

CONGRATULATIONS EXTENDED TO MR. JAMES J. MC CARTHY ON HIS RETIREMENT AS BUSINESS MANAGER OF CHICAGO JOURNEYMEN PLUMBERS UNION, LOCAL 130 U.A.

WHEREAS, James J. McCarthy retires October 31, 1990 as Business Manager of the Chicago Journeymen Plumbers Union, Local 130 U.A.; and

WHEREAS, Mr. McCarthy, a World War II veteran, began his career as an apprentice at Washburne Trade School and worked his way up through the ranks in the Plumbers Union; and

WHEREAS, Mr. McCarthy was named Business Manager of Local 130 in 1984, a post he has held with distinction since then; and

WHEREAS, Mr. McCarthy, a man of intelligence and skill, has ably served the Union in a number of capacities as Business Manager, including Co-Chairman of the Joint Committees, guiding its pension and welfare funds, Chairman of its Apprenticeship Training Program, and Secretary of its Technical Engineers Fund; and

WHEREAS, Mr. McCarthy has also used his talents as Vice Chairman of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry International Union, President of the Illinois Pipe Trades Association, Vice President of the Illinois State Federation of Labor-C.I.O. and many other union organizations; and

WHEREAS, In addition to his union activities, Mr. McCarthy has also been active in the Chicago Saint Patrick's Day Parade, the Irish Fellowship Club of Chicago, the Mayor's Advisory Commission for Building Code Amendments and the City Department of Environmental Control; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this thirty-first day of October, 1990, do hereby honor James J. McCarthy for his exemplary leadership of the Chicago Journeymen Plumbers Union, Local 130 and his dedication to improving the quality of life in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James J. McCarthy.

CONGRATULATIONS EXTENDED TO LIEUTENANT COLONEL JOSEPH J. MC CARTHY UPON NAMING OF MARINE CORPS RESERVE CENTER IN HIS HONOR.

WHEREAS, The Marine Corps Reserve Center, 3034 West Foster Avenue, will be dedicated in honor of Lieutenant Colonel Joseph J. McCarthy, United States Marine Corps Reserve (Retired) on November 10, 1990; and

WHEREAS, Colonel McCarthy, a Chicago native, enlisted in the Marine Corps Reserve in 1933, was called to active duty during World War II and took part in the invasion of Iwo Jima; and

WHEREAS, Colonel McCarthy was awarded the Congressional Medal of Honor by President Harry S. Truman for his "brilliant professional skill, daring tactics and tenacious perseverance in the face of overwhelming odds" while capturing an enemy-held ridge during the invasion of Iwo Jima; and

WHEREAS, After the war, Colonel McCarthy returned to his position with the Chicago Fire Department where he used his considerable leadership skills to organize and direct the Department's Ambulance Services before retiring in 1973; and

WHEREAS, In addition to his other activities, Colonel McCarthy was instrumental in acquiring the property on which the Marine Corps Reserve Center sits; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered in a meeting this thirty-first day of October, 1990, do hereby join the United States Marine Corps in honoring Lieutenant Colonel Joseph J. McCarthy for his contributions to the Marine Corps Reserve and his heroic service to his country; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Colonel Joseph J. McCarthy.

DR. BRIAN MAWHINNEY HONORED FOR HIS EFFORTS TO FOSTER BETTER UNDERSTANDING OF CURRENT CONDITIONS IN NORTHERN IRELAND.

WHEREAS, Dr. Brian Mawhinney, Parliamentary Under Secretary of State for Northern Ireland, recently visited Chicago on a tour of the United States; and

WHEREAS, The purpose of Dr. Mawhinney's visit was to brief key political and community leaders in the United States on recent developments in Northern Ireland, developments that are of interest to a great many people in Chicago; and

WHEREAS, Dr. Mawhinney, a highly-respected diplomat and authority on Northern Ireland, was both informative and engaging and contributed keen insights into the situation in Northern Ireland; and

WHEREAS, Because of Dr. Mawhinney's efforts, many in this country gained a greater appreciation of the complicated problems in Northern Ireland; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby honor Dr. Brian Mawhinney for his efforts to foster better understanding of the situation in Northern Ireland and do hereby extend to him our warmest thanks for sharing his expertise with Chicago's political and community leaders; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Brian Mawhinney.

CONGRATULATIONS EXTENDED TO PROFESSOR JAROSLAV PELIKAN AS RECIPIENT OF NEWBERRY LIBRARY AWARD.

WHEREAS, Yale University Professor Jaroslav Pelikan is the 1990 recipient of the Newberry Library Award; and

WHEREAS, The prestigious award was conferred on Professor Pelikan for his "outstanding achievement in the humanities in the tradition of the Newberry Library"; and

WHEREAS, Professor Pelikan, who received his Doctor of Philosophy Degree from the University of Chicago, is an internationally-known scholar and author; and

WHEREAS, Professor Pelikan has written over two dozen books, many of them concerning Christianity, and has received honorary degrees and other honors from more than thirty universities and colleges; and

WHEREAS, In his long and distinguished academic career, Professor Pelikan has contributed much to scholarship and, at the same time, has brought important ideas in the humanities to the general public; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby honor Jaroslav Pelikan for his contributions to our knowledge of the humanities, and do hereby congratulate him on the occasion of his being awarded the Newberry Library Award; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jaroslav Pelikan.

CONGRATULATIONS EXTENDED TO MR. ANDY ROZDILSKY ON HIS RETIREMENT AFTER THIRTY YEARS AS ENTERTAINER AT COMISKEY PARK.

WHEREAS, Andy Rozdilsky retired this year after performing as a clown for thirty years at Comiskey Park; and

WHEREAS, During those three decades, Mr. Rozdilsky used his talents to make millions of Chicago White Sox fans happy; and

WHEREAS, In addition, Mr. Rozdilsky continues to perform in hospitals, as he has for forty-seven years, bringing a bit of joy to the sick; and

WHEREAS, Mr. Rozdilsky also performs to raise money for many worthwhile charities; and

WHEREAS, Mr. Rozdilsky always wanted to be a clown and the only reward he receives for his efforts is the joy he gets from making other people happy; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered in a meeting this thirty-first day of October, 1990, do hereby honor Andy Rozdilsky on the occasion of his retiring from Comiskey Park and for his selfless dedication to bringing joy to others; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Andy Rozdilsky.

CONGRATULATIONS EXTENDED TO MR. MARION J. VALLE ON BEING NAMED PRESIDENT OF CHICAGO BOARD OF REALTORS.

WHEREAS, Marion J. Valle was installed as President of the Chicago Board of Realtors on October 24, 1990; and

WHEREAS, The Board of Realtors is a vital and dynamic organization that contributes greatly to Chicago's real estate and general business climate; and

WHEREAS, Mr. Valle is a highly-intelligent and well-respected person who brings a wealth of talent and experience to the post of President; and

WHEREAS, Under his leadership, the Board of Realtors will continue to be a positive force in Chicago's business community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby congratulate Marion J. Valle on his installation as President, and do hereby honor the Chicago Board of Realtors for its many important contributions to the city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marion J. Valle.

CONGRATULATIONS EXTENDED TO INTERIM CHICAGO BOARD OF EDUCATION FOR THEIR DEDICATED SERVICE DURING SCHOOL REFORM.

WHEREAS, The Interim Chicago Board of Education's term expired October 3, 1990 after almost eighteen months; and

WHEREAS, The Board ably guided the Chicago Public Schools through one of the most tumultuous and important periods in its history; and

WHEREAS, Board President James W. Compton, Vice President William S. Singer, and members Adela Coronado-Greeley, Raymond B. Lee, Joseph D. Reed, Reverend Janis A. Sharpe and Joan Jeter Slay brought to the Board widely varied yet vital skills; and

WHEREAS, Through the Board's strong leadership and expert judgment, the massive job of putting the Chicago Public Schools on the path to reform was accomplished with remarkable efficiency; and

WHEREAS, Because of the dedication and skill of each Board member, tens of thousands of Chicago Public Schools students will benefit from greater education opportunities; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in a meeting assembled this thirty-first day of October, 1990, do hereby honor the members of the Interim Chicago Board of Education for their dedicated service to the Chicago Public Schools and for their tireless devotion to its students; and

Be It Further Resolved, That suitable copies of this resolution be presented to James W. Compton, William S. Singer, Adela Coronado-Greeley, Raymond B. Lee, Joseph D. Reed, Reverend Janis A. Sharpe and Joan Jeter Slay.

CONGRATULATIONS EXTENDED TO CREW AND OFFICERS OF U.S.S. CHICAGO ON WINNING AWARDS FOR EXCELLENCE.

WHEREAS, The United States warship bearing the city's name, the nuclear submarine U.S.S. Chicago, recently won three awards for excellence; and

WHEREAS, The crew and officers of the Chicago demonstrated superb skill and performance operating and maintaining the complex nuclear submarine during its often arduous missions between October, 1989 and September, 1990; and

WHEREAS, In recognition of their superior performance, the U.S.S. Chicago was awarded the Medical E Award for excellence in medical support, the Engineering E Award for excellence in maintenance and operation, and the Battle E Award as the best submarine in the squadron, standing "head and shoulders" above all others; and

WHEREAS, The performance of the U.S.S. Chicago not only reflects well on the United States Navy but is also a source of great pride to the City of Chicago and its citizens; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby congratulate the crew and officers of the U.S.S. Chicago on their award-winning performance, and do hereby extend to them best wishes on behalf of all Chicagoans; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

NOVEMBER 4 THROUGH NOVEMBER 10, 1990 DESIGNATED AS "CHICAGO'S SPORTS HALL OF FAME WEEK IN CHICAGO".

WHEREAS, The Chicago Sports Hall of Fame will hold its annual induction ceremony November 9, 1990; and

WHEREAS, The Hall of Fame enhances Chicago's reputation as a sports town; and

WHEREAS, The Hall of Fame exposes new generations of sports fans to Chicago's rich athletic history; and

WHEREAS, The Hall of Fame also educates young people on the dangers of drugs and gangs and shows them, through role models, the benefits of sports and education; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby honor the Chicago Sports Hall of Fame as an important Chicago institution and do

hereby designate the week of November 4 through November 10 as Chicago Sports Hall of Fame Week; and

Be It Further Resolved, That a suitable copy of this resolution be prepared.

Presented By

ALDERMAN BURKE (14th Ward) And
ALDERMAN NATARUS (42nd Ward):

NOVEMBER 5, 1990 DESIGNATED AS "JACK AND DOLLIE GALTER DAY IN CHICAGO".

WHEREAS, Jack and Dollie Galter have for many years dedicated themselves to helping those with physical disabilities in Chicago and elsewhere; and

WHEREAS, Through numerous endeavors, Jack and Dollie Galter have worked to ensure that people with physical disabilities have every opportunity to use their talents to the fullest; and

WHEREAS, In keeping with their longtime commitment to the disabled, Jack and Dollie Galter have generously donated $2.5 Million to the Rehabilitation Institute of Chicago in honor of Dr. Henry Betts' twenty-fifth anniversary with the Institute; and

WHEREAS, Because of Jack and Dollie Galter's generosity, the quality of life will be significantly improved for thousands of disabled people who might otherwise not have access to the benefits of rehabilitation; and

WHEREAS, In recognition of their gift, the Institute's East Plaza will be named Galter Place on November 5, 1990; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby honor Jack and Dollie Galter for their generosity and their dedication to helping the disabled, and do hereby designate November 5, 1990 as Jack and Dollie Galter Day in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jack and Dollie Galter.

CONGRATULATIONS EXTENDED TO INTERIM CHICAGO BOARD OF EDUCATION FOR THEIR DEDICATED SERVICE DURING SCHOOL REFORM.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. ALPINE "GRANNY" GORDON.

WHEREAS, God in his infinite wisdom has called to her eternal reward Alpine Gordon, a much loved Chicago citizen; and

WHEREAS, Alpine "Granny" Gordon, as she was so fondly known to scores of children who grew up near 48th and Langley Avenue; and

WHEREAS, Alpine "Granny" Gordon, a native of Flovilla, Georgia, moved to Chicago in 1925. While residing near 48th and South Dr. Martin Luther King, Jr Drive, she played ball and other games with hundreds of neighborhood children; and

WHEREAS, Alpine "Granny" Gordon was known for her love for children and people, she was a strict disciplinarian to hundreds of boys and girls. She leaves to cherish her loving memory, five sons, Reverend Morris Gordon, Pastor of Parkway Garden Christian Church, 6600 South Dr. Martin Luther King, Jr. Drive, James, William and Charles Gordon, all of Chicago, and Paul Williams Gordon of Oakland, California; a daughter, Lois Williams of Goleta, California; a sister, Clara Holloway of Verona, Pennsylvania; fourteen grandchildren, twenty-two great-grandchildren and eight great-great grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby express our deepest sorrow on the passing of Alpine "Granny" Gordon, and extend to her family our sympathy on the loss of such an outstanding citizen and friend; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Alpine "Granny" Gordon.

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. MATTHEW LUCIEW ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Matthew Luciew, residents of ~~the~~ Brighton Park area on Chicago's great southwest side, celebrated fifty golden years of wedded bliss; and

WHEREAS, Matthew and Eleanor Luciew were joined in holy matrimony August 24, 1940 at Saint Bruno Church and have been stalwart and active citizens in their southwest side community; and

WHEREAS, Models of the solidity and strength of family life, Matthew and Eleanor Luciew have four children: Matt, Jr., Diane McMurray, Joyce Podlasek and Nancy Racanelli, and seven grandchildren; and

WHEREAS, Matthew retired from Crane Company and served as financial secretary for Crane Local 2047, U.S.A.-C.I.O. for many years. Eleanor, a dedicated mother and homemaker, and her husband were joined by family and many friends in the joyous celebration August 26th. Father Ed Skupien gave the happy couple his blessing; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby extend our congratulations to Mr. and Mrs. Matthew Luciew on the occasion of their fifty golden years of wedded bliss as well as our best wishes to these fine citizens and their family for many more years of happiness and success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Matthew Luciew.

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOSEPH NOSEK ON THEIR GOLDEN WEDDING ANNIVERSARY.

WHEREAS, Mr. and Mrs. Joseph Nosek, longtime residents of Chicago's

great Garfield Ridge area, are celebrating fifty golden years of wedded bliss; and

WHEREAS, Sophia and Joseph were married November 25, 1940 at Holy Trinity Church and spent the first twenty years of their blessed union as residents of the Logan Square area on Chicago's great northwest side; and

WHEREAS, Sophia and Joseph are now retired. He is an officer of the Knights of Columbus and active in A.A.R.P. Both are active in senior citizens organizations and civic groups; and

WHEREAS, Mr. and Mrs. Joseph Nosek celebrate this wonderful occasion with their two children, family and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby offer our congratulations to Mr. and Mrs. Joseph Nosek on the occasion of their golden wedding anniversary and extend to these fine citizens 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 prepared and presented to Mr. and Mrs. Joseph Nosek.

CONGRATULATIONS EXTENDED TO SISTER TERESA ON HER TWENTY-FIFTH ANNIVERSARY AS MARIST SISTER.

WHEREAS, Sister Teresa is celebrating her twenty-fifth Jubilee as a Marist Sister this year; and

WHEREAS, A dedicated and devoted nun, Sister Teresa has compiled an enviable and outstanding record of public service throughout her tenure; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council of the City of Chicago do hereby take this occasion to commend Sister Teresa for her tireless service to the parishioners of Our Lady of the Snows; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sister Teresa.

Presented By

ALDERMAN AUSTIN (34th Ward):

CONGRATULATIONS EXTENDED TO MR. VON "VONSKI" FREEMAN IN RECOGNITION OF HIS OUTSTANDING MUSICAL CAREER.

WHEREAS, On Sunday, October 14, 1990, Von "Vonski" Freeman was honored at a testimonial buffet reception; and

WHEREAS, Mr. Freeman is Chicago's favorite tenor sax man; and

WHEREAS, Mr. Freeman is a graduate of DuSable High School and studied music under the direction of Captain Walter Dyett, along with other students Dexter Gordon, Johnny Griffin, Clifford Jordan, Eddie Harris and Gene ("Jug") Ammons; and

WHEREAS, Mr. Freeman played in two Navy bands -- the Hawaiian Hellcats in Hawaii and the Great Lakes Band at Great Lakes; and

WHEREAS, Mr. Freeman has represented Chicago by performing internationally at the Japanese Jazz Festival, Israel Jazz Festival, Umbria Jazz Festival in Perugia, Italy, Northsea Jazz Festival; in New York at Lincoln Center, Vanguard, Village Gate, Blue Note and Sweet Basil; and

WHEREAS, Mr. Freeman has delighted Chicago audiences by playing at Chicago Fest, Chicago Jazz Festival, Contemporary Museum of Art, WBEZ fundraisers, University of Chicago, Larry Smith's Live Performances, Betty Lou's Bop Shop, Joe Webber Productions, Northwestern University, Jazz Showcase, Green Mill, Enterprise and Pops for Champagne; and

WHEREAS, Mr. Freeman has been featured in *Town and Country*, September, 1990 issue, *Downbeat*, November, 1990 issue, *Chicago* magazine and the *Reader*; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, do hereby pay tribute to Von "Vonski" Freeman for his outstanding and dedicated career as a musician for the people of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Von "Vonski" Freeman.

Presented By

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO MR. ERICH H. GRAUKE ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Erich H. Grauke, a fine young citizen of Chicago's great northwest side is being elevated to the rank of Eagle Scout which is the highest award in scouting and is recognition that Erich has mastered his scouting skills; and

WHEREAS, A member of Saint Ladislaus Parish, Boy Scout Troop 986, Erich H. Grauke will receive the Eagle Award Sunday, October 21, 1990 by an Eagle Court of Honor at Saint Ladislaus Boy Scout Parent Association, 5345 West Roscoe Street, Chicago; and

WHEREAS, Erich H. Grauke represents the finest standards of the youth of this great City of Chicago in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby offer our heartiest congratulations to Erich H. Grauke on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Erich H. Grauke.

CONGRATULATIONS EXTENDED TO MR. WILLIAM R. KLEINFELDT ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, William R. Kleinfeldt, a fine young citizen of Chicago's great northwest side is being elevated to the rank of Eagle Scout which is the highest award in scouting and is recognition that William has mastered his scouting skills; and

WHEREAS, A member of Saint Ladislaus Parish, Boy Scout Troop 986, William R. Kleinfeldt will receive the Eagle Award Sunday, October 21, 1990 by an Eagle Court of Honor at Saint Ladislaus Boy Scout Parent Association, 5345 West Roscoe Street, Chicago; and

WHEREAS, William R. Kleinfeldt represents the finest standards of the youth of this great City of Chicago in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990 A.D., do hereby offer our heartiest congratulations to William R. Kleinfeldt on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to William R. Kleinfeldt.

CONGRATULATIONS EXTENDED TO MR. PAUL J. KLEM ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Paul J. Klem, a fine young citizen of Chicago's great northwest side is being elevated to the rank of Eagle Scout which is the highest award in scouting and is recognition that Paul has mastered his scouting skills; and

WHEREAS, A member of Saint Ladislaus Parish, Boy Scout Troop 986, Paul J. Klem will receive the Eagle Award Sunday, October 21, 1990 by an Eagle Court of Honor at Saint Ladislaus Boy Scout Parent Association, 5345 West Roscoe Street, Chicago; and

WHEREAS, Paul J. Klem represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990 A.D., do hereby offer our heartiest congratulations to Paul J. Klem on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Paul J. Klem.

CONGRATULATIONS EXTENDED TO MR. CHRISTOPHER F. D. MALEK ON ACHIEVING RANK OF EAGLE SCOUT.

WHEREAS, Christopher F. D. Malek, a fine young citizen of Chicago's great northwest side is being elevated to the rank of Eagle Scout which is the highest award in scouting and is recognition that Christopher has mastered his scouting skills; and

WHEREAS, A member of Saint Ladislaus Parish, Boy Scout Troop 986, Christopher F. D. Malek will receive the Eagle Award Sunday, October 21, 1990 by an Eagle Court of Honor at Saint Ladislaus Boy Scout Parent Association, 5345 West Roscoe Street, Chicago; and

WHEREAS, Christopher F. D. Malek represents the finest standards of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990 A.D., do hereby offer our heartiest congratulations to Christopher F. D. Malek on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Christopher F. D. Malek.

CONGRATULATIONS EXTENDED TO MR. PHILLIP M. UKLEJA ON ACHIEVING RANK OF EAGLE SCOUT

WHEREAS, Phillip M. Ukleja, a fine young citizen of Chicago's great northwest side is being elevated to the rank of Eagle Scout which is the highest award in scouting and is recognition that Phillip has mastered his scouting skills; and

WHEREAS, A member of Saint Ladislaus Parish, Boy Scout Troop 986, Phillip M. Ukleja will receive the Eagle Award Sunday, October 21, 1990 by an Eagle Court of Honor at Saint Ladislaus Boy Scout Parent Association, 5345 West Roscoe Street, Chicago; and

WHEREAS, Phillip M. Ukleja represents the finest standard of the youth of this great City of Chicago, in whom its leaders place so much hope and trust; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990 A.D., do hereby offer our heartiest congratulations to Phillip M. Ukleja on having achieved the exalted rank of Eagle Scout and extend to this fine young citizen our best wishes for a bright, happy and prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Phillip M. Ukleja.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. LE ROY WEINTRAUB.

WHEREAS, God in his infinite wisdom has called to his eternal reward LeRoy Weintraub, who so diligently and selflessly served as President of the Edgebrook-Sauganash Chamber of Commerce; and

WHEREAS, LeRoy Weintraub was a person well-liked and really was genuinely concerned about his community; and

WHEREAS, LeRoy Weintraub an outstanding businessman had many friends in Edgebrook where he was the owner of Value-Ville Store at 5409 West Devon Avenue; and

WHEREAS, Mr. Weintraub served as Chamber Vice-President before his election to President two years ago. He was scheduled to become Chairman of the Board of Directors later this month; and

WHEREAS, LeRoy Weintraub was a devoted husband and father. He leaves to cherish his loving memory, his devoted wife, Judith (nee Banko), a son, LeRoy, Jr. and Dawn Gonzalez, a stepdaughter, Deborah Berman, three grandchildren, Adam, David and Robert Matthew. He was the brother of Elvera Masnjak and David Weintraub, the son-in-law of Nathan and the late Pearl Banko, and the nephew of Bess Weintraub and Esther Raff. He also leaves behind many friends and business associates in the Chicago area; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby express our deepest sorrow on the passing of LeRoy Weintraub and extend to his family our sympathy on the loss of such an outstanding citizen and friend; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the wife and family of LeRoy Weintraub.

CONGRATULATIONS EXTENDED TO DR. JEROME DALINKA AS RECIPIENT OF ASSOCIATION OF JEWISH BLIND'S "MAN OF THE YEAR" AWARD.

WHEREAS, Dr. Jerome Dalinka, Medical Director at the Association of Jewish Blind, is being honored as "Man of the Year", October 14th at the Lincolnwood Hyatt; and

WHEREAS, Dr. Jerome Dalinka was born in Brooklyn, New York and is a graduate of Brooklyn College with a Bachelor of Science in Psychology and the Chicago College of Osteopathic Medicine where he received his medical degree; and

WHEREAS, Dr. Jerome Dalinka interned at Chicago Osteopathic Hospital in Hyde Park and has taught there for fifteen years. He is also in private practice at Weiss Hospital Medical Building and Lincoln West Medical Center; and

WHEREAS, The Association of Jewish Blind is a residential home for the blind and visually impaired of all faiths. Its facility is the only residential home in the area, and the only Jewish Home for the Blind in the United States. When asked why was it formed, Dr. Dalinka replied, "Its simple -- forty-eight years ago some landlords would not rent to those without sight". The Association of Jewish Blind is a small home with a capacity of fifty-three. It is a non-profit agency, supported entirely by individual contributions, and various fund-raising activities; and

WHEREAS, Dr. Jerome Dalinka is a devoted family man. He and his wife, Eileen, have two sons: Alan, at Northwestern University Law School, and Joel, at the University of Illinois; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby extend our warmest regards to a most gifted public servant, and congratulate Dr. Jerome Dalinka for being chosen "Man of the Year"; and

Be It Further Resolved, That a copy of this resolution be prepared and presented to Dr. and Mrs. Jerome Dalinka.

CONGRATULATIONS EXTENDED TO SENIOR RIGHTS ADVOCATE MR. JERRY PRETE UPON NAMING OF RESIDENTIAL BUILDING IN HIS HONOR.

WHEREAS, Gerald Prete, a true leader and advocate for the rights of seniors is one of Chicago's leading citizens; and

WHEREAS, Prete Towers, a residential building in North Park Village, planned for completion in late 1991, is being named for this great and caring person as a constant reminder of his tireless efforts toward promoting affordable housing and improved benefits for all seniors; and

WHEREAS, Prete Towers is the latest in a long series of honors paid Jerry Prete. He was cited at the 1988 Illinois State Council of Senior Citizens Convention for outstanding services to senior citizens of Illinois. He was also selected to receive the Silver Jubilee Award through Catholic Charities, U.S.A., on behalf of the Commission on Aging for his outstanding efforts to improve the quality of life for the elderly; and

WHEREAS, Prete Towers will be a four-story building comprising eighteen efficiency and fifty-seven one-bedroom apartments for low income senior citizens of Chicago. Ground-breaking ceremonies took place October 26, 1990, with the participation of the National Council of Senior Citizens and the Senior Citizens Housing Development Corporation of Chicago and of Congressman Frank Annunzio (D-11th) and Alderman Anthony C. Laurino, both of whom commended Jerry Prete for his dedication and success in helping the seniors of our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D.. do hereby join in honoring Jerry Prete for his outstanding citizenship and dedication to improving benefits for seniors, and in doing so voice our extreme pleasure at the prospect of Prete Towers in Chicago's North Park Village; and

Be It Further Resolved, That copies of this resolution be prepared and presented to Gerald Prete, the National Council of Senior Citizens and the Senior Citizens Housing Development of Chicago .

OCTOBER 22 THROUGH OCTOBER 28, 1990 DESIGNATED AS "THE CHICAGO PASTORAL CARE WEEK OF 1990".

WHEREAS, Nothing distinguishes an institution as much as the quality of its care; and

WHEREAS, Pastoral care-givers have contributed to our Chicago hospitals, hospices, prisons, nursing homes and congregations quality care by giving of their service, time, counseling and listening; and

WHEREAS, Pastoral care-givers have reached out to heal injured persons whether or not they have been fractured physically, psychologically, spiritually or emotionally; and

WHEREAS, The care-givers have chosen a butterfly as a Symbol of Life for their 1990 logo; and

WHEREAS, The Chicago Pastoral Care members, and anyone who holds the hand of a person suffering, sick or dying in our Chicago hospitals, nursing homes, hospices, prisons and communities in love, compassion and care, heal as Christ healed; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby declare the period beginning October 22 and ending October 28, 1990, to be known as "The Chicago Pastoral Care Week Of 1990" in recognition of the many selflessly dedicated members of Chicago Pastoral Care; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Pastoral Care.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. WARREN N. BARR, SR.

WHEREAS, Almighty God in his infinite mercy and wisdom called Mr. Warren N. Barr, Sr. to his eternal reward on Sunday, the seventh day of October, nineteen hundred and ninety; and

WHEREAS, In 1963, Mr. Warren Barr was appointed to the Board of Trustees of the Illinois Masonic Medical Center; and

WHEREAS, In 1965, Mr. Warren Barr was elected President of the Board, and in 1984, was named Chairman Emeritus, a post he held until his passing; and

WHEREAS, Mr. Warren Barr founded the Warren Barr Supply Company; and

WHEREAS, During his tenure with the Illinois Masonic Medical Center, Mr. Warren Barr was involved in many expansion projects including the 1966 acquisition of the nursing center at 66 West Oak Street, which was subsequently named The Warren N. Barr Pavilion; and

WHEREAS, Mr. Warren Barr also served as the Director of the St. Paul Bancorp; and

WHEREAS, Mr. Warren Barr was senior counselor to the Civic Arts Foundation of the Union League Club of Chicago; and

WHEREAS, Mr. Warren Barr was named a citizen fellow of the Institute of Medicine; and

WHEREAS, Mr. Warren Barr also belongs to numerous Masonic Organizations and was the recipient of the Gourgas Medal, the highest honor awarded by the Scottish Rite; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled in meeting this thirty-first day of October, nineteen hundred and ninety, do hereby express our deepest and most heartfelt sympathy at the passing of Mr. Warren N. Barr, Sr., and do also extend to his beloved wife, Olive; his son, Warren; his two daughters, Hjordis and Constance; his two brothers, Owen and Charles; his sister, Helen; his seven grandchildren and three great-grandchildren our deepest condolences on the occasion of their profound loss. Mr. Warren N. Barr, Sr. will be sorely missed by all; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mr. Warren N. Barr, Sr.

Presented By

ALDERMAN HANSEN (44th Ward):

CONGRATULATIONS EXTENDED TO LA SALLE BANK LAKE VIEW ON ITS EIGHTY-FIFTH ANNIVERSARY.

WHEREAS, LaSalle Bank Lake View has been providing exemplary service to people throughout the Lake View Community for eighty-five years; and

WHEREAS, The people who work at LaSalle Bank Lake View have been doing their best to help the people in my community for many years; and

WHEREAS, In every aspect of its service to my community, the employees and management of LaSalle Bank Lake View have provided excellent examples of what a true asset to a neighborhood a bank can be; and

WHEREAS, LaSalle Bank Lake View is holding a special reception to celebrate its eighty-fifth anniversary on Wednesday, November 14, 1990; now, therefore,

Be It Resolved, That on this day, the City Council of Chicago does hereby congratulate LaSalle Bank Lake View on its eighty-fifth anniversary; and

Be It Further Resolved, That LaSalle Bank Lake View shall be presented with a suitable copy of this resolution.

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO JEFFERSON PARK LIONS CLUB ON ITS FIFTIETH ANNIVERSARY.

WHEREAS, The Jefferson Park Lions Club is celebrating its fiftieth anniversary; and

WHEREAS, Over the past half-century, the Jefferson Park Lions Club has contributed much time and effort in outstanding charitable work and in making its grateful community a better place to live; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A. D., do hereby honor the Jefferson Park Lions Club on the occasion of its fiftieth anniversary and extend to this fine organization our very best wishes for continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Jefferson Park Lions Club.

Presented By

ALDERMAN SHILLER (46th Ward):

TRIBUTE TO LATE MRS. MARIAN JANNIE BUCKNER.

WHEREAS, Marian Jannie Buckner, beloved mother, grandmother and great-grandmother, passed away on Saturday, October 6, 1990; and

WHEREAS, Ms. Bucker was born on September 28, 1920 in Greenville, South Carolina and was the first of eight children born to the late Lois Guillebeaux and James Edward Terry; and

WHEREAS, Ms. Buckner received her education at Foster School and Evanston Township High School and was united in holy matrimony to the late Harold Robert Buckner. To this union were born three children, Edward Theodore, Florence Marian and Harriet Louise Buckner; and

WHEREAS, Marian Jannie Buckner was an inspiration to her children, her neighbors and her community; and

WHEREAS, She leaves to cherish her memories her son Edward Theodore; two daughters, Florence Marian and Harriet Louise Buckner; thirteen grandchildren and nineteen great-grandchildren. She also leaves four sisters, Isabell Wright, Connie Harmon and Thedosia Landrum of Evanston and Maxine Robinson of Nevada; one brother, Ferman Terry and one sister-in-law, Rose Terry of Evanston; one uncle, Theodore Guillebeaux and one aunt, CollieMae Guillebeaux of Evanston. She also leaves nieces, nephews and a host of relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first of October, 1990, do hereby commemorate Marian Buckner for her many years of service to her family

and community and do hereby extend our sincerest condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Marian Jannie Buckner.

CONGRATULATIONS EXTENDED TO MS. MOLLIE WEST ON HER INDUCTION INTO WOMEN'S HALL OF FAME.

WHEREAS, Mollie West was inducted into the Chicago Women's Hall of Fame on August 28, 1990 for her significant contributions in the field of labor and to the women of Chicago; and

WHEREAS, Mollie West is a founding member of the Coalition of Labor Union Women; and

WHEREAS, Mollie West was the first woman to sit on the executive committee of the Chicago Typographical Union; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby extend our heartiest congratulations and thanks to Mollie West for her many years of dedicated service to labor and the women of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mollie West.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO SAINT ITA CHURCH ON ITS NINETIETH ANNIVERSARY.

WHEREAS, The Church of Saint Ita, a tower of inspiration and progress in Chicago's great Edgewater community, is celebrating its ninetieth birthday October 13, 1990; and

WHEREAS, The history of Saint Ita's parish parallels the history of Chicago's north side. From bare beginnings in a new century, Saint Ita's has grown to become strong and vital ninety years later, reflecting a rich heritage and a diverse, dedicated human resource; and

WHEREAS, Saint Ita Church is named after a holy woman born c. 475 A.D. who founded a cloistered convent in Ireland. The cornerstone of the church, laid in 1924, contains a small black stone and the Latin inscription, which translates:

> In a spirit of deepest devotion, this stone was brought to this temple from the ruins of the monastic school of Saint Ita in Killeedy, County Limerick, Ireland.

Thus Saint Ita's maintains a bond with a glorious past, and it is this very spirit of deepest devotion which strengthens Saint Ita's present. The church building, designed by Henry J. Schlacks, stands today as one of Chicago's most beautiful structures. More importantly, the Church of Saint Ita -- the people who over the past ninety years have been guided by faith and dedication and the deepest devotion -- is a model of spiritual strength and inspiration; now, therefore,

Be It Resolved, That the City Council of the City of Chicago, on behalf of all the people of this great City, does hereby congratulate the Church of Saint Ita on the occasion of its ninetieth birthday celebration, and in doing so declares that October 13, 1990 be known as "Church of Saint Ita Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Church of Saint Ita.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The First Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.

4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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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)	North Jefferson Street (east side) from a point 205 feet north of West Fulton Street, to a point 40 feet north thereof -- 6:00 A.M. to 5:00 P.M. -- Monday through Friday;
	South Halsted Street, at 311 -- 313 -- at all times -- no exceptions (valet parking);
	West Randolph Street at (north side) from a point 100 feet west of North Halsted Street, to a point 25 feet east thereof -- at all times -- no exceptions (tow zone);
	West Taylor Street, at 1014 -- at all times -- no exceptions (valet parking);

Alderman	Location, Distance And Time
STEELE (6th Ward)	South Dr. Martin Luther King, Jr. Drive, from the end of the bus stop to the front door of church at 7956 South Dr. Martin Luther King, Jr. Drive -- 8:30 A.M. to 6:00 P.M. -- Sunday only; East 73rd Street (north side) from the east side of South St. Lawrence to the alley -- 7:00 A.M. to 10:30 P.M. -- daily;
GUTIERREZ (26th Ward)	North California Avenue, at 837 -- 5:00 A.M. to 4:00 P.M. -- daily; North Western Avenue, at 1440 -- 7:00 A.M. to 10:00 P.M. -- daily;
BIALCZAK (30th Ward)	West Fullerton Avenue, at 5056 (entrance of loading dock on North Leclaire Avenue) -- 10:00 A.M. to 5:00 P.M. -- Monday through Friday;
GARCIA for *FIGUEROA* (31st Ward)	West Armitage Avenue, at 3314 -- 8:00 A.M. to 1:00 P.M. -- Monday through Saturday; North Pulaski Road, at 1536 -- 8:00 A.M. to 12:00 Midnight -- daily;
NATARUS (42nd Ward)	East Chestnut Street (north side) from North State Street to North Wabash Avenue -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday (tow zone -- loading and unloading);

Alderman	Location, Distance And Time
	West Chestnut Street, at 35, for approximately 25 feet (service entrance doorway) -- at all times -- no exceptions;
	West Grand Avenue (north side) from a point 86 feet west of North Franklin Street, to a point 25 feet west thereof -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday (tow zone);
	East Huron Street, at 160 -- at all times -- daily;
	North Michigan Avenue, at 700 (alongside on East Huron Street) -- at all times -- no exceptions (valet parking);
	North Michigan Avenue, at 700 (alongside on North Rush Street) -- at all times -- no exceptions (valet parking);
	North State Street, at 850 -- at all times -- no exceptions;
	East Superior Street (south side) from North Michigan Avenue to the first alley west of North Rush Street -- at all times -- no exceptions (charter bus only -- tow zone);
EISENDRATH (43rd Ward)	West Armitage Avenue, at 901 -- 6:00 P.M. to 12:00 Midnight -- daily (valet parking);
HANSEN (44th Ward)	North Broadway, at 2818 -- 9:00 A.M. to 9:00 P.M. -- daily;

Alderman	Location, Distance And Time
SHILLER (46th Ward)	West Wilson Avenue, at 1329, for approximately 25 feet -- 8:30 A.M. to 5:30 P.M. -- Monday through Friday.

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Public Way
STEELE (6th Ward)	South Dorchester Avenue, at 7444, alley -- easterly;
HUELS (11th Ward)	South Lowe Avenue, from West 26th Street to West 25th Place -- northerly;
	West 28th Place, from South Wallace Street to South Canal Street -- easterly;
STREETER (17th Ward)	West 74th Street, between South Eggleston Avenue and South Yale Avenue -- easterly;
GARCIA (22nd Ward)	South Homan Avenue, between West 22nd Street and West 23rd Street -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF WEST THOME AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "West Thome Avenue, between North Clark Street and North Ridge Avenue -- westerly" relative to the one-way traffic restriction on a portion of West Thome Avenue and inserting in lieu thereof: "West Thome Avenue, between the first alley west of North Clark Street and North Ridge Avenue -- westerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH WINTHROP AVENUE.

Alderman M. Smith (48th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Winthrop Avenue, between West Devon Avenue and West Wilson Avenue -- southerly" relative to the one-way traffic restriction on a portion of North Winthrop Avenue and inserting in lieu thereof: "North Winthrop Avenue, from West Devon Avenue to a point approximately 110 feet north of West Argyle Street -- southerly", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the one-way traffic restriction at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
TROUTMAN (20th Ward)	South Calumet Avenue, from East 66th Street to East 63rd Street;

Alderman	Location
KRYSTYNIAK (23rd Ward)	Alley between South Neva Avenue and South Harlem Avenue, from West 57th Street to West 58th Street.

Referred -- REMOVAL OF PARKING METERS IN FRONT OF 1001 -- 1009 WEST BELMONT AVENUE.

Alderman Hansen (44th Ward) presented a proposed order for the removal of four parking meters located in front of 1001 -- 1009 West Belmont Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO INSTALL ONE-HOUR PARKING LIMIT ON PORTION OF NORTH KOSTNER AVENUE.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Public Works to limit parking to one-hour on the west side of North Kostner Avenue, from 4705 to 4741, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
ROTI (1st Ward)	South Morgan Street (east side) from West Tilden Street to the first alley north thereof;
	South Morgan Street (west side) from West Van Buren Street to West Tilden Street;
	South Racine Avenue (west side) from a point 20 feet north of West Jackson Boulevard to the first alley north thereof;
	South Racine Avenue (both sides) from West Polk Street to West Vernon Park Place;
	South Racine Avenue (both sides) from West Van Buren Street to West Gladys Avenue;
	West Randolph Street (south side) from a point 32 feet east of North Green Street, to a point 25 feet east thereof;
	West Van Buren Street (north side) from South Racine Avenue to the first alley east thereof;
T. EVANS (4th Ward)	East Hyde Park Boulevard, at 1016 (driveway);
STEELE (6th Ward)	South St. Lawrence Avenue, at 8659 (except for handicapped);
	South Prairie Avenue, at 7959 (except for handicapped);
SHAW (9th Ward)	South Calumet Avenue (west side) from driveway to East 107th Street;

Alderman	Location And Distance
	South LaSalle Street, at 12312 (except for handicapped);
VRDOLYAK (10th Ward)	South Avenue J, at 9862 (except for handicapped);
	South Avenue N, at 10327 (except for handicapped);
HUELS (11th Ward)	South Loomis Street, at 2933 (except for handicapped);
FARY (12th Ward)	South Christian Avenue, at 5239 (except for handicapped);
	South Harding Avenue, at 4609 (except for handicapped);
	South Leavitt Street, at 3613 (except for handicapped);
	South Maplewood Avenue, at 4040 (except for handicapped);
	West Washtenaw Avenue, at 3748 (except for handicapped);
	West 35th Street, at 2124 (except for handicapped);
	West 43rd Street (north side) after South Pulaski Road, facing east and west at the second driveway;
	West 43rd Street (north side) after South Pulaski Road, facing east at fifth driveway;
MADRZYK (13th Ward)	South Laporte Avenue, at 6314 (except for handicapped);

Alderman	Location And Distance
	South Mayfield Avenue, from West 64th Place to the first alley south thereof;
	West 59th Street (south side) from South Kolmar Avenue west to the Belt Railroad;
BURKE (14th Ward)	West 47th Street, at 1535 (except for handicapped);
LANGFORD (16th Ward)	South Bishop Street, at 6732;
STREETER (17th Ward)	South Lowe Avenue, at 7921 (except for handicapped);
	South May Street, at 8047 (except for handicapped);
	South Morgan Street, at 8132 (except for handicapped);
J. EVANS (21st Ward)	South Elizabeth Street, at 9324 (except for handicapped);
KRYSTYNIAK (23rd Ward)	South Natoma Avenue, at 5439 (except for handicapped);
SOLIZ (25th Ward)	South Morgan Street, at 1626 (except for handicapped);
	West 17th Street, at 1810 (except for handicapped);
	West 22nd Place, at 2342 (except for handicapped);
	West 23rd Place, at 2728 (except for handicapped);

Alderman	Location And Distance
GUTIERREZ (26th Ward)	North Albany Avenue, at 1926 (except for handicapped);
	West Potomac Avenue, at 2038 (except for handicapped);
BUTLER (27th Ward)	West Roosevelt Road, at 2500;
E. SMITH (28th Ward)	North Karlov Avenue (west side) from the alley north of West Lake Street to a point 50 feet east thereof;
	West Monroe Street, at 4421 (except for handicapped);
	West Polk Street, at 4830 (except for handicapped);
BIALCZAK (30th Ward)	West Deming Place, at 5236 (except for handicapped);
	North Leamington Avenue, at 2035 (except for handicapped);
GABINSKI (32nd Ward)	West Belmont Avenue, at 1807;
	North Wolcott Avenue, at 1931 (except for handicapped);
MELL (33rd Ward)	North Bernard Street, at 2432 (except for handicapped);
	North Campbell Avenue, at 2231 (alongside on West Lyndale Avenue at driveway);
	West Drummond Place, at 3436 (except for handicapped);

Alderman	Location And Distance
	North Linden Place, at 2520 (except for handicapped);
	North Maplewood Avenue, at 2745 (except for handicapped);
KOTLARZ (35th Ward)	North Harding Avenue, at 2653 (except for handicapped);
	North Springfield Avenue, at 2535 (except for handicapped);
BANKS (36th Ward)	North Moody Avenue, at 1731 (except for handicapped);
	North Olcott Avenue, at 3337 (except for handicapped);
GILES (37th Ward)	North Central Park Avenue, at 722 (except for handicapped);
	North Harding Avenue, at 837 (except for handicapped);
	North Monticello Avenue, at 631 (except for handicapped);
CULLERTON (38th Ward)	West Montrose Avenue, at 6053 (except for handicapped);
	West Pensacola Avenue, at 5718 (except for handicapped);
LAURINO (39th Ward)	North Central Park Avenue, from the first alley south of West Foster Avenue to West Foster Avenue;
O'CONNOR (40th Ward)	North Artesian Avenue, at 6256 (except for handicapped);

Alderman	Location And Distance
	West Winona Avenue, at 2631 (except for handicapped);
HANSEN (44th Ward)	West Belmont Avenue (at 1001 -- 1009) from North Sheffield Avenue, to a point 120 feet west thereof;
	North Lakewood Avenue (west side) from West Wolfram Street to the first alley north thereof;
SCHULTER (47th Ward)	West Berteau Avenue, at 1725 (except for handicapped);
	West Cullom Avenue, at 2057 (except for handicapped);
M. SMITH (48th Ward)	North Magnolia Avenue, at 5631;
	North Winthrop Avenue (east side) from West Argyle Street to a point approximately 110 feet north thereof;
ORR (49th Ward)	West Granville Avenue, at 1214 (except for handicapped);
STONE (50th Ward)	West Devon Avenue, at 1754 -- 1768 (east driveway only);
	North Paulina Street, at 6336 (except for handicapped).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION AT ALL TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the parking prohibitions in effect at all times at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location
STEELE (6th Ward)	South Langley Avenue (west side) from a point 90 feet south of East 90th Street, to a point 25 feet south thereof; South Michigan Avenue, at 9521;
MADRZYK (13th Ward)	South LaCrosse Avenue (west side) from a point 60 feet north of West 65th Street, to a point 25 feet north thereof;
KRYSTYNIAK (23rd Ward)	South Lavergne Avenue, at 4853; South Leclaire Avenue (east side) from a point 304 feet north of West 51st Street, to a point 25 feet north thereof; South Neenah Avenue, at 5128;
SCHULTER (47th Ward)	West Wilson Avenue, at 2338 -- 2340.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
HUELS (11th Ward)	South Pitney Court (both sides) from South Archer Avenue to West 31st Street -- 10:00 P.M. to 6:00 A.M. -- daily (trucks only);
E. SMITH (28th Ward)	North Monticello Avenue, at 408 -- 412 -- 9:00 A.M. to 3:00 P.M. -- Monday through Friday (except for handicapped);
ORR (49th Ward)	North Broadway, at 6310 -- 11:00 A.M. to 3:00 P.M. -- no exceptions;
STONE (50th Ward)	North Artesian Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes); North Artesian Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);

Alderman	Location, Distance And Time
	North Bell Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Bell Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Campbell Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Campbell Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Claremont Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);

Alderman	Location, Distance And Time
	North Claremont Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Fairfield Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Fairfield Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Maplewood Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Maplewood Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);

Alderman	Location, Distance And Time
	North Oakley Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Oakley Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Rockwell Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Rockwell Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Talman Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Talman Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes);

Alderman	Location, Distance And Time
	North Washtenaw Avenue (both sides) from West Devon Avenue to the first alley north thereof -- 6:00 A.M. to 9:00 A.M. -- Tuesday -- for the period of April 15 through November 15 (street cleaning purposes);
	North Washtenaw Avenue (both sides) from West Devon Avenue to the first alley south thereof -- 6:00 A.M. to 9:00 A.M. -- Wednesday -- for the period of April 15 through November 15 (street cleaning purposes).

Referred -- DISCONTINUANCE OF PARKING PROHIBITION DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to discontinue the parking prohibitions in effect during specified hours at the locations designated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
STEELE (6th Ward)	South State Street (east side) from 7921 to 8000;
DIXON (8th Ward)	South Ingleside Avenue, at 8348 (except for handicapped);
LEVAR (45th Ward)	North Lockwood Avenue (west side) in the 4900 block.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
STEELE (6th Ward)	South Indiana Avenue (both sides) in the 9400 to 9500 blocks -- at all times; South State Street (east side) 7921 to 8000 -- 6:00 A.M. to 10:00 A.M. -- daily; South Wabash Avenue (both sides) from 9200 to 9400 -- at all times;
SHAW (9th Ward)	South Indiana Avenue (both sides) in the 11800 to 11900 blocks -- at all times;
FARY (12th Ward)	South Hamilton Avenue (both sides) in the 3600 block -- at all times; South Hoyne Avenue (both sides) in the 3600 block -- at all times; South Leavitt Avenue (both sides) in the 3600 block -- at all times; South Sacramento Avenue (both sides) in the 4200 block -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday; South Seeley Avenue (both sides) in the 3600 block -- at all times;

Alderman	Location, Distance And Time
	West 37th Street (north side) from South Damen Avenue to South Archer Avenue -- at all times;
	West 46th Street (both sides) from the first alley east of South Pulaski Road to South Harding Avenue -- at all times;
KRYSTYNIAK (23rd Ward)	South Karlov Avenue (both sides) from the first alley south of South Archer Avenue to West 50th Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday;
	South Lawndale Avenue (west side) from the first alley south of West 48th Street to West 49th Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	South Nottingham Avenue (east side) from West 63rd Place to West 63rd Street -- at all times;
	South Nottingham Avenue (west side) from West 63rd Place to the first alley north thereof -- at all times;
	West 54th Street (south side) from South Oak Park Avenue to the first alley east thereof -- at all times (Zone 30);
KOTLARZ (35th Ward)	North Lawndale Avenue (both sides) in the 3900 block -- at all times;

Alderman	Location, Distance And Time
CULLERTON (38th Ward)	West Belle Plaine Avenue (both sides) between North Austin Avenue and North McVicker Avenue -- at all times;
PUCINSKI (41st Ward)	North Sayre Avenue, at 5401 through 5425 -- at all times;
	North Sayre Avenue, at 5450 through 5530 -- at all times;
	West Talcott Avenue, in the 6900 block -- at all times;
HANSEN (44th Ward)	North Burling Street (both sides) in the 2800 and 2900 blocks -- at all times;
	West Oakdale Avenue (both sides) between North Clark Street and North Halsted Street -- at all times;
	North Orchard Street (both sides) in the 2800 block -- at all times.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF NORTH NORMANDY AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance which would amend a previously passed ordinance by striking the words: "North Normandy Avenue (west side) from 2700 to 2752 -- at all times -- Zone 255" relative to the residential permit parking zone on a portion of North Normandy Avenue and inserting in lieu thereof: "North Normandy Avenue (west side) from 2700 to

2752 -- 6:00 A.M. to 6:00 P.M. -- all days -- Zone 255", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF NORTH KOSTNER AVENUE.

Alderman Laurino (39th Ward) presented a proposed order to extend residential permit parking Zone 144 to include the east side of North Kostner Avenue, from North Elston Avenue to West Lawrence Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- DISCONTINUANCE OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF WEST 21ST PLACE.

Alderman Soliz (25th Ward) presented a proposed ordinance to discontinue the residential permit parking zone in effect at all times on both sides of West 21st Place, between South Paulina Street and South Wood Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred --DESIGNATION OF SERVICE DRIVES/DIAGONAL PARKING AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to designate service drives and permit diagonal parking at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
BUTLER (27th Ward)	North Albany Avenue (east side) from West Chicago Avenue to a point 160 feet south of West Chicago Avenue, to a point 218 feet south thereof; North Albany Avenue (west side) from a point 104 feet south of West Chicago Avenue, to a point 332 feet south thereof;
GARCIA for *FIGUEROA* (31st Ward)	North Monticello Avenue (east side) in the 1600 block, from West North Avenue to the first alley north thereof;
MELL (33rd Ward)	North Willetts Court (west side) from 2506 to 2515.

Referred --COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONSIDER ESTABLISHMENT OF DIAGONAL PARKING ON NORTHWEST CORNER OF NORTH CICERO AVENUE AND WEST KAMERLING AVENUE.

Alderman Giles (37th Ward) presented a proposed order directing the Commissioner of Public Works to consider the establishment of diagonal parking on the northwest corner (parkway) of North Cicero Avenue and West Kamerling Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONSIDER ESTABLISHMENT OF TWENTY-FIVE MILE PER HOUR SPEED ZONE ON PORTION OF WEST DEVON AVENUE.

Alderman Pucinski (41st Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to establishing a 25-mile per hour speed zone on West Devon Avenue, between North Milwaukee Avenue and North Harlem Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, And Type Of Signal
ROTI (1st Ward)	South Franklin Street (east side) from West Harrison Street to West Van Buren Street -- at all times -- no exceptions;
BUTLER (27th Ward)	North Albany Avenue (east side) from West Chicago Avenue to a point 160 feet thereof -- at all times -- daily;
NATARUS (42nd Ward)	North LaSalle Street, at 1038 -- at all times -- no exceptions;
	North Rush Street, at 710 -- at all times -- daily (loading and unloading only).

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONSIDER INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders directing the Commissioner of Public Works to give consideration to the installation of automatic traffic control signals at specified locations, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Type Of Signal
FARY (12th Ward)	South Hoyne Avenue and West 47th Street;
MADRZYK (13th Ward)	West 77th Street and South Pulaski Road -- "No Left Turn -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday";
J. EVANS (21st Ward)	West 87th Street and South Eggleston Street -- "Right Turn Only";
BANKS (36th Ward)	West Belmont Avenue and North Nashville Avenue;
	West Belmont Avenue and North Paris Avenue;
LAURINO (39th Ward)	North Springfield Avenue and West Foster Avenue;
PUCINSKI (41st Ward)	North Avondale Avenue and West Devon Avenue.

Referred -- INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED 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)	South Kimbark Avenue, at East 54th Street -- "Stop";
	East 55th Place, at South Blackstone Avenue -- "Stop";
	East 55th Street, at South Blackstone Avenue -- "Stop";
	East 55th Place, at South Dorchester Avenue -- "Stop";
	East 55th Street, at South Dorchester Avenue -- "Stop";
BLOOM (5th Ward)	East 55th Street, from South Blackstone Avenue to South Harper Avenue -- "Pedestrian Crossing";
	East 71st Street and South Jeffery Boulevard -- "No Left Turn";
BEAVERS (7th Ward)	East 83rd Street, at South Escanaba Avenue -- "Stop";
	East 83rd Street, at South Houston Avenue -- "Stop";
DIXON (8th Ward)	East 80th Street and South Kenwood Avenue -- "Stop";

Alderman	Location And Type Of Sign
	East 83rd Street, at South East End Avenue -- "Stop";
	East 90th Street and South Greenwood Avenue -- "Four-Way Stop";
SHAW (9th Ward)	South Michigan Avenue, at East 124th Street -- "Stop";
	South Princeton Avenue, at West 124th Street -- "Stop";
	South State Street, at 120th Street -- "Stop";
HUELS (11th Ward)	South Bonaparte Street, at South Archer Avenue -- "Stop";
FARY (12th Ward)	South Trumbull Avenue, at West 44th Street -- "Stop";
	West 38th Street, at South Damen Avenue -- "Stop";
	West 40th Place and South Richmond Street -- "Stop";
	West 44th Street and South Sawyer Avenue -- "Four-Way Stop";
	West 45th Street, at South Drake Avenue -- "Stop";
BURKE (14th Ward)	West 63rd Place and South St. Louis Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
STREETER (17th Ward)	West 74th Street, at South Stewart Avenue -- "Three-Way Stop";
SHEAHAN (19th Ward)	South Homan Avenue, from West 107th Street to West 111th Street -- "20 Miles Per Hour -- School Zone";
J. EVANS (21st Ward)	South Beverly Avenue, at West 97th Street -- "Stop";
	South Beverly Avenue, at West 100th Place -- "Stop";
	South Emerald Avenue, at West 96th Street -- "Stop";
	South Green Street, at West 85th Street -- "Stop";
	South Laflin Street, at West 88th Street -- "Stop";
	South Peoria Street, at West 94th Street -- "Two-Way Stop";
	South Perry Avenue, at West 92nd Street -- "Stop";
	South Perry Avenue and West 96th Street -- "Stop";
	South Union Avenue, at West 97th Street -- "Stop";
	South Vincennes Avenue, at West 85th Street -- "Stop";
	West 88th Street and South Aberdeen Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
	West 89th Street and South Emerald Avenue -- "Two-Way Stop";
	West 89th Street, at South Union Avenue -- "Stop";
	West 93rd Street, at South Lowe Avenue -- "Stop";
	West 93rd Street, at South Peoria Street -- "Two-Way Stop";
	West 96th Street and South Yale Avenue -- "Two-Way Stop";
	West 99th Street and South Throop Street -- "Three-Way Stop";
	West 102nd Street and South Sangamon Street -- "Four-Way Stop";
GARCIA (22nd Ward)	West 32nd Street and South Harding Avenue -- "Four-Way Stop";
KRYSTYNIAK (23rd Ward)	South Hamlin Avenue, at West 53rd Street -- "Stop";
	West 53rd Street and South Menard Avenue -- "Four-Way Stop";
HENRY (24th Ward)	West 14th Street and South Tripp Avenue -- "Four-Way Stop";
BUTLER (27th Ward)	West Walnut Street, at North Francisco Avenue -- "Stop";

Alderman	Location And Type Of Sign
BIALCZAK (30th Ward)	West George Street, at North Lamon Avenue -- "Stop";
	North Kolmar Avenue, at West Barry Avenue -- "Stop";
	North Laramie Avenue, at 2725 (alley entrance) -- "Slow -- Children Playing";
	West Wolfram Street, at 4825 -- "Slow -- Children Playing";
GABINSKI (32nd Ward)	North Damen Avenue, at West Barry Avenue -- "Stop";
	North Wolcott Avenue, at West Oakdale Avenue -- "Stop";
BANKS (36th Ward)	West Belmont Avenue, between North Osage Avenue and North Cumberland Avenue -- "Children Crossing";
	West School Street and North Ozanam Avenue -- "Three-Way Stop";
	West Schubert Avenue, at North McVicker Avenue -- "Stop";
CULLERTON (38th Ward)	West Melrose Avenue, at North Major Avenue -- "Stop";
	West Melrose Avenue and North Melvina Avenue -- "Three-Way Stop";
LAURINO (39th Ward)	North Algonquin Avenue and West Lunt Avenue -- "All-Way Stop";

Alderman	Location And Type Of Sign
	North Kimball Avenue and West Argyle Street -- "All-Way Stop";
	Alley bounded by North Kimball Avenue, North Bernard Avenue, West Ainslie Street and West Argyle Street -- "Caution -- Children Playing";
	North Pulaski Road and West Ainslie Street -- "All-Way Stop";
O'CONNOR (40th Ward)	North Sacramento Avenue, at West Ardmore Avenue -- "Stop";
	West Winona Avenue and North Washtenaw Avenue -- "Four-Way Stop";
	"T" junction of alley bounded by North Francisco Avenue, North California Avenue, West Foster Avenue and West Farragut Avenue -- "No Right Turn";
PUCINSKI (41st Ward)	West Devon Avenue and North Oak Park Avenue -- "Four-Way Stop";
	West Higgins Avenue and North Sayre Avenue -- "Three-Way Stop";
	North Oconto Avenue and West Birchwood Avenue -- "Four-Way Stop";
	North Oconto Avenue and West Jarvis Avenue -- "Four-Way Stop";
	North Sayre Avenue, between 5401 and 5425 -- "One-Way";

Alderman	Location And Type Of Sign
SHILLER (46th Ward)	West Sheridan Road, at North Pine Grove Avenue -- "Stop";
SCHULTER (47th Ward)	West Byron Avenue, at North Ravenswood Avenue -- "Stop";
M. SMITH (48th Ward)	West Thorndale Avenue, at North Glenwood Avenue -- "Stop";
STONE (50th Ward)	West Rosemont Avenue, at North Rockwell Street -- "Stop".

Referred -- AMENDMENT OF ORDINANCES WHICH ESTABLISHED "THREE-WAY STOP" SIGNS AT SPECIFIED INTERSECTIONS.

Alderman Pucinski (41st Ward) presented proposed ordinances which would amend previously passed ordinances by rescinding the "Three-Way Stop" signs at specified locations, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Intersection of North Ozark Avenue and West Fargo Avenue; and

Intersection of North Ozark Avenue and West Jerome Street.

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO CONSIDER INSTALLATION OF "NO PARKING" SIGN AT 1306 NORTH WALLER AVENUE.

Alderman Davis (29th Ward) presented a proposed order directing the Commissioner of Public Works to give consideration to the installation of a

"No Parking" sign in front of 1306 North Waller Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- COMMISSIONER OF PUBLIC WORKS REQUESTED TO ERECT ONE-WAY TRAFFIC SIGNS IN SPECIFIED PUBLIC ALLEY.

Alderman Laurino (39th Ward) presented a proposed order directing the Commissioner of Public Works to erect signs restricting traffic movement to a northerly direction in the alley bounded by North Kimball Avenue, North Bernard Street, West Ainslie Street and West Argyle Street, which was *Referred to the Committee on Traffic Control and Safety.*

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
EISENDRATH (43rd Ward)	West Belden Avenue, at 700;
SCHULTER (47th Ward)	West Berteau Avenue, from North Damen Avenue to North Western Avenue;
	West Hutchinson Street, from North Lincoln Avenue to North Damen Avenue.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented nine proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN FARY (12th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 10-I bounded by:

West 41st Street; a line 51.32 feet west of and parallel to South Sacramento Avenue; the alley next south of West 41st Street; and a line 76.32 feet west of and parallel to South Sacramento Avenue.

BY ALDERMAN GUTIERREZ (26th Ward):

To classify a B2-2 Restricted Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 3-H bounded by:

the alley next north of and parallel to West Division Street; North Hoyne Avenue; West Division Street; and North Leavitt Street.

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-I bounded by:

a line 48.5 feet north of West Bloomingdale Avenue; the alley next west of and parallel to North Fairfield Avenue; West Bloomingdale Avenue; and North Fairfield Avenue.

BY ALDERMAN E. SMITH (28th Ward):

To classify as a B2-2 Restricted Retail District instead of a C2-2 General Commercial District the area shown on Map No. 2-K bounded by:

West Madison Street; a line 120 feet east of South Kilpatrick Avenue; the alley next south of and parallel to West Madison Street; and South Kilpatrick Avenue.

BY ALDERMAN BIALCZAK (30th Ward):

To classify as an M1-2 Restricted Manufacturing District instead of an R3 General Residence District the area shown on Map No. 5-M bounded by:

a line 25 feet north of West Dickens Avenue; North Monitor Avenue; West Dickens Avenue; and the alley next west of and parallel to North Monitor Avenue.

To classify as a B4-1 Restricted Service District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 7-K bounded by:

the alley next north of and parallel to West Fullerton Avenue; a line 100 feet east of North Kilpatrick Avenue; West Fullerton Avenue; and North Kilpatrick Avenue.

BY ALDERMAN EISENDRATH (43rd Ward):

To classify as a B3-2 General Retail District instead of a B4-5 Restricted Service District the area shown on Map No. 5-F bounded by:

West Eugenie Street; North Clark Street; West North Avenue; the alley next west of and parallel to North LaSalle Drive; a line 88 feet north of West North Avenue; North Wells Street; a line 125 feet north of West North Avenue; the alley next west of and parallel to North LaSalle Drive; a line 235 feet south of West Eugenie Street; and North LaSalle Drive.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B4-2 Restricted Service District instead of a C2-2 General Commercial District the area shown on Map No. 9-I bounded by:

West Irving Park Road; North Western Avenue; West Byron Street; and the alley next west of and parallel to North Western Avenue.

BY ALDERMAN ORR (49th Ward):

To classify as a B4-3 Restricted Service District instead of a C2-2 General Commercial District the area shown on Map No. 19-H bounded by:

West Birchwood Avenue; North Clark Street; a line from a point 63 feet south of West Birchwood Avenue as measured from the west right-of-way line of North Clark Street (at North Clark Street) to a point 83.8 feet south of West Birchwood Avenue and 153 feet west of North Clark Street; and the easterly right-of-way line of the Chicago & Northwestern Railroad.

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3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifty proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	801 South Plymouth Court Condominium Association;

Alderman	Claimant
	901 South Plymouth Court Condominium Association;
	1115 South Plymouth Court Condominium Association;
	1169 South Plymouth Court Condominium Association;
BLOOM (5th Ward)	7363 South South Shore Drive Condominium Association;
STEELE (6th Ward)	Chatham Park South Cooperative;
MADRZYK (13th Ward)	Ms. Mary Dychakowski;
KRYSTYNIAK (23rd Ward)	Mr. Tom Heinen;
	Mr. Frank Kutchik, Jr.;
	Mr. Robert James McSorley, Jr.;
	Ms. Marie Stec;
	6628 West 64th Place Corporation;
SOLIZ (25th Ward)	Mr. Eleno Cazarez;
	Ms. Tosca Ciolkosz;
GABINSKI (32nd Ward)	Ms. Marge Carson;
MELL (33rd Ward)	Gallo Realty;
KOTLARZ (35th Ward)	Mr. Robert A. Grela;
	Ms. Christian L. Hadley;

Alderman	Claimant
	Mr. Frank V. Lesher;
	Sun Villa Condominium;
BANKS (36th Ward)	Ms. Lena E. Schumann;
CULLERTON (38th Ward)	Addison Commons Condominium;
	Addison Heritage Condominium Association;
	Aim Realty;
	Ridgemoor Estates Condominium Association;
LAURINO (39th Ward)	Mr. Dennis M. McDermott;
	Mr. Leo Tamura;
NATARUS (42nd Ward)	One Magnificent Mile Condominium Association;
	850 De Witt Condominium Association;
EISENDRATH (43rd Ward)	Belden-by-the Park Condominium Association;
	Mr. and Mrs. Steven Friedheim;
	1400 State Parkway Condominium Homeowners Association (2);
	2144 Lincoln Park West Condominiums Homeowners Association;
	2340 Lincoln Park West Condominium;

Alderman	Claimant
HANSEN (44th Ward)	Mr. and Mrs. Joseph McClain;
	Melrose Garden Condominium Association;
SHILLER (46th Ward)	Ms. Saskia LoRee Thompson;
	3741 North Pine Grove Condominium Association (2);
SCHULTER (47th Ward)	2049 Ainslie Condominium;
M. SMITH (48th Ward)	Stickney School Condominium Association (2);
	Thorndale Beach North Condominium Association;
	5455 Edgewater Plaza Condominium Association;
ORR (49th Ward)	Glenwood Homes Condominium Association;
	Lunt - Lake Apartments Trust;
	6635 -- 6637 North Glenwood Condominium;
STONE (50th Ward)	Emmerson Park Condominium Association;
	Mr. Tuvan Madanoglu.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN ROTI (1st Ward):

Referred -- ESTABLISHMENT OF TAXICAB STANDS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Two proposed ordinances to establish taxicab stands on the public ways specified and for the distances noted, which were *Referred to the Committee on Local Transportation,* as follows:

Taxicab Stand Number 605 -- along the east curb of North Wacker Drive, from a point 102 feet south of the south building line of West Randolph Street, to a point 58 feet south thereof, for three taxicabs; and

Taxicab Stand Number 607 -- along the south curb of East Lake Street, from a point 66 feet east of the center lane of North Beaubien Court, to a point 156 feet east thereof, for seven taxicabs.

Referred -- GRANT OF PRIVILEGE TO LA MANTIA BROS. ARRIGO COMPANY TO MAINTAIN AND USE COVERED BRIDGE OVER SPECIFIED PUBLIC ALLEY.

Also, a proposed ordinance to grant permission and authority to LaMantia Bros. Arrigo Company to maintain and use a covered bridge or passageway over and across the east-west public alley north of West 15th Street and west of

South Morgan Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- AMENDMENTS OF ORDINANCES WHICH AUTHORIZED GRANTS OF PRIVILEGE TO SPECIFIED ORGANIZATIONS.

Also, two proposed ordinances to amend ordinances which authorized grants of privilege to the organizations listed, which were *Referred to the Committee on Streets and Alleys,* as follows:

Bennett Brothers, Inc. -- by striking from Section 2 the compensation sum of "Twelve Thousand Seven Hundred Eight and no/100 ($12,708.00)" and inserting in lieu thereof: "Three Thousand Seven Hundred Sixty-six and no/100 Dollars ($3,766.00)"; and

Tishman Speyer Gateway Garage Venture -- by striking from Section 1 the name "Tishman Speyer Gateway Venture" and inserting in lieu thereof: "Tishman Speyer W. Monroe Limited Partnership, an Illinois Limited Partnership".

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH MICHIGAN AVENUE FOR GALA OPENING NIGHT AT FINE ARTS THEATER.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the Chicago International Film Festival to close to traffic the two southbound lanes of South Michigan Avenue, between East Congress Parkway and East Van Buren Street, for the Gala Opening Night at the Fine Arts Theatre on October 12, 1990, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- ISSUANCE OF PERMITS TO CONSTRUCT AND MAINTAIN CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies attached or to be attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hilton Hotels Corporation -- to maintain and use two canopies at 720 South Michigan Avenue; and

Inter Track Partners, doing business as The Winner's Circle -- to construct, maintain and use one canopy at 223 West Jackson Boulevard.

Referred -- ISSUANCE OF PERMITS TO OPERATE NEWSSTANDS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Public Works to issue permits to the applicants listed for the operation of newsstands at the locations specified, in compliance with the Municipal Code of Chicago, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Freddie W. Dilworth, Sr. -- on the northeast corner of West Madison Street and North Dearborn Street, Monday through Saturday; and

Mr. Denny Maddox -- on the northeast corner of East Lake Street and North State Street on a daily basis.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 100 WEST CERMAK ROAD.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Chicago Rite Lite Sign Co. for the erection of a sign/signboard at 100 West Cermak Road for L. Y. K. Square, which was *Referred to the Committee on Zoning.*

Referred -- APPROVAL OF PROPERTY AT 310 -- 328 NORTH SANGAMON STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

Also, a proposed resolution to approve the property at 310 -- 328 North Sangamon Street as appropriate for Class 6(b) tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Economic Development.*

Presented By

ALDERMAN T. EVANS (4th Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 3935 South Vincennes 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 3935 South Vincennes 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 T. Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman T. Evans, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- INSTALLATION OF ALLEY LIGHTS AT SPECIFIED LOCATIONS.

Also, a proposed order directing the Commissioner of Public Works to install alley lights behind the premises at 4810 and 4820 South Ellis Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020 OF MUNICIPAL CODE OF CHICAGO TO PROHIBIT ISSUANCE OF NEW LIQUOR LICENSES FOR ESTABLISHMENTS ALONG PORTIONS OF EAST 71ST STREET.

A proposed ordinance to amend Title 4, Chapter 172, Section 020 of the Municipal Code of Chicago by adding thereto a new subsection, to be known as Subsection 020(13), to include both sides of East 71st Street, from South Stony Island Avenue to South Shore Drive, in the current prohibition of the issuance of new liquor licenses within specified areas of the City, which was *Referred to the Committee on License.*

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND ON NORTHEAST CORNER OF EAST 76TH STREET AND SOUTH SOUTH CHICAGO AVENUE.

A proposed order directing the Commissioner of Public Works to issue a permit to Mr. James E. Branch for the operation of a newsstand on the northeast corner of East 76th Street and South South Chicago Avenue on a daily basis, in compliance with the Municipal Code of Chicago, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS OF EAST 85TH STREET AND SPECIFIED PUBLIC ALLEY FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Ms. Gladys J. Ray of John T. Pirie Elementary School, to close to traffic those portions of East 85th Street and the public alley south thereof, from South St. Lawrence Avenue to South Langley Avenue, on all school days, from 2:00 P.M. to 3:00 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 28 EAST 87TH STREET.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to Sure Light Service Company for the erection of a sign/signboard at 28 East 87th Street for Burger King, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- HONORARY DESIGNATION OF PORTION OF EAST 83RD STREET AS "WILINSKI DRIVE".

A proposed ordinance directing the Commissioner of Public Works to designate that part of East 83rd Street, between South Commercial Avenue and South Brandon Avenue, as "Wilinski Drive", which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HUELS (11th Ward):

Referred -- GRANT OF PRIVILEGE TO SPIEGEL, INCORPORATED TO MAINTAIN AND USE COVERED PEDESTRIAN BRIDGE/PASSAGEWAY OVER AND ACROSS PORTION OF WEST 35TH STREET.

A proposed ordinance to grant permission and authority to Spiegel, Incorporated to maintain and use a covered pedestrian bridge/passageway over and across a portion of West 35th Street, connecting the premises at 1040 West 35th Street with the premises at 1029 West 35th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN MADRZYK (13th Ward):

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 6450 SOUTH PULASKI ROAD.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Grate Sign Company, for the erection of a sign/signboard at 6450 South Pulaski Road, for Astoria Plaza Shopping Center, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- AMENDMENT OF TITLE 11 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW CHAPTER 11-5 ENTITLED "CHICAGO SOLID WASTE REDUCTION AND RECYCLING ORDINANCE".

A proposed ordinance to amend Title 11 of the Municipal Code of Chicago by adding thereto a new chapter, to be known as Chapter 11-5 and entitled the "Chicago Solid Waste Reduction and Recycling Ordinance", which would establish and regulate provisions for the reduction and recycling of solid waste materials and the remarketing thereof, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Referred -- SUBMISSION OF ADVISORY REFERENDUM FOR APRIL 2, 1991 MUNICIPAL GENERAL ELECTION BALLOT CONCERNING REDUCTION AND REALLOCATION OF FEDERAL MILITARY FUNDS.

Also, a proposed ordinance to submit the question: "Should the federal government reduce the military budget by ten percent (10%) each year for the

next five years and use the savings to provide better housing, health care, job training, environmental protection, education, and mass transit?" to Chicago voters as an advisory referendum at the municipal general election scheduled for April 2, 1991, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF TITLE 3, CHAPTER 4 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 180 AND 181 ESTABLISHING PAYMENT DEADLINES AND ASSIGNING RULE-MAKING AUTHORITY CONCERNING ALL FRANCHISE FEES.

Also, a proposed ordinance to amend Title 3, Chapter 4 of the Municipal Code of Chicago by adding thereto new sections, to be known as Sections 180 and 181, which would require payment of any and all franchise fees on a monthly basis to the Department of Revenue and grant the City Comptroller rule-making powers regarding such matters, respectively, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF MUNICIPAL CODE SECTION 7-41 BY INCREASING PUBLIC FUND INVESTMENT OPPORTUNITIES.

Also, a proposed ordinance to amend Municipal Code Chapter 7, Section 7-41, by increasing the type and number of opportunities available to the City Comptroller and the City Treasurer for the investment of public funds, which was *Referred to the Committee on Finance.*

Referred -- NOTICE OF TERMINATION OF 1931 ILLINOIS BELL TELEPHONE COMPANY FRANCHISE ORDINANCE.

Also, a proposed resolution urging the City of Chicago to exercise its six month notice to terminate the 1931 Illinois Bell Telephone Company

Franchise Ordinance and to commence hearings for the purpose of executing a new franchise agreement, which was *Referred to the Committee on Finance.*

Referred -- CHICAGO TRANSIT AUTHORITY URGED TO CONDUCT STUDY ON FEASIBILITY OF BUS CONVERSION TO USE OF COMPRESSED NATURAL GAS.

Also, a proposed resolution urging the Chicago Transit Authority to study the feasibility of converting its buses to the use of compressed natural gas, which was *Referred to the Committee on Local Transportation.*

Presented By

ALDERMAN CARTER (15th Ward):

DECEMBER 4, 1990 PROCLAIMED "FRED HAMPTON DAY IN CHICAGO".

A proposed resolution reading as follows:

WHEREAS, Between November 30 and December 1 at Malcolm X College, programs, lectures and seminars are planned to commemorate the twenty-first anniversary of the assassination of Fred Hampton, which took place December 4, 1969; and

WHEREAS, Fred Hampton, who was only 21 years old, made his mark in Chicago history not so much by his death as by the heroic efforts of his life and by his goals of empowering the most oppressed sector of Chicago's Black community, bringing people into political life through participation in their own freedom fighting organization; and

WHEREAS, It is now widely recognized that Fred Hampton made a difference, fighting demoralization in the African-American community in Chicago, and bringing to national attention the benefits of self-determination in battling oppression, segregation and the hideousness and unfairness of bigotry; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirty-first day of October, 1990, A.D., do hereby commemorate the twenty-first anniversary of the death of Fred Hampton by declaring December 4, 1990, to be known as "Fred Hampton Day in Chicago" and call to public attention the many events planned for that day.

Alderman Carter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Carter, seconded by Alderman Davis, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

UNITED STATES CONGRESS URGED TO RE-INTRODUCE 1990 CIVIL RIGHTS ACT AT 102ND CONGRESS.

Also, a proposed resolution reading as follows:

WHEREAS, On October 22, 1990, President George Bush vetoed the Civil Rights Act of 1990; and

WHEREAS, This Bill was intended to make it easier for people alleging job discrimination to sue an employer and win, and to authorize compensatory and punitive damages in discrimination cases. The Bill would also restore the broad application of federal law banning intentional race discrimination in contracts and would extend the statute of limitations for filing certain job discrimination cases from 180 days to two years; and

WHEREAS, Congress originally approved this Bill with a large majority but later was unable to override the President's veto; now, therefore,

Be It Resolved, That the Chicago City Council hereby memoralizes the Congress of the United States of America to re-introduce the 1990 Civil Rights Act in the 102nd Congress set to convene in January, 1991; and

Be It Further Resolved, That a copy of this resolution be sent to each member of the Illinois Congressional Delegation.

Alderman Carter moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed.*

On motion of Alderman Carter, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- DONATION OF ANTIQUATED CHICAGO FIRE DEPARTMENT AMBULANCES TO CITIES OF ACCRA, GHANA AND KINSHASA, ZAIRE.

Also, two proposed ordinances authorizing the Commissioner of General Services and the Purchasing Agent to donate six antiquated Chicago Fire Department ambulances to each of the cities listed, which were *Referred to the Committee on Police, Fire and Municipal Institutions,* as follows:

Accra, Ghana; and

Kinshasa, Zaire.

Referred -- ISSUANCE OF PERMIT TO ERECT SIGN/SIGNBOARD AT 7137 SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Inspectional Services to issue a permit to National Signs, Incorporated, for the erection of a sign/signboard at 7137 South Western Avenue, for Midas Muffler, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN SHEAHAN (19th Ward):

Referred -- APPROVAL OF PLAT OF DONNELLY AND TRACEY'S RESUBDIVISION ON PORTION OF SOUTH KEDZIE AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of Donnelly and Tracey's Resubdivision on the west side of South Kedzie Avenue, north of West 115th Street, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- PERMISSION TO HOLD LANDMARK LIQUIDATION MERCHANTS SIDEWALK SALE ON PORTION OF SOUTH STONY ISLAND AVENUE.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Charles McGary, to hold the Landmark Liquidation Merchants Sidewalk Sale on that part of South Stony Island Avenue, from 6800 to 6840 on November 2, 3 and 5, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS ON PORTIONS OF EAST 63RD STREET.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue permits to Patrick Media Group, Incorporated, for the erection of signs/signboards at 101 East 63rd Street and 131 East 63rd Street, for general advertising purposes, which were *Referred to the Committee on Zoning.*

Presented By

ALDERMAN J. EVANS (21st Ward):

Referred -- PORTIONS OF WEST 103RD STREET TO RECEIVE HONORARY DESIGNATIONS.

Two proposed ordinances directing the Commissioner of Public Works to bestow the following honorary street names to the designated portions of West 103rd Street, which were *Referred to the Committee on Streets and Alleys,* as follows:

At South Morgan Street -- "Reverend L. D. Trotter Lane"; and

Between South Morgan Street and South Sangamon Street -- "Sweet Holy Spirit Drive".

Referred -- COMMISSIONER OF PUBLIC WORKS DIRECTED TO CONSIDER INSTALLATION OF STREETLIGHT AT INTERSECTION OF WEST 97TH STREET AND SOUTH GENOA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to consider the installation of a streetlight at the intersection of West 97th Street and South Genoa Avenue, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN KRYSTYNIAK (23rd Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCKS AND/OR VANS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Seven proposed orders directing the Commissioner of Public Works to grant permission to the applicants listed to park pickup trucks and/or vans at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Dennis Kilcoyne -- 5233 South Melvina Avenue;

Mr. Patrick R. Kilcoyne -- 5233 South Melvina Avenue;

Mr. Stephen J. Marasovich -- 6736 West 64th Street;

Mr. Kevin O'Neill -- 5638 South Parkside Avenue;

Mr. Joseph E. Rezny -- 5624 South Sayre Avenue;

Mr. Jose A. Sanjurjo -- 4819 South Kostner Avenue; and

Mr. Mike Walters -- 5343 South Natchez Avenue.

Presented By

ALDERMAN HENRY (24th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 172, SECTION 020 OF MUNICIPAL CODE OF CHICAGO TO REPEAL PROHIBITION ON ISSUANCE OF NEW LIQUOR LICENSES WITHIN SPECIFIED PORTIONS OF TWENTY-FOURTH WARD.

A proposed ordinance to amend Title 4, Chapter 172, Section 020 of the Municipal Code of Chicago by repealing Subsection 020(d)(7) concerning the current prohibitions on the issuance of new liquor licenses within designated areas of the 24th Ward, which was *Referred to the Committee on License.*

Referred -- GRANTS OF PRIVILEGE TO SEARS, ROEBUCK AND COMPANY TO MAINTAIN AND USE VARIOUS INDUSTRIAL ELEMENTS AT SPECIFIED LOCATIONS.

Also, four proposed ordinances to grant permission and authority to Sears, Roebuck and Company to maintain and use the industrial elements listed at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

File No. 4 -- one conveyor type overhead bridge running over and across the railroad track viaduct, connecting the building on the northeast corner of West Fillmore Street and South Homan Avenue with the building on the northwest corner of West Fillmore Street and South Homan Avenue;

File No. 5 -- one overhead conveyor or bridge across South Central Park Avenue, near West Taylor Street, connecting the building on the east side of South Central Park Avenue with the building on the west side of South Central Park Avenue;

File No. 6 -- one loading platform on the south side of West Arthington Street, near South Homan Avenue; and

File No. 7 -- one tunnel under and across a portion of West Arthington Street, near South Central Park Avenue.

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, four proposed orders directing the Commissioner of General Services to issue permits to Sears, Roebuck and Company 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:

File No. 24 -- for one canopy at 3231 -- 3241 West Arthington Street;

File No. 25 -- for two canopies at 3409 -- 3415 West Arthington Street and 3535 -- 3539 West Arthington Street;

File No. 26 -- for one canopy at 3330 West Fillmore Street; and

File No. 27 -- for one canopy at 930 South Spaulding Avenue.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF SOUTH ALBANY AVENUE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the James W. Johnson Elementary School to close to traffic the 1400 block of South Albany Avenue, during the hours of 8:00 A.M. to 9:00 A.M. and 2:30 P.M. to 3:00 P.M. on all school days during the 1990 -- 1991 school year, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN HENRY (24TH WARD) And OTHERS:

TRIBUTE TO LATE MRS. BELLE WHALEY.

A proposed resolution, presented by Aldermen Henry, E. Smith and Davis, reading as follows:

WHEREAS, Belle Whaley was born in Pine Bluff, Arkansas on June 16, 1918, to James and Laura Thompson. She was the seventh child born to that union; and

WHEREAS, She confessed belief in the Lord Jesus Christ at an early age. Belle was a faithful Christian and an active member of the Lawndale Community Church, under the leadership of Pastor Wayne Gordon; and

WHEREAS, Belle moved to Chicago in 1940. She completed training in social work at the Hull House Social School and continued her education at Northwestern University, completing courses in food service; and

WHEREAS, She began serving her community as Food Service Supervisor at Chicago State Hospital. She later became Director of Food Services at the Y.M.C.A.'s Loop Center, receiving their Employee of the Year Award in 1966, which included a thirty-day tour of Europe; and

WHEREAS, Belle served as Community Coordinator of the Greater Lawndale Conservation Committee (G.L.C.C.) from 1968-1970. She also served as a community group organizer for the Department of Human Resources; and

WHEREAS, In 1970, Belle and her late husband, Eugene Whaley, founded Operation Brotherhood, a non-profit, multi-purpose Senior Citizens Center. There she provided the elderly and handicapped with hot meals and social activities daily. Her "Meals on Wheels" program ensured that the disabled and shut-in were not forgotten. Belle's unfailing devotion to others earned her nationwide recognition, honors and humanitarian awards; and

WHEREAS, Belle Whaley departed this life on October 21, 1990. She leaves to cherish her loving memory four devoted children, Gloria, Horace, Harmon and Harold; two brothers, Emmett and Willie S. Thompson; seven grandchildren; seven great-grandchildren; and a host of nieces, nephews, cousins and loving friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this thirty-first day of October, 1990, do hereby commemorate Belle Whaley as a strong, caring individual who contributed much to and enhanced the quality of life for countless Chicagoans, and do hereby extend our sincerest condolences to her devoted family and cherished friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Belle Whaley.

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, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Presented By

ALDERMAN SOLIZ (25th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF EAST 28TH STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of West 28th Street, lying between the west line of South Western Avenue and the east line of South Artesian Avenue, and South Artesian Avenue, lying between the northerly line of West 31st Street and the north line of West 28th Street extended west for the Public Building Commission (No. 25-25-89-1405), said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Soliz 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 Soliz, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- COMMITTEE ON HUMAN RIGHTS AND CONSUMER PROTECTION URGED TO HOLD HEARINGS ON USE OF PUBLIC PROPERTY BY PRIVATE YACHT CLUBS.

Also, a proposed resolution urging the Committee on Human Rights and Consumer Protection to conduct public hearings on the use of public lake front

property by private yacht clubs. Two committees having been called, the Committee on Human Rights and Consumer Protection and the Committee on Committees, Rules and Ethics, the said proposed resolution was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN SOLIZ (25th Ward) And OTHERS:

Referred -- COMMITTEE ON COMMITTEES, RULES AND ETHICS URGED TO HOLD PUBLIC HEARING TO CONSIDER POSTPONEMENT OF FEBRUARY, 1991 ALDERMANIC ELECTIONS.

Also, a proposed resolution, presented by Aldermen Soliz, Garcia and Gutierrez, urging the Committee on Committees, Rules and Ethics to hold a public hearing to consider whether aldermanic elections scheduled for February, 1991 should be postponed pending population data to be released by the U. S. Bureau of the Census, which was *Referred to the Committee on Committees, Rules and Ethics.*

Presented By

ALDERMAN BUTLER (27th Ward):

CITY OF CHICAGO TO CONDUCT NEEDS ASSESSMENT OF MATERNAL CHILD HEALTH CARE CLINICS.

A proposed ordinance reading as follows:

WHEREAS, The United Nations has declared 1990 the Year of the Child, to bring leaders of the world together to address the needs of children and to establish goals and strategies for their health, their education and for community services to protect and nurture them; and

WHEREAS, The City of Chicago's Department of Health has an established tradition of promoting and protecting the health and wellness of children 0 to 6 years of age through the operation of its Maternal and Child Health Clinics ("Clinics"); and

WHEREAS, The Clinics also provide prenatal care to approximately 25% of pregnant women in the City, over 80% of whom have family income below current federal poverty levels; and

WHEREAS, There currently exists in the City of Chicago a need to maintain and expand Clinic services in order to assist in the reduction of infant mortality, morbidity, and underdevelopment, as well as to provide other vital preventive health services, e.g. immunizations to all Chicago children, from the age of 2 months and up; and

WHEREAS, The persistently high infant mortality rates in the City of Chicago and the measles outbreak of 1989 further demonstrate the need to assure the availability of these services within the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the City of Chicago shall maintain its current commitment to children's health through operation of the clinics and shall conduct a needs assessment of these services to determine how they can be better utilized and expanded. Said needs assessment shall include opportunities for public input from the communities served by these clinics.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

Alderman Butler 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 Butler, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- EXEMPTION OF RUSH-PRESBYTERIAN-ST. LUKE'S MEDICAL CENTER FROM ALL 1991 CITY PERMIT AND LICENSE FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing inclusive exemption from all 1991 City permit and license fees to Rush-Presbyterian-St. Luke's Medical Center under its individual not-for-profit status, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMIT TO OPERATE NEWSSTAND ON NORTHWEST CORNER OF WEST OGDEN AVENUE AND WEST MADISON STREET.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to Ms. Ruby Lake for the operation of a newsstand on the northwest corner of West Ogden Avenue and West Madison Street on a daily basis, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST ADAMS STREET FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Streets and Sanitation to grant permission to Calhoun School to close to traffic the 2800 block of West Adams Street, Monday through Friday, during the hours of 8:30 A.M. through 9:00 A.M. and 2:25 P.M. through 2:45 P.M. for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN E. SMITH (28th Ward):

Referred -- SUPERINTENDENT OF POLICE URGED TO INSTITUTE UPDATED PSYCHOLOGICAL TESTING SYSTEM FOR POLICE CANDIDATES.

A proposed resolution urging the Superintendent of Police to contract with qualified hospitals and medical associations in an effort to provide a more equitable psychological testing system for police candidates, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Presented By

ALDERMAN BIALCZAK (30th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PUBLIC ALLEY BOUNDED BY WEST GEORGE STREET, WEST DIVERSEY AVENUE, NORTH KOLMAR AVENUE AND NORTH KILBOURN AVENUE.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley in the block bounded by West George Street, West Diversey Avenue, North Kolmar Avenue and North Kilbourn Avenue for the Board of Education (No. 21-30-90-1545), said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Bialczak 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 Bialczak, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Bialczak moved to reconsider the foregoing vote. The motion was lost.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF WEST COURTLAND AVENUE FOR SCHOOL PURPOSES.

Also, a proposed order directing the Commissioner of Public Works to grant permission to Sister Neoma Suttmiller, Saint Philomena School, to close to traffic that portion of West Courtland Avenue, from North Kedvale Avenue to North Karlov Avenue, Monday through Friday, during the hours of 12:30 P.M. through 12:40 P.M. and 2:30 P.M. through 2:50 P.M. for the 1990 -- 1991 school year, for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented For

ALDERMAN FIGUEROA (31st Ward):

PERMISSION TO HOLD SIDEWALK SALE ON PORTION OF WEST HADDON AVENUE.

A proposed order presented by Alderman Garcia, directing the Commissioner of Public Works to grant permission to Buyer Flea Mart to conduct a sidewalk sale on that portion of West Haddon Avenue, from 4500 west to 4550 west, during the weekends of November 3 through 4, 10 through 11, 17 through 18 and 24 through 25, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN MELL (33rd Ward):

APPROVAL OF PROPERTIES AT 2655 AND 2711 WEST IRVING PARK ROAD AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

A proposed resolution to approve the properties at 2655 and 2711 West Irving Park Road as eligible for Class 6(b) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic Development.*

Presented By

ALDERMAN KOTLARZ (35th Ward):

DRAFTING OF ORDINANCE FOR VACATION OF PORTION OF WEST EDDY STREET.

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 of the remaining part of West Eddy Street lying between the easterly right-of-way line of the John Fitzgerald Kennedy Expressway and a line 332 feet east thereof (No. 15-35-90-1446), said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed order was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak,Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- ISSUANCE OF PERMIT TO MAINTAIN AND USE EXISTING CANOPY AT 3801 WEST FULLERTON AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to LaRosita Restaurant to maintain and use one canopy attached to the building or structure at 3801 West Fullerton Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN AND USE EXISTING CANOPY AT 3139 NORTH CENTRAL AVENUE.

A proposed order directing the Commissioner of General Services to issue a permit to Pepe's Mexican Restaurant to maintain and use one canopy attached to the building or structure at 3139 North Central Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN CULLERTON (38th Ward):

Referred -- APPROVAL OF PLAT OF PONTARELLI'S LAWRENCE AVENUE RESUBDIVISION AT SOUTHWEST CORNER OF WEST LAWRENCE AVENUE AND NORTH MELVINA AVENUE.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of Pontarelli's Lawrence Avenue Resubdivision located at the southwest corner of West Lawrence Avenue and North Melvina Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMIT TO MAINTAIN AND USE EXISTING CANOPY AT 5610 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of General Services to issue a permit to Fashion Enterprises, Incorporated to maintain and use one canopy attached to the building or structure located at 5610 West Belmont Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN LAURINO (39th Ward):

Referred -- ERECTION OF BUS PASSENGER SHELTERS ON PORTIONS OF SPECIFIED PUBLIC WAYS.

Two proposed orders to consider the erection of bus passenger shelters on portions of specified public ways, which were *Referred to the Committee on Local Transportation,* as follows:

Northwest corner of West Argyle Street and North Pulaski Road; and

Northeast corner of North Lawndale Avenue and West Foster Avenue.

Presented By

ALDERMAN PUCINSKI (41st Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO ZONING ORDINANCE) ARTICLES 4 AND 7 BY DEFINING AND REGULATING R1(A) SINGLE-FAMILY RESIDENCE DISTRICTS.

A proposed ordinance to amend Municipal Code Chapter 194A, also known as the Chicago Zoning Ordinance, Articles 4 and 7, by defining and regulating R1(A) Single-Family Residence Districts, which was *Referred to the Committee on Zoning.*

Presented By

ALDERMAN NATARUS (42nd Ward):

HONORARY DESIGNATION OF PORTION OF NORTH CLARK STREET AS "SANDBERG TERRACE".

A proposed ordinance reading as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of North Clark Street between West Division Street and West North Avenue as "Sandburg Terrace".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

PORTION OF NORTH MC CLURG COURT TO RECEIVE HONORARY DESIGNATION OF "WILLIAM S. PALEY PLACE".

Also, a proposed ordinance reading as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of North McClurg Court between East Erie Street and East Ontario Street as "William S. Paley Place".

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Alderman Natarus moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed ordinance. The motion *Prevailed.*

On motion of Alderman Natarus, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 26.3, SECTION 26.3-1(b) BY REDEFINING "CANDIDATE" AS USED WITHIN CHICAGO ETHICS ORDINANCE.

Also, a proposed ordinance to amend Municipal Code Chapter 26.3, Section 26.3-1(b) by adding language which would further define the term "Candidate" as used within the Chicago Ethics Ordinance to include individuals who seek nomination, election or retention in a public office and either qualify for or receive contributions and/or make expenditures in this regard, which was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- ESTABLISHMENT OF TAXICAB STAND NUMBER 605 ON PORTION OF NORTH DEARBORN STREET.

Also, a proposed ordinance to establish Taxicab Stand Number 605 on that part of North Dearborn Street, along the west curb, from a point 20 feet south of the south building line of West Erie Street, to a point 66 feet south thereof, for three vehicles, which was *Referred to the Committee on Local Transportation.*

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED TAXICAB STAND NUMBER 435 ON PORTION OF EAST SUPERIOR STREET.

Also, a proposed ordinance to repeal the ordinance passed by the City Council on May 6, 1966 (Council Journal page 6734) which authorized the establishment of Taxicab Stand Number 435 on East Superior Street along the north curb, from a point 30 feet west of the west building line of North Michigan Avenue to a point 43 feet west thereof, which was *Referred to the Committee on Local Transportation.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO MKDG/HOTEL VENTURE.

Also, a proposed ordinance to amend an ordinance passed by the City Council on July 12, 1990 (Council Journal page 18433) which authorized a grant of privilege to MKDG/Hotel Venture, by striking from Section 1 the distance of "one hundred twenty-five (125) feet" for said privilege and inserting in lieu thereof the distance of "one hundred twenty-three (123) feet" and by striking from Section 2 the compensation amount of "$13,673.00" and inserting in lieu thereof the compensation amount of "$5,354.00", which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF NORTH CLARK STREET FOR NEW YEAR'S EVE TELEVISION PROGRAM.

Also, a proposed order directing the Commissioner of Public Works to grant permission to WFLD-TV, FOX 32, to close to traffic that portion of North Clark Street, between West Ohio Street and West Ontario Street, from 10:00 A.M. on Monday, December 31, 1990 to 3:00 A.M. on Tuesday, January 1, 1991, for the conduct of a New Year's Eve television program, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- ISSUANCE OF PERMITS TO MAINTAIN AND USE EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

CBS, Incorporated -- one canopy at 630 North McClurg Court;

Lawry's The Prime Rib, Incorporated -- one canopy at 100 East Ontario Street; and

Malisoff Hotel Partnership, doing business as Best Western River North Hotel -- seven (7) canopies at 545 North LaSalle Street.

Referred -- ISSUANCE OF PERMITS TO SET BACK CURBS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Public Works to issue permits to the applicants listed to set back curbs adjacent to the locations specified, which were *Referred to the Committee on Streets and Alleys,* as follows:

Broadacre Development -- 505 East Illinois Street;

Lowenberg/Fitch Partnership, P.C. -- 111 West Maple Street; and

Stackler Properties, Incorporated -- 70 East Walton Street.

Referred -- PERMISSION TO INSTALL CONCRETE PLANTERS ON PORTION OF PUBLIC WAY ADJACENT TO 505 AND 525 NORTH MICHIGAN AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Inter-Continental Hotels Corporation to install concrete planters on that portion of the public way adjacent to the premises at

505 and 525 North Michigan Avenue, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION TO STREETSCAPE AND LANDSCAPE PORTION OF PUBLIC WAY ADJACENT TO 750 NORTH RUSH STREET.

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permits to Jacobs/Ryan Associates to install sidewalks, curbs, landscaping and wrought iron fencing on that portion of the public way adjacent to the premises at 750 North Rush Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- ISSUANCE OF PERMITS TO ERECT SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Inspectional Services to issue permits to the applicants listed for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Zoning*, as follows:

Ben A. Borenstein and Company -- 110 East Oak Street for Hermes of Paris; and

Scadron Enterprises -- 169 West Ontario Street.

Referred -- DEPARTMENT OF POLICE URGED TO CREATE REVIEW BOARD TO OVERSEE INCIDENTS INVOLVING FIRING OF WEAPONS BY POLICE OFFICERS.

Also, a proposed resolution urging the Department of Police to create a

Review Board which would review all incidents involving the firing or discharging of weapons by police officers resulting in injury or death to persons, which was *Referred to the Committee on Police, Fire and Municipal Institutions.*

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

Jackie's Restaurant -- for two (2) canopies at 2478 North Lincoln Avenue; and

Lincoln Park Tower Condominium Association -- for one (1) canopy at 1960 Lincoln Park West.

Referred -- DEPARTMENT OF PUBLIC WORKS URGED TO UNDERTAKE STUDY OF TRAFFIC AND PARKING CONGESTION WITHIN FORTY-THIRD WARD.

Also, a proposed resolution urging the Department of Public Works to undertake a complete study of traffic and parking congestion within the 43rd Ward, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- ISSUANCE OF PERMIT TO MAINTAIN EXISTING CANOPIES AT 2827 -- 2833 NORTH CLARK STREET.

A proposed order directing the Commissioner of General Services to issue a permit to Kiyo's, Incorporated, to maintain and use two canopies attached to the building or structure at 2827 -- 2833 North Clark Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- SOLDIER FIELD TO BE RENAMED "VETERANS STADIUM" AND PRESERVED AS MONUMENT AND TRIBUTE TO CHICAGO VETERANS.

Also, a proposed resolution to rename Soldier Field as "Veterans Stadium" and to preserve said structure as a monument and tribute to veterans in Chicago, which was *Referred to the Committee on Intergovernmental Relations.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- ISSUANCE OF PERMITS TO MAINTAIN EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the maintenance and use of canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys,* as follows:

Mr. Joseph Maranto, doing business as Villa D'Oro -- for one canopy at 5531 North Milwaukee Avenue; and

Six Corners Plaza Limited Partnership -- for one canopy at 3970 North Milwaukee Avenue.

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- PERMISSION TO INSTALL UNDERGROUND SPRINKLER SYSTEM ON PORTION OF NORTH LAKE SHORE DRIVE.

A proposed order directing the Commissioner of Public Works to grant permission to the 3520 North Lake Shore Drive Condominium Association for the installation of an underground sprinkler system adjacent to 3520 North Lake Shore Drive, which was *Referred to the Committee on Streets and Alleys.*

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- PERMISSION TO CONDUCT VIGIL ON PORTION OF NORTH PAULINA STREET.

A proposed order directing the Commissioner of Public Works to grant permission to Mr. Chuck Kilmer, for the conduct of a vigil in front of 4721 North Paulina Street, for the period of November 10 and 11, 1990, which was *Referred to the Committee on Beautification and Recreation.*

Presented By

ALDERMAN STONE (50th Ward):

Referred -- EXEMPTION OF PROPERTY AT 6013 NORTH RIDGE BOULEVARD FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY.

A proposed ordinance directing the Commissioner of Public Works to exempt Mr. Leo Cios from the physical barrier requirement pertaining to alley accessibility for the parking facility at 6013 North Ridge Boulevard, pursuant to the provisions of Municipal Code Chapter 33, Section 33-19.1, which was *Referred to the Committee on Streets and Alleys.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Adler Planetarium -- all construction associated with the east addition to the existing mid-level, the west expansion and the escalator project on the premises known as 1300 South Lake Shore Drive.

The Art Institute of Chicago -- interior renovation on the premises known as South Michigan Avenue and East Adams Street.

BY ALDERMAN STEELE (6th Ward):

Mercy Hospital and Medical Center -- construction of a new facility on the premises known as 8529 South State Street.

BY ALDERMAN STREETER (17th Ward):

First Corinthians Missionary Baptist Church -- construction of a new facility on the premises known as 7500 South Halsted Street.

BY ALDERMAN SHEAHAN (19th Ward):

The Washington and Jane Smith Home -- renovation of and addition to dietary facilities on the premises known as 2340 West 113th Place.

BY ALDERMAN HENRY (24th Ward):

Saint James Church -- demolition of property on the premises known as 4145 -- 4153 West Roosevelt Road.

BY ALDERMAN SOLIZ (25th Ward):

Mount Sinai Hospital and Medical Center -- ambulatory surgery renovation project and construction of an additional linear accelerator on the premises known as South California Avenue at West 15th Street (2).

BY ALDERMAN GUTIERREZ (26th Ward):

Children's Place Association -- remodeling and construction on the premises known as 3059 West Augusta Boulevard.

BY ALDERMAN DAVIS (29th Ward):

P.R.I.D.E. -- African Village Partnership Project, 342 South Laramie Avenue.

Loretto Hospital, 645 South Central Avenue.

BY ALDERMAN GILES (37th Ward):

Orr Community High School -- construction of building on the premises known as 730 North Pulaski Road.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN T. EVANS (4th Ward):

Abraham Lincoln Centre, 3858 South Cottage Grove Avenue.

BY ALDERMAN HENRY (24th Ward):

Urban Programs/West -- Young Mens Christian Association Day Care Center, 3210 West Arthington Street.

BY ALDERMAN LAURINO (39th Ward):

Bohemian Home for the Aged, 5061 North Pulaski Road.

BY ALDERMAN EISENDRATH (43rd Ward):

Grant Hospital, 550 West Webster Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Home, 4950 North Ashland Avenue.

Bethany Methodist Hospital, 5025 North Paulina Street.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Jewish Federation of Metropolitan Chicago, 1 South Franklin Street -- annual canopy and revolving door inspection fee and public place of assembly inspection fees (2).

Pacific Garden Mission, various locations -- annual building inspection fees, annual sign inspection fees, annual public place of assembly inspection fees and annual heating system inspection fees (6).

Safer Foundation, 571 West Jackson Boulevard -- annual sign inspection fees and annual heating system inspection fee (2).

BY ALDERMAN T. EVANS (4th Ward):

Child Care Society, 5467 South University Avenue -- annual fuel burning equipment inspection fee.

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center, 6501 South Promontory Drive -- annual sign inspection fee.

BY ALDERMAN BEAVERS (7th Ward):

Parish Cooperative in South Chicago, 8731 South Exchange Avenue -- annual building inspection fee.

Saint Bronislava Parish, 8708 South Colfax Avenue -- annual building inspection fee.

Saint Mary Magdalene Rectory, 8425 South Saginaw Avenue -- annual building inspection fees (2).

BY ALDERMAN FARY (12th Ward):

Misericordia Home, 2916 West 47th Street -- annual heating system inspection fee.

BY ALDERMAN GARCIA (22nd Ward):

Chicago Boys and Girls Clubs, various locations -- annual building inspection fee and annual fuel burning equipment inspection fee (2).

BY ALDERMAN SOLIZ (25th Ward):

Saint Anthony's Hospital, 2875 West 19th Street -- annual sign inspection fees.

BY ALDERMAN GARCIA for *ALDERMAN FIGUEROA* (31st Ward):

Gateway Foundation, 1706 North Kedzie Avenue -- annual fuel burning equipment inspection fee.

West Town Work Center, 1801 North Spaulding Avenue -- annual heating system inspection fee.

BY ALDERMAN GABINSKI (32nd Ward):

Church of Saint Helen, 2319 West Augusta Boulevard -- annual building inspection fee.

Saint Mary of Nazareth Hospital, 2233 West Division Street -- annual driveway maintenance and inspection fees, boiler and unfired pressure vessel inspection fees, annual fuel burning equipment inspection fee and annual building inspection fee (5).

BY ALDERMAN MELL (33rd Ward):

Saint Paul's House, 2800 West Grace Street/3831 North Mozart Street -- boiler and unfired pressure vessel inspection fees.

BY ALDERMAN PUCINSKI (41st Ward):

Polish American Congress Mutual Aid Association, 5844 North Milwaukee Avenue -- annual building inspection fee.

Evangelical Lutheran Church of America, various locations -- annual sign inspection fee, annual building inspection fees and annual mechanical ventilation inspection fee (4).

Norwood Park Home, 6016 North Nina Avenue -- fuel burning equipment inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Immaculate Conception Church, 1431 North Park Avenue -- semi-annual elevator inspection fees (2).

Latin School of Chicago, 1527 North Dearborn Street -- annual ventilation inspection fee.

Northwestern Memorial Hospital, various locations -- annual building inspection fees, annual public place of assembly inspection fee and annual boiler and unfired pressure vessel inspection fee (5).

Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- semi-annual elevator inspection fees and sign fee (3).

BY ALDERMAN SCHULTER (47th Ward):

Bethany Hospital, 5025 North Paulina Street -- annual mechanical ventilation inspection fee.

Methodist Hospital, various locations -- annual sign inspection fees.

BY ALDERMAN M. SMITH (48th Ward):

Self Help Home for the Aged, Incorporated, 908 West Argyle Street -- annual heating system inspection fee and annual exhaust system inspection fee (2).

Swedish American Museum Center, 5211 North Clark Street -- semi-annual elevator inspection fee.

BY ALDERMAN ORR (49th Ward):

Augustana Center, 7464 North Sheridan Road -- annual refrigeration inspection fee, annual mechanical ventilation inspection fee and boiler and unfired pressure vessel inspection fee (3).

Congregation Beth Sholom of Rogers Park, 1233 West Pratt Avenue -- annual refrigeration inspection fee.

BY ALDERMAN STONE (50th Ward):

Center for the Rehabilitation and Training of Persons with Disabilities, 6610 North Clark Street -- fire alarm box inspection fee, annual building inspection fees and semi-annual elevator inspection fees (3).

Ezras Israel Synagogue, 7001 North California Avenue -- annual refrigeration inspection fee.

North Shore Post No. 21, 6040 North Clark Street -- annual public places of assembly inspection fee and annual driveway maintenance inspection fee (2).

Northwest Home for the Aged, 6300 North California Avenue -- semi-annual elevator inspection fee.

Virginia Frank Child Development Center/Jewish Federation of Metropolitan Chicago, 3033 West Touhy Avenue -- annual refrigeration inspection fee and mechanical ventilation inspection fee (2).

REFUND OF FEES.

BY ALDERMAN EISENDRATH (43rd Ward):

DePaul University, 2350 North Kenmore Avenue -- refund in the amount of $38,499.20.

BY ALDERMAN HANSEN (44th Ward):

Second Unitarian Church, c/o Mr. Lino A. Darchun, 656 West Barry Avenue -- refund in the amount of $2,128.34.

BY ALDERMAN SHILLER (46th Ward):

Saint Mary of the Lake Church, 4200 North Sheridan Road -- refund in the amount of $120.00.

APPROVAL OF JOURNALS OF PROCEEDINGS.

JOURNAL (October 3, 1990).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on October 3, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL (October 10, 1990).
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on October 10, 1990 at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

AMENDMENT OF MUNICIPAL CODE CHAPTER 194A (CHICAGO ZONING ORDINANCE) BY ADDITION OF NEW PARAGRAPH 11.7A3(9) REGULATING YARD DEPTH REDUCTION IN CHICAGO LANDMARK DISTRICTS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 3, 1990, pages 21831 and 21832, recommending that the City Council pass a proposed substitute ordinance amending Chapter 194A of the Municipal Code (Chicago Zoning Ordinance) by the addition of a new paragraph 11.7A3(9) regulating yard depth reduction in Chicago Landmark Districts.

On motion of Alderman Banks, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Municipal Code of Chicago, Chapter 194A, the Chicago Zoning Ordinance, is hereby amended by adding the following new paragraph (9) in italics to Article 11.7A3, as follows:

11.7A3 (9)

To permit a reduction in the depth of any yard required by the applicable regulations when such yard is located in an official Chicago Landmark District and where such yard reduction shall meet the predominate yard depth of buildings contributing to the district's character and when such yard reduction is approved by the Commission on Chicago Landmarks.

SECTION 2. This ordinance shall be in full force after its passage and due publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 3, 1990, pages 21832 through 21838, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C3-5 Commercial-Manufacturing District symbols and indications as shown on Map No. 1-F in area bounded by:

a line 258.46 feet north of West Washington Boulevard; North Jefferson Street; a line 75.67 feet north of West Washington Boulevard; and the alley next west of and parallel to North Jefferson Street,

to those of a C3-6 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 1-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-G in area bounded by:

the alley next north of and parallel to West Erie Street; a line 25 feet east of North Armour Street; West Erie Street; and North Armour Street,

to those of a B2-2 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 6-G in area bounded by:

West Fuller Street; South Loomis Street; South Archer Avenue; South Grady Court; and the south line of the Stevenson Expressway,

to those of an R1 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 8-F in the area bounded by:

a line 464.80 feet north of West 35th Street; the alley next east of and parallel to South Parnell Avenue; a line 434.60 feet north of West 35th Street; and South Parnell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-F.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-F in the area bounded by:

West 35th Street; the alley next east of and parallel to South Union Avenue; a line 24 feet south of West 35th Street; and South Union Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-1 Restricted Manufacturing District symbols and indications as shown on Map No. 12-J in the area bounded by:

West 51st Street; South St. Louis Avenue; West 53rd Street or the line thereof extended where no street exists; and the westerly right-of-way line of the Grand Trunk Railroad,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 12-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 12-M in the area bounded by:

a line 114.5 feet north of and parallel to West 52nd Street; South Mulligan Avenue; West 52nd Street; and the alley next west of South Mulligan Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 Single-Family Residence District symbols and indications as shown on Map No. 14-M in area bounded by:

a line 327 feet south of and parallel to West 53rd Street; the alley next east of South Nordica Avenue; a line 417 feet south of and parallel to West 53rd Street; and South Nordica Avenue,

to those of an R2 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 14-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 Single-Family Residence District symbols and indications as shown on Map No. 14-M in area bounded by:

a line 60 feet south of and parallel to West 62nd Street; South Melvina Avenue; a line 120 feet south of and parallel to West 62nd Street to the alley next west of South Melvina Avenue,

to those of an R2 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Re-Referred -- AMENDMENT OF CHICAGO ZONING ORDINANCE TO RECLASSIFY AREA SHOWN ON MAP NUMBER 9-O.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of October 3, 1990, pages 21832 through 21838, recommending that the City Council pass said proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

Alderman Cullerton moved to re-refer to the Committee on Zoning the proposed ordinance to reclassify the area shown on Map Number 9-O, and appearing on page 21836 of said Journal of the Proceedings.

The motion *Prevailed* and the said proposed ordinance was *Re-Referred to the Committee on Zoning.*

EXECUTION OF AGREEMENT WITH DIGINET COMMUNICATIONS, INCORPORATED-MIDWEST FOR INSTALLATION AND OPERATION OF TELECOMMUNICATIONS SYSTEM IN PUBLIC WAY.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Streets and Alleys, deferred and published in the Journal of the Proceedings of July 31, 1990, pages 19564 through 19621, recommending that the City Council pass a proposed substitute ordinance executing an agreement with Diginet Communications, Incorporated-Midwest for installation and operation of a telecommunications system in the public way.

Alderman Levar then moved to *Substitute* for the proposed substitute ordinance deferred and published in the Journal of the Proceedings of July 31, 1990. The motion to substitute *Prevailed.*

Thereupon, on motion of Alderman Levar, the substitute for the substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Segments of the telecommunications industry are becoming competitive; and

WHEREAS, Various persons have requested permission to place and/or use already installed two-way high-speed telecommunications systems, consisting primarily of fiber optic cables for common or contract carriage for compensation of telecommunications services and facilities within the City of Chicago (the "City") in the public ways of the City; and

WHEREAS, It is in the best interest of the City to facilitate the development of state-of-the-art telecommunications systems serving the City; and

WHEREAS, It is in the best interest of the City that the City receive fair and reasonable compensation from persons using the public assets of the streets and ways for telecommunications; and

WHEREAS, The City wishes to enter into agreements which are uniform in terms and conditions to the greatest extent possible with qualified persons who have requested permission to place telecommunications systems, consisting primarily of fiber optic cables, in the streets and public ways, in order to provide telecommunications services within the City; and

WHEREAS, Diginet Communications, Incorporated-Midwest ("Grantee") is a Delaware corporation, a wholly owned subsidiary of Diginet Communications, Incorporated, a privately held Nevada corporation ("Diginet") and is engaged in the business of common or contract carriage for compensation of high-speed telecommunications services and facilities; and

WHEREAS, Diginet was granted authority to install and maintain a telecommunications cable in the public ways of the City pursuant to an ordinance adopted by the City Council on January 23, 1985, which authorization expired on January 23, 1990 (the "Prior Ordinance"); and

WHEREAS, Grantee wishes to assume and expand Diginet's authorization to use the public ways of the City in order to maintain and operate a telecommunications system using existing cable owned by a third party, as well as to construct, maintain and operate a larger telecommunications system, consisting primarily of fiber optic cables, and wishes to replace Diginet's grant set forth in the Prior Ordinance with an expanded and longer-term grant to use the public ways of the City for such purposes; and

WHEREAS, Grantee and the City are willing to enter into an agreement in substantially the form attached hereto as Exhibit A, upon approval of the form of such agreement by ordinance of this City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Subject to approval of the Corporation Counsel as to form and legality, the Mayor, the Commissioner of the Department of General Services and the Commissioner of the Department of Public Works are

authorized to execute, on behalf of the City, and the City Clerk is authorized to attest to an agreement between the City and Diginet Communications, Incorporated-Midwest (the "Grantee"), substantially in the form attached hereto as Exhibit A (the "Agreement"), subject to such changes as may be approved by the Mayor, the Commissioner of General Services and the Commissioner of Public Works consisting primarily of fiber optic facilities, in the public ways of the City in order to provide service within the City. Only upon execution of the Agreement by the authorized officials of the City and the Grantee shall Grantee be authorized to maintain and operate its telecommunications system using cable provided by a third party and to construct, install, maintain and operate such telecommunications system in the public ways of the City pursuant to the terms thereof.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

SECTION 3. All ordinances and resolutions, or parts thereof, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

Exhibit "A" attached to this ordinance reads as follows:

Exhibit "A".

Telecommunications System Use Agreement.

City Of Chicago, Illinois

And

Diginet Communications, Inc.-Midwest.

This Telecommunications System Use Agreement (the "Agreement"), made and executed as of this _____ day of _____, 1990 (the "Effective Date") by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois and Diginet Communications, Inc.-Midwest, a Delaware

corporation (the "Grantee") and a wholly owned subsidiary of Diginet, Inc., a privately held Nevada corporation ("Diginet"):

Witnesseth:

Whereas, Section 6(a) of Article VII of the Illinois Constitution provides that a home rule unit "may exercise any power and perform any function pertaining to its government and affairs included, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare....."; and

Whereas, Diginet was granted authority to install and maintain a telecommunications cable in the public ways of the City pursuant to an ordinance adopted by the City Council on January 23, 1985, which authorization expired on January 23, 1990 (the "Prior Ordinance"); and

Whereas, Grantee wishes to assume and expand Diginet's authorization to use the streets and public ways of the City in order to maintain and operate an existing telecommunications system in the City using cable provided by a third party and to construct, maintain and operate and install an expanded telecommunications system in the public ways and streets of the City, which telecommunications system will transmit signals for compensation and at high-speed primarily along fiber optic cables, and Grantee wishes to replace Diginet's grant described in the Prior Ordinance with an expanded and longer grant for such purposes; and

Whereas, In order to maintain and operate an existing telecommunications system,using cable provided by a third party and to construct, install, operate and maintain an expanded telecommunications system and offer telecommunications services on such system for compensation, Grantee must either lease or place conduits, cables and associated telecommunications facilities in certain of the "public ways" (as herein defined) of the City; and

Whereas, The City and the Grantee have reached an agreement as to the terms under which Grantee will be permitted to use certain portions of the streets and public ways of the City to construct, install, operate and maintain its telecommunications system (including such portions as are presently leased from third parties); and

Whereas, The form of such agreement has been approved by an ordinance adopted by the City Council of the City on _____, 1990;

Now, Therefore, It is hereby agreed by the parties hereto as follows:

Section 1. Definitions.

1.1 "Additional Compensation" shall mean the processing fee and nonmonetary rights, privileges and facilities to be provided the City by Grantee pursuant to Section 5.2.

1.2 "Adjustment Dates" shall mean March 12, 1991, January 1, 1996 and January 1, 2001.

1.3 "Affiliate" with respect to any entity, shall include any subsidiary or parent or intermediary corporation of such entity or any entity which is under control of a parent, subsidiary or intermediary of such entity or any entity which is capable of exercising a substantial degree of control over such entity through ownership of stock or partnership interests in such entity. The term "control" shall mean the right to exercise directly or indirectly the voting rights or the power to direct or cause the direction of management policies of the controlled or intermediary entity. In the case of tax-exempt organizations, the term "Affiliate" shall also include tax exempt organizations which are related for purposes of unrelated business income determinations made in accordance with Sections 511 through 514 of the Internal Revenue Code and corresponding regulations, case law and Internal Revenue Service rulings.

1.4 "Annual Gross Billings Based Fee" shall mean an amount equal to three percent (3%) of Grantee's Total Gross Billings during a Compensation Year.

1.5 "ATS" shall mean Western Union ATS, Inc., a Delaware corporation and a wholly-owned subsidiary of MCI Corporation, a _____ corporation.

1.6 "Authorized Routes" shall mean the lineal routes within specified Public Ways of the City which Grantee is authorized to use, subject to the requirements and limitations of this Agreement, consisting of the Prior Authorized Footage, the Leased Footage and the New Footages all as set forth in Exhibit 1 attached hereto and made a part hereof. The Leased Footage and the proposed New Footage are further depicted on the map set forth in Exhibit 3.

1.7 "Cable Television System" shall mean any system in the City required to be franchised by the City pursuant to Chapter 113.1 of the Code in order to operate within the City, including any system consisting of a set of closed transmission paths with associated signal generation and/or reception and control equipment designed to distribute the following services to members of the public who subscribe therefor: (1) one-way transmission of video and audio programming provided by, or considered comparable to programming provided by, a television broadcast station, (2) information that an operator of a Cable Television System makes available to all subscribers generally

and (3) incidental subscriber interaction required for the selection of such programming and information.

1.8 "Chicago Freight Tunnels" shall mean the freight tunnels running below certain streets of the City, as more fully illustrated in Exhibit 2 attached hereto and made a part hereof.

1.9 "City Council" shall mean the City Council of Chicago.

1.10 "Code" shall mean the Municipal Code of Chicago (1990), as amended from time to time.

1.11 "Compensation Year" shall be a twelve-month period beginning on January 1 and ending on December 31 provided that the first Compensation Year shall begin on the effective date of this Agreement and end on December 31, 1990.

1.12 "Contractor" shall mean collectively any contractor, subcontractor, agent or consultant employed by Grantee or an Affiliate to construct, install, operate or maintain Grantee's Telecommunications System. A Contractor may be an Affiliate.

1.13 "Diginet" shall mean Diginet, Inc., a privately held Nevada corporation.

1.14 "Downtown Business Area" shall mean the area encompassed within and by the following boundaries within the City:

> A line extending from Lake Michigan on the east at the north curb line of Oak Street proceeding southerly along the shoreline of Lake Michigan to 15th Street; proceeding along the south curb line of 15th Street from said shoreline west to Halsted Street; proceeding north along the west curb line of Halsted Street to Grand Avenue; proceeding along the north curb line of Grand Avenue east to State Street; proceeding along the west curb line of State Street to Oak Street and proceeding along the north curb line of Oak Street east to Lake Michigan.

1.15 "General Compensation" shall mean amounts Grantee is required to pay to the City pursuant to Section 5.1 of this Agreement.

1.16 "Grantee" shall mean Diginet Communications, Inc.-Midwest, a wholly owned subsidiary of Diginet.

1.17 "Interexchange Telecommunications Service" shall mean telecommunications service between points in two or more exchanges as

defined in Chapter 111-2/3 §13-201 et seq. of the Illinois Revised Statutes, as amended, including but not limited to "long distance" service.

1.18 "Leased Footage" shall mean the 23,585 lineal feet in the Public Ways currently occupied by that portion of Grantee's Telecommunications System leased from ATS, as set forth in Part II of Exhibit 1.

1.19 "Minimum Annual Fee" shall mean the minimum amount payable, calculated on the basis of a twelve-month period, to the City as General Compensation during any compensation year pursuant to Section 5 hereof, and shall be based on a formula calculated as follows:

$3.54 per linear foot which the Authorized Routes occupy in the Downtown Business Area; and

$1.77 per linear foot which the Authorized Routes occupy outside of the Downtown Business Area.

Subject to Section 3.4 hereof, in calculating the Minimum Annual Fee, the number of lineal feet of Authorized Routes is determined without regard to the number of conduits, cables, fibers or other telecommunications facilities to be installed by Grantee in a particular portion of the Public Ways.

1.20 "New Footage" shall mean the 34,232 lineal feet in or under the Public Ways Grantee is authorized to use to expand its Telecommunications System, as set forth in Part III of Exhibit 1.

1.21 "Ordinance" shall mean the ordinance adopted by the City Council on _____, and authorizing the execution of this Agreement by the Mayor, the Commissioner of the Department of General Services, the Commissioner of the Department of Public Works and the City Clerk of the City.

1.22 "Prior Authorized Footage" shall mean the 4,858 lineal feet of the Public Ways Diginet was authorized to use to construct, operate and maintain a Telecommunications System, as set forth in Part 1 of Exhibit 1, pursuant to the Prior Ordinance.

1.23 "Prior Ordinance" shall mean the Ordinance adopted by the City Council on January 23, 1985 which authorized Diginet to construct, operate and maintain a Telecommunications System in the Public Ways along the Prior Authorized Footage.

1.24 "Public Ways" shall mean the surface, the air space above the surface and the area below the surface of any right- of-way and public street and any highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park,

parkway, waterway or other public right-of-way including public utility easements or rights-of-way in which the City has jurisdiction, and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the City in which the City holds rights sufficient, without consent of any other party, to permit Grantee the use thereof for the purpose of installing or maintaining Grantee's Telecommunications System. The term "Public Ways" shall be deemed to include the Chicago Freight Tunnels unless specifically herein excepted.

1.25 "Telecommunications Carrier" shall mean every corporation, company, association, joint stock company or association, firm, partnership or individual that owns, controls, operates, directly or indirectly, a Telecommunications System. For purposes of Section 12, "Telecommunications Carrier" does not include, however:

(1) a telecommunications carrier that is owned and operated by the United States of America or any of its agencies, or by the State of Illinois or any of its agencies, or by any political subdivision or municipal corporation of such State, or by a lessee or operating agent of any of the foregoing entities, so long as the Telecommunications System is operated for the use of such entity; or

(2) an entity that provides Telecommunications Services solely to itself or to any of its Affiliates for such Affiliate's internal purposes at cost and not for sale or resale to third parties with the objective of generating revenues or profits; or

(3) an entity that is obligated by law to provide communications service throughout the City; or

(4) a facilities-based interexchange telecommunications carrier to the extent it is providing Interexchange Telecommunications Services.

1.26 "Telecommunications Services" shall mean, except as provided by Section 5.1.3, the provision or offering (either directly or as a carrier for others) for rent, sale, resale or ease, or in exchange for other value received, of the transmittal of primarily high-speed communications signals (including the collection, storage, forwarding, switching and delivering of such signals) between points within the City, by means of a Telecommunications System; provided that the provision or offering of Telecommunications Services shall not include the operation of a Cable Television System or, except as provided in Section 5.1.3, the furnishing of Interexchange Telecommunications Services.

1.27 "Telecommunications System" shall mean a system, consisting primarily of fiber optic cables, for the provision of Telecommunications Services by means of electromagnetic, including light transmission, together with all related instrumentalities, facilities, apparatus, repeaters, conduit, splicing boxes and appurtenances; provided that no portion of a Telecommunications System shall also constitute all or any portion of a Cable Television System, except to the extent permitted under Section 2.1 hereof.

1.28 "Total Gross Billings" shall mean the sum of (1) all amounts billed by Grantee and/or due to Grantee to be paid in cash, credits or property of any kind or nature arising from or attributable to, directly or indirectly, or in any way derived from, Grantee's operation, lease, exchange or use of its Telecommunications System, or sale or lease of Telecommunications Services within the City, whether or not such amounts are actually collected and (2) any other revenue arising from the possession by Grantee of its rights under this Agreement. By way of example, but not of limitation, the term "Total Gross Billings" includes amounts derived from installation and construction charges, access charges paid to Grantee by other carriers, and the lease of lines, capacity or circuit paths to third parties. If Grantee does not bill a particular customer (including an Affiliate of Grantee) for Telecommunications Services provided by Grantee, then there shall be imputed as billings included within Total Gross Billings an amount equal to the billings that would have been billed by Grantee to a like customer for the provision of Telecommunications Services identical or as closely similar as possible in usage and nature to the Telecommunications Services being provided to the customer not being billed; provided that no billings shall be imputed related to the facilities and services provided the City without charge as part of the Additional Compensation. If Grantee does not bill itself for Telecommunications Services provided for its own internal use to the extent not needed for operation of Grantee's Telecommunications System, there shall be imputed as billings included within Total Gross Billings, the amount that would have been billed to a like customer for Telecommunications Services identical or as closely similar in nature and usage as possible to the Telecommunications Services being so used by Grantee. There shall be deducted from Total Gross Billings amounts billed to or paid by Grantee's customers for taxes on Telecommunications Services furnished by Grantee to the extent such taxes are imposed directly on Grantee's customers by a governmental unit, they are charged separately from normal service charges and such taxes are remitted by Grantee directly to the taxing authority. Except as specified in Section 5.1.2 regarding overpayments, no other expenses or allowances shall be deducted from Total Gross Billings. Total Gross Billings shall include amounts related solely to Grantee's Chicago-based operations. Total Gross Billings shall include any amounts charged or received by any Affiliate of Grantee using the Public Ways directly or indirectly to operate a Telecommunications System in the City, unless such Affiliate has received separate authorization for such purposes from the City Council.

Section 2. Grant Of Rights.

Section 2.1 Grant Of Rights.

The City hereby grants to Grantee the nonexclusive right to construct, install, repair, operate and maintain a Telecommunications System along the Authorized Routes on the terms and conditions set forth herein within its own conduits and/or existing conduits which conduits are authorized or otherwise lawfully permitted to occupy the City's Public Ways. This Agreement does not authorize Grantee to operate a Cable Television System, although Grantee may lease or resell capacity or bandwidth, or cables (subject to Section 4.2.2), to the operator of a Cable Television System provided said operator has first obtained a franchise pursuant to Chapter 113.1 of the Code. This Agreement does not contemplate that, except as provided in Section 5.1.3, Grantee shall engage in Interexchange Telecommunications Services or authorize Grantee to use the Authorized Routes for such purpose. Except as provided in Section 5.1.3, should Grantee wish to provide Interexchange Telecommunications Services using any part of the Public Ways, Grantee must apply to the City for separate authorization by ordinance.

Section 2.2 Term And Initial Expiration Date.

Subject to the survival of certain rights of the City to be indemnified and to have Grantee's Telecommunications System removed and the Public Ways restored as set forth in this Agreement, the term of this Agreement shall commence on the Effective Date and shall terminate, unless extended or renewed as provided herein, on December 31, 2005 (the "Initial Expiration Date").

Section 2.3 Right Of Renegotiation Of Certain Provisions.

2.3.1 Adjustments To Compensation.

The City reserves the right to renegotiate at periodic intervals the amount, nature and terms of General Compensation and/or Additional Compensation (collectively "Compensation") to be paid by Grantee for use of the Authorized Routes during the term of this Agreement. Except as provided in Section 2.3.2, any adjustment to Compensation ("Adjusted Compensation") shall become effective on the next succeeding Adjustment

Date. In order to renegotiate Compensation, the City, acting through its Commissioner of the Department of General Services, shall give written notice to Grantee at least sixty (60) days prior to the Adjustment Date for which the Adjusted Compensation will become effective. Said notice shall contain the City's proposed schedule of Adjusted Compensation. The terms of any such Adjusted Compensation shall be reflected in an amendment to this Agreement and shall be nondiscriminatory and reasonable. No such Adjusted Compensation may reduce the rate of General Compensation to be paid by Grantee or materially and substantially reduce the value of Additional Compensation to be provided by Grantee without the approval of the City Council. As part of any such amendment, Grantee shall be entitled to delete from Exhibit 1 any portion of the Authorized Routes on which Grantee has not yet constructed or is not then leasing telecommunications facilities and thus decrease the number of lineal feet included in calculating the Minimum Annual Fee owed to the City on a prospective basis from the effective date of such amendment. No later than thirty (30) days prior to each Adjustment Date, the Commissioner of the Department of General Services shall notify the Chairman of the Committee of the City Council having jurisdiction over the use of and compensation for the Public Ways regarding the status of any renegotiation and the proposed schedule of Adjusted Compensation.

2.3.2 Dispute Resolution.

If Grantee shall in good faith maintain that the amount, terms or nature of any Adjusted Compensation proposed by the City pursuant to Section 2.3.1 is excessive or unreasonable, given the value of the privileges granted to Grantee pursuant to this Agreement, Grantee shall enter into negotiations with the City as expeditiously as possible to reach an agreement as to Adjusted Compensation prior to the applicable Adjustment Date. In the event that an agreement as to Adjusted Compensation is not reached prior to such Adjustment Date, Grantee shall have the right to make a demand for arbitration in writing to the Commissioner of the Department of General Services within thirty (30) days after such Adjustment Date. In such event, the City and Grantee shall each appoint an arbitrator and a third arbitrator shall be appointed by the arbitrators so appointed. Each arbitrator shall have at least five years of experience in the field of rights-of-way procurement. Pursuant to the then current rules of the American Arbitration Association, or any successor organization, an arbitration shall be held as expeditiously as possible and the question to be answered by the arbitrators shall be:

"Is the Adjusted Compensation excessive or unreasonable, taking into account the value of the privileges granted to Grantee, both present and future, the charges required by municipalities in other major urban

areas for similar rights-of-way, and the charges for similar rights-of-way by other providers in the Chicago area?"

Unless the majority of the arbitrators shall decide the foregoing question in the affirmative, Grantee shall be bound to pay the Adjusted Compensation, retroactive to the applicable Adjustment Date. If a majority of the arbitrators shall decide the foregoing question in the affirmative, then the City shall withdraw the proposed schedule of Adjusted Compensation and Grantee shall continue paying the compensation previously in effect; provided that the City may substitute a new rate of Adjusted Compensation, retroactively effective to the applicable Adjustment Date. The notice periods and dispute resolution procedures of this Section 2.3.2 shall be applied to the extent possible to any substituted Adjusted Compensation. Notwithstanding anything to the contrary in this Section 2.3.2, however, Grantee shall be bound by any arbitration decision rendered by a similar panel of arbitrators regarding the same proposed Adjusted Compensation as would be applicable to Grantee for similar privileges; provided that Grantee shall have been given due notice and a full and fair opportunity to participate in such arbitration proceedings and to give evidence therein. Failure by Grantee to object to the City's proposed Adjusted Compensation within the time provided in this Section 2.3 shall act as a waiver and Grantee shall be obligated to pay or provide, as the case may be, the Adjusted Compensation from the applicable Adjustment Date.

Section 2.4 Interim Extension In The Absence Of Default Or Termination.

If, on the Initial Expiration Date, Grantee shall not be in default under this Agreement and if neither party has notified the other of its intent to terminate this Agreement on or before the Expiration Date, then the terms of this Agreement shall be deemed extended on an interim basis until terminated, renewed or renegotiated or further extended by order of the Commissioner of the Department of General Services. Said interim extension period shall not extend beyond a date sixty (60) days after the Initial Expiration Date, after which date this Agreement shall be considered terminated and all rights of the Grantee to use the Authorized Routes to provide Telecommunications Services shall cease.

Section 2.5 Renewal.

At any time during the last Compensation Year occurring prior to the Initial Expiration Date, Grantee may request the City to enter into negotiations toward renewing or extending this Agreement. The exercise by Grantee of this option shall not bind the City as to acceptance of any

particular terms or renewal of the rights granted by this Agreement if the Commissioner of the Department of General Services determines such terms or the renewal of this Agreement is not in the best interests of the City. Any proposed renewal, extension or modification of this Agreement is subject to City Council approval, modification or rejection in its sole discretion.

Section 2.6 Location Of Authorized Area.

Grantee's Telecommunications System may extend for a total distance of 62,675 linear feet or approximately 11.87 miles along the Authorized Routes as described in Exhibit 1 attached hereto and made a part hereof. Of the total linear feet constituting the Authorized Routes, 34,232 lineal feet have not been constructed, are newly authorized pursuant to this Agreement and run in the Public Ways within the Downtown Business Area (the "New Footage"), 23,585 lineal feet are currently leased from a third party, are newly authorized pursuant to this Agreement and run in the Public Ways within the Downtown Business Area (the "Leased Footage") and 4,858 lineal feet were previously authorized (the "Prior Authorized Footage") pursuant to the Prior Ordinance and run in the Public Ways outside of the Downtown Business Area. In order to extend its Telecommunications System beyond the Authorized Routes, Grantee must obtain approval of the City Council in the form of an Ordinance.

Section 2.7 Acts Or Omissions Of Affiliates And Other Entities.

During the term of this Agreement, Grantee shall be liable for the acts or omissions of any entity used by Grantee (including an Affiliate) when such entity is involved directly or indirectly in the construction, installation, maintenance or operations of Grantee's Telecommunications System as if the acts or omissions of such entity were the acts or omissions of Grantee.

Section 3. Nature Of Limitation Of Rights Granted.

Section 3.1 Rights Not Exclusive.

This is a nonexclusive grant to use the Public Ways and is made expressly subject to and subordinate to the right of the City to use the Authorized Routes for any public purpose.

Section 3.2 Other Permittees.

The City does not agree to restrict the number of telecommunications systems, franchises, licenses or permits in any part or all of the City. The grant and authority herein granted are not intended to limit or modify any franchise, license or permit previously granted by the City to any other occupant of the Public Ways. Therefore, the Grantee, recognizing the rights of other franchisees, licensees and permittees in the Public Ways, shall exercise the grant and authority herein granted in such a manner as not to interfere unreasonably with the rights of other prior or future franchisees, licensees and permittees in the Public Ways (including the Chicago Freight Tunnels) and to act so as not to endanger or to impair the facilities of any other such franchisee, licensee or permittee. Prior and future franchisees, licensees or permittees shall also, in like manner, be required to respect the rights and not interfere with the rights of the Grantee herein.

Section 3.3 City's Rights Over Authorized Routes.

3.3.1 City's Authority Is Paramount.

Grantee acknowledges and accepts at its own risk that the City may make use in the future of the Authorized Routes in which Grantee's Telecommunications System is located in a manner inconsistent with Grantee's use of thereof.

3.3.2 Removal And Relocation.

The City reserves the right to exercise its police and/or proprietary powers, to modify, vacate or transfer what is now the Authorized Routes for a public purpose. At Grantee's own risk, the City has a predominant right to use the Authorized Routes in the placement, maintenance and repair of sewers, water mains and other public utility facilities or to relocate or remove Grantee's System where the City determines public convenience would be enhanced or for any other public purpose, including but not limited to the use of the Authorized Routes for public transportation purposes. The permit referred to in Section 13.1 may be amended or revoked in whole or in part by the Commissioner of the Department of General Services whenever he or the Commissioner of Public Works considers it necessary or advisable for a public purpose. Grantee shall make no claims for costs or damages against the City by reason of such removal or relocation. Upon thirty (30) days written notice to Grantee of partial or complete revocation of such permit from the Commissioner of the Department of General Services, Grantee shall remove, modify, replace or relocate its facilities as required at

its own expense. In the event that Grantee shall not remove, modify, replace or relocate its facilities as required by said notice within thirty (30) days as aforesaid, the Commissioner of the Department of Public Works may cause the same to be done at Grantee's expense and all expenses incurred or damages paid by the City on account of such action shall be paid by Grantee on demand. Grantee shall remove, replace or modify at its own expense, the installation of any of its facilities as may be deemed necessary by any other appropriate governmental authority to meet such authority's proper responsibilities. In the event the City exercises its predominant right to use any part of the Authorized Routes for a public purpose, the City shall reasonably cooperate with Grantee in finding an alternate site for any telecommunications facilities removed and in avoiding disruption to Grantee's Telecommunications Services to the extent not reasonably required by the City. In an emerrgency, as determined by the Commissioner of the Department of Public Works, the City may order Grantee to remove or relocate its facilities within forty-eight (48) hours. If the City exercises any of its rights pursuant to this Section 3.3, Grantee shall have the option, upon notice to the Commissioner of the Department of General Services, of abandoning the portion of its Telecommunications System to be so removed or relocated and deleting such portion from the Authorized Routes. Any relocations of Grantee's Telecommunications System pursuant hereto conducted with the approval of the Commissioner of the Department of Public Works shall be automatically considered within the Authorized Routes and an amended or restated Exhibit 1 shall be attached to this Agreement. The caluclation of the Minimum Annual Fee shall be adjusted according to such abandonment or relocation.

3.3.3 Fire Or Other Disaster.

Wherever, in case of fire or other disaster, it becomes necessary in the judgment of the City to remove or to take action which results in damage to any of Grantee's facilities, no charge shall be made by Grantee against the City for restoration and repair.

3.3.4 Temporary Removal.

At the request of any person holding a valid building permit issued by the City or other appropriate governmental authority and upon reasonable notice, depending on the circumstances, but not, in any case, exceeding thirty (30) days (unless Grantee shall reasonably demonstrate to the Commissioner of the Department of Public Works that more than thirty (30) days shall be required, in which case, such longer period as said Commissioner may reasonably determine) Grantee shall temporarily raise, lower or remove its cables as may be necessary for the performance of the work so permitted, subject to payment in advance to the Grantee of the

direct expenses of such temporary move by the permit holder, including standby time.

Section 3.4 No Burden On Public Ways.

Grantee shall not attempt to construct, or install, its Telecommunications System in such a fashion as to unduly burden the present or future use of the Authorized Routes. In designing its Telecommunications System, Grantee shall not provide for conduit space in excess of Grantee's present or reasonably anticipated future needs. The Commissioner of the Department of Public Works is authorized to regulate the size of the conduit system to be used by Grantee as well as other physical characteristics of Grantee's Telecommunications System. In the event that the Commissioner of the Department of Public Works shall determine that any portion of Grantee's Telecommunications System, either planned or constructed, unduly burdens any portion of the Authorized Routes for present or future use, Grantee shall be required either to modify its plans for construction of its Telecommunications System, or to take such actions as the Commissioner of the Department of Public Works shall determine for the sake of public convenience to eliminate the problem within the time provided by the Commissioner of the Department of Public Works and the Code.

Section 4. Change Of Control, Assignment And Sublease.

Section 4.1 Change Of Control.

4.1.1 Privilege Is Personal To Grantee.

The rights granted pursuant to this Agreement shall be a privilege to be held in personal trust by Grantee. Grantee shall not transfer or assign the rights granted in this Agreement or its ownership or operation of its Telecommunications System, or any portion thereof through sale, merger, corporate reorganization, consolidation, foreclosure, leaseback or any other manner or transfer or assign in any manner conduit or other space occupied by its Telecommunications System, without the prior consent of the City Council expressed by resolution and then only on such conditions as may be therein prescribed. Any sale, transfer or assignment not made according to the procedures set forth in this Section 4 shall void the rights granted by this Agreement. The sale, transfer or assignment in bulk of the major portion of the tangible assets of Grantee shall be considered an assignment subject to the provisions of this Section 4.

4.1.2 Authorization By City Council.

Any sale, transfer or assignment described in Section 4.1.1 authorized by City Council shall be made by a bill of sale or similar document, an executed copy of which shall be filed with the Commissioner of the Department of General Services within thirty (30) days after any such sale, transfer or assignment; provided, however, that the assignee must agree to comply with this Agreement and amendments thereto, and must be able to provide proof of legal, technical, financial, and character qualifications as determined by the City, and provide disclosure of ownership interests as required by Chapter 26.1 of the Municipal Code of Chicago and provide such other certifications as the City shall determine are required.

4.1.3 Transfer To Subsidiary.

Notwithstanding Section 4.1.1, Grantee may form a wholly owned subsidiary and assign its rights under this Agreement to such subsidiary without prior consent of the City Council; provided, however, that Grantee shall provide notice of such assignment and full disclosure to the Commissioner of the Department of General Services as to the nature of such subsidiary within thirty (30) days of such assignment.

4.1.4 Transfer Of Control Of Grantee.

Prior approval of City Council, which shall not be unreasonably withheld, shall be required where ownership of fifty percent (50%) or more of the right of control of Grantee is acquired during the term of this Agreement in any transaction or series of transactions by a person or one or more of persons acting in concert, none of whom owned or controlled fifty percent (50%) or more of the right to control Grantee, singly or collectively, on the effective date of this Agreement. By its acceptance of this Agreement, Grantee specifically agrees that any such acquisition occurring without prior approval of the City Council shall void the rights granted under this Agreement. This provision shall apply to any limited partnership wherein fifty percent (50%) or more of the control of Grantee is to be transferred to limited partners or to a general partner which is not Grantee.

4.1.5 Pledge Of Controlling Interests Or Assets.

Prior City Council approval shall not be required for a transfer or pledge in trust, mortgage or hypothecation of Grantee's partnership interests or common stock, as the case may be, or portions of Grantee's

Telecommunications System constituting personal property in whole or in part to secure an indebtedness except where such pledge shall involve hypothecation of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System. Prior consent of City Council shall be required for such pledge or transfer in trust of more than seventy-five percent (75%) of the fair market value of Grantee's Telecommunications System and said consent shall not be withheld unreasonably. Any such pledge or transfer in trust does not imply any right of the pledgee to assume any rights hereunder without City Council approval.

4.1.6 Disclosure Of Ownership.

Prior to adoption of the ordinance, Grantee has submitted to the Commissioner of the Department of General Services, the Economic Disclosure Statement required by Chapter 26.1 of the Code. Grantee, or any assignee permitted hereunder, shall, within thirty (30) days of any such transaction, file an amendment to the foregoing statement of ownership interest with the Commissioner of the Department of General Services in the event ownership of ten percent (10%) of the right to control Grantee is acquired during the term of this Agreement by any person or one or more groups of persons acting in concert after the Initial Expiration Date.

Section 4.2 Lease Of Lines, Capacity Or Bandwidth.

4.2.1 Right To Lease Capacity Or Bandwidth.

Notwithstanding the provisions of Section 4.1 hereof, but subject to the provision of Section 4.2.2., Grantee shall have the right, without necessity of approval of the City Council, pursuant to this Agreement to offer services which may include, without limitation, provision of capacity or bandwidth to its customers, subject to the following restrictions and conditions:

(A) Grantee shall furnish the Department of General Services within ten (10) days of execution thereof, copies of any such agreement involving more than twenty percent (20%) of the capacity of Grantee's Telecommunications System which lease or agreement extends beyond thirty (30) days, either directly or through renewals. Any underlying arrangement between Grantee and a customer to provide such arrangement without written agreement shall be subject to this requirement;

(B) Grantee shall furnish to the City's Department of Revenue, such information as may be required at such times by such Department (including customers lists, if so required), to effect compliance by Grantee and Grantee's customers with the Chicago Transaction Tax Ordinance (Chapter 3-32 of the Code), the Chicago Municipal Transmission of Messages by Electricity Tax Ordinance (Chapter 3-40-300 et. seq. of the Code) and the Chicago Sales Tax Ordinance, (Chapter 3-28 of the Code) and any other ordinances of the City of Chicago which shall be in effect from time to time regulating, taxing or otherwise concerning Grantee's operation of a Telecommunications System pursuant to this Agreement, including, but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge Ordinance (Chapter 3-64 of the Code, as amended) to the extent applicable. The parties hereto expressly intend and acknowledge that the Grantee's fiber optic cables and telecommunication lines will be personal property of the Grantee and not fixtures. Grantee also specifically acknowledges its duty to collect and remit to the City , as applicable the Chicago Transaction Tax on its lease of telecommunications lines (pursuant to Section 4.2.2), bandwidth or capacity on telecommunications lines located within the City and acknowledges its duty and obligation to comply with the ordinances of the City, including any ordinances that require the payment or collection of another City tax, (including, but not limited to, the surcharge imposed pursuant to the Emergency Telephone System Surcharge Ordinance (Chapter 3-64 of the Code, as amended), to the extent applicable) or the obtaining of any City licenses. Breaching the provisions of this subparagraph B shall be a default under this Agreement.

4.2.2 Approval Needed For Lease Of Lines.

Prior approval of the Commissioner of the Department of General Services, which shall not be unreasonably withheld, is required if Grantee intends to enter into leases of individual fiber optic pairs or "dark fibers" (fibers which have not been lit and for which the lessee must arrange for electronics at either end of the fibers) located in whole or in part in the Public Ways to or from another Telecommunications Carrier after the date of adoption of the ordinance. The Commissioner of the Department of General Services shall cause to notice to be given to the Chairman of the City Council's Committee on Streets and Alleys of any such request, the intended disposition of the matter and detail any controversy which may exist between the City and such other Telecommunications Carrier.

Section 4.3 Purchase Of Certain Assets.

Prior approval of the Commissioner of the Department of General Services is required if Grantee intends to purchase or otherwise acquire ownership in and include as part of its Telecommunications System, any part of a Telecommunications System owned, at present or in the future, by another Telecommunications Carrier and located in whole or in part along the Authorized Routes. The Commissioner of the Department of General Services shall cause notice to be given to the Chairman of the City Council's Committee on Streets and Alleys of any such request, the intended disposition of the matter and detail any controversy which may exist between the City and such other Telecommunications Carrier.

Section 5. Compensation.

Section 5.1 General Compensation.

Grantee agrees to pay the City as General Compensation during each Compensation Year for the use of the Authorized Routes throughout the duration of this Agreement (subject to the City's rights of adjustment set forth in Section 2.3 hereof) a sum equal to the greater of the Minimum Annual Fee or the Annual Gross Billings Based Fee. The Minimum Annual Fee for Grantee during the 1990 Compensation Year is prorated and shall be $_____. The Minimum Annual Fee for this Grantee during the 1991 Compenation Year (after taking into account the Construction Period Waiver described in Section 5.1.4) shall be $_____. The Minimum Annual Fee for each Compensation Year, beginning in 1992, shall be $213,270.84.

5.1.1 Calculation And Payment On A Monthly Basis.

Grantee shall pay to the Commissioner of the Department of General Services for delivery to the Department of Revenue for each month during a Compensation Year an amount equal to the greater of:

(a) one-twelfth (1/12th) of the Minimum Annual Fee, calculated on the basis of a twelve-month Compensation Year ($17,771.57 for this Grantee); or

(b) estimated Annual Gross Billings Based Fee for such month.

The greater of (a) or (b) above shall be referred to as the "Monthly Payment". Grantee shall forward by check or money order an amount equal to the Monthly Payment by the fifteenth day of the calendar month immediately following the month for which such Monthly Payment is due. Any necessary prorations shall be made.

5.1.2 Recalculation At End Of Compensation Year.

At the end of each Compensation Year, Grantee shall recalculate the total General Compensation actually due pursuant to Section 5.1 hereof. Such results shall be audited pursuant to Section 5.5.3 hereof. If additional amounts are due the City by Grantee, said amounts shall be paid by the fifteenth (15th) day of the second month of the Compensation Year following the Compensation Year during which such amounts were originally due. If Grantee has overpaid the City, the excess shall be taken as a credit against future compensation due the City pursuant to this Agreement. Any necessary prorations shall be made.

5.1.3 Intercity Circuits.

Grantee has previously leased and/or constructed and this Agreement contemplates that Grantee shall continue to lease and/or construct circuits from within the City limits of the City extending to points beyond such City limits and providing point-to-point nonswitched Interexchange Telecommunications Services with no intermediate services within the City ("Intercity Circuits"). Grantee agrees to bill its customers separately for Telecommunication Services provided through Intercity Circuits. The proportion of Total Gross Billings derived from the provision of Telecommunications Services through the use of Intercity Circuits, which shall be subject to the Annual Gross Billings Based Fee shall be based on the following allocation:

$$\text{(Total Gross Billings derived from Intercity Circuit)} \times \frac{\text{(Mileage of Intercity Circuit in Chicago)}}{\text{(Total Mileage of Intercity Circuit)}}$$

The foregoing allocation shall be done on a circuit-by-circuit basis.

5.1.4 Construction Period Waiver.

Beginning on the Effective Date of this Agreement and ending on the one hundred eightieth (180th) day thereafter ("Waiver Period"), Grantee shall

only pay General Compensation for the New Footage based on the Annual Gross Billings Based Fee, to the extent of Total Gross Billings on the New Footage. The Waiver Period shall end on _____. The Waiver Period is being offered as an inducement for the Grantee to expand its Telecommunications System to include the additional approximately 6.48 miles of New Footage in the City. Any necessary prorations shall be made. There shall not be any such waiver for the Leased Footage and the Prior Authorized Footage.

5.1.5. Prior Compensation.

Prior to the issuance of the permit referred to in Section 13.1 hereof, Grantee shall be required to pay $_____, representing an amount equal to the General Compensation that would have been owed the City for the Prior Authorized Footage for the period from January 23, 1990 until the Effective Date.

5.1.5 Not A Tax.

Payment by Grantee to the City of the General Compensation and other fees and compensation set forth in Section 5 in this Agreement are compensation for use of the Public Ways and shall not be considered in the nature of a tax. Such payments shall be separate from and additional to any and all federal, state, local and municipal taxes, as may be due, which are separate and distinct obligations of Grantee.

Section 5.2 Additional Compensation.

As further consideration for the permission and authority granted the Grantee by this Agreement and as Additional Compensation to the City for use of the Public Ways, in addition to the General Compensation set forth in Section 5.1 hereof, Grantee shall provide the City with the following rights, privileges and compensation related to Grantee's Telecommunications System for the official use of the City.

5.2.1 Processing Fee.

In compensation for the approximate actual costs to the City for the efforts of City employees expended in the processing of this Agreement and the Ordinance, Grantee agrees to pay a one-time processing fee to the City of Chicago, Department of Revenue in the amount of Two Thousand Three

Hundred Dollars ($2,300.00). Such one-time processing fee shall be due and payable prior to issuance of the permit described in Section 13.1.

5.2.2 City Access To Communication Lines.

(A) Fiber Pairs Provided. The Grantee shall reserve, and shall provide, as additional compensation to the City, four continuous fiber optic strands dedicated for the use by the City ("City Fibers") along any route substantially using the Public Ways where Grantee's Telecommunications System shall be installed from the date of introduction of the ordinance in the City Council approving the execution of this Agreement. The technical parameters for the City fibers shall be consistent with standards of the remainder of Grantee's network.

(B) Termination Points. To the extent that the route of Grantee's communication lines passes on the Public Ways which are located directly adjacent to, above, or below parcels or properties containing buildings in which municipal offices or other municipal facilities are located, Grantee shall provide, as additional compensation herein, a single termination point for the City Fibers in up to five such buildings. Grantee shall terminate the City Fibers with "pigtails" and connectors within the selected building at or near the building entrance point. The Commissioner of the Department of General Services shall designate, in timely fashion, the buildings to be so served and shall arrange for access for Grantee.

(C) Maintenance. Grantee shall maintain in the same manner as the rest of Grantee's network and to industry standards the City Fibers in their original condition, ordinary wear and tear excepted. The City shall be solely responsible for the transmission of signals over the City Fibers and for out of service disruptions caused by "pigtail" or patch cord connections or transmitting equipment and for maintenance expenses related thereto. If the City Fibers are damaged by casualty, Grantee shall use its best efforts to promptly repair or replace them within twenty-four hours of such damage.

(D) City Use Only. It is intended that the City shall use such facilities solely for its own internal purposes and the City shall not have the right to dedicate, assign or lease such pairs, or portions thereof, to any third party during the term of Grantee's privilege hereunder (including any renewals) without written permission of Grantee.

(E) Abandonment by the City and First Refusal Rights. In the event that the City determines any or all of the City Fibers are no longer necessary for the City's use, it shall notify Grantee of its intent to abandon the use of such facilities, or portions thereof, and they shall be disconnected from any City communications network and returned to Grantee at Grantee's expense. In the event of Grantee's sale of its Telecommunications System, the City shall have the right of first refusal to purchase the City Fibers. The City shall also have the right to purchase the City Fibers at any time at a price in accordance with its most favored vendee status provided in Section 5.2.4 hereof.

5.2.3 Municipal Service Conduit And City's Use Of Grantee's Facilities.

(A) City's Option to Co-Locate. No less than thirty (30) days nor more than sixty (60) days prior to any making any application to initially construct and install underground conduit and telecommunication facilities pursuant to Section 7 hereof, Grantee shall give written notice to the Commissioner of the Department of General Services of the general description, general location, and purpose of such construction and installation. The City shall have the right, exercisable at any time in writing by the Commissioner of the Department of General Services within thirty (30) days after receipt of the foregoing notice to have conduit, fiber optic and/or other communications cable, fixtures and appurtenances thereto necessary for a City communications system co-located and constructed by Grantee within and/or attached to Grantee's facilities being so initially constructed or installed. Should the thirty (30) days option period pass without Grantee's receipt of such notice, Grantee may make the appropriate applications and commence construction of its facilities with no further obligation under this paragraph (A) regarding such facilities.

(B) Cost of Co-Location. The actual additional or marginal cost of materials and labor expended by Grantee over and above that amount which Grantee would have expended solely for its own purposes shall be paid by the City. This payment may, at the option of the Commissioner of the Department of General Services, be credited against General Compensation payable by Grantee to the City pursuant to Section 5.1 hereof; provided that the maximum amount of such credit at any one time outstanding may not exceed the aggregate amounts due the City as General Compensation pursuant to Section 5.1 hereof for the proceeding three months.

(C) Internal City Use Only. It is intended that the City shall use any facilities co-located and constructed by Grantee pursuant hereto solely for its own internal purposes and the City shall not have the right during the term of Grantee's privilege hereunder (including any renewals) to sell, transfer, dedicate, assign or lease such facilities, or portions thereof, to any third party without written permission of Grantee.

(D) Additional Duty of Cooperation. In addition to the other provisions of this Section 5.2.3, throughout the term of this Agreement Grantee shall provide such cooperation as the City shall reasonably request in regard to the City's location, construction, installation, maintenance and extension of a City internal communications system so long as such cooperation shall not interfere with Grantee's operations and shall not result in any material expense to Grantee.

5.2.4 Most Favored Vendee Status.

During the term of this Agreement, the Grantee shall always treat the City as a "most favored vendee". In the event that the City shall desire to contract for the purchase, lease or other use of any telecommunications services, facilities or equipment provided by Grantee, or any affiliate of Grantee, Grantee shall, subject to applicable law, offer the City contract terms and conditions no less favorable (including but not limited to, rate of compensation, warranties and payment) than the most advantageous terms and conditions offered any of Grantee's customers on similar or identical transactions.

Section 5.3 Subsequent Action Affecting Compensation.

If during the term of this Agreement any court, agency or other authority of competent jurisdiction takes any action or makes any declaration that adversely affects the legality or collection of the General Compensation or the legality or provision of the Additional Compensation, the City and Grantee shall enter into negotiations to amend this Agreement to make the City whole in a manner consistent with said action or declaration by restoring the City to a position equivalent to that which it held prior to said action or declaration.

Section 5.4 Other Fees.

In addition to and unrelated to the payments of the General Compensation

and the provision of the Additional Compensation, Grantee shall pay all fees necessary to obtain federal, state, local and City licenses, permits and authorizations required for construction, installation, maintenance or operation of its Telecommunications System; provided, however, that no fee shall be especially imposed on Grantee by the City for any such license, permit or authorization other than standard fees of general application required by City ordinance or the Code, including but not limited to inspection fees required in connection with obtaining electrical wiring permits from the Building Department. Grantee shall also pay such additional fees for the use of City-owned conduits as may be required by the Code.

Section 5.5 Financial Audit.

5.5.1 Records.

(A) Grantee shall maintain books and records of its operations within the City to show Total Gross Billings, on a monthly basis and by service category, consistent with generally accepted accounting principles.

5.5.2 Annual Audit.

Annually, no later than March 30th of every Compensation Year during which this Agreement remains in force, Grantee shall supply to the Commissioner of the Department of General Services a copy of said financial statements and a certificate from an independent certified public accountant attesting to an audit showing that the amounts of compensation paid under Section 5.1 for the prior Compensation Year were in compliance with the provisions of Section 5.1 as to General Compensation. The City acknowledges that the financial statements so provided by Grantee are propriety in nature and shall be held as confidential, subject to the provisions of Section 14.1 hereof.

5.5.3 City Right Of Audit.

The City reserves the right, upon ten (10) days written notice to audit and review the records serving as the basis for such audit, which records shall also be regarded as proprietary and confidential subject to the provisions of Section 14.1 hereof. In the event the independent audit ordered by the City properly determines that Grantee's General Compensation paid to the City

was underpaid in the prior Compensation Year by more than 5%, Grantee shall bear the cost of the City's audit.

Section 6. Insurance And Indemnification.

Section 6.1 Insurance And Bond Or Letter Of Credit.

On or prior to any commencement of construction of Grantee's Telecommunications System within the New Footage (as defined in Section 2.6) and in no event later than thirty (30) days following the Effective Date of this Agreement (unless such 30-day period is extended by the Commissioner of the Department of General Services) and at all times thereafter during the term of this Agreement, and thereafter during such time as may be required to remove Grantee's Telecommunications System and restore the Authorized Routes, Grantee shall obtain, pay all premiums for, and file with the City Comptroller's Office of Risk Management evidence of the following insurance coverages and a bond (or letter of credit) covering all risk associated with the installation, repair, maintenance, removal and operation of Grantee's Telecommunications System specified below:

(A) Worker's Compensation and Occupational Disease Insurance. Worker's Compensation and Occupational Disease Insurance in statutory amounts under Illinois Law, covering all employees of the Grantee and any Contractor shall be obtained. Employer's liability coverage with limits of not less than $500,000 each accident or illness shall be included.

(B) Commercial Liability Insurance. Commercial Liability or Comprehensive General Liability (Broadform) Insurance with limits of not less than $5,000,000 per occurrence, combined single limit, for bodily injury and/or property damage liability shall be obtained. Products/completed operation, independent contractors contractual liability, explosion, collapse and underground coverages are to be included. The City is to be named as an additional insured. Any self-insured retention provision must be approved in advance by the City Comptroller's Office of Risk Management.

(C) Railroad Protective Liability Insurance. When any work is to be done adjacent to or on transit property, Grantee shall provide, with respect to the operations Grantee or any Contractor performs, Railroad Protective Liability Insurance (AAR-AASHTO form) in the name of the transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, for losses arising out of injuries to or

death of all persons, and for damage to or destruction of property, including the loss of use thereof. A $6,000,000 annual aggregate may apply.

(D) Automobile Liability Insurance. When any motor vehicles are used in connection with the work to be performed, Grantee shall maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City is to be named as an additional insured.

(E) Surety Bond. Grantee shall obtain a bond running to the City, which may be annually renewable or multi-year, running to the City with good and sufficient corporate surety, approved by the City Comptroller and the City's Corporation Counsel with a minimum amount of Two Hundred Twenty-five Thousand Dollars ($225,000). Said bond shall be conditioned upon the faithful performance and discharge of the obligations imposed in this Agreement on the Grantee and shall insure the cost of removal, relocation or abandonment of Grantee's Telecommunications System at any time the City determines the need for removal. The City's right to recover under the bond shall be in addition to any other rights it may have pursuant to this Agreement or under law. Any proceeds recovered under the bond may be used to reimburse the City for loss of payment of General Compensation by Grantee or for failure of provision of Additional Compensation, including principal and overdue interest, if any, and liquidated damages, if any, in case of default and other valuable consideration given pursuant to this Agreement, and to pay or reimburse the City for such additional expenses as may accrue or be incurred by the City as a result of Grantee's failure to comply with this Agreement including, but not limited to, attorneys fees and the cost of any action or proceeding or judgment against the City, the cost of removal, relocation or abandonment of Grantee's facilities, and the cost of any auditing costs and fees. For the City to recover from the surety or from the Grantee under this Section for removal, relocation, alteration, repair, maintenance or restoration of Grantee's structures, it is not necessary that the City first perform such work. The Commissioner of the Department of Public Works is hereby authorized to determine the cost of performing said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The bond shall provide and Grantee agrees that, upon receiving written notification from the Commissioner of the Department of Public Works of the reasonable cost of said removal and restoration, the Grantee and the surety shall pay said amount upon demand together with other related costs occasioned by any such default.

(F) In lieu of the bond described in paragraph (E) of this Section 6.1, and at the request of the Commissioner of the Department of General Services, Grantee shall provide the City with a letter of credit in the principal amount of Two Hundred Twenty-five Thousand Dollars ($225,000). Said letter of credit shall be used to ensure the faithful performance by the Grantee of all provisions of this Agreement and compliance with all orders, permits and directions of any agency, commission, board, department, division or office of the City having jurisdiction over Grantee's acts or defaults under this Agreement and for payment by Grantee of any penalties, liens, claims and taxes due the City which arise by reason of the construction, installation, operation or maintenance of Grantee's Telecommunications System. Said letter of credit shall provide that if Grantee fails to pay the City any General Compensation or provide the City with any Additional Compensation due the City within the time fixed in this Agreement; or fails to repay the City within ten (10) days any damages, expenses or costs which the City is compelled to pay by reason of Grantee's act or omission to act in connection with this Agreement; or fails after three (3) days notice of such failure to comply with any provisions of this Agreement which the Commissioner of the Department of General Services reasonably determines can be remedied by a draw on the letter of credit, the City can immediately request payment of the amount thereof, with interest and penalties, if any, from the letter of credit. Upon such request for payment, the City shall notify the Grantee of the amount and date thereof. If amounts are drawn under the letter of credit, Grantee shall take such actions as may be necessary to maintain such letter of credit at full amount within three (3) days of notification by the City of its withdrawal against such letter of credit. The rights reserved to the City under such letter of credit shall be in addition to any other rights it may have pursuant to this Agreement or under law.

Section 6.2 Qualified Companies.

The bond (or the letter of credit) and all insurance policies called for in this Agreement shall be issued by companies or financial institutions authorized to do business in Illinois and satisfactory to the City Comptroller, the bond (or the letter of credit) shall be in form and substance satisfactory to the Corporation Counsel and the City Comptroller's Office of Risk Management and each insurance policy shall be satisfactory to the City Comptroller's Office of Risk Management. Each such insurance policy and the bond (or letter of credit) shall contain a covenant or endorsement of the surety (or the

issuer of the letter of credit) or the insurer, as the case may be, to provide Grantee sixty (60) days written notice by registered mail of such insurer or surety's (or issuer's) intention to terminate, substantially change, or not to renew such bond (or letter of credit) or policy to both the City Comptroller's Office of Risk Management and the Grantee and the Grantee shall, in the event of any such notice, obtain, pay premiums for, and file with the City Comptroller written evidence of the issuance of replacement bond (or letter of credit) or replacement policies prior to the proposed effective date of such termination, substantial change or nonrenewal. Failure to carry or keep such insurance and bond (or letter of credit) in force throughout the period set forth in Section 6.1 shall constitute a material breach of this Agreement. Notwithstanding anything to the contrary, any bond issued in satisfaction of paragraph (E) of Section 6.1 shall provide that termination, nonrenewal or substantial change of such bond shall not become effective until a replacement bond has been approved by the City Comptroller's Office of Risk Management and the Corporation Counsel and coverage thereunder has begun. Any letter of credit provided the City in satisfaction of paragraph (F) of Section 6.1 shall provide that, upon notice of termination, nonrenewal or substantial change, the City shall be entitled to draw thereon prior to the effective date of such termination, nonrenewal or substantial change unless a replacement letter of credit had been approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel prior to such effective date. The City also reserves the right to stop any work related to Grantee's Telecommunications System until proper evidence of insurance and bond (or letter of credit) is furnished.

Section 6.3 Right To Require Replacement Of Bond (Or Letter Of Credit) Or Insurance.

If the financial condition of any bonding or insurance company (or letter of credit issuer) issuing a performance bond (or letter of credit) or insurance policy pursuant to Section 6 materially and adversely changes, the City may, at any time, require that any such bond (or letter of credit) or insurance policy be replaced with such other bond (or letter of credit) or insurance policy consistent with the requirements set forth in this Section.

Section 6.4 Alteration.

Grantee shall not materially change or alter the terms or conditions of the bond (or letter of credit) or insurance policies referred to herein or replace or cancel said bond (or letter of credit) or insurance policies without prior approval of the City Comptroller's Office of Risk Management.

Section 6.5 City Comptroller's Right To Increase Minimum Limits.

In the event of changed circumstances that would render the limits of the insurance policies set forth in Section 6 hereof inadequate, the City reserves the right to reasonably increase the minimum limits of such insurance policies upon sixty (60) days prior written notice to Grantee in order to ensure adequate protection to the City. Within sixty (60) days after such notice, Grantee shall increase the limits of such insurance policies, as applicable, to an amount equal to or greater than the increased minimum limits.

Section 6.6 No Excuse From Performance.

None of the provisions contained herein nor the bond (or letter of credit) or any of the insurance policies required herein shall be construed to excuse the faithful performance by Grantee of the terms and conditions of this Agreement or limit the liability of Grantee under this Agreement for any and all damages in excess of the amounts of such performance bond (or letter of credit) or insurance policies.

Section 6.7 Insurance For Contractors And Subcontractors.

Grantee shall provide coverage for any Contractor by either obtaining the necessary endorsements to its insurance policies or requiring such contractor or subcontractor to obtain appropriate insurance coverage consistent with Section 6.1 of this Agreement and appropriate to the extent of its involvement in the construction, installation, maintenance or operation of Grantee's Telecommunications System and shall provide evidence of the foregoing as required in Section 6.1.

Section 6.8 Indemnity.

Grantee shall be responsible for the support, safety and protection of its Telecommunications System and the Authorized Routes being used by Grantee and for the safety and protection of all persons and all property coming into contact with Grantee's facilities or their operations. Grantee shall, at its sole cost and expense, indemnify, defend, keep and save harmless the City, its officials, boards, commissions, consultants, agents and employees (collectively the "Indemnified Parties") against any and all suits, causes of action, proceedings and judgments for claims, losses, damages (whether such claims, losses, and damages are for personal injury, property damage or interruption of utility service), liabilities, judgments, costs and

expenses (collectively referred as a "Loss") arising out of the grant of rights pursuant to this Agreement and Grantee's installation, construction and maintenance and operation of its Telecommunications System, or which in any way may result therefrom, whether or not it shall be alleged or determined that a Loss was caused through negligence or omission of Grantee or any of its employees, Affiliates or Contractors. The term "Loss" specifically shall be deemed to include, but not be limited to, any liability for the payment of Workmen's Compensation under Illinois law which the City is required to make and Grantee specifically covenants to reimburse the City for any such payments made by the City. Grantee expressly understands and agrees that the bond or insurance required by this Agreement shall in no way limit the responsibility of Grantee to indemnify, keep and save harmless and defend the Indemnified Parties pursuant to this Section. Indemnified expenses shall include, but not be limited to, all out-of- pocket expenses of the City, such as attorney fees, and shall also include the reasonable value of any services rendered by the Corporation Counsel or his assistants or any consultants, employees or agents of the City. The obligations set forth in this Section 6.8 shall survive termination or revocation of this Agreement. This Section 6.8 shall not act as a limitation in the City's ability to seek remedies against Diginet in the event Grantee is unable to fully indemnify the City pursuant to this Section 6.8.

Section 7. Construction And Installation Of Grantee's Telecommunications System.

Section 7.1 Approval Of Specific Location.

No later than three (3) months after the Effective Expiration Date of this Agreement, Grantee shall place on file for approval with the Commissioner of the Department of Public Works prints, maps and plans showing the exact proposed location of each telecommunication facility currently installed, leased, used or proposed to be installed on the Authorized Routes comprising part of Grantee's Telecommunications System (or if a component system, of the portion of Grantee's Telecommunications System set forth in Exhibit 1 as Phase I) and the location of each conduit to be entered and the number of manholes or other openings to gain access to said conduit and a proposed construction schedule by utility quarter. Deviation from previously approved prints, maps, plans and construction schedules must also be submitted in a timely manner by Grantee for approval to the Commissioner of the Department of Public Works. Similar information shall be filed with the Commissioner of the Department of Public Works for approval prior to the issuance of a permit for any proposed extension, reduction or removal of any of portion of Grantee's Telecommunications System along the Authorized Routes (or, if a component system, prior to the installation or construction of the applicable phase along the Authorized Routes).

Section 7.2 Construction Requirements And Standards.

7.2.1 In General.

Grantee shall construct, install, maintain and operate its Telecommunications System in a safe, orderly and workmanlike manner utilizing only materials of good, durable quality with due respect for engineering considerations and in accordance with applicable federal, state, City and local laws and regulations. Grantee shall at all times install its telecommunications facilities in accordance with the standards set by the City's Department of Public Works and the Building Department.

7.2.2 Compliance Standards.

Grantee shall at all times comply with the following:

(A) UL Code (latest edition);

(B) Applicable provisions of the Municipal Code of Chicago;

(C) Written standards of the Department of Public Works or the Building Department applicable to Grantee's construction, installation, operation and maintenance of its Telecommunications System.

7.2.3 Construction And Installation Procedures.

No telecommunications facility of Grantee may be constructed, installed or modified on any portion of the Authorized Routes without prior approval of the Commissioner of the Department of Public Works and the issuance of a permit therefor. Compliance with this Section 7.1 does not constitute compliance with the requirements of Section 5.2.3. Grantee shall submit to the Department of Public Works documents which set forth the specifications, standards and procedures for construction and installation of its Telecommunications System. Said specifications, standards and procedures shall be consistent with the highest standards of the telecommunications industry and shall, at a minimum, establish procedures to ensure quality work and provide for the safety and protection of residents and property. Said documents shall be submitted to the Commissioner of the Department of Public Works for review and approval prior to commencement of construction of Grantee's Telecommunications System

and shall be modified as said Commissioner may require in the interest of public safety.

7.2.4 "As Built" Drawings.

Grantee shall submit to the Commissioner of the Department of Public Works "as built" drawings of the portions of Grantee's Telecommunications System located along the Public Ways of a size and material satisfactory to the Commissioner of the Department of Public Works within sixty (60) days after completion of construction of such portions. Grantee shall update such drawings within sixty (60) days whenever material changes are made to Grantee's Telecommunications System which impact the Public Ways. Said drawings, set forth by utility quarter sections, shall at a minimum include cable routings and the location of amplifiers, power supplies and system monitor test points. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said drawings are proprietary in nature and shall be held as confidential as to third parties.

7.2.5 Emergency Or Disaster.

In case of emergency or disaster, Grantee shall, upon request of the City, make available its facilities to the City, without costs, for emergency use.

7.2.6 Use Of Existing Conduits.

Grantee shall use existing conduits and other facilities whenever economically feasible and shall not construct or install any new, different or additional conduits or other facilities in the City without approval of the City and any other applicable governmental agency or on private property, of the property owner. If Grantee is using existing conduit owned by any other party, Grantee shall comply with all applicable City safety standards as well as the safety standards imposed by the entities owning such conduit and any applicable tariffs.

7.2.7 Adjoining Property Owners.

All of Grantee's Telecommunications System shall be so installed and located so as to cause minimum interference with the rights and appearance and reasonable convenience of adjoining property owners and all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Grantee shall at all times employ reasonable care

and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public. Suitable barricades, flags, lights or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any fixtures placed in any Public Ways by Grantee shall not interfere with the usual and just customary uses of or any specifically permitted or licensed use of the Public Ways.

7.2.8 Adjustment Of Utility Facilities.

In the event that the location of Grantee's Telecommunications System will require an adjustment of the location of existing public or private utility facilities, Grantee must obtain written consent of the owner of such utility including, where applicable, all relevant City departments to such adjustment and make such arrangements for the payment or reimbursement of the cost of such adjustment as are satisfactory to the owner of such utility including, where applicable, all relevant City departments. No permit for construction pursuant to Section 7.1 will be issued until the Commissioner of the Department of Public Works is satisfied that the requirements of this paragraph 7.2.8 have been satisfied. In no case shall Grantee be entitled to perform such adjustment or disturb such utility facilities without the written consent of the owner of such utility.

7.2.9 Electrical Permit.

All installation work for Grantee's Telecommunications System shall be performed by electrical contractors licensed pursuant to Chapter 14-12 of the Code.

Section 7.3 Restoration.

In the event of disturbance of the Public Ways or private property by Grantee, Grantee shall, at its own expense and in a manner approved by the City or other appropriate governmental authority and/or the owner, rebuild, restore and repair such Public Ways, including any cartways or sidewalks, or private property in as good a condition as before the work causing such disturbance was done. In the event Grantee fails to perform such rebuilding, replacement or restoration, the City or the owner shall have the right to do so at the sole expense of Grantee.

Section 7.4 Suspension Or Revocation Of Construction Permit.

The Commissioner of the Department of Public Works may suspend or revoke any permit issued by the Department of Public Works or take any action he deems necessary, including the stopping of work, should Grantee violate the terms of said permit, until said violation has been corrected to said Commissioner's satisfaction.

Section 7.5 Other Requirements And Approvals.

Issuance of a permit by the Commissioner of the Department of Public Works as to the construction and installation of any portion of Grantee's System does not waive other applicable requirements of federal or Illinois law or the Code and Grantee shall comply with such other requirements. Grantee is further responsible for obtaining approvals related to Grantee's use of the Authorized Routes contemplated in this Agreement from other applicable City departments as applicable (such as the Streets and Sanitation Department and the Building Department) in a timely fashion when and as required.

Section 8. Inspection And Physical Audit.

Section 8.1 Inspection.

The City reserves the right to make, at any time after the Effective Date of this Agreement and throughout the duration of this Agreement, physical on-site inspections of Grantee's Telecommunications System, including Grantee's telecommunications terminals, at the City's discretion. Grantee will accommodate the City's monitoring needs by providing the Department of Public Works a map and the "as built" drawings required by Section 7.2.4 which Grantee shall update quarterly or indicate "no change", as the case may be, and submit to the City at the time of Grantee's March, June, September and December payments. Said map will identify the locations of all terminals and junction boxes, and the lineal footage of each portion of Grantee's Telecommunications System located in the Public Ways. Grantee will also submit a quarterly, cumulative summary of the total number of cables installed to date, their installed lengths and the total number of fiber pairs included therein. The City acknowledges that, subject to the provisions of Section 14.1 hereof, said summaries provided by Grantee are proprietary in nature and shall be held as confidential as to third parties.

Section 8.2 Physical Audit.

8.2.1 Audit By Engineer.

Grantee shall employ an independent engineer or firm of engineers reasonably selected by Grantee and approved by the City (the "Engineer") to perform an annual physical audit of Grantee's Telecommunications System at the end of each Compensation Year. The Engineer shall conduct such audit to review all of the factors described in Section 8.1 and shall also report as to the accuracy of the information contained in the quarterly summaries submitted by Grantee as described above. Such audit report shall be certified by the Engineer and a copy of such certified audit report shall be submitted to each of the Departments of General Services and Public Works no later than June 30th of the Compensation Year immediately succeeding the Compensation Year for which the audit was conducted beginning in 1991.

8.2.2 Discrepancies.

If the Engineer determines in any annual audit that a documented material discrepancy existed as of the date of such audit between its findings and the summaries and other materials submitted to the City on a quarterly basis as aforesaid, Grantee shall pay within ten (10) days of release of said audit the sum of any underpayment which as resulted from the discrepancy (plus interest as specified in Section 11).

8.2.3 Challenges To Physical Audit.

In the event that Grantee shall challenge the findings of the Engineer's annual physical audit or the Commissioner of the Department of Public Works has reason to believe at any time that there is a material discrepancy between information submitted by Grantee pursuant to this Section 8 and the size, location or nature of Grantee's Telecommunications System or the Commissioner of the Department of Public Works reasonably believes there is a material discrepancy between the certified results of the Inspector's physical audit and the size, location or nature of Grantee's installed Telecommunications System, then the City may send its own personnel or hire a second engineering firm of the City's choice (the "City's Inspector"), to perform an unannounced physical audit of Grantee's Telecommunications System. Grantee shall cooperate with such an audit. Grantee shall pay the reasonable costs and fees of up to two (2) physical audits by the City's Inspector to be performed during any Compensation Year. If the City's Inspector determines in said audit that a material discrepancy exists

between the results of such physical audit and the information contained in the specifications and summaries that Grantee has placed on file with the City pursuant to Sections 7.2.4 and 8.1, Grantee shall be given written notice of said discrepancy and be given ten (10) days to file a written response explaining or contesting the discrepancy. If thereafter the Commissioner of the Department of Public Works reasonably determines the existence of said discrepancy after follow-up inspection by the City's Inspector, Grantee shall owe the City the sum of any underpayment which has resulted from the discrepancy (plus interest and/or liquidated damages, if applicable, as set forth in Section 11), and pay the City Comptroller within thirty (30) days of Grantee's receipt of the decision of the Commissioner of the Department of Public Works for the costs and fees of the audit by the City's Inspector as well as any required follow-up by the City's Inspector.

Section 8.3 Trespassing Facilities.

Any portion of Grantee's Telecommunications System in the Public Ways but not along the Authorized Routes is known as a "Trespassing Facility". Upon discovery of a Trespassing Facility by the City the Commissioner of the Department of Public Works shall have the following options:

(A) Order the immediate removal of the Trespassing Facilities from the Public Ways;

(B) Seek to obtain liquidated damages to the extent provided pursuant to Section 11 hereof;

(C) Seek other remedies available to the City under the Code, this ordinance or under Illinois law;

provided, that the Commissioner of the Department of Public Works shall waive for a period of thirty (30) days any such penalty in the event he determines that (i) the trespass was inadvertent and (ii) Grantee is making a good faith effort to remove or relocate the Trespassing Facility promptly, so as to correct any violation of this Agreement. Said waiver may be extended beyond the thirty (30) day correction period by the Commissioner of the Department of Public Works for circumstances beyond the reasonable control of Grantee, but only upon prior approval by the Commissioner of the Department of Public Works of Grantee's timetable specifying the anticipated date the Trespassing Facility will be removed or relocated so as not to violate this ordinance.

Section 9. Chicago Freight Tunnels.

Section 9.1 In General.

It is acknowledged that the Chicago Freight Tunnels are a unique environment for the use of telecommunications facilities and space therein may in the future become a scarce resource. In order to preserve the availability of the Chicago Freight Tunnels for future grantees and permittees, the Grantee may be required to restrict the size of the conduit or facilities the Grantee constructs or installs therein. Such restrictions shall be set forth by the Commissioner of Public Works in published standards. The City reserves the right to impose additional fees specifically for the use of the Chicago Freight Tunnels not otherwise described in this Agreement, so long as such fees are nondiscriminatory and reasonable. Subject to reasonable restrictions and availability of space as may be established by the City's Department of Public Works, Grantee shall be entitled to use the Chicago Freight Tunnels within the Authorized Routes for its Telecommunications System on the same basis as other grantees and permittees authorized to use the Chicago Freight Tunnels.

Section 9.2 Tunnel Agreement Required.

Grantee shall enter into such agreements as may be required regarding the sharing in maintenance, inspection, insurance and other related expenses of improving and maintaining any part of the Chicago Freight Tunnels encompassing one of the Authorized Routes. Any such agreements shall be subject to approval by the Commissioner of the Department of Public Works. Any disputes as to such agreement shall be resolved by the Commissioner of the Department of Public Works whose decision shall be final.

Section 9.3 No City Obligation.

The City will not be obligated to pay any amounts to Grantee for any cost of preparation or making improvements to the Authorized Routes within the Chicago Freight Tunnels and Grantee expressly waives any right to any such contributions. Any use of the Chicago Freight Tunnels shall be solely at Grantee's risk and the City shall not be liable in any way therefore.

Section 9.4 Maintenance.

Grantee further agrees to maintain in conjunction with other users those portions of the Chicago Tunnel System through which Grantee's System is placed or operates, or which is affected directly or indirectly by such operations, if any, free of hazards to the City and Grantee's personnel and will keep said tunnels passable for purposes of inspection by City personnel.

The privilege granted herein shall be maintained and used in accordance with this Agreement, any tunnel agreement to which Grantee is a party and any restrictions on the use of the Chicago Freight Tunnels established by the Commissioner of the Department of Public Works.

Section 10. Revocation Or Termination Of Privileges.

Section 10.1 Basis For Revocation.

Subject to the provisions of Sections 10.2 and 10.3 of this Agreement, the permission and authority granted by the City to Grantee to use the Authorized Routes for its Telecommunications System pursuant to the ordinance may be revoked by the City Council (upon referral from the Mayor or on its own motion) whenever any of the following occur:

(A) Grantee fails to comply with the conditions of occupancy of the Public Ways set forth herein or in the Municipal Code of Chicago;

(B) Grantee substantially violates other material terms of this Agreement;

(C) Grantee practices fraud and deceit upon the City or its customers, including the intentional or reckless installation of Trespassing Facilities, or fails to proceed with due diligence in constructing Grantee's Telecommunications System;

(D) Grantee fails to provide or pay any material portion of the General Compensation or Additional Compensation owed the City when due;

(E) Grantee fails to furnish an audit when due or fails to cooperate with the reasonable requests by City officials for information or for inspection;

(F) Grantee becomes insolvent, or unable or unwilling to pay its uncontested debts, or is adjudged bankrupt or seeks relief under the bankruptcy laws.

Section 10.2 Corrective Period.

In the event that the Commissioner of the Department of General Services believes that grounds for revocation exist or have existed, the Commissioner of the Department of General Services shall notify the Grantee in writing, setting forth the nature and facts of such noncompliance. If, within thirty (30) days following such written notification, the Grantee has not furnished reasonably satisfactory evidence that corrective action has been taken or is being actively and expeditiously pursued, or that the alleged violations did not occur, or that the alleged violations were beyond Grantee's control pursuant to Section 11.5 hereof, the Commissioner of the Department of General Services shall thereupon refer the matter to City Council. Upon good cause, the thirty (30) day correction period shall be extended for such reasonable time as the Commissioner of the Department of General Services shall determine. Such good cause must be detailed in writing to the Commissioner of the Department of General Services within five days prior to the lapse of the thirty (30) day correction period.

Section 10.3 Prior Notice And Hearing.

The City Council shall not repeal the ordinance until it has given notice to the Grantee that it proposes to take such action and the grounds therefor. Further, the City Council shall not repeal the ordinance and the rights granted herein until the Grantee has had a reasonable opportunity to be heard before the City Council.

Section 10.4 Early Termination By Grantee.

Grantee may request early termination of its privilege to use the Public Ways granted pursuant to this Agreement ("Early Termination"). In order for Grantee to be released pursuant to Early Termination from its obligation to pay General Compensation pursuant to Section 5.1 hereof, Grantee must satisfy the following prior conditions:

(1) Grantee must provide to the Commissioner of the Department of General Services written notice of its request to exercise Early Termination and must propose a date, which can be no earlier

than six (6) months after the date of said written notice (the "Proposed Early Termination Date") on which such obligation to pay General Compensation shall cease;

(2) Grantee shall be obligated to continue to pay, and shall pay General Compensation as required by Section 5.1 hereof for the period up to the Proposed Early Termination Date;

(3) Grantee shall have fully complied with Section 10.5 hereof; and

(4) Arrangements satisfactory to the City shall have been made for the disposition or transfer of City Fibers described in Section 5.2 hereof so as not to cause disruption of the City's internal communications network.

In the event that Grantee satisfies all of the foregoing conditions, Grantee shall be entitled to cease paying General Compensation on and after the Proposed Early Termination Date. Notwithstanding the foregoing, the obligations of Grantee as to a performance bond shall extend until satisfaction of Section 10.5.1 by Grantee and the obligations of Grantee with respect to indemnification of the City set forth in Section 6.8 shall survive any such release.

Section 10.5 Removal Or Abandonment Of Grantee's Telecommunications System.

10.5.1 Removal By Grantee.

Upon revocation or termination of the privilege herein granted, subject to the provisions of Section 10.4(4) regarding transfer or disposition of the City Pairs, the Grantee, without cost or expense to the City of Chicago, shall promptly remove or abandon in place, at the option of the City, its Telecommunications System and restore the Public Ways where disturbed by removal of said structures or appliances to a proper condition under the supervision and to the satisfaction of the Commissioner of the Department of Public Works and in accordance with this Agreement and the Code. In all cases, such facilities which are not removed within one (1) year of such date of termination or revocation shall become the property of the City. In determining whether and the extent to which such facilities shall be so removed or abandoned, the Commissioner of the Department of General Services shall take into account the best interests of the City and shall consider all other relevant factors.

10.5.2 Removal By The City.

In the event of the failure or refusal of the Grantee to remove facilities or restore the Public Ways where facilities are removed, as required by Section 10.5.1, the City may remove or cause the removal of Grantee's Telecommunications System provided, however, that the City shall be reimbursed for the total costs of such removal to the extent that such costs exceed the amount of the performance bond set forth in Section 6 of this Agreement.

Section 11. Sanctions.

Section 11.1 Material Underpayment Or Nonpayment.

In the event the independent audit provided for in Section 5.5 determines that Grantee made underpayments in any month which exceeded ten percent (10%) of the amount due in said month, or in the event Grantee fails to make any payment on the date due, Grantee shall pay, in addition to the amount due the City, interest thereon compounded daily at the rate of one hundred fifty percent (150%) of the corporate base rate as computed daily by the First National Bank of Chicago. Interest on the entire sum originally due shall accrue from the date on which the original payment should have been made.

Section 11.2 Liquidated Damages.

The parties agree that the events set forth below will result in damages that will be impracticable or difficult to ascertain. Subject to the provisions of Sections 11.4 and 11.5, Grantee therefore agrees to pay the City the sum of Six Thousand Dollars ($6,000) a day until the violation is corrected, which shall not be considered in the nature of a penalty. Such events are as follows:

(A) Installation of "Trespassing Facilities" as defined in Section 8.4 of this Agreement;

(B) Material non-conformance of Grantee's Telecommunications System or any portion thereof with the standards of general applicability of the City set forth in the Code or furnished in writing by the Department of Public Works or the Building Department;

(C) Failure to remove, modify, replace or relocate facilities within the permitted time (and granted extensions) after a notice from the Commissioner of the Department of Public Works to remove or relocate such facilities pursuant to Section 3.3 or Section 10.5.1.

Section 11.3 Notice Of Violation.

If the Commissioner of the Department of General Services has reason to believe that Grantee is in violation of this Agreement said Commissioner shall notify Grantee in writing of the violation setting forth the nature of such violation. Within thirty (30) days of its receipt of such notice, Grantee shall respond in writing to the Commissioner of the Department of General Services regarding such notice of violation with supporting documentation that such violation did not occur or was beyond Grantee's control and requesting an opportunity to be heard or shall remedy the violation within such thirty (30) day period; provided, however, that the Commissioner of the Department of General Services may determine that the violation is of such a serious nature that a lesser period for remedying the violation is warranted. If Grantee cannot reasonably remedy the violation within the time period specified and so informs said Commissioner, said Commissioner may extend the time permitted for remedying the violation provided Grantee informs said Commissioner on a regular basis of the steps being taken to remedy the violation.

Section 11.4 Notice Of Assessment.

If within thirty (30) days of its receipt of notice of the violation pursuant to Section 11.3 of this Agreement, Grantee fails to submit a written response contesting the notice of violation or, if after requesting an opportunity to be heard, Grantee fails to prove in said hearing that such violation did not occur or was beyond its control or if Grantee fails to remedy the violation within any cure period under this Agreement or any extensions thereto, the Commissioner of the Department of General Services, after considering all relevant factors, may impose upon Grantee, liquidated damages or other monetary sanctions from the date of notice of violation in accordance with Sections 11.1 and 11.2 of this Agreement and shall provide Grantee with prior written notice of such assessment. Such notice of assessment shall state the amount to be assessed and provide a date of at least fifteen (15) days after receipt of such notice upon which payment for the violation is due.

Section 11.5 Act Or Omission Beyond Grantee's Control.

Grantee shall not be subject to the imposition of liquidated damages and other monetary sanctions referred to herein for any act or omission if such act or omission was beyond Grantee's control, including but not limited to, events described in Section 15.6 hereof. An act or omission shall not be deemed to be beyond Grantee's control solely because it was committed, omitted or caused by an Affiliate involved in constructing, installing, maintaining or operating Grantee's Telecommunications System within the City of Chicago. The inability of Grantee to obtain financing and the misfeasance or malfeasance of its officers, directors, employees or agents shall not be deemed an act or omission beyond Grantee's control.

Section 11.6 Other Rights Of City.

The right of the Commissioner of the Department of General Services to impose upon Grantee liquidated damages and other monetary sanctions pursuant to Sections 11.1 and 11.2 hereof shall be in addition to any other rights or remedies the City has under this Agreement, the Code or other applicable laws including the right of revocation pursuant to Section 10 of this Agreement.

Section 11.7 No Waiver Of Rights.

The decision by the Commissioner of the Department of General Services to forego the imposition upon Grantee of liquidated damages or other monetary sanctions in a particular instance shall in no way act to waive the City's rights regarding subsequent violations of this Agreement.

Section 12. Most Favored Nations.

The City Council may authorize another Telecommunications Carrier to construct, install, operate and maintain a Telecommunications System in the Public Ways of the City in order to offer Telecommunications Services for profit to more than a single customer pursuant to an ordinance or agreement authorized by ordinance, including any modifications of an existing ordinance or agreement, containing compensation terms which would, if applicable to Grantee's situation and if applied to Grantee, result

in Grantee paying less total annual compensation than the compensation to be paid by Grantee pursuant to Section 5 of this Agreement (said ordinance and/or agreement shall be referred to collectively as an "Alternative Agreement"). In such event, Grantee shall have the option, exercisable in writing within ninety (90) days after adoption of the Alternative Agreement, to replace the compensation terms stated in Section 5 of this Agreement with the compensation terms set forth in the Alternative Agreement which are applicable to Grantee's situation. Grantee shall notify the Commissioner of the Department of General Services in writing of Grantee's election to accept such substitute compensation terms pursuant to an agreement amending or replacing this Agreement (the "Amending Agreement"). Notwithstanding anything to the contrary, Grantee's option to elect to substitute compensation pursuant to this Section 12 shall not provide any retroactive credit for compensation already paid to the City pursuant hereto and shall be conditioned on the acceptance by Grantee in the Amending Agreement of such other standard provisions of the Alternative Agreement as the Commissioner of the Department of General Services shall reasonably require in the interest of fairness and uniformity.

Section 13. Conditions Precedent.

Section 13.1 Permit.

The permission and authority herein granted shall not be exercised until (i) proof of insurance as required in Section 6 hereof is submitted to and approved by the City Comptroller's Office of Risk Management, (ii) the surety bond (or letter of credit) required by Section 6 is submitted to and approved by the City Comptroller's Office of Risk Management and the City's Corporation Counsel, (iii) payment of the fee referred to in Section 5.2.1 and the back compensation referred to in Section 5.1.5 has been made to the City and (iv) a permit authorizing use of the Authorized Routes pursuant to the length of term specified in Section 2 has been issued to Grantee by the Commissioner of the Department of General Services.

Section 13.2 Filing Of Agreement.

Prior to issuance of the permit provided in Section 13.1, the Grantee shall execute this Agreement and a copy thereof shall be filed with the City Clerk.

Section 14. Confidentiality.

Section 14.1 Confidentiality.

Subject to the provisions of Mayoral Executive Order 89-1 and the Illinois Freedom of Information Act, Ill. Rev. Stat. Ch. 116, Para. 201 et seq. (1989), any customer lists or leases "as built" drawings or other similar information properly designated by Grantee to be "confidential" provided to the City or its constituent departments shall be regarded as proprietary and confidential as to third parties. The foregoing shall not apply to any information which the City can reasonably demonstrate is in the public domain through no breach of this Agreement by the City. In the event that a third party (not under the control of either Grantee or the City), shall request disclosure of any such confidential information from the City in accordance with the Mayoral Executive Order 89-1 or the Illinois Freedom of Information Act, the City shall confer with Grantee as to whether Grantee authorizes release of such information. In the event that Grantee wishes to continue to preserve the confidential nature of such information, and the City has no reason to believe that such information is not protected from disclosure pursuant to the Illinois Freedom of Information Act or Mayoral Executive Order 89-1, then the City shall not release such confidential information in the absence of a court order; provided that Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which the City may sustain or become liable for which arises from any action to require disclosure of information designated by Grantee to be confidential. In the event that the City is presented with a subpoena duces tecum regarding any documents or information properly designated confidential by Grantee which may be in the City's possession by reason of this Agreement, the City shall give notice to Grantee (unless subpoena duces tecum prevents the City from providing such notice) with the understanding that Grantee shall have the opportunity to contest such process by any means available to it before such documents or information required to be submitted by the City to a court or other third party.

In the event that the Grantee shall not elect to undertake appropriate legal proceedings to prevent such disclosure of information designated as "confidential", Grantee shall indemnify, defend and hold harmless the Indemnified Parties against all claims, damages (including court costs and reasonable attorneys' fees) which such Indemnified Parties may sustain or become liable for which arises from any action to require disclosure of such information or resulting from any such disclosure.

Section 15. Special Conditions And Representations.

Section 15.1 No Recourse.

Except as expressly provided in this Agreement or at law, the Grantee shall have no recourse against the City for any loss, expense or damage resulting from the terms and conditions of this Agreement or because of the City's enforcement thereof nor for the City's failure to have authority to grant the rights conveyed in this Agreement. The City makes no warranty as to the scope or effectiveness of the dedication of any part of the Public Ways through which the Authorized Routes may run. Furthermore, any such grant is subject to such restriction as may exist, now or in the future under the laws of the State of Illinois and the United States of America. Grantee agrees to this Agreement relying upon its own investigation and understanding of the power and authority of the City to grant the Grantee its rights under the Agreement.

Section 15.2 No Inducement.

Grantee acknowledges that it has not been induced to execute this Agreement by any promise, verbal or written, by or on behalf of the City, or by any third person regarding any term or condition of this Agreement not expressed herein. Grantee further states that no such promise has been made to any City employee in regard to the grant of these rights.

Section 15.3 Acceptance And Acknowledgment.

Grantee acknowledges that it has carefully read, understands and accepts without reservation the obligations imposed by the terms and conditions herein. Grantee further accepts the validity of the terms and conditions of this Agreement and will not, at any time, proceed against the City in any claim or proceeding challenging any term or provision of this Agreement.

Section 15.4 Conflict Of Interest.

To the best knowledge of Grantee, no member of the governing body of the City or other unit of government and no other official, officer, employee, or agent of the City or other unit of government has any personal, financial or economic interest, direct or indirect, in this Agreement or any subcontract resulting therefrom.

Section 15.5 Compliance With Applicable Laws.

Grantee agrees that in constructing, installing, operating and maintaining its Telecommunications System, Grantee shall comply with all applicable laws and regulations of the United States and its agencies, the State of Illinois and its agencies, all applicable ordinances and executive orders of the City, all applicable regulations of the Federal Communications Commission and the Illinois Commerce Commission and such laws, regulations, ordinances and executive orders shall be considered part of this Agreement as set forth herein.

Section 15.6 Force Majeure.

Grantee shall not be deemed in violation of this Agreement for the delay in performance or failure to perform in whole or in part its obligations under this Agreement due to strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God or by other events to the extent that such events are caused by circumstances beyond Grantee's control and any such delay or failure to perform shall not be deemed to be a violation of this Agreement. In the event that the delay in performance or failure to perform affects only part of Grantee's capacity to perform its obligations under this Agreement, Grantee shall perfom such obligations to the extent it is able to do so in as expeditious a manner as possible. Grantee shall promptly notify the Commissioner of the Department of General Services or the Commissioner of the Department of Public Works, as appropriate, in writing of an event covered by this section and the date, nature and cause thereof. Furthermore, Grantee, in such notice, shall indicate the anticipated extent of such delay and the obligations under this Agreement to be affected thereby. The provisions of this Section 15.6 shall not excuse Grantee's failure to pay General Compensation when due pursuant to Section 5.1.

Section 16. General Provisions.

Section 16.1 Governing Law.

This Agreement shall be construed pursuant to the laws of the State of Illinois.

Section 16.2 Descriptive Headings.

Section headings are descriptive and used merely for the purpose of organization and where inconsistent with the text are to be disregarded.

Section 16.3 Notices.

Unless otherwise specified herein, all notices, requests, designations, deliveries, approvals, consents, demands and waivers required or provided hereunder or desired by the parties hereto shall be in writing and shall be deemed properly served if hand-delivered to the parties at the following addresses (effective on delivery) or if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at the following addresses (effective on mailing):

(i) If To Grantee:

Diginet Communications, Incorporated-Midwest
222 East Erie Street
Milwaukee, Wisconsin 53202
Attention: President

(ii) If To The City:

Department of General Services
City of Chicago
320 North Clark Street, Room 502
Chicago, Illinois 60602
Attention: Commissioner

or to such other parties of other addresses as either party may designate by notice to the other. The specification of a number of days' or months' notice shall mean notice of not less than such number of days or months, unless otherwise provided in this Agreement.

Section 16.4 Invalidity.

If any section, paragraph or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Agreement.

Section 16.5 Parties.

Except where the context would require a different meaning, all references to Grantee or the City include each of its and their officials, officers, directors, employees, shareholders, agents, successors, beneficiaries, permitted assigns, legal representatives and Affiliates. No member, individually or collectively, of the City Council or agent or employee of the City and no officer or director of Grantee incurs or assumes any individual or personal liability by the execution of this Agreement or by reason of default in the performance of any of the terms hereof. All such liability of such officials, agents and employees of the City and officers and directors of Grantee, unless otherwise required by law, is hereby released as a condition of and in consideration for the execution of this Agreement. The signatories to this Agreement, do however, by execution thereof, warrant their authority to sign this Agreement.

Section 16.6 Choice Of Forum.

Any legal action regarding this Agreement shall be brought in the appropriate court located in Chicago, Illinois. The parties hereby submit to the personal jurisdiction and venue of such courts located in Chicago, Illinois for the purpose of enforcing the provisions of this Agreement.

Section 16.7 Waiver.

Failure or delay on the part of the City to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver, to be effective, must be in writing, and must be signed by the appropriate City officials making the waiver. A written waiver of default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

Section 16.8 Amendment.

No revision, modification, or amendment of this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the City and Grantee. Typographical errors may be corrected or other minor changes made to this Agreement if those corrections are initialed by the party to be bound.

Section 17. Execution Copies.

This Agreement is executed in triplicate, each of which shall constitute an original instrument.

In Witness Whereof, The City has caused this Agreement to be duly executed in its name and behalf as of the date first written by its Mayor, its Commissioner of the Department of General Services and its Commissioner of the Department of Public Works and its seal to be hereunto duly affixed and attested by its City Clerk, and the Grantee has signed and sealed the same on or as of the day and year first written.

(Seal)

City of Chicago

Attest:

By: _____
Title: Mayor, City of Chicago

_____
City Clerk, City of Chicago

By: _____
Title: Commissioner of the Department of General Services

Reviewed As To Form
And Legality:

_____
Assistant Corporation Counsel

By: _____
Title: Commissioner of the Department of Public Works

Diginet Communications, Inc.-
Midwest

By: _____
Title: President

Attest:

_____

[Exhibits "2" and "3" attached to this Telecommunications System Use Agreement printed on pages 23090 through 23091 of this Journal.]

Exhibit "1" attached to this Telecommunications System Use Agreement reads as follows:

Exhibit "1"

To Telecommunications System Use Agreement.

Grantee's system within the public ways of the City of Chicago shall run for a distance of no more than 62,675 lineal feet or approximately 11.87 miles within the City limits of the City of Chicago.

The exact locations of each component of Grantee's Telecommunications System shall be presented to and reviewed by the Department of General Services and the Department of Public Works on an on-going basis prior to construction as Grantee files for construction permits and constructs its Telecommunications System and construction permits shall be issued by the Department of Public Works specifying the exact locations of Grantee's Telecommunications System.

Grantee's authorized system shall consist of three components which are described as follows:

1. Prior Authorized Footage. A Telecommunications System Originating At 600 West Grand Avenue And Continuing Along And Inside Right-Of-Way Of The Chicago And Northwestern Railroad Under/Over The Following Intersections In The public Ways Of The City:

a. Beginning at a point 18 feet west of the west tracks of the Chicago and Northwestern Railroad and at the center line of West Devon Avenue continuing in a southerly direction along and inside the right-of-way of the Chicago and Northwestern Railroad to Rogers Avenue.

b. Rogers Avenue T. 40 N. -- R. 13 E. Section 9, beginning at a point 23 feet north of the center line of Rogers Avenue and 34 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad to a point 23 feet south of the center line of Rogers Avenue and 34 feet west of the southwest tracks of the Chicago and Northwestern Railroad.

c. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

d. Bryn Mawr Avenue T. 40 N. -- R. 13 E. between Sections 3 and 10, across the extension of Bryn Mawr Avenue beginning at a point 50 feet north of the center line of Bryn Mawr Avenue and 18 feet west of the center of the west tracks of the Chicago and Northwestern Railroad, to a point 50 feet south of the center line of Bryn Mawr Avenue and 18 feet west of the tracks' center line.

e. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

f. Elston Avenue T. 40 N. -- R. 13 E. Section 10, on top of the railroad bridge at Elston Avenue, beginning at a point 42 feet north of the center line of Elston Avenue and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad to a point 37 feet south of the center line of Elston Avenue and 16 feet west of the center line of the west tracks of the Chicago and Northwestern Railroad.

g. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

h. North Kostner Avenue T. 40 N. -- R. 13 E. Section 15, 115 feet beginning at a point 70 feet west of the center line of Kostner and 29 feet northeast of the northeast tracks of the Chicago and Northwestern Railroad to a point 45 feet east of the center line of Kostner Avenue and 29 feet northeast of the center line

of the northeast tracks of the Chicago and Northwestern Railroad.

i. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

j. North Keeler Avenue T. 40 N. -- R. 13 E. Sections 15 and 22, 150 feet to the railroad bridge above the existing clearance over North Keeler Avenue beginning at a point 75 feet northwest of the center line of Keeler Avenue and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 75 feet southeast of the center line of Keeler Avenue and parallel to the track.

k. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

l. Irving Park Road T. 40 N. -- R. 13 E. Sections 15 and 22, 207 feet to the railroad bridge above the existing clearance over Irving Park Road beginning at a point 100 feet northwest of the center line of Irving Park Road and 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 7 feet northeast of the center line of the northeast track of the Chicago and Northwestern Railroad.

m. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

n. Addison Street T. 40 N. -- R. 13 E. Section 23, 147 feet to the railroad bridge above the existing clearance at Addison Street beginning at a point 73 feet northwest of the center line of Addison Street and 7 feet northeast of the center line of the northeast Chicago and Northwestern Railroad tracks and attached to the bridge along to a point 74 feet northeast of the center line of Addison Street and parallel to the Chicago and Northwestern Railroad.

o. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

p. Kimball Avenue T. 40 N. -- R. 13 E. Section 23, 110 feet, 4 feet deep beneath Kimball Avenue beginning at a point 55 feet southwest of the center line of Kimball Avenue and 8 feet southwest of the center line of the Chicago and Northwestern Railroad southwest tracks and to a point 55 feet southeast of the center line of Kimball Avenue and parallel to the track.

q. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

r. Kedzie and Belmont Avenues T. 40 N. -- R. 13 E. Sections 23, 24, 25 and 26, 413 feet to the railroad bridges above the existing clearance over Kedzie and Belmont Avenues beginning at a point 60 feet southwest of the center line of Kedzie Avenue and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 71 feet southeast of the center line of Belmont Avenue and parallel to the track.

s. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

t. Sacramento Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over Sacramento Avenue beginning at a point 59 feet southwest of the center line of Sacramento Avenue and 7 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 59 feet southeast of the center line of Sacramento Avenue and parallel to the track.

u. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

v. Francisco and Wellington Avenues T. 40 N. -- R. 13 E. Section 25, around an abandoned underpass southwest of the intersection of North Francisco Avenue and Wellington Avenue and southwest of the Chicago and Northwestern Railroad tracks, beginning at a point 9 feet southwest of the southwest wing wall and 34 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad parallel to the tracks to a point 20 feet southeast of the southeast wing wall.

w. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

x. North California Avenue T. 40 N. -- R. 13 E. Section 25, 118 feet to the railroad bridge above the existing clearance over North California Avenue beginning at a point 48 feet west of the center line of California Avenue and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of California and parallel to the track.

y. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

z. Diversey Avenue T. 40 N. -- R. 13 E. Section 25, 147 feet to the railroad bridge above the existing clearance over Diversey Avenue beginning at a point 73 feet west of the center line of Diversey and 7 feet southwest of the center line of the southwest Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 74 feet east of the center line of Diversey Avenue, 7 feet parallel to the track.

aa. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ab. West Logan Boulevard T. 40 N. -- R. 14 E. Section 30, 157 feet to the railroad bridge above the existing clearance over West Logan Boulevard beginning at a point 78 feet west of the center line of Logan Boulevard and 10 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 77 feet east of the center line of Logan and parallel to the tracks.

ac. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ad. Fullerton Avenue T. 40 N. -- R. 14 E. Sections 30 and 31, 153 feet to the railroad bridge above the existing clearance over Fullerton Avenue beginning at a point 76 feet west of the center line of Fullerton Avenue and 7 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the bridge along to a point 77 feet east of the center line of Fullerton Avenue and parallel to the tracks.

ae. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

af. Damen Avenue T. 40 N. -- R. 14 E. Section 31, beginning at a point 52 feet west of the center line of Damen Avenue and 7 feet southwest of the center line of the southwest tracks of the Chicago and Northwestern Railroad and attaching to the railroad bridge over Damen Avenue along to a point 52 feet east of the center line of Damen Avenue parallel to the Chicago and Northwestern Railroad tracks.

ag. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ah. Webster Avenue T. 40 N. -- R. 14 E. Section 31, 102 feet beginning at a point 51 feet west of the center line of Webster Avenue and 7 feet southwest of the center line of the southwest track of the Chicago and Northwestern Railroad to a point 51 feet east of the center line of Webster Avenue and parallel to the track.

ai. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

aj. West Armitage Avenue T. 40 N. -- 14 E. Section 31, 140 feet on top of the railroad bridge above the existing clearance over West Armitage Avenue beginning at a point 70 feet west of the center line of Armitage Avenue and southwest of the center line of the Chicago and Northwestern tracks and on top of the bridge along to a point 70 feet east of the center line of Armitage Avenue and parallel to the track.

ak. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

al. Cortland Street T. 40 N. -- R. 14 E. Sections 31 and 32, 242 feet to the railroad bridge above the existing clearance over Cortland Street beginning at a point 121 feet west of the center line of Cortland Street and southwest of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 121 feet east of the center line of Cortland Street and parallel to the track.

am. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

an. North Avenue T. 40 N. -- R. 14 E. Section 32 and T. 39 N. -- R. 14 E. Section 5, 82 feet on top of the railroad bridge above the existing clearance over North Avenue beginning at a point 41 feet north of the center line of North Avenue and west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 41 feet south of the center line of North Avenue and parallel to the tracks.

ao. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ap. Division Street T. 39 N. -- R. 14 E. Section 5, 110 feet, on top of the railroad bridge above the existing clearance over Division Street beginning at a point 55 feet north of the center line of Division Street and 13 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the

bridge along to a point 55 feet south of the center line of Division Street and parallel to the tracks.

aq. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ar. Augusta Boulevard T. 39 N. -- R. 14 E. Section 5, 120 feet on top of the railroad bridge above the existing clearance over Augusta Boulevard beginning at a point 60 feet north of the center line of Augusta Boulevard and 8 feet west of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 60 feet south of the center line of Augusta Boulevard and parallel to the tracks.

as. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

at. Racine Avenue T. 39 N. -- R. 14 E. Section 5, 58 feet on top of the railroad bridge above the existing clearance over Racine Avenue beginning at a point 29 feet west of the center line of Racine Avenue and 7 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 29 feet east of the center line of Racine Avenue and parallel to the tracks.

au. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

av. Elston Avenue T. 39 N. -- R. 14 E. Section 5, 88 feet on top of the railroad bridge above the existing clearance over Elston Avenue beginning at a point 44 feet west of the center line over Elston Avenue and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 44 feet east of the center line of Elston Avenue and parallel to the tracks.

aw. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

ax. May Street T. 39 N. -- R. 14 E. Section 5, 40 feet on top of the railroad bridge above the existing clearance over May Street beginning at a point 20 feet west of the center line of May Street and 8 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 20 feet east of the center line of May Street and parallel to the tracks.

ay. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

az. Ogden Avenue T. 39 N. -- R. 14 E. Section 5, 112 feet on top of the railroad bridge above the existing clearance over Ogden Avenue beginning at a point 56 feet west of the center line over Ogden Avenue and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 56 feet east of the center line of Ogden Avenue and parallel to the tracks.

ba. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bb. Sangamon Street T. 39 N. -- R. 14 E. Section 5, 160 feet on top of the railroad bridge above the existing clearance over Sangamon Street beginning at a point 80 feet west of the center line over Sangamon Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and on top of the bridge along to a point 80 feet east of the center line of Sangamon Street and parallel to the tracks.

bc. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bd. Chicago Avenue T. 39 N. -- R. 14 E. Sections 5 and 8, 139 feet on top of the railroad bridge above the existing clearance over Chicago Avenue beginning at a point 69 feet west of the center line of Chicago Avenue south of the center line of the Chicago and Northwestern Railroad tracks attaching to the bridge along to a point 70 feet east of the center line of Chicago Avenue and parallel to the tracks.

be. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bf. Superior Street T. 39 N. -- R. 14 E. Section 8, 83 feet to the railroad bridge above the existing clearance over Superior Street beginning at a point 41 feet west of the center line of Superior Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior Street and parallel to the tracks.

bg. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bh. Huron Street T. 39 N. -- R. 14 E. Section 8, 84 feet to the railroad bridge above the existing clearance over Huron Street beginning at a point 42 feet west of the center line of Huron Street and 9 feet south of the center line of the Chicago

and Northwestern Railroad tracks and attaching to the bridge along to a point 42 feet east of the center line of Superior Street and parallel to the tracks.

bi. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bj. Green Street T. 39 N. -- R. 14 E. Section 5, 120 feet to the railroad bridge above the existing clearance over Green Street beginning at a point 60 feet west of the center line over Green Street and 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 60 feet east of the center line of Green Street and parallel to the tracks.

bk. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bl. Alley between Green Street and Halsted Street T. 39 N -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over the alley beginning at a point 18 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 18 feet east of the alley and parallel to the tracks.

bm. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bn. North Halsted Street T. 39 N. -- R. 14 E. Sections 8 and 9, to the railroad bridge above the existing clearance over Halsted Street beginning at a point 102 feet west of the center line of Halsted Street south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 102 feet east of the center line of Halsted Street and parallel to the tracks.

bo. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bp. Grand Avenue T. 39 N. -- R. 14 E. Section 9, 190 feet above the existing clearance over Grand Avenue beginning at a point 85 feet west of the center line of Grand Avenue 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 85 feet east of the center line of Grand Avenue and parallel to the tracks.

bq. Continuing along and inside the right-of-way of the Chicago line of and Northwestern Railroad in a southerly direction.

br. Alley between Grand Avenue and Desplaines Street T. 39 N. Chicago R. 14 E. Section 9, across a gravel alley, between Grand Avenue and Desplaines Street beginning at a point 40 feet west of the center line over the alley 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and to a point 40 feet east of the center line of the alley and parallel to the tracks.

bs. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bt. Desplaines Street T. 39 N. -- R. 14 E. Section 9, 320 feet above the existing clearance over Desplaines Street beginning at a point 160 feet west of the center line of Desplaines Street 9 feet south of the center line of the Chicago and Northwestern Railroad tracks and attaching to the bridge along to a point 160 feet east of the center line of Desplaines Street and parallel to the tracks.

bu. Continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

bv. Jefferson Street T. 39 N. -- R. 14 E. Section 9, 84 feet beginning at the west right-of-way line of Jefferson Street and 29 feet east thence south 55 feet to a Western Union manhole in Jefferson Street.

bw. Grand Avenue T. 39 N. -- R. 14 E. Section 9, under and across West Grand Avenue, a distance of 71 feet, due east of Halsted Street and due north of Hubbard Street and thence continuing along and inside the right-of-way of the Chicago and Northwestern Railroad in a southerly direction.

Total Prior Authorized Footage in Public Ways: 4,585 feet

Location: Outside of Downtown Business Area

II. Leased Footage. An Existing Telecommunications System Leased From Western Union-ATS ("ATS") Within A Conduit System Owned By ATS Running In/Under The Public Ways Of The City As Described Below:

North -- South Streets.

1. From a point 100 feet north of the center line of Kinzie Street at Clinton Street continuing south on Clinton Street to a point 100 feet south of the center line of Polk Street.

   Total footage approximately 6,365 feet.

2. From a point 100 feet north of the center line of Madison Street at Canal Street continuing south on Canal Street to a point 100 feet south of the center line of Monroe Street.

   Total footage approximately 641 feet.

3. From a point 100 feet north of the center line of Haddock Court at LaSalle Street continuing south on LaSalle Street to a point 100 feet south of the center line of Harrison Street.

   Total footage approximately 4,667 feet.

4. From a point 100 feet north of South Water Street at Garland Court continuing south on Garland Court to a point 100 feet south of Haddock Court.

   Total footage approximately 300 feet.

5. From a point 100 feet north of South Water Street at Beaubien Street continuing south on Beaubien Street to a point 100 feet south of the center line of Randolph Street.

   Total footage approximately 875 feet.

East -- West Streets.

6. From a point 100 feet east of the center line of LaSalle Street at Washington Street continuing west on Washington Street to a point 100 feet west of the center line of Clinton Street.

   Total footage approximately 2,662 feet.

7. From a point 100 feet east of the center line of Canal Street at Monroe Street continuing west on Monroe Street to a point 100 feet west of the center line of Clinton Street.

Total footage approximately 607 feet.

8. From a point east of the center line of Clark Street at Harrison Street continuing west on Harrison Street to a point 100 feet west of the center line of Clinton Street.

Total footage approximately 4,234 feet.

9. From a point 100 feet west of the center line of LaSalle Street at Haddock Court continuing east on Haddock Court to a point 100 feet east of the center line of Garland Court.

Total footage approximately 2,178 feet.

10. From a point 100 feet west of Garland Court at South Water Street continuing east on South Water Street to a point 100 feet east of the center line of Beaubien Street.

Total footage approximately 565 feet.

11. From a point 100 feet east of the center line of LaSalle Street at Van Buren Street continuing west on Van Buren to a point 100 feet west of the center line of Sherman Street.

Total footage approximately 491 feet.

Total Leased Footage in Public Ways: 23,585

Total Footage in Western Union Conduit: 23,585

Mileage: 4.47

Location: All in Downtown Business Area

I. New Footage. A New Telecommunication System Running Within The Chicago Freight Tunnel System of Other Public Ways As Described Below:

East -- West Streets.

1. From a point 100 feet east of the center line of Michigan Avenue at Hubbard Street continuing west on Hubbard Street to a point 100 feet west of the center line of LaSalle Street.

   Total footage approximately 2,520 feet.

2. From a point 100 feet east of the center line of LaSalle Street at Kinzie Street continuing west on Kinzie Street to a point 100 feet west of the center line of Clinton Street.

   Total footage approximately 2,595 feet.

3. From a point 100 feet east of the center line of Beaubien Street at Lake Street continuing west on Lake Street to a point 100 feet west of the center line of Michigan Avenue.

   Total footage approximately 380 feet.

4. From a point 100 feet east of the center line of Michigan Avenue at Haddock Court continuing west on Haddock Court to a point 100 feet west of the center line of Wabash Avenue.

   Total footage approximately 656 feet.

5. From a point 100 feet east of the center line of Wabash Avenue at Randolph Street continuing west on Randolph Street to a point 100 feet west of the center line of Canal Street.

   Total footage approximately 3,983 feet.

6. From a point 100 feet east of the center line of State Street at Madison Street continuing west on Madison Street to a point 100 feet west of the center line of Wacker Drive.

   Total footage approximately 2,641 feet.

7. From a point 100 feet east of the center line of LaSalle Street at Jackson Boulevard continuing west on Jackson Boulevard to a point 100 feet west of the center line of Wacker Drive.

Total footage approximately 1,408 feet. Streets.

8. From a point 100 feet east of the center line of State Street at Van Buren Street continuing west on Van Buren Street to a point 100 feet east of the center line of LaSalle Street.

Total footage approximately 1,252 feet.

9. From the center line of North Garland Court at Wacker Drive continuing west on Wacker Drive to a point 100 feet north of the center line of Lake Street.

Total footage approximately 3,450 feet.

North -- South Streets.

10. From a point 100 feet north of the center line of Hubbard Street at Michigan Avenue continuing south on Michigan Avenue to a point 100 feet south of the center line of Lake Street.

Total footage approximately 1,861 feet.

11. From a point 100 feet north of the center line of Haddock Court at Wabash Avenue continuing south on Wabash Avenue to a point 100 feet south of the center line of Randolph Street.

Total footage approximately 393 feet.

12. From a point 100 feet north of the center line of Randolph Street at State Street continuing south on State Street to a point 100 feet south of the center line of Van Buren Street.

Total footage approximately 3,159 feet.

13. From a point 100 feet north of the center line of Randolph Street at Dearborn Street continuing south on Dearborn Street to a point 100 feet south of the center line of Van Buren Street.

Total footage approximately 3,159 feet.

14. From a point 100 feet north of the center line of Hubbard Street at Clark Street continuing south on Clark Street to a point 500 feet south of the center line of Kinzie Street.

Total footage approximately 850 feet.

15. From a point 100 feet north of the center line of Hubbard Street at LaSalle Street continuing south on LaSalle Street to a point 100 feet south of the center line of Haddock Court.

Total footage approximately 1,300 feet.

16. From a point 100 feet north of the center line of Lake Street at Wacker Drive continuing south on Wacker Drive to a point 100 feet south of the center line of Jackson Boulevard.

Total footage approximately 2,750 feet.

17. From a point 100 feet north of the center line of Randolph Street at Canal Street continuing south on Canal Street to a point 100 feet north of the center line of Madison Street.

Total footage approximately 950 feet.

18. From a point 100 feet north of the center line of Kinzie Street at Franklin Street continuing south on Franklin Street to a point 100 feet south of the center line of Wacker Drive.

Total footage approximately 925 feet.

Total New Footage in Public Ways: 34,232

Mileage: 6.48

Location: All in Downtown Business Area

Exhibit 2

East -- West Streets.

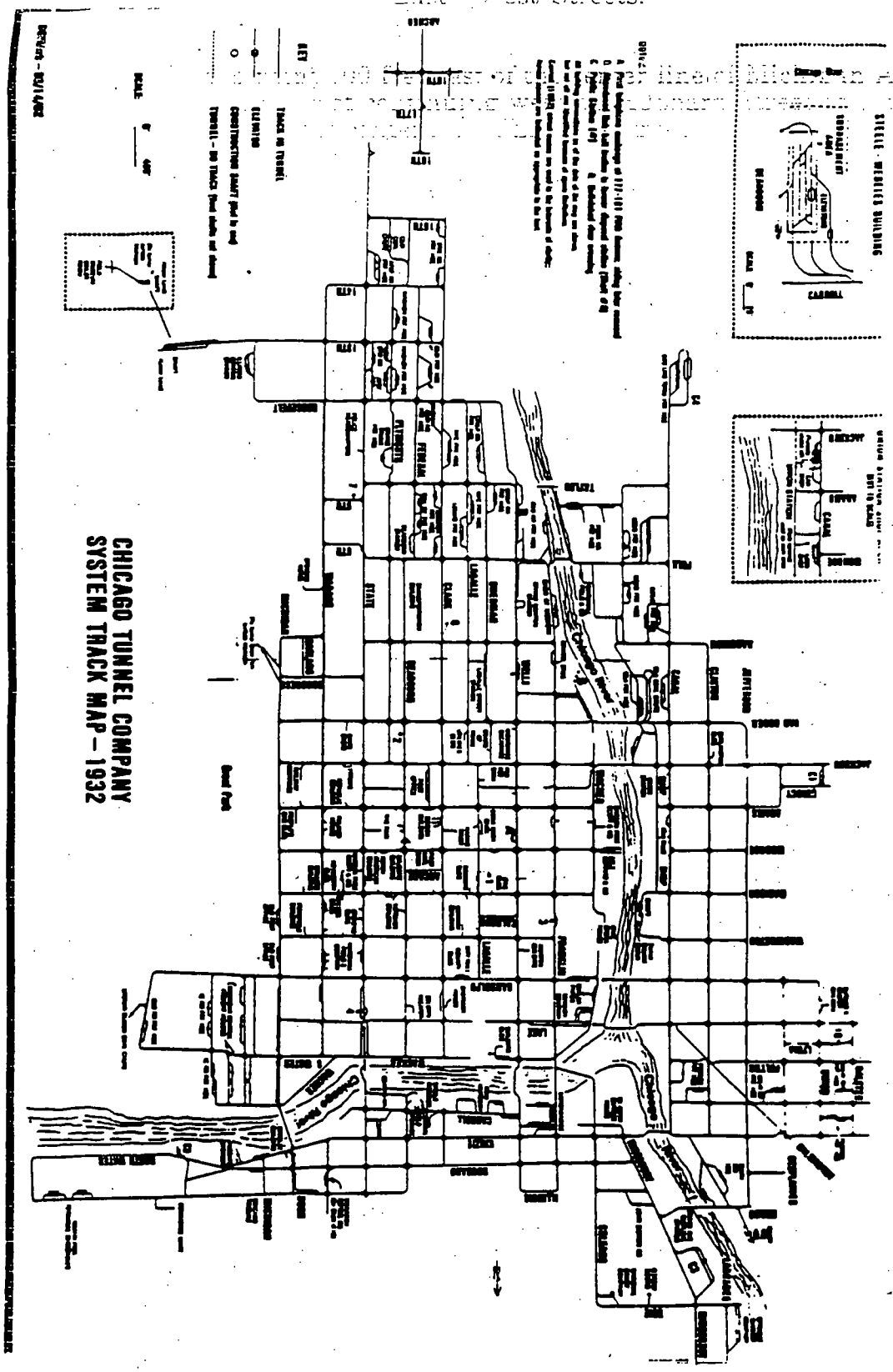
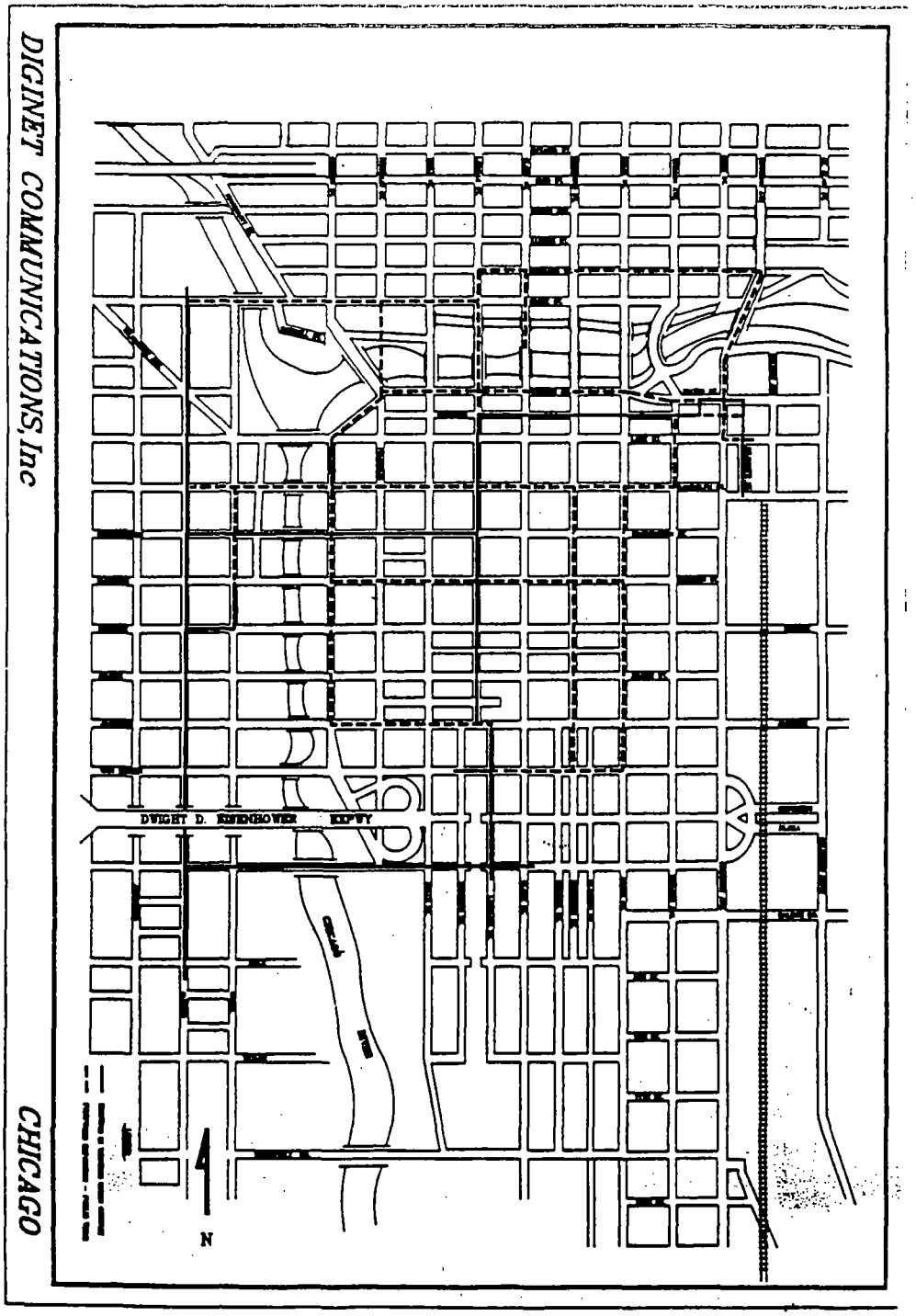


Exhibit 3


DIGINET COMMUNICATIONS, Inc
CHICAGO
DWIGHT D. EISENHOWER EXPWY
N

"From a point 100 feet north of the center line of Hubbard Street at
MISCELLANEOUS BUSINESS Street [illegible] a point [illegible] feet
[illegible] the center line of Hubbard Street..."

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Forty-two students from Burr Elementary School, accompanied by teachers, Mrs. Johanna Tamas and Mrs. Tania Kaszuba.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the thirty-first (31st) day of October, 1990, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the Seventh (7th) day of November, 1990, at 10:00 A.M., in the Council Chamber in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Steele, Beavers, Dixon, Shaw, Vrdolyak, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Troutman, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, E. Smith, Davis, Bialczak, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, M. Smith, Orr, Stone -- 49.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, The Honorable Richard M. Daley, Mayor, relinquished the Chair to Alderman Luis Gutierrez, President Pro Tempore.

Rules Suspended -- PUBLIC HEARING ON EXECUTIVE BUDGET FOR YEAR 1991.

Alderman Austin moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to convene a public hearing on the 1991 Executive Budget. The motion *Prevailed* by a viva voce vote.

Alderman Austin then requested that the record reflect the public hearing convened at 12:55 P.M.

After indicating that interpreters were available for the hearing impaired and for any Spanish speaking people, President Pro Tempore Luis Gutierrez thereupon presented the following speaker who addressed the Council:

Ms. Toni Hartrich Director of Research	Civic Federation

At this point in the proceedings, Alderman Natarus moved to appoint Alderman Eisendrath as Temporary Chairman. The motion *Prevailed* by a viva voce vote.

Chairman Eisendrath then presented the following speakers who addressed the Council:

Mr. Samuel R. Mitchell	Chicago Association of Commerce and Industry
Mr. Frank Williams Chairman	Chicagoland Association of Real Estate Boards

Ms. Edna Pardo President	League of Women Voters of Chicago
Mr. Lew Kreinberg	Center for Neighborhood Technology
Mr. William G. Bradna President	Chicago Property Owners Association
Mr. Ted Wysocki Executive Director	Chicago Association of Neighborhood Development Organizations
Ms. Jacqueline C. Leavy Project Coordinator	Neighborhood Capital Budget Group
Ms. Jo Patton Director	Chicago Recycling Coalition
Ms. Marian Byrnes	35th District Environmental Task Force
Mr. Gregory R. Zyvert Executive Director	Southeast Alcohol and Drug Abuse Center

The following individuals were registered with the Council and/or provided written statements:

Ms. Beverly Lubin	Howard-Paulina Development Corporation
Mr. Joel Bookman	Lawrence Avenue Development Corporation
Mr. Carl B. Bufalini	North Business and Industrial Council
Ms. Frankie Knibb	Center for Neighborhood Technology
Mr. David Hunt	Chicago Rehab. Network
Ms. Maureen Dolan	Chicago Electric Options Campaign

Ms. Beatrice Lope	L.S.C. Hedges East/Central Schools
Ms. Julia Goode	Chicago Coalition for the Homeless

At this point in the proceedings, Chairman Eisendrath asked if any others wished to present statements. There was no response.

Thereupon, Alderman Bialczak moved to *Conclude* the public hearing on the 1991 Executive Budget and to resume the regular order of business. The motion *Prevailed* by a viva voce vote.

REGULAR ORDER OF BUSINESS RESUMED.

Adjournment.

Thereupon, Alderman Pucinski moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, November 7, 1990 at 10:00 A.M., in the Council Chamber in City Hall.

Walter S. Kozubowski

WALTER S. KOZUBOWSKI,
City Clerk.