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COPY



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

Regular Meeting -- Wednesday, July 10, 2002

at 10:00 A.M.

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

OFFICIAL RECORD

RICHARD M. DALEY
Mayor

JAMES J. LASKI
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, July 10, 2002

TABLE OF CONTENTS

	Page
Communications From City Officers	89284
Reports Of Committees	89323
Committee On Finance	89323
Committee On Aviation	89594
Committee On Budget	90041
Committee On Buildings	90060
Committee On Economic And Capital Development	90073
Committee On Historical Landmarks	90077
Committee On Housing And Real Estate	90100
Committee On License And Consumer Protection	90132
Committee On Police And Fire	90145
Committee On Special Events And Cultural Affairs	90146
Committee On Traffic	90167
Committee On Transportation And Public Way	90212
Committee On Zoning	90361

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, July 10, 2002

	Page
Joint Committee	90393
Committee On Budget	
Committee On Police And Fire	
Agreed Calendar	90407
New Business Presented By Aldermen	90518
Traffic Regulations, Traffic Signs, Etc.	90518
Zoning Ordinance Amendments	90553
Claims	90556
Unclassified Matters	90559
Free Permits, License Fee Exemptions, Etc.	90616
Approval Of The Journal	90622
Unfinished Business	90622
Miscellaneous Business	90624

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone.

Absent -- Aldermen Lyle and O'Connor.

Call To Order.

On Wednesday, July 10, 2002 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Honorable James J. Laski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Granato, Haithcock, Preckwinkle, Hairston, Beavers, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Stone -- 44.

Quorum present.

Pledge Of Allegiance.

Alderman Burnett led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

Invocation.

Father Larry Dowling, Pastor of Saint Dennis Church, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS
FROM CITY OFFICERS.**

Rules Suspended -- POLICE OFFICER LAURA MARTINEZ
HONORED FOR BRAVERY AND HEROISM.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Police Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On Saturday, June 29, 2002, at 4:55 A.M., 23rd District Chicago Police Officer Laura Martinez (Star Number 18436) was working alone on routine patrol when she saw a woman precariously hanging forty feet above ground from the Lake Shore Drive overpass at Belmont Avenue; and

WHEREAS, The woman, who apparently had tried to jump onto Lake Shore Drive in a suicide attempt, was being held by her boyfriend, who was attempting to prevent her from falling; and

WHEREAS, Officer Martinez immediately entered Lake Shore Drive northbound, turned around and ran from her vehicle toward the overpass; and

WHEREAS, As Officer Martinez approached, the man shouted that he no longer had the strength to hold on, whereupon Officer Martinez, with no regard for her own personal safety, grabbed the woman's arm and began to pull her back onto the overpass; and

WHEREAS, Despite the woman's struggles as she resisted the assistance, Officer Martinez managed to pull the woman to safety and restrain her; and

WHEREAS, Thanks to her immediate and selfless response, Officer Martinez prevented the death or grievous injury that the woman, and possible unaware motorists, would have sustained had the woman fallen into Belmont Avenue; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor Officer Laura Martinez for her outstanding act of bravery and heroism; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Laura Martinez, and placed on permanent record in her personnel files, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Carothers, Suarez and Hansen, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, rose and on behalf of the people of Chicago, expressed gratitude and appreciation to Officer Laura Martinez for her heroic, life-saving rescue. Mayor Daley noted that when Officer Martinez came upon a crisis situation, she acted with bravery and dedication, focused only upon serving and protecting the people of Chicago. After calling the City Council's attention to the presence in the visitor's gallery of Officer Martinez's family, friends and colleagues, Mayor Daley invited Officer Laura Martinez to the Mayor's rostrum where he conveyed his personal thanks and presented her with a parchment copy of the congratulatory resolution.

Rules Suspended -- MEMBERS OF CHICAGO FIRE DEPARTMENT
2ND BATTALION, TRUCK 18 AND SQUAD 5 HONORED
FOR LIFE-SAVING RESCUE.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Police Department.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, On June 5, 2002, at 10:30 P.M., companies of the 2nd Battalion of the City of Chicago Fire Department responded to a report that a thirteen-year-old boy was stuck in the bottom of a catch basin in the rear of a home on the 4200 block of South Union Avenue; and

WHEREAS, Truck Company 18, the first-arriving rescue unit, reported that a boy was stuck up to his knees in thick, dense, clay-like mud and could not be freed without causing him pain or possible injury; and

WHEREAS, While awaiting specialized rescue squad and collapse rescue units to arrive, Lieutenant Martin Perez of Hook and Ladder 18 descended into the confined, ten-foot deep cavity to provide encouragement and the assurance that the fire department would soon free the boy from this dark, cold, tomb-like hole; and

WHEREAS, When Squad 5 arrived, led by Lieutenant Terry O'Donnell, Fire Fighter Timothy Walsh relieved Lieutenant Perez down in the catch basin. Fire Fighter Walsh then placed a rescue harness onto the child and on himself in case either person would need to be suddenly raised; and

WHEREAS, Squad 5 personnel used a Quad-Tector monitoring device to carefully check air quality, to ensure sufficient oxygen and to detect toxic or dangerous gases that are often present in underground atmospheres. These undetected conditions have been known to create deadly results for both the victim and the rescuer. Fresh air was pumped down into the space utilizing heavy-duty fans carried by Squad 5 and used to ventilate areas where fresh air is not otherwise present; and

WHEREAS, EMS and Fire personnel provided continuing medical care and advice, with due regard to the dropping air temperature, which created the risk of hypothermia; accordingly, fire fighters took appropriate measures to keep the

victim's body temperature in the normal range, while several chief officers provided technical advice throughout this arduous operation; and

WHEREAS, While Fire Fighter Walsh of Squad 5 continued the difficult labor of removing the sludge, the rest of the team set up a tripod-hoist device, used to raise victims trapped below grade. Work went on without pause until the victim was successfully removed, without harm, after three hours of sustained work; and

WHEREAS, The efforts and concern shown by all the fire suppression companies and emergency medical teams sent to assist in this rescue illustrates the effective teamwork and skills that are available twenty-four hours a day, three hundred sixty-five days a year, when the Chicago Fire Department arrives at any type of emergency; and

WHEREAS, This incident also demonstrates the dedication and extensive training required to bring a successful conclusion to life-threatening situations; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor:

Squad 5

Truck 18

Lieutenant Terry O'Donnell

Lieutenant Martin Perez

Fire Fighter Joseph Atkins

Fire Fighter Corey Hojek

Fire Fighter Shun Haynes

Fire Fighter Timothy Walsh

who have served the Fire Department and the citizens of Chicago with honor and have earned the respect and acknowledgment of all in attendance here today; and

Be It Further Resolved, That a suitable copy of this resolution be presented to these members of the City of Chicago Fire Department, and placed on permanent record in their personnel files, as a token of our esteem.

On motion of Alderman Burke, seconded by Aldermen Balcer, Rugai and Carothers, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, rose and on behalf of the people of Chicago, extended congratulations and expressed appreciation to the honorees for their heroic rescue. Lauding the honorees for their dedicated professionalism, leadership and teamwork, Mayor Daley also reflected upon and saluted a Fire Department whose training program and implementation of technological innovations have enabled it to effectively respond to the ever-changing elements of its mission. After calling the City Council's attention to the presence in the visitor's gallery of the family and friends of the honorees, Mayor Daley invited to the Mayor's rostrum Lieutenant Terry O'Donnell, Fire Fighter Joseph Atkins, Fire Fighter Corey Hojek, Fire Fighter Shun Haynes, Fire Fighter Timothy Walsh and Lieutenant Martin Perez where he conveyed his personal thanks to the honorees and presented each with a parchment copy of the congratulatory resolution.

Rules Suspended -- CONGRATULATIONS EXTENDED TO RECIPIENTS
OF 2002 COMMUNITY BUILDERS AWARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- I transmit herewith a congratulatory resolution concerning the Chicago Alternative Policing Strategy volunteers.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The greatness of a city can be measured by the vitality of its communities and the commitment of residents to sustaining and improving those communities; and

WHEREAS, The City of Chicago is blessed with vibrant neighborhoods, populated by people of moral character, determination, courage and the vision of what their efforts make possible; and

WHEREAS, In an effort to foster a partnership among community residents and institutional stakeholders, police and other City agencies to address crime and disorder problems across Chicago, the Chicago Alternative Policing Strategy (C.A.P.S.) was created; and

WHEREAS, In order to recognize the outstanding qualities and achievements of Chicago's community heroes, Mayor Richard M. Daley, through the C.A.P.S. program, established the Community Builders Award, conferred annually on those people who organize around an issue or concern and effectively collaborate to develop an integral approach which addresses crime and/or improves the quality of life for their neighborhood; and

WHEREAS, Gloria Purifoy, Brian Bernadoni, Lourdes Morales, Ida King, Elder John F. Hannah, Crystal Robinson, Victor Jamarillo, Evaristo Roman and Jamelle Ward are the recipients of the 2002 Community Builders Award; and

WHEREAS, The tireless efforts of these Community Builders to assist at-risk children, implement traffic safety programs, improve neighborhood and youth programs and strengthen police-community relations have improved the lives of not only their neighbors but of all Chicagoans; and

WHEREAS, Without seeking any recognition or reward, each of these Community Builders has earned the respect, gratitude and admiration of all Chicagoans; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor the recipients of the 2002 Community Builders Award: Gloria Purifoy, Brian Bernadoni, Lourdes Morales, Ida King, Elder John F. Hannah, Crystal Robinson, Victor Jamarillo, Evaristo Roman and Jamelle Ward; and

Be It Further Resolved, That we express the gratitude of all Chicagoans for the Community Builders' selfless efforts, outstanding achievements and extraordinary virtues; and

Be It Further Resolved, That suitable copies of this resolution be presented to Gloria Purifoy, Brian Bernadoni, Lourdes Morales, Ida King, Elder John F. Hannah, Crystal Robinson, Victor Jamarillo, Evaristo Roman and Jamelle Ward as a token of our esteem and good wishes.

On motion of Alderman Burke, seconded by Aldermen Haithcock, Preckwinkle, Coleman, Rugai, Solis, Ocasio, Burnett, Carothers, Colom, Mitts, Moore and Stone, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, rose and on behalf of the people of Chicago, conveyed congratulations to the recipients of the 2002 Community Builders Award. Rejecting the common view that societal scourges such as weapons violence and drug abuse are attributable to young people, Mayor Daley declared that it is adults who must ultimately accept and assume responsibility. The willingness of Chicagoans to bear responsibility, evidenced through participation in such endeavors as C.A.P.S., local school councils, park district advisory boards and community groups gives Chicagoans a unique ownership of their city and, the Mayor continued is at the core of Chicago's unique livability. The 2002 Community Builders Award recipients are, the Mayor stated, signal

examples of the impact dedicated, public-spirited citizens can have not only on their own communities but on the entire city. Individuals do, in fact, make a difference the Mayor declared and invited to the Mayor's rostrum Ms. Gloria Purifoy, Mr. Brian Bernadoni, Ms. Lourdes Morales, Ms. Ida King, Elder John F. Hannah, Mr. Victor Jamarillo and Mr. Evaristo Roman where he extended his personal appreciation for their efforts and presented each with a parchment copy of the congratulatory resolution.

Referred -- AMENDMENT OF TITLES 2 AND 9 OF MUNICIPAL
CODE OF CHICAGO CONCERNING VEHICLE
IMMOBILIZATION AND PARKING TICKET
AMNESTY.

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

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Director of Revenue, I transmit herewith an ordinance concerning vehicle immobilization and parking ticket amnesty.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

7/10/2002

COMMUNICATIONS, ETC.

89293

Referred -- AMENDMENT OF CITY MORTGAGE PROGRAM
CONCERNING INTEREST RATE FORMULA FOR
SINGLE-FAMILY MORTGAGE REVENUE
REFUNDING BONDS, DRAW DOWN
SERIES 2002.

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

July 10, 2002.

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 amendment to the City Mortgage Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF REDEVELOPMENT AGREEMENT
WITH FJV VENTURE FOR PROPERTY AT
108 NORTH STATE 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

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amended redevelopment agreement with FJV Venture.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF MORTGAGE REVENUE
BONDS FOR BENEFIT OF KING PRESERVATION PARTNERSHIP
CONCERNING CONSTRUCTION OF MULTI-FAMILY
AFFORDABLE HOUSING AT 5035 SOUTH DR.
MARTIN LUTHER KING, JR. DRIVE.

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

7/10/2002

COMMUNICATIONS, ETC.

89295

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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 issuance of mortgage revenue bonds for the benefit of King Preservation Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR APPROVAL OF REDEVELOPMENT
PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA
AND ADOPTION OF TAX INCREMENT ALLOCATION
FINANCING FOR AVALON PARK-SHORE
REDEVELOPMENT PROJECT AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances concerning creation of the Avalon Park-Shore T.I.F.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY
OF CITY OF CHICAGO ENTERPRISE ZONE REVENUE BONDS
SERIES 2002 FOR BENEFIT OF J & A, L.L.C.

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

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the issuance of empowerment zone facility bonds for the benefit of J&A, L.L.C.

7/10/2002

COMMUNICATIONS, ETC.

89297

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LOAN AGREEMENT
WITH WEST MAYPOLE LIMITED PARTNERSHIP FOR
CONSTRUCTION OF AFFORDABLE HOUSING
WITHIN HENRY HORNER HOMES
PHASE IIA1 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

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a loan agreement with West Maypole Limited Partnership.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- ADOPTION OF GUIDELINES FOR EXPENDITURE OF
TAX INCREMENT FINANCING REVENUES FOR
CONSTRUCTION OF AFFORDABLE HOUSING.

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

July 10, 2002.

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 concerning T.I.F. affordable housing guidelines.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF LOAN AGREEMENT WITH ASSOCIATES OF
URBAN DAY SCHOOL FOR DEVELOPMENT OF LOW-INCOME
HOUSING AT 5441 -- 5451 SOUTH MICHIGAN 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*:

7/10/2002

COMMUNICATIONS, ETC.

89299

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of an amended loan agreement with Associates of Urban Day School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF YEAR 2002 ANNUAL APPROPRIATION
ORDINANCE WITHIN FUND 925.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit

herewith a Fund 925 amendment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF EMPOWERMENT
ZONE GRANT AGREEMENTS WITH EIGHTEENTH
STREET DEVELOPMENT CORPORATION AND
SOWETO CENTER CHICAGO.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Chicago Empowerment Zone, I transmit herewith two ordinances authorizing the execution of empowerment zone grant agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

7/10/2002

COMMUNICATIONS, ETC.

89301

*Referred -- AUTHORIZATION FOR INSTALLATION OF
WATER MAINS AT VARIOUS LOCATIONS.*

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed orders transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith water main orders.

Your favorable consideration of these orders will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

*Referred -- APPROVAL OF NEGOTIATED SALE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH
MR. ANDRES EDUARDO SCHCOLNIK FOR PROPERTY
AT 6400 -- 6410 SOUTH WOODLAWN AVENUE.*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of property located at 6400 -- 6410 South Woodlawn Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF NEGOTIATED SALE TO AND AUTHORIZATION
FOR EXECUTION OF REDEVELOPMENT AGREEMENT WITH NEW
GREATER SAINT JOHN MISSIONARY BAPTIST CHURCH
FOR PROPERTY AT 3115 -- 3123 WEST
WARREN BOULEVARD.

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 and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

7/10/2002

COMMUNICATIONS, ETC.

89303

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of property located at 3115 -- 3123 West Warren Boulevard.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF CONVEYANCE TO AND AUTHORIZATION FOR
EXECUTION OF REDEVELOPMENT AGREEMENT WITH GENESIS
CONSTRUCTION SERVICES, INC. FOR PROPERTY AT
537 WEST 103RD PLACE.

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 and Real Estate:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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 conveyance of property located at 537 West 103RD Place.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF NEGOTIATED SALE TO AND EXECUTION OF
REDEVELOPMENT AGREEMENT WITH MR. SAUL WAIMBERK FOR
PROPERTIES AT 2120 NORTH POINT STREET AND
2772 WEST FRANCIS PLACE.

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 and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the negotiated sale of property to Mr. Saul Waimberk.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

7/10/2002

COMMUNICATIONS, ETC.

89305

Referred -- ACCEPTANCE OF BIDS FOR, APPROVAL OF CONVEYANCE
TO AND EXECUTION OF LEASE AGREEMENTS WITH VARIOUS
ENTITIES FOR CITY-OWNED PROPERTIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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 ordinances authorizing conveyances of city owned property and the execution of lease agreements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH LEGACY DEVELOPMENT GROUP, L.L.C. FOR PROPERTY
AT 11 -- 15 EAST 9TH 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 Housing and Real Estate*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a lease agreement with Legacy Development Group, L.L.C.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL FOR DEVELOPMENT OF NEW
MONROE DISTRICT 12 POLICE STATION.

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 and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 10, 2002.

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

7/10/2002

COMMUNICATIONS, ETC.

89307

LADIES AND GENTLEMEN -- At the request of the Public Building Commission, I transmit herewith an ordinance concerning the 12th District Police Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

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

The Honorable James J. Laski, 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 -- TRANSCRIPT OF PUBLIC HEARING ON
LAND ACQUISITION IN CONNECTION WITH
O'HARE MODERNIZATION PROGRAM.

A communication from Mr. Benjamin D. Gibson, First Corporation Council, under the date of July 9, 2002, transmitting the transcript of proceedings concerning the land acquisition public hearing held on July 8, 2002, at 6:00 P.M. in connection with the O'Hare Modernization Program, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF CITY OF CHICAGO
SALES TAX REVENUE REFUNDING BONDS,
VARIABLE RATE, SERIES 2002.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under the date

of June 27, 2002, transmitting the Notification of Sale, together with the Third Supplemental Trust Indenture and the Reimbursement and Standby Bond Purchase Agreement concerning the issuance and sale of City of Chicago, Sales Tax Refunding Bonds, Variable Rate, Series 2002, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF COLLATERALIZED
SINGLE-FAMILY MORTGAGE REVENUE
BONDS, SERIES 2002A.

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under the date of June 27, 2002, transmitting the Notification of Sale, together with the Bond Purchase Agreement, the Trust Indenture, the Preliminary Official Statement and the Official Statement concerning the issuance and sale of Collateralized Single-Family Mortgage Revenue Bonds, Series 2002A, which was *Placed on File*.

Placed On File -- NOTIFICATION OF SALE OF INDUSTRIAL
DEVELOPMENT REVENUE BONDS, SERIES 2002
(SPEEDY REDI-MIX HOLDINGS, INC.).

A communication from Mr. Walter K. Knorr, Chief Financial Officer, under the date of June 28, 2002, transmitting the Notification of Sale, together with the Loan Agreement, the Trust Indenture and the Tax Compliance Agreement concerning the issuance and sale of Industrial Development Revenue Bonds, Series 2002 (Speedy Redi-Mix Holdings, Inc.), which was *Placed on File*.

Placed On File -- STATE APPROVAL OF ORDINANCE CONCERNING
MOTOR FUEL TAX FUND PROJECT.

A communication from Mr. John P. Kos, P.E., District Engineer, Illinois Department

of Transportation, under the date of June 27, 2002, transmitting the notification that the Department of Transportation of the State of Illinois has approved the ordinance passed by the City Council on May 13, 2002 involving expenditure of Motor Fuel Tax Funds for improved street maintenance in improved streets, county and state highways during year 2002, which was *Placed on File*.

Placed On File -- SUBMISSION OF DOCUMENTS TO FEDERAL
AVIATION ADMINISTRATION REGARDING PASSENGER
FACILITY CHARGE PROGRAM AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

A communication from Mr. Daryl McNabb, P.F.C. Director, Department of Aviation, under the date of June 28, 2002, transmitting documents regarding the Passenger Facility Charge Program at Chicago O'Hare International Airport, which was *Placed on File*.

Placed On File -- TAX INCREMENT FINANCING DISTRICT ANNUAL
REPORTS FOR YEAR ENDED DECEMBER 31, 2001.

A transmittal from Mr. Stephen R. Patterson, City Planner V, transmitting one hundred twelve annual reports for the year ended December 31, 2001 for the following tax increment financing districts, which was *Placed on File*:

Addison Corridor North Redevelopment Project Area;

Addison/Kimball Industrial Park Conservation Area;

Archer/Central Redevelopment Project Area;

Archer Courts Redevelopment Project Area;

Belmont/Central Redevelopment Project Area;

Belmont/Cicero Redevelopment Project Area;
Bloomington/Laramie Redevelopment Project Area;
Bronzeville Redevelopment Project Area;
Bryn Mawr/Broadway Redevelopment Project Area;
Calumet Avenue/Cermak Road Redevelopment Project Area;

Canal/Congress Redevelopment Project Area;
Central Loop Redevelopment Project Area;
Central West Redevelopment Project Area;
Cicero/Archer Redevelopment Project Area;
Chatham-Ridge Redevelopment Project Area;

Chicago/Kingsbury Redevelopment Project Area;
Chinatown Basin Redevelopment Project Area;
Clark/Montrose Redevelopment Project Area;
Clark Street and Ridge Avenue Redevelopment Project Area;
Devon/Western Redevelopment Project Area;

Division/Hooker Redevelopment Project Area;
Division/Homan Redevelopment Project Area;
Division/North Branch Redevelopment Project Area;
Eastman/North Branch Redevelopment Project Area;
Edgewater Redevelopment Project Area;

Englewood Mall Redevelopment Project Area;

Englewood Neighborhood Redevelopment Project Area;

Forty-first Street and Dr. Martin Luther King, Jr. Drive Redevelopment Project Area;

Fullerton/Milwaukee Redevelopment Project Area;

Fullerton/Normandy Redevelopment Project Area;

Galewood/Armitage Industrial Redevelopment Project Area;

Goose Island Redevelopment Project Area;

Greater Southwest Industrial Corridor (east) Redevelopment Project Area;

Greater Southwest Industrial Corridor (west) Redevelopment Project Area;

Homan/Grand Trunk Redevelopment Project Area;

Homan/Arthington Redevelopment Project Area;

Howard/Paulina Redevelopment Project Area;

Humboldt Park Commercial Redevelopment Project Area;

Irving/Cicero Redevelopment Project Area;

Jefferson Park Business District Redevelopment Project Area;

Jefferson/Roosevelt Redevelopment Project Area;

Kinzie Industrial Corridor Redevelopment Project Area;

Lake Calumet Area Industrial Redevelopment Project Area;

Lawrence/Broadway Redevelopment Project Area;

Lawrence/Kedzie Redevelopment Project Area;

Lincoln Avenue Redevelopment Project Area;
Lincoln/Belmont/Ashland Redevelopment Project Area;
Madison/Austin Corridor Redevelopment Project Area;
Michigan/Cermak Redevelopment Project Area;
Midwest Redevelopment Project Area;

Midwest Industrial Corridor Redevelopment Project Area;
Mont Clare Redevelopment Project Area;
Near North Redevelopment Project Area;
Near South Redevelopment Project Area;
Near West Redevelopment Project Area;

North Cicero Redevelopment Project Area;
North Branch (North) Redevelopment Project Area;
North Branch (South) Redevelopment Project Area;
Northwest Industrial Corridor Redevelopment Project Area;
Ohio/Wabash Redevelopment Project Area;

Peterson/Cicero Redevelopment Project Area;
Peterson/Pulaski Redevelopment Project Area;
Pilsen Industrial Corridor Redevelopment Project Area;
Portage Park Redevelopment Project Area;
Pulaski Corridor Redevelopment Project Area;

Read-Dunning Redevelopment Project Area;
River South Redevelopment Project Area;
River West Redevelopment Project Area;
Roosevelt/Canal Redevelopment Project Area;
Roosevelt/Cicero Redevelopment Project Area;

Roosevelt/Homan Redevelopment Project Area;
Roosevelt/Racine Redevelopment Project Area;
Roosevelt/Union Redevelopment Project Area;
Ryan/Garfield Redevelopment Project Area;
Sanitary Drainage and Ship Canal Redevelopment Project Area;

South Chicago Redevelopment Project Area;
South Works Industrial Redevelopment Project Area;
Stockyards Annex Redevelopment Project Area;
Stockyards Industrial Commercial Redevelopment Project Area;
Stockyards Southeast Quadrant Industrial Redevelopment Project Area;

Stony Island Commercial and Burnside Industrial Corridor Redevelopment Project Area;
West Grand Redevelopment Project Area;
West Irving Park Redevelopment Project Area;
West Pullman Industrial Park Conservation Area;
West Ridge/Peterson Redevelopment Project Area;

Western Avenue North Redevelopment Project Area;

Western Avenue South Redevelopment Project Area;

Western/Ogden Redevelopment Project Area;

Wilson Yard Redevelopment Project Area;

Woodlawn Redevelopment Project Area;

24th/Michigan Redevelopment Project Area;

26th/Kostner Redevelopment Project Area;

35th/Halsted Redevelopment Project Area;

35th and Wallace Redevelopment Project Area;

43rd/Cottage Grove Redevelopment Project Area;

43rd and Damen Redevelopment Project Area;

49th/St. Lawrence Redevelopment Project Area;

51st/Archer Redevelopment Project Area;

53rd Street Redevelopment Project Area;

60th and Western Redevelopment Project Area;

63rd/Pulaski Redevelopment Project Area;

71st and Stony Island Redevelopment Area;

72nd and Cicero Redevelopment Project Area;

73rd and Kedzie Redevelopment Project Area;

79th Street Corridor Redevelopment Project Area;

79th Street/Southwest Highway Redevelopment Project Area;
89th and State Redevelopment Project Area;
95th Street and Stony Island Redevelopment Project Area;
95th and Western Redevelopment Project Area;
105th/Vincennes Redevelopment Project Area;
111th Street/Kedzie Avenue Business District Redevelopment Project Area;
126th and Torrence Redevelopment Project Area;

Placed On File -- COMMERCIAL AVENUE TAX INCREMENT
FINANCING REDEVELOPMENT PLAN AND PROJECT.

A communication from Ms. Magali Matarazzi, Assistant Corporation Council, under date of June 28, 2002, transmitting the proposed Commercial Avenue Tax Increment Finance Program Redevelopment Plan and Project for the Proposed Commercial Avenue Tax Increment Financing Redevelopment Project Area, which includes the Eligibility Study attached thereto as Exhibit V and the Housing Impact Study attached thereto as Exhibit VI, which was *Placed on File*.

Placed On File -- MADDEN/WELLS TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT.

A communication from Mr. Steven J. Holler, Senior Counsel, under the date of June 28, 2002, transmitting the proposed Madden/Wells Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project for the proposed Madden/Wells Tax Increment Financing Redevelopment Project Area, which includes the Eligibility Report attached thereto as Exhibit IV and the Housing Impact Study attached thereto as Exhibit V, which was *Placed on File*.

*Placed On File -- 119TH/I-57 TAX INCREMENT FINANCING
REDEVELOPMENT PLAN AND PROJECT.*

A communication from Ms. Magali Matarazzi, Assistant Corporation Council, under the date of June 28, 2002, transmitting the proposed 119th/I-57 Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project, together with an Eligibility Study and a Housing Impact Study for the proposed 119th/I-57 Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

*Placed On File -- REVISED ELIGIBILITY STUDY AND REDEVELOPMENT
PLAN AND PROJECT FOR PROPOSED AVALON PARK/SOUTH
SHORE TAX INCREMENT FINANCING REDEVELOPMENT
PROJECT AREA.*

A communication from Ms. Miluska L. Notova, Assistant Corporation Council, under the date of July 8, 2002, transmitting the revised Eligibility Study and Redevelopment Plan and Project for the proposed Avalon Park/South Shore Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

*Placed On File -- 87TH/COTTAGE GROVE TAX INCREMENT FINANCING
DISTRICT ELIGIBILITY STUDY, REDEVELOPMENT
PLAN AND PROJECT.*

A communication from Adam R. Walker, Assistant Corporation Council, under the date of June 28, 2002, transmitting the proposed 87th/Cottage Grove Redevelopment Project Area Tax Increment Financing District Eligibility Study together with the Redevelopment Plan and Project and the Housing Impact Study for the proposed 87th/Cottage Grove Tax Increment Financing Redevelopment Project Area, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on June 19, 2002 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 9, 2002 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council* of the regular meeting held on June 19, 2002, 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:

Mr. Said Alharsha, in care of Mr. James J. Banks, -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map Number 16-J in area bounded by:

West 65th Street; South Kedzie Avenue; the public alley next south of and parallel to West 65th Street; and a line 125 feet west of and parallel to South Kedzie Avenue.

Mr. Henry Brownell, in care of Gordon & Pikarski -- to classify as a C1-4 Restricted Commercial District instead of a C1-2 Restricted Commercial District the area shown on Map Number 7-H bounded by:

North Clybourn Avenue; a line 125 feet long and perpendicular to North Clybourn Avenue commencing at a point 329.6 feet northwest of the intersection of North Clybourn Avenue and West Berry Avenue; the alley next north of West Berry Avenue; the alley perpendicular to the alley next north of West Berry Avenue; and a line 125 feet long and perpendicular to North Clybourn Avenue commencing at a point 454.6 feet northeast of the intersection of North Clybourn Avenue and West Berry Avenue.

Louis and Maria Dimopoulos, in care of Mr. James J. Banks -- to classify as a B4-2 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map Number 7-L bounded by:

West Nelson Street; North Laramie Avenue; a line 33.35 feet south of and parallel to West Nelson Street; and the public alley next west of and parallel to North Laramie Avenue.

Erie Cooperative Limited Partnership -- to classify as an R4 General Residence District instead of an R3 and R4 General Residence District and M1-2 Restricted Manufacturing District and further, classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map Number 1-I bounded by:

a line 52.20 feet north of and parallel to West Huron Street; North Troy Street; a line 77.20 feet north of and parallel to West Huron Street; a line 60.33 feet east of and parallel to North Troy Street; West Huron Street; a line 84.32 feet east of and parallel to North Troy Street; a line 77.10 feet north of and parallel to West Huron Street; the public alley next east of and parallel to North Troy Street; a line 127.05 feet north of and parallel to West Huron Street; North Albany Avenue; a line 49.90 feet south of and parallel to West Huron Street; the public

alley next west of and parallel to North Albany Avenue; a line 150.05 feet south of and parallel to West Huron Street; North Troy Street; West Huron Street; and the public alley next west of and parallel to North Troy Street.

Mr. Paul Kimco -- to classify as a C1-5 Restricted Commercial District instead of a B2-2 Restricted Retail District the area shown on Map Number 18-I bounded by:

West 71st Street; South Western Avenue; a line 174.30 feet south of and parallel to West 71st Street; and the public alley next west of and parallel to South Western Avenue.

Madison Plaza Venture, L.L.C. -- to classify as a Business Planned Development instead of a B7-7 General Central Business District the area shown on Map Number 1-F bounded by:

West Madison Street; a line ±202 feet west of and parallel to North Wells Street; West Calhoun Place; and North Wells Street.

Mr. Enrico Plati, in care of Mr. James J. Banks -- to classify as a B4-4 Restricted Service District instead of a B4-1 Restricted Service District the area shown on Map Number 5-I bounded by:

West Francis Place; a line 113.44 feet east and parallel to the public alley next east of and parallel to North California Avenue; West Armitage Avenue; and the public alley next east of and parallel to North California Avenue,

Mr. Virgil Tiran, in care of Mr. James J. Banks -- to classify as a B4-4 Restricted Service District instead of a C2-4 General Commercial District and an M1-2 Restricted Manufacturing District the area shown on Map Number 7-I bounded by:

West Belmont Avenue; North Rockwell Street; the public alley next south of and parallel to West Belmont Avenue; and a line 175 feet west of North Rockwell Street (as measured along the north line of the public alley next south of and parallel to West Belmont Avenue).

Mr. Virgil Tiran, in care of Mr. James J. Banks -- to classify as C1-4 Restricted Commercial District instead of an M1-1 Restricted Manufacturing District the area shown on Map Number 7-I bounded by:

West Belmont Avenue; North Washtenaw Avenue; the public alley next south of and parallel to West Belmont Avenue; and a line 107.50 feet west of and parallel to North Washtenaw Avenue.

Mr. Virgil Tiran, in care of Mr. James J. Banks -- to classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map Number 7-J bounded by:

a line 150 feet north of and parallel to West Wrightwood Avenue; North Kimball Avenue; a line 75 feet north of and parallel to West Wrightwood Avenue; and the public alley next west of and parallel to North Kimball Avenue.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Abat Builders, Inc., Allstate Insurance Company (2) Kim J. John and Braulio Sotomayor;

Baig Mirza K., Bechtol Nancy, Bilik Sebastian;

Compres Delui, Cooney Naureen M., Cordina Sharon;

Diaz Miguel, Diserio Mark D.;

Ellis Anna A.;

Failla Anthony V., Ferguson Jill, Free Donna L.;

Galatte Andrew F., Gio Joseph, Greenwald Steven C.;

Hall Robert, Harrien Cellestine, Holden M. Christine, Hunter Walter C.;

Johnson Albert, Johnson Johnnie E., Jones Latrice N., Jurgens Sarah J.;

Karam Alfredo J., Kayler James A., KCBX Terminals Company, Kelley Arline M., Kenyi Richard M., Krenek Craig W.;

Lee Yukyung, Lehman Maren K.;

Maddi Karen L., McCauley Louis W., McDermott Ronald J., Means Khristopher P., Merritt Vernita, Murray Carl H.;

Najera Miguel, National Heritage Insurance Company and Cynthia Scott, Niketas Sotirios V.;

O'Malley Edward L., Othel Owen S.;

Pasternak Eric A., Patsilivas Demitri B., Pollard Lois D., Pollina Rosario, Pomerantz Brian M.;

Rivera, Jr. Luis A., Rodeno Thomas C. and Kristin L., Roebke Herman G., Rozbiewski Alina;

Shankin Samuel A. (2), Smith Mark J., Smith Michael D., Smith Stella, Smothers Antawana C., Solomon Margaret, Stamps Steven D., State Farm Insurance Company and Matthew R. Chapperon;

Temple Bobby;

Unique Insurance Company and Judith Constantino;

Vamos Seth A., Village of Oak Park, Vo Toi D.;

Walsh Jonna L., Warrior Insurance Group and Cheryl L. Garrison, Weber Edward T., Wilson Eileen F.;

Young Earl J., Yu Su;

Zygowicz Peter J.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGNS/SIGNBOARDS AT 2500 WEST NORTH AVENUE.

A communication from Mr. Chuck Zenn, Olympic Signs, transmitting a proposed

order which would authorize the installation of three signs/signboards at 2500 West North Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 6600 SOUTH STONY ISLAND AVENUE.

A communication from Mr. Chuck Zenn, Olympic Signs, transmitting a proposed order which would authorize the installation of a sign/signboard at 6600 South Stony Island Avenue, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 1600 WEST VAN BUREN STREET.

A communication from Mr. Chuck Zenn, Olympic Signs, transmitting a proposed order which would authorize the installation of a sign/signboard at 1600 West Van Buren Street, which was *Referred to the Committee on Buildings*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL
SIGN/SIGNBOARD AT 7131 WEST 60TH STREET.

A communication from Ms. Sheri Biscan, Doyle Signs Inc., transmitting a proposed order which would authorize the installation of a sign/signboard at 7131 West 60th Street, which was *Referred to the Committee on Buildings*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. LUDWIG KARL ERDBEER AS
MEMBER OF LINCOLN SQUARE COMMISSION
(SPECIAL SERVICE AREA NUMBER 21).

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the appointment of Ludwig Karl Erdbeer as a member of the Lincoln Square Commission (Special Service Area Number 21), 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 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. Ludwig Karl Erdbeer as a member of the Lincoln Square Commission (Special Service Area Number 21) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

REAPPOINTMENT OF MR. CRAIG C. CLUFF AND
MR. JOHN E. RETZKY AS MEMBERS OF
SOUTHWEST HOME EQUITY
COMMISSION II.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending the reappointments of Craig C. Cluff and John E. Retzky as members of the Southwest Home Equity Commission II, 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 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 reappointments of Mr. Craig C. Cluff and Mr. John E. Retzky as members of the Southwest Home Equity Commission II were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

AMENDMENT TO REGULATIONS GOVERNING ADMINISTRATION
OF CLASSIFICATION PLAN AND EMPLOYEE BENEFITS
FOR CLASSIFIED POSITIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a communication recommending a proposed amendment to the Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions, commonly known as the Salary Resolution, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, A continuing decrease in revenues will, without further action, cause a deficit in the 2002 Budget, contrary to law; and

WHEREAS, The City Council has determined that additional cost-cutting measures will be required to avoid this deficit; and

WHEREAS, An equitable measure to help reduce this deficit is an additional limited budget-required furlough for those salaried employees best able to sustain a small reduction in pay; now, therefore,

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

SECTION 1. Subsection G(11) of the Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance is hereby amended by adding the language in *italics* and deleting the language in *brackets* as follows:

(11) Unpaid Budget-Required Furlough Days In 2002. Due to Budget requirements, each non-represented salaried employee holding a position on January 1, 2002 whose 2002 annual salary is \$55,000 or above will be required to take a one-day unpaid furlough in 2002 as provided herein. Provided, however, that this requirement shall not apply to employees in titles which are classified below Grade 16 on the B Salary Schedule or below Grade 06 on the G Salary Schedule. The unpaid furlough day must be taken during the period beginning February 11 through February 22, 2002. In the event that serious operational problems are presented to a department by this requirement a department head may, with the approval of the Budget Director, designate the period from May 28 through May 31, 2002, for taking the unpaid furlough day within his or her department. In the event that an employee initially scheduled for an unpaid furlough day in February is required to work by his or her department, that employee will be required to take his or her unpaid furlough day during the period from May 28 through May 31, 2002. The one-day unpaid furlough may not be taken on days designated for celebration of Lincoln's Birthday, Washington's Birthday or Memorial Day. Under no circumstances may an employee work for the City on his or her one-day unpaid furlough. Notwithstanding the provisions of Subsection G(1)(d), an employee will not be denied pay for a holiday because he or she takes the one-day unpaid furlough day immediately before or after the holiday.

Due to Budget requirements, each non-represented salaried employee holding a position on July 1, 2002 whose 2002 annual salary is \$55,000 or above may be required to take additional unpaid furlough days in 2002 as provided herein. Provided, however, that this requirement shall not apply to employees in titles which are classified below Grade 16 on the B Salary Schedule or below Grade 06 on the G Salary Schedule. The unpaid furlough days may be taken during the period from July 1 through December 31, 2002. The unpaid furlough days may be taken individually or consecutively. The Budget Director shall determine the number of furlough days to be taken, based on budgetary requirements. The unpaid furlough days may not be taken on days designated for celebration of Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day or Christmas Day. Under no circumstances may an employee work for the City on either of his or her unpaid furlough days. Notwithstanding the provisions of Subsection G(1)(d), an employee will not be denied pay for a holiday because he or she takes an unpaid furlough day immediately before or after the holiday.

The Budget Director shall issue rules for the implementation of the [one-day] unpaid furlough days.

SECTION 2. This amendatory resolution shall be effective retroactively to July 1, 2002.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER
INTO AND EXECUTE SETTLEMENT AGREEMENT
REGARDING CASE OF *EL-URI V. CITY*
OF CHICAGO, ET AL.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

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 for the case of *El-Uri v. City of Chicago, et al*, Number 00 C 3539 in an amount of \$350,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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: *El-Uri v. City of Chicago, et al*, Number 00C3539 in the amount of \$350,000.00.

APPROVAL OF TAX INCREMENT FINANCING REDEVELOPMENT
PLAN FOR DREXEL BOULEVARD REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance approving a redevelopment plan for the Drexel Boulevard Tax Increment Financing Redevelopment Project Area, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Muñoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Drexel Boulevard Tax Increment Financing Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project attached hereto as Exhibit A (the "Plan"); and

WHEREAS, By authority of the Mayor and the City Council of the City (the "City Council") referred to herein collectively with the Mayor as the "Corporate Authorities") and pursuant to Section 5/11-74.4-5(a) of the Act, the City's Department of Planning and Development established an interested parties registry and, on February 4, 2002, published in a newspaper of general circulation within the City a notice that interested persons may register in order to receive information on the proposed designation of the Area or the approval of the Plan; and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since March 1, 2002, being a date not less than ten (10) days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 02-CDC-23 on March 12, 2002 accepting

the Plan for review and fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on March 18, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-23 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, Due notice of the Hearing was given pursuant to Section 5/11-74.4-6 of the Act, said notice being given to all taxing districts having property within the Area and to the Department of Commerce and Community Affairs of the State of Illinois by certified mail on March 15, 2002, by publication in the *Chicago Sun-Times* or *Chicago Tribune* on April 16, 2002 and April 23, 2002, by certified mail to taxpayers within the Area on April 22, 2002; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on April 5, 2002, at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on May 14, 2002; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 02-CDC-39 attached hereto as Exhibit B, adopted on May 14, 2002, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The Corporate Authorities have reviewed the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study), testimony from the Public Meeting and the Hearing, if any, the recommendation of the Board, if any, the recommendation of the Commission and such other matters or studies as the Corporate Authorities have deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit C attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit D attached hereto and incorporated herein. The map of the Area is depicted on Exhibit E attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings as required pursuant to Section 5/11-74.4-3(n) of the Act:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 11-74.4-8 of the Act is to be made with respect to ad valorem taxes

levied in the twenty-third (23rd) calendar year after the year in which the ordinance approving the redevelopment project area is adopted, and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. the Plan will not result in displacement of residents from inhabited units.

SECTION 4. Approval Of The Plan. The City hereby approves the Plan pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Powers Of Eminent Domain. In compliance with Section 5/11-74.4-4(c) of the Act and with the Plan, the Corporation Counsel is authorized to negotiate for the acquisition by the City of parcels contained within the Area. In the event the Corporation Counsel is unable to acquire any of said parcels through negotiation, the Corporation Counsel is authorized to institute eminent domain proceedings to acquire such parcels. Nothing herein shall be in derogation of any proper authority.

SECTION 6. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "E" referred to in this ordinance printed
on page 89385 of this *Journal*.]

Exhibits "A", "B", "C" and "D" referred to in this ordinance read as follows:

*Exhibit "A".
(To Ordinance)*

*Drexel Boulevard Tax Increment Financing
Redevelopment Project And Plan*

I. INTRODUCTION

This document is to serve as a redevelopment plan (the "Redevelopment Plan") for an area located on the near south side of the City of Chicago (the "City") approximately five miles immediately south of the City's central business district (the "Loop"). The area is generally bounded by East 41st Street on the north, South Drexel Boulevard on the east, East 42nd Place on the south and South Cottage Grove Avenue on the west. This area is referred to in this document as the Drexel Boulevard Tax Increment Financing Redevelopment Project Area (the "Project Area"). The Project Area is regionally accessible by Lake Shore Drive and is less than two miles from the Dan Ryan Expressway.

As part of a strategy to encourage managed growth and stimulate private investment within the Project Area, the Thrush Realty, Inc., the developer of a proposed residential development on a portion of the Project Area, engaged Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP") to study whether the Project Area of approximately 16.26 acres qualifies as a "conservation area," a "blighted area," or a combination of both blighted areas and conservation areas under the Illinois Tax Increment Allocation Redevelopment Act (65 ILCS 5/11-74.4-1 et seq.), as amended (the "Act"). The Project Area, described in more detail below as well as in the accompanying Eligibility Report, has not been subject to growth and development through investment by private enterprise and is not reasonably expected to be developed without the efforts and leadership of the City.

A. *Drexel Boulevard Tax Increment Financing Redevelopment Project Area*

The Project Area encompasses a total of approximately 16.26 acres and 22 tax parcels and is located in the Oakland community area. The Project Area consists entirely of vacant land. Of the total acreage, approximately 9.94 acres, or 61 percent, is devoted to street and alley rights-of-way. For a map depicting the boundaries and legal description of the Project Area, see Section II, *Legal Description and Project Boundary*.

The Oakland community area was first settled in the 1850s as a workers town serving the Sherman and Cottage Grove stockyards and industrial area. Growth of the area accelerated with the establishment of the 47th Street train station by the Illinois Central Railroad and the entire Oakland community was annexed to Chicago by 1889. With the extension of horse car and later streetcar service through the area, Oakland quickly changed to an affluent residential suburb and reached maturity by 1895. After the turn of the century, the community changed again with the influx of working class residents and the departure of wealthier residents to more prestigious communities. Larger homes were converted into smaller units and rooming houses which attracted more transient and working class residents to the area. As a result, the population of Oakland reached an historic high between 1940 and 1950.

In the 1950s the Chicago Housing Authority began development of several housing developments within the Oakland community. As a result of the 37th-Cottage Grove urban renewal project, Oakland lost 1/4 of its population and more than 1/4 of its housing stock by the 1960s. By 1970, the Oakland community had begun to experience serious economic problems including rising unemployment and poverty rates. Planning efforts targeted toward improving the public housing conditions and presenting an overall redevelopment plan for the larger North Kenwood-Oakland area were initiated in the 1980s.

A Neighborhood Planning Committee (NPC) was formed in 1988 followed by a Community Assistance Panel (CAP) to generate a comprehensive community plan for the North Kenwood and Oakland communities. The work of these groups led to the formation of the North Kenwood-Oakland Conservation Plan (NKO Plan), which was adopted in 1992. Built on much of the work completed by the NPC and CAP, the NKO Plan sets forth goals for development, defines specific land uses for the community and identifies certain improved and unimproved property to be acquired in order to implement the NKO Plan.

In October 2000, the City of Chicago, in conjunction with the Habitat Company, the court-appointed Receiver for the Chicago Housing Authority ("CHA") announced a Request for Proposals ("RFP") to plan, construct and manage new mixed-income housing on the Project Area in the North Kenwood-Oakland Conservation Area on Chicago's Mid-South Side. Thrush Realty, Inc. was subsequently selected as the winning respondent to such RFP.

The Project Area benefits from a number of considerable physical assets including:

- Convenient access to and from the interstate highway system. Entrance/exit to Lake Shore Drive can be made via Oakwood Boulevard, just two blocks north of the Project Area; and the I-90/I-94 highway system (Dan Ryan Expressway) is accessible less than two miles west of the Project Area.
- Public transportation options include the Metra Illinois-Central Electric Rail Line and the CTA elevated service. The Metra station is located less than a mile southeast of the Project Area at 47th Street and Kenwood. CTA trains to the Loop and other locations are available via the Green Line and Red Line, located along Martin Luther King Jr. Drive and the Dan Ryan Expressway, respectively.

- Pedestrian access to the lakefront is available via Oakwood Boulevard and 47th Street and public beaches are located to the east approximately one mile north and south of the Project Area.
- A location within the Oakland District, a Chicago Landmark thematic district with numerous architecturally and historically significant buildings.
- A portion of Drexel Boulevard, part of the City-wide, 28-mile historic boulevard system, lies within the Project Area and links the surrounding neighborhood to seven regional parks.
- A variety of recreational opportunities are available at multiple locations within approximately a half-mile of the Project Area including Oakland Park, Oakwood Beach, Mandrake Park, Drexel Boulevard, Holly Park, Chamberlain Triangle Park, Kennicott Park, Beech Park, Woodson Park and Hyacinth Park.

Although the Project Area enjoys a great location near the Loop, strong community facilities and excellent access to transportation, the Project Area is likely to stagnate without reinvestment due to the negative impact of deteriorating sites and structures in neighboring areas, the presence of hazardous substances and need for environmental cleanup, and a lagging EAV behind that of the City.

The Project Area on the whole has not been subject to growth and development through investment by private enterprise. Evidence of this lack of growth and development is detailed in *Section VI* and summarized below.

- The entire Project Area has been vacant since 1994 while the area south of Bowen Avenue has been vacant since 1978.
- The Project Area is negatively impacted by the large number of deteriorating buildings in the surrounding area. Of the 249 structures within a one-block radius of the Project Area, 147 (59%) are suffering from deterioration.
- Though situated on prime real estate, just minutes from Lake Michigan and five miles south of the Loop, 16 of the 22 tax parcels in the Project Area (72.7%) are tax exempt and therefore not contributing to the tax base.
- The population of the Oakland community has declined 75% from its peak of 24,378 persons in 1960 to the most current count of 6,110 persons in 2000.

Without a comprehensive and area-wide effort by the City to promote investment, the Project Area will not likely be subject to sound growth and development through private investment. In spite of existing plans and City programs that support the revitalization and improvement of the Project Area, no new construction or private investment has occurred there. Today, the Project Area is entirely vacant and characterized deteriorating sites and structures in neighboring areas, environmental hazards and a need for environmental clean-up, and a lagging EAV.

The existence of blighting factors within the Project Area, limits the marketability of properties in the Project Area and threatens the value of private investments and threatens the sound growth and the tax base of taxing districts in the Project Area. The Project Area is not reasonably expected to be developed without the efforts and leadership of the City through this Redevelopment Plan.

Without the designation of the Project Area as a TIF District, the area will most likely continue to languish, the site will remain vacant, prime real estate will remain off the tax rolls, and the area as a whole will continue to negatively influence surrounding properties and limit the potential for sound growth and development.

Small-scale or piecemeal redevelopment efforts might occur in limited portions of the Project Area. However the physical and economic barriers to development that are present in the Project Area and the surrounding community, coupled with the financial risk associated with a development project of this scale, are likely to preclude the revitalization of the Project Area on a scale sufficient to return the Project Area to a long-term sound condition without the intervention of the City.

By recognizing the Project Area's importance as a key development site in the community's revitalization, the City is taking a proactive step toward the physical and economic renaissance of the Project Area. The City seeks to stabilize the surrounding neighborhoods and provide a high quality, mixed-income residential development in the Oakland community. It seeks to encourage private investment and development activity through the use of tax increment financing.

The City believes that the Project Area should be revitalized on a coordinated, comprehensive and planned basis consistent with the highest quality standards of design and construction that are complementary to the adjacent neighborhoods and ensure continuity with the revitalization program of the larger Oakland community area. A coordinated and comprehensive redevelopment effort will allow the City and other taxing districts to work cooperatively and prepare for the increased service demands that is likely to arise from the conversion of vacant land to more intensive uses.

B. Tax Increment Financing

In January 1977, Tax Increment Financing ("TIF") was authorized by the Illinois General Assembly through passage of the Act. The Act provides a means for municipalities, after the approval of a redevelopment plan and project, to redevelop blighted, conservation, or industrial park conservation areas and to finance eligible "redevelopment project costs" with incremental property tax revenues. "Incremental Property Tax" or "Incremental Property Taxes" are derived from the increase in the current Equalized Assessed Value ("EAV") of real property within the redevelopment project area over and above the "Certified Initial EAV" of such real property. Any increase in EAV is then multiplied by the current tax rate, which results in Incremental Property Taxes. A decline in current EAV does not result in a negative Incremental Property Tax.

To finance redevelopment project costs, a municipality may issue obligations secured by Incremental Property Taxes to be generated within a project area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in

the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

Tax increment financing does not generate tax revenues. This financing mechanism allows the municipality to capture, for a certain number of years, the new tax revenues produced by the enhanced valuation of properties resulting from the municipality's redevelopment program, improvements and activities, various redevelopment projects, and the reassessment of properties. All taxing districts continue to receive property taxes levied on the initial valuation of properties within the redevelopment project area. Additionally, taxing districts can receive distributions of excess Incremental Property Taxes when annual Incremental Property Taxes received exceed principal and interest obligations for that year and redevelopment project costs necessary to implement the redevelopment plan have been paid and such excess amounts are not otherwise pledged, earmarked or designated for future usage on other redevelopment projects. Taxing districts also benefit from the increased property tax base after redevelopment project costs and obligations are paid and the project area's term has expired or has been terminated.

C. The Redevelopment Plan for the Drexel Boulevard Tax Increment Financing Redevelopment Project Area

As evidenced in *Section VI*, the Project Area as a whole has not been subject to growth and development through private investment. Furthermore, it is reasonable to expect that the Project Area on the whole will not be redeveloped without the use of TIF.

TPAP has prepared the Drexel Boulevard Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") and the related Eligibility Report. The Redevelopment Plan summarizes the analyses and findings of TPAP's work, which, unless otherwise noted, is the responsibility of TPAP. The City is entitled to rely on the findings and conclusions of the Redevelopment Plan in designating the Project Area as a "redevelopment project area" under the Act. TPAP has prepared this Redevelopment Plan and the related Eligibility Study with the understanding that the City would rely on (i) the findings and conclusions of the Redevelopment Plan and the related Eligibility Report in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan; and (ii) the fact that TPAP has obtained the necessary information so that the Redevelopment Plan and the related Eligibility Report will comply with the Act.

This Redevelopment Plan has been formulated in accordance with the provisions of the Act and is intended to guide improvements and activities within the Project Area in order to stimulate private investment in the Project Area. The goal of the City, through implementation of this Redevelopment Plan, is that the entire Project Area be revitalized on a comprehensive and planned basis to ensure that private investment in rehabilitation and new development occurs:

1. On a coordinated rather than piecemeal basis to ensure that land use, access and circulation, parking, public services and urban design are functionally integrated and meet present-day principles and standards;

2. On a reasonable, comprehensive and integrated basis to ensure that the factors of blight are eliminated; and
3. Within a reasonable and defined time period so that the Project Area may contribute productively to the economic vitality of the City.

Redevelopment of the Project Area will constitute a large and complex endeavor. The success of this redevelopment effort will depend to a large extent on the cooperation between the private sector and multiple agencies of local government. Adoption of this Redevelopment Plan enables the implementation of a comprehensive program for redevelopment of the Project Area. Through this Redevelopment Plan, the City will serve as the central force for directing the assets and energies of the private sector to ensure a unified and cooperative public-private redevelopment effort.

This Redevelopment Plan sets forth the overall "Redevelopment Project" to be undertaken to accomplish the City's above-stated goal. During implementation of the Redevelopment Project, the City may, from time to time: (i) undertake or cause to be undertaken public improvements and activities; and (ii) enter into redevelopment agreements and intergovernmental agreements with private or public entities to construct, rehabilitate, renovate or restore private or public improvements on one or several parcels. Items (i) and (ii) are collectively referred to as "Redevelopment Projects."

This Redevelopment Plan specifically describes the Project Area and summarizes the vacant blight factors that qualify the Project Area as a "blighted area" as defined in the Act.

Successful implementation of this Redevelopment Plan requires that the City utilize Incremental Property Taxes and other resources in accordance with the Act to stimulate the comprehensive and coordinated development of the Project Area. Only through the utilization of TIF will the Project Area develop on a comprehensive and coordinated basis, thereby eliminating the existing and blighted area conditions which have limited development of the Project Area by the private sector.

The use of Incremental Property Taxes will permit the City to direct, implement and coordinate public improvements and activities, which are intended to stimulate private investment within the Project Area. These improvements, activities and investments will benefit the City, its residents, and all taxing districts having jurisdiction over the Project Area. These anticipated benefits include:

- Elimination of problem conditions in the Project Area;
- Increased opportunities for affordable housing within the City; and
- A strengthened residential tax base for affected taxing districts.

II. LEGAL DESCRIPTION AND PROJECT BOUNDARY

The boundaries of the Project Area have been drawn to include only those contiguous parcels of real property and improvements substantially benefited by the proposed Redevelopment Project to

be undertaken as part of this Redevelopment Plan. The boundaries of the Project Area are shown in Figure 1, *Project Boundary*, and are generally described below:

The Project Area is generally bounded by East 41st Street on the north, South Drexel Boulevard on the east, East 42nd Place on the south, and South Cottage Grove Avenue on the west.

The legal description of the Project Area is found in Exhibit I at the end of this report.

III. ELIGIBILITY CONDITIONS

The results summarized in this section are more fully described in a separate report that presents the definition, application and extent of the blight factors in the Project Area. The report, prepared by TPAP, is entitled "Drexel Boulevard Redevelopment Project Area Eligibility Report" and is attached as Exhibit III to this Redevelopment Plan.

A. Surveys and Analyses Conducted

The vacant blighted area factors found to be present in the Project Area are based upon surveys and analyses conducted by TPAP. The surveys and analyses conducted for the Project Area include:

1. Exterior survey of the condition and use of all buildings and sites in neighboring areas adjacent to the Project Area;
2. Analysis of original and current platting and current parcel configuration;
3. A review of environmental reports prepared for the City of Chicago Department of Environment;
4. Analysis of Cook County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 1995 to 2000.
5. Review of Cook County Treasurer duplicate tax bills for the year 2000;
6. Review of Cook County Clerk warrant book records for tax parcels in the Project Area for assessment years 1996 to 1999;
7. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
8. Review of previously prepared plans, studies and data.
9. Review of Sewer Department and Water Department memoranda regarding the adequacy of utilities in the Project Area.

B. Summary of Project Area Eligibility

The surveys and analyses indicate that the Project Area qualifies as a blighted area under section 11-74.4-3(a)(2) of the Act. The sound growth of the Project Area is impaired by a combination of 2 or more of the 6 factors listed in the Act for qualification as vacant blighted area. The Project Area exhibits a combination of more than two of these factors. Specifically,

- Three factors are present to a meaningful extent and reasonably distributed throughout the vacant part of the Project Area in the Project Area including:
 1. *deterioration of structures or site improvements in neighboring areas adjacent to the vacant land;*
 2. *the need for environmental remediation, the remediation costs of which constitute a material impediment to the redevelopment of the Project Area; and*
 3. *a lagging EAV of the Project Area as a whole.*
- One additional factor is present to a limited degree and, while it is not considered a qualifying factor toward eligibility, contributes to the overall lack of private investment in the Project Area: *Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years;*

Comprehensive and coordinated area-wide investment in new public and private improvements and facilities is essential for the successful redevelopment of the Project Area and the elimination of conditions that have impeded redevelopment of the Project Area in the past. Redevelopment of the Project Area will benefit the City through improvements in the physical environment, an increased tax base, and an increase in the number and quality of affordable housing opportunities.

This section identifies the general goals and objectives adopted by the City for redevelopment of the Project Area. *Section V* presents more specific objectives for development and design within the Project Area and the redevelopment activities that the City plans to undertake to achieve the goals and objectives presented in this section.

A. General Goals

Listed below are the general goals adopted by the City for redevelopment of the Project Area. These goals provide overall focus and direction for this Redevelopment Plan.

1. An improved quality of life in the Project Area and the surrounding communities.
2. Elimination of the factors that qualified the Project Area as a blighted area.

3. An environment that will contribute more positively to the health, safety and general welfare of the Project Area and the surrounding community.
4. A community that is stable, economically and racially diverse, secure and beautiful.
5. New housing opportunities for all income groups.
6. New investment and development opportunities that will increase the real estate tax base of the City and other taxing districts having jurisdiction over the Project Area.

B. Redevelopment Objectives

Listed below are the redevelopment objectives which will guide planning decisions regarding redevelopment within the Project Area.

1. Create an environment that stimulates private investment in the Project Area.
2. Support the development of new mixed-income and mixed-density housing, including rental units for market rate, affordable, and low- and very low-income households and for sale units available at market rate and affordable prices.
3. Ensure that former residents of the Project Area are given priority in taking advantage of new housing opportunities.
4. Assemble or encourage the assembly of land into parcels of appropriate shape and sufficient size for redevelopment in accordance with this Redevelopment Plan.
5. Strengthen the economic well being of the Project Area by returning vacant land to productive use and tax exempt properties to the tax rolls.
6. Encourage visually attractive buildings, rights-of-way and open spaces and encourage high standards of design and incorporate accessibility features for people with disabilities.
7. Encourage safe, efficient, and convenient transportation routes and access, including promoting pedestrian access wherever possible.
8. Create adequate off-street parking to meet existing and anticipated requirements in the Project Area.
9. Upgrade public utilities, infrastructure and streets, including streetscape and beautification projects.
10. Provide improvements and facilities in proper relationship to the projected demand for such facilities and in accordance with present-day design standards for such facilities.

11. Create job opportunities for City residents utilizing the most current hiring programs and appropriate job readiness and job training programs.
12. Provide opportunities for women-owned and minority-owned businesses to share in the redevelopment of the Project Area.

V. REDEVELOPMENT PROJECT

This section presents the Redevelopment Project anticipated to be undertaken by the City and by private entities on behalf of the City in furtherance of this Redevelopment Plan. Previous plans, reports, and policies including the North Kenwood-Oakland Conservation Plan (1990), and Life Along the Boulevards – a plan for the boulevard system (1989) have been reviewed and form the basis for many of the recommendations presented in this Redevelopment Plan.

The Redevelopment Project described in this Redevelopment Plan and pursuant to the Act includes: a) the overall redevelopment concept; b) the land use plan; c) development and design objectives; d) a description of redevelopment improvements and activities; e) estimated redevelopment project costs; f) a description of sources of funds to pay estimated redevelopment project costs; g) a description of obligations that may be issued; and h) identification of the most recent EAV of properties in the Project Area and an estimate of future EAV.

A. Overall Redevelopment Concept

The Project Area should be redeveloped as a mixed income and mixed density residential development that will enhance the character of historic Drexel Boulevard and serve as the catalyst for new private development in the Oakland community. It should consist largely of residential uses with some provision for off-street parking. The development should be characterized by cohesive urban design features that organize and provide focus to the Project Area.

The entire Project Area should be marked by improvements in infrastructure and the development of a new residential community that relates and complements the historic character of the surrounding neighborhoods and stimulates revitalization of the community as a whole. Improvement projects should include: new residential development, street and infrastructure improvements; park and open space improvements, landscaping, and other appearance enhancements.

The Project Area should be served by a street system that facilitates safe and efficient movement of vehicles and pedestrians and should continue to provide convenient access to public transportation via CTA buses, CTA rail lines and Metra commuter rail.

B. Land Use Plan

Figure 2 presents the Land-Use Plan that will be in effect upon adoption of this Redevelopment Plan. The Project Area's strategic location along Drexel Boulevard in close proximity to Lake

Michigan and the Loop and with excellent access to Lake Shore Drive, the Dan Ryan Expressway, the Metra IC train, and CTA bus and elevated lines makes it a highly attractive location for residential uses. Consideration should be given to redeveloping the Project Area as a Planned Residential Development providing a range of housing types and densities, maintaining and improving the public park space along Drexel Boulevard, and providing off-street parking.

The primary land use within the Project Area is General Residential. Permitted uses include:

1. One-family, two-family, and multiple-family attached or detached dwellings;
2. Parks and playgrounds; and
3. Off-street parking areas and other complementary uses as permitted under approved zoning for the area.

All development should comply with the Redevelopment Plan objectives set forth in *Section IV* above, applicable provisions of the Chicago Zoning Ordinance, the Comprehensive Plan of Chicago, the NKO Conservation Plan, Life along the Boulevards – a plan for the boulevard system, and all other relevant City ordinances and development guidelines.

C. Development And Design Objectives

Listed below are Development and Design Objectives which will assist the City in directing and coordinating public and private improvement and investment within the Project Area in order to achieve the general goals and objectives identified in *Section IV* of this Redevelopment Plan.

The Development and Design Objectives are intended to help guide new residential development; foster a coordinated development pattern; and create an attractive and distinct identity for the Project Area that complements and blends in with the historic character of the existing neighborhood.

a) Land Use

- Promote comprehensive redevelopment of the Project Area as a planned and cohesive urban neighborhood.
- Remove or minimize physical barriers and other impediments to unified development.
- Enhance the recreational uses and appearance of park space along Drexel Boulevard within the Project Area.

b) Building and Site Development

- Maintain Chicago's traditional neighborhood form which is characterized by a grid pattern of streets, buildings oriented toward the street wherever possible, and a human scale that is attractive and inviting to pedestrians.

- Strengthen the historic character of development along Drexel Boulevard by maintaining consistent front yard setbacks and building lines/heights; orienting buildings, including corner buildings, toward the boulevard; and limiting curb cuts.
- Ensure that private development improvements to site and streetscapes are consistent with public improvement goals and plans.

c) Transportation, Circulation and Infrastructure

- Ensure safe and convenient access and circulation within the Project Area.
- Provide well-defined and safe pedestrian connections within the Project Area and between the Project Area and nearby destinations.
- Ensure safe and clearly marked bicycle trails along Drexel Boulevard.
- Improve the street surface conditions, street lighting, and traffic signalization.
- Install or upgrade public utilities and infrastructure as required.
- Ensure that provision of off-street parking meets or exceeds the minimum requirements of the City.

d) Urban Design, Landscaping, and Open Space

- Promote high quality and harmonious architectural, landscape and streetscape design that contributes to and complements the historic character of the surrounding neighborhood.
- Provide new pedestrian-scale lighting where appropriate.
- Encourage streetscape features within the Project Area including street trees, benches, and trash receptacles.
- Ensure that all landscaping and design materials comply with the City of Chicago Landscape Ordinance.
- Ensure that all open spaces are designed, landscaped and lighted to achieve a high level of security.

D. Redevelopment Improvements and Activities

The City proposes to achieve its redevelopment goals and objectives for the Project Area through the use of public financing techniques including, but not limited to, tax increment financing, to undertake some or all of the activities and improvements authorized under the Act, including the activities and improvements described below. The City also maintains the flexibility to undertake ad-

ditional activities and improvements authorized under the Act, if the need for activities or improvements change as redevelopment occurs in the Project Area.

The City may enter into redevelopment agreements or intergovernmental agreements with public or private entities for the furtherance of this Redevelopment Plan to construct, rehabilitate, renovate or restore improvements for public or private facilities on one or several parcels or any other lawful purpose. Redevelopment agreements may contain terms and provisions that are more specific than the general principles set forth in this Redevelopment Plan and which include affordable housing requirements as described below.

The City requires that developers who receive TIF assistance for market-rate housing set aside a minimum of 20 percent of the units to meet affordability criteria established by the City's Department of Housing. Generally, this means the affordable for-sale units should be priced at a level that is affordable to persons earning no more than 120 percent of the area median income, and affordable rental units should be affordable to persons earning no more than 80 percent of the area median income.

Property Assembly

Property acquisition and land assembly by the private sector in accordance with this Redevelopment Plan will be encouraged by the City. To meet the goals and objectives of this Redevelopment Plan, the City may acquire and assemble property throughout the Project Area. Land assemblage by the City may be by purchase, exchange, donation, lease, eminent domain or through the Tax Reactivation Program and may be for the purpose of: (a) sale, lease or conveyance to private developers; or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Furthermore, the City may require written redevelopment agreements with developers before acquiring any properties. As appropriate, the City may devote acquired property to temporary uses until such property is scheduled for disposition and development. Relocation assistance may be provided in order to facilitate redevelopment of portions of the Project Area, and to meet the other City objectives. Businesses or households legally occupying properties to be acquired by the City, if any, may be provided with relocation advisory and financial assistance as determined by the City.

In connection with the City exercising its power to acquire real property, including the exercise of the power of eminent domain, under the Act in implementing the Redevelopment Plan, the City will follow its customary procedures of having each such acquisition recommended by the Community Development Commission (or any successor commission) and authorized by the City Council of the City. Acquisition of such real property as may be authorized by the City Council does not constitute a change in the nature of this Redevelopment Plan.

Provision of Public Works or Improvements

The City may provide public improvements and facilities that are necessary to service the

Project Area in accordance with this Redevelopment Plan, the NKO Conservation Plan, and the comprehensive plan for development of the City as a whole. Public improvements and facilities may include, but are not limited to, the following:

Streets and Utilities

A range of roadway, utility and related improvement projects, from repair and resurfacing to major construction or reconstruction, may be undertaken.

Parks and Open Space

Improvements to public park and open space areas along Drexel Boulevard may be provided, including the construction of bicycle trails, enhancement of pedestrian walkways, and lighting, landscaping and general beautification improvements provided for the use of the general public.

Job Training and Related Educational Programs

Programs designed to increase the skills of the labor force that would take advantage of the employment opportunities within the Project Area may be implemented.

Taxing Districts Capital Costs

The City may reimburse all or a portion of the costs incurred by certain taxing districts in the furtherance of the objectives of this Redevelopment Plan.

Interest Subsidies

Funds may be provided to redevelopers for a portion of interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

- (a) such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
- (b) such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with respect to the redevelopment project during that year;
- (c) if there are not sufficient funds available in the special tax allocation fund to make an interest payment, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
- (d) the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the: (i) total costs paid or incurred by a redeveloper for a redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by the City pursuant to the Act; and
- (e) Up to 75 percent of interest costs incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.

Affordable Housing

Funds may be provided to developers for up to 50 percent of the cost of construction, renovation and-or rehabilitation of all new low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low-and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act.

Analysis, Administration, Studies, Surveys, Legal, etc.

Under contracts that will run for three years or less (excluding contracts for architectural and engineering services which are not subject to such time limits) the City and/or private developers may undertake or engage professional consultants, engineers, architects, attorneys, etc. to conduct various analyses, studies, surveys, administration or legal services to establish, implement and manage this Redevelopment Plan.

E. *Redevelopment Project Costs*

The various redevelopment expenditures that are eligible for payment or reimbursement under the Act are reviewed below. Following this review is a list of estimated redevelopment project costs that are deemed to be necessary to implement this Redevelopment Plan (the "Redevelopment Project Costs").

Eligible Redevelopment Project Costs

Redevelopment project costs include the sum total of all reasonable or necessary costs incurred, estimated to be incurred, or incidental to this Redevelopment Plan pursuant to the Act. Such costs may include, without limitation, the following:

- a) Costs of studies, surveys, development of plans and specifications, implementation and administration of the redevelopment plan including but not limited to, staff and professional service costs for architectural, engineering, legal, financial, planning or other services (excluding lobbying expenses), provided that no charges for professional services are based on a percentage of the tax increment collected;
- b) The cost of marketing sites within the area to prospective businesses, developers and investors;
- c) Property assembly costs, including but not limited to, acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
- d) Costs of rehabilitation, reconstruction or repair or remodeling of existing public or

private buildings, fixtures, and leasehold improvements; and the cost of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment;

- e) Costs of the construction of public works or improvements subject to the limitations in Section 11-74.4-3(q)(4) of the Act;
- f) Costs of job training and retraining projects including the cost of "welfare to work" programs implemented by businesses located within the redevelopment project area and such proposals feature a community-based training program which ensures maximum reasonable opportunities for residents of the Oakland Community Area with particular attention to the needs of those residents who have previously experienced inadequate employment opportunities and development of job-related skills including residents of public and other subsidized housing and people with disabilities;
- g) Financing costs including, but not limited to, all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued thereunder including interest accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for a period not exceeding 36 months following completion and including reasonable reserves related thereto;
- h) To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
- i) Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law or by Section 74.4-3(n)(7) of the Act (see Section V.D.2 above) or otherwise determines that the payment of relocation costs is appropriate;
- j) Payment in lieu of taxes, as defined in the Act;
- k) Costs of job training, retraining, advanced vocational education or career education, including but not limited to, courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs: (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken including but not limited to, the number of employees to be trained, a description of the training and services to be provided, the number and type of positions

available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40, and 3-40.1 of the Public Community College Act, 110 ILCS 805/3-37, 805/3-38, 805/3-40 and 805/3-40.1, and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of the School Code, 105 ILCS 5/10-22.20a and 5/10-23.3a;

- l) Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
 1. such costs are to be paid directly from the special tax allocation fund established pursuant to the Act;
 2. such payments in any one year may not exceed 30 percent of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;
 3. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this provision, then the amounts so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund;
 4. the total of such interest payments paid pursuant to the Act may not exceed 30 percent of the total: (i) cost paid or incurred by the redeveloper for such redevelopment project, plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act; and
 5. Up to 75 percent of the interest cost incurred by a redeveloper for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act.
- m) Unless explicitly provided in the Act, the cost of construction of new privately owned buildings shall not be an eligible redevelopment project cost;
- n) An elementary, secondary, or unit school district's increased costs attributable to assisted housing units will be reimbursed as provided in the Act;
- o) Up to 50 percent of the cost of construction, renovation and/or rehabilitation of all new low- and very low-income housing units (for ownership or rental) as defined in Section 3 of the Illinois Affordable Housing Act. If the units are part of a residential redevelopment project that includes units not affordable to low- and very low-income households, only the low- and very low-income units shall be eligible for benefits under the Act; and
- p) The cost of daycare services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment

project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, "low-income families" means families whose annual income does not exceed 80 percent of the City, county or regional median income as determined from time to time by the United States Department of Housing and Urban Development.

If a special service area has been established pursuant to the Special Service Area Tax Act, 35 ILCS 235/0.01 *et. seq.* then any tax increment revenues derived from the tax imposed pursuant to the Special Service Area Tax Act may be used within the redevelopment project area for the purposes permitted by the Special Service Area Tax Act as well as the purposes permitted by the Act.

Estimated Redevelopment Project Costs

A range of redevelopment activities and improvements will be required to implement this Redevelopment Plan. The activities and improvements and their estimated costs are set forth in Exhibit II of this Redevelopment Plan. All estimates are based on 2001 dollars. Funds may be moved from one line item to another or to an eligible cost category described in this Plan.

Redevelopment Project Costs described in this Redevelopment Plan are intended to provide an upper estimate of expenditures. Within this upper estimate, adjustments may be made in line items without amending this Redevelopment Plan.

In the event the Act is amended after the date of the approval of this Redevelopment Plan by the City Council of Chicago to (a) include new eligible redevelopment project costs, or (b) expand the scope or increase the amount of existing eligible redevelopment project costs (such as, for example, by increasing the amount of incurred interest costs that may be paid under 65 ILCS 5/1-74.4-3(q)(11)), this Redevelopment Plan shall be deemed to incorporate such additional, expanded or increased eligible costs as eligible costs under the Redevelopment Plan to the extent permitted by the Act. In the event of such amendment(s), the City may add any new eligible redevelopment project costs as a line item in Exhibit II or otherwise adjust the line items in Exhibit II without amendment of this Plan. In no instance, however, shall such additions or adjustments result in any increase in the total redevelopment project costs without a further amendment to this Redevelopment Plan.

F. Sources of Funds to Pay Redevelopment Project Costs

Funds necessary to pay for Redevelopment Project Costs and secure municipal obligations issued for such costs are to be derived primarily from Incremental Property Taxes. Other sources of funds which may be used to pay for Redevelopment Project Costs or secure municipal obligations are land disposition proceeds, state and federal grants, investment income, private financing and other legally permissible funds the City may deem appropriate. The City may incur redevelopment pro-

ject costs which are paid for from funds of the City other than incremental taxes, and the City may then be reimbursed from such costs from incremental taxes. Also, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers. Additionally, the City may utilize revenues, other than State sales tax increment revenues, received under the Act from one redevelopment project area for eligible costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the revenues are received.

The Project Area may be contiguous to or separated by only a public right-of-way from other redevelopment project areas created under the Act. The City may utilize net incremental property taxes received from the Project Area to pay eligible redevelopment project costs, or obligations issued to pay such costs, in other contiguous redevelopment project areas or redevelopment project areas separated only by a public right-of-way, and vice versa. The amount of revenue from the Project Area made available to support such contiguous redevelopment project areas, or those separated only by a public right-of-way, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area, shall not at any time exceed the total Redevelopment Project Costs described in this Redevelopment Plan.

The Project Area may become contiguous to, or be separated only by a public right-of-way from, redevelopment project areas created under the Industrial Jobs Recovery Law (65 ILCS 5/11-74.6-1, et seq.). If the City finds that the goals, objectives and financial success of such contiguous redevelopment project areas or those separated only by a public right-of-way are interdependent with those of the Project Area, the City may determine that it is in the best interests of the City and in furtherance of the purposes of the Redevelopment Plan that net revenues from the Project Area be made available to support any such redevelopment project areas. The City therefore proposes to utilize net incremental revenues received from the Project Area to pay eligible redevelopment project costs (which are eligible under the Industrial Jobs Recovery Law referred to above) in any such areas and vice versa. Such revenues may be transferred or loaned between the Project Area and such areas. The amount of revenue from the Project Area so made available, when added to all amounts used to pay eligible Redevelopment Project Costs within the Project Area or other areas as described in the preceding paragraph, shall not at any time exceed the total Redevelopment Project Costs described in Exhibit II of this Redevelopment Plan.

G. Issuance of Obligations

The City may issue obligations secured by Incremental Property Taxes pursuant to Section 11-74.4-7 of the Act. To enhance the security of a municipal obligation, the City may pledge its full faith and credit through the issuance of general obligation bonds. Additionally, the City may provide other legally permissible credit enhancements to any obligations issued pursuant to the Act.

The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year following the year in which the ordinance approving the Project Area is adopted (i.e.,

assuming City Council approval of the Project Area and Redevelopment Plan in 2002), by December 31, 2026. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. Obligations may be issued on a parity or subordinated basis.

In addition to paying Redevelopment Project Costs, Incremental Property Taxes may be used for the scheduled retirement of obligations, mandatory or optional redemptions, establishment of debt service reserves and bond sinking funds. To the extent that Incremental Property Taxes are not needed for these purposes, and are not otherwise required, pledged, earmarked or otherwise designated for the payment of Redevelopment Project Costs, any excess Incremental Property Taxes shall then become available for distribution annually to taxing districts having jurisdiction over the Project Area in the manner provided by the Act.

H. Valuation of the Project Area

1. Most Recent EAV of Properties in the Project Area

The purpose of identifying the most recent equalized assessed valuation ("EAV") of the Project Area is to provide an estimate of the initial EAV which the Cook County Clerk will certify for the purpose of annually calculating the incremental EAV and incremental property taxes of the Project Area. The final 2000 EAV of the Project Area is \$168,167. The total EAV amount by PIN is summarized in Table 1 below. The EAV is subject to verification by the Cook County Clerk. After verification, the final figure shall be certified by the Cook County Clerk, and shall become the Certified Initial EAV from which all incremental property taxes in the Project Area will be calculated by Cook County.

Table 1. 2000 EAV by Tax Parcel

	PIN	2000 EAV		PIN	2000 EAV
1.	20-02-110-033-0000	Exempt	12.	20-02-112-015-0000	33,470
2.	20-02-110-034-0000	Exempt	13.	20-02-112-016-0000	Exempt
3.	20-02-110-035-0000	Exempt	14.	20-02-112-017-0000	21,901
4.	20-02-110-036-0000	Exempt	15.	20-02-112-018-0000	12,020
5.	20-02-110-037-0000	Exempt	16.	20-02-112-019-0000	82,416
6.	20-02-111-012-0000	5,997	17.	20-02-119-009-0000	Exempt
7.	20-02-111-020-0000	Exempt	18.	20-02-119-010-0000	6,597
8.	20-02-111-021-0000	Exempt	19.	20-02-119-011-0000	Exempt
9.	20-02-111-022-0000	Exempt	20.	20-02-119-012-0000	Exempt
10.	20-02-112-012-0000	Exempt	21.	20-02-119-013-0000	Exempt
11.	20-02-112-013-0000	6,215	22.	20-02-119-014-0000	Exempt
				Total	\$168,617

2. Anticipated Equalized Assessed Valuation

By the tax year 2025 (collection year 2026) and following the substantial completion of po-

tential Redevelopment Projects, the EAV of the Project Area is estimated to range between \$7.3 and \$8.3 million. The estimated range is based on several key assumptions, including: 1) redevelopment of the Project Area will occur in a timely manner; 2) approximately 170 residential units will be constructed; 3) residential units will include for-sale and rental market units, for-sale and rental affordable units, and CHA rental units; 4) the development will occur over two phases and be occupied by 2006; 5) CHA land will remain tax-exempt; 6) an estimated annual inflation in EAV of 2 percent will be realized through 2025; and 7) the five year average state equalization factor of 2.1909 (tax years 1996 through 2000) is used in all years to calculate estimated EAV.

VI. LACK OF GROWTH AND DEVELOPMENT THROUGH INVESTMENT BY PRIVATE ENTERPRISE

As described in *Section III* of this Redevelopment Plan, the Project Area as a whole is adversely impacted by the presence of blight factors, each of which is present to a meaningful extent and reasonably distributed throughout the Project Area. Vacant blight factors within the Project Area are significant and represent major impediments to sound growth and development.

The decline of, and the lack of private investment in, the Project Area are evidenced by the following:

- The entire Project Area has been vacant since 1994 while the area south of Bowen Avenue has been vacant since 1978.
- The Project Area is negatively impacted by the large number of deteriorating buildings in the surrounding area. Of the 249 structures within a one-block radius of the Project Area, 147 (59%) or suffering from deterioration.
- Though situated on prime real estate, just minutes from Lake Michigan and five miles south of the Loop, 16 of the 22 tax parcels in the Project Area (72.7%) are tax exempt and therefore not contributing to the tax base.
- The population of the Oakland community has declined 75% from its peak of 24,378 persons in 1960 to the most current count of 6,110 persons in 2000.

In summary, the Project Area on the whole has not been subject to growth and development through investment by private enterprise. The Project Area would not reasonably be anticipated to be developed on a comprehensive and coordinated basis without the intervention of the City and the adoption of this Redevelopment Plan for the Project Area.

VII. FINANCIAL IMPACT

Without the adoption of the Redevelopment Plan and TIF, the Project Area is not reasonably expected to be redeveloped by private enterprise. In the absence of City-sponsored redevelopment initiatives, there is a prospect that vacant blight factors will continue to exist and spread, and the

Project Area on the whole and adjacent properties will become less attractive for the investment and improvement of the community. In the absence of City-sponsored redevelopment initiatives, erosion of the assessed valuation of property in and outside of the Project Area could lead to a reduction of real estate tax revenue to all taxing districts.

Section V of this Redevelopment Plan describes the comprehensive, area-wide Redevelopment Project proposed to be undertaken by the City to create an environment in which private investment can occur. The Redevelopment Project will be staged over a period of years consistent with local market conditions and available financial resources required to complete the various redevelopment improvements and activities as well as Redevelopment Projects set forth in this Redevelopment Plan. Successful implementation of this Redevelopment Plan is expected to result in new private investment in rehabilitation of buildings and new construction on a scale sufficient to eliminate problem conditions and to return the area to a long-term sound condition.

The Redevelopment Project is expected to have significant short- and long-term positive financial impacts on the taxing districts affected by this Redevelopment Plan. In the short-term, the City's effective use of TIF can be used to encourage the new private development that will return underutilized and vacant properties to the tax rolls. In the long-term, after the completion of all redevelopment improvements and activities, Redevelopment Projects and the payment of all Redevelopment Project Costs and municipal obligations, the taxing districts will benefit from new EAV and tax revenues generated by redevelopment of previously tax-exempt properties to revenue-producing private development.

VIII. DEMAND ON TAXING DISTRICT SERVICES

The following major taxing districts presently levy taxes against properties located within the Project Area:

Cook County. The County has principal responsibility for the protection of persons and property, the provision of public health services and the maintenance of County highways.

Cook County Forest Preserve District. The Forest Preserve District is responsible for acquisition, restoration and management of lands for the purpose of protecting and preserving open space in the City and County for the education, pleasure and recreation of the public.

Metropolitan Water Reclamation District of Greater Chicago. This district provides the main trunk lines for the collection of waste water from cities, villages and towns, and for the treatment and disposal thereof.

Chicago Community College District 508. This district is a unit of the State of Illinois' system of public community colleges, whose objective is to meet the educational needs of residents of the City and other students seeking higher education programs and services.

City of Chicago Library Fund. General responsibilities of the Library Fund include the provision, maintenance and operation of the City's library facilities. The Blackstone Branch at 4904 S. Lake Park Avenue and the King Branch at 3436 S. King Drive are the nearest library facilities.

City of Chicago. The City is responsible for the provision of a wide range of municipal services, including: police and fire protection; capital improvements and maintenance; water supply and distribution; sanitation service; building, housing and zoning codes, etc.

Board of Education of the City of Chicago. General responsibilities of the Board of Education include the provision, maintenance and operations of educational facilities and the provision of educational services for kindergarten through twelfth grade. No public schools are located within the Project Area. Public schools located within a ½ mile of the Project Area include Price Elementary; Robinson Elementary; Woodson North Elementary; Woodson South Elementary; Fuller Elementary; Einstein Elementary; and Martin Luther King, Jr. High School.

Chicago Park District. The Park District is responsible for the provision, maintenance and operation of park and recreational facilities throughout the City and for the provision of recreation programs. Drexel Boulevard is the only public park/open space located within the Project Area. Park District facilities located outside the Project Area include Oakland Park, Oakwood Beach, Mandrake Park, Quayle Park, Holly Park, Chamberlain Triangle Park, Kennicott Park, Beech Park, and Hyacinth Park.

Chicago School Finance Authority. The Authority was created in 1980 to exercise oversight and control over the financial affairs of the Board of Education.

A. Impact of the Redevelopment Project

In 1994, the Act was amended to require an assessment of any financial impact of the Project Area on, or any increased demand for services from, any taxing district affected by the Redevelopment Plan and a description of any program to address such financial impacts or increased demand. The replacement of vacant and underutilized properties with residential development may cause increased demand for services and/or capital improvements to be provided by the Metropolitan Water Reclamation District and the City. The City also intends to monitor development in the Project Area and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development. The estimated nature of these increased demands for services on these taxing districts are described below.

Metropolitan Water Reclamation District of Greater Chicago. The rehabilitation of or replacement of underutilized properties with new development may cause increased demand for the services and/or capital improvements provided by the Metropolitan Water Reclamation District.

City of Chicago. The redevelopment of vacant properties with new residential development is likely to increase the demand for services and programs provided by the City, including police protection, fire protection, sanitary collection, recycling, etc.

Board of Education. The redevelopment of vacant properties with new residential development is likely to increase the demand for services and programs provided by the Board of Education. There are no Chicago Public Schools in the Project Area. The nearest public schools within approximately one-half mile are identified in *Figure 3, Community Facilities*.

Chicago Park District. The redevelopment of vacant properties with new residential development is likely to increase the demand for services, programs and capital improvements provided by the Chicago Park District within and adjacent to the Project Area. These public services or capital improvements may include, but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. Drexel Boulevard, a passive public park space, is the only public park facility located within the Project Area. The nearest parks within approximately one-half mile are identified in *Figure 3, Community Facilities*.

City of Chicago Library Fund. The replacement or rehabilitation of underutilized properties with residential, commercial, business and other development is likely to increase the demand for services, programs and capital improvements provided by the City of Chicago Library Fund. The Blackstone Branch at 4904 S. Lake Park Avenue and the King Branch at 3436 S. King Drive are the nearest library facilities.

B. Program to Address Increased Demand for Services or Capital Improvements

The City intends to monitor development in the areas and with the cooperation of the other affected taxing districts will attempt to ensure that any increased needs are addressed in connection with any particular development.

Metropolitan Water Reclamation District of Greater Chicago. It is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District. Therefore, no special assistance is proposed for the Metropolitan Water Reclamation District.

City of Chicago. It is expected that any increase in demand for City services and programs associated with the Project Area can be adequately handled by existing City, police, fire protection, sanitary collection and recycling services and programs maintained and operated by the City. Therefore, no special program is proposed for the City.

Chicago Park District. It is expected that any increase in demand for Park District services and programs associated with the Project Area can be adequately handled by existing services and programs provided by the Park District. No special program is proposed for the Chicago Park District.

Board of Education of the City of Chicago, and the Chicago School Finance Authority. It is expected that new residential development of currently vacant land will result in an increase in demand for services provided by the Board of Education. To determine this potential increase, the Ehlers & Associates' (formerly Illinois School Consulting Services) methodology for estimating school age children was utilized. Based on a proposed development of 174 new residential units ranging from single-family attached to multi-family units, it is expected that the number of elementary school age children will increase by approximately 28 and the number of high school age children will increase by approximately 9.

Martin Luther King High School is also operating well under capacity but is in the process of transitioning to a magnet school which, while it may serve a more city-wide population, will be an educational option for new and existing families with high school age children. Other than King High School, Phillips is the nearest public high school to the Project Area. Phillips is operating well under capacity and could accommodate additional students beyond those projected.

Elementary schools near the Project Area such as Robinson, Price, Woodson North and Woodson South and Einstein are all operating under capacity and can adequately accommodate the additional students that may be generated by the new residential development.

It is expected that any increase in demand for Board of Education services and programs associated with the Project Area can be adequately handled by existing facilities. The City and the Board of Education will attempt to ensure that any increased demands for the services and capital improvements provided by the Board of Education are addressed in connection with any particular residential development in the Project Area.

Other Taxing Districts. It is expected that any increase in demand for Cook County, Cook County Forest Preserve District, and Chicago Community College District 508's services and programs associated with the Project Area can be adequately handled by existing services and programs maintained and operated by these taxing districts. Therefore, at this time, no special programs are proposed for these taxing districts.

The City's program to address increased demand for services or capital improvements provided by some or all of the impacted taxing districts is contingent upon: (i) the Redevelopment Project occurring as anticipated in this Redevelopment Plan, (ii) the Redevelopment Project resulting in demand for services sufficient to warrant the allocation of Redevelopment Project Costs; and (iii) the generation of sufficient Incremental Property Taxes to pay for the Redevelopment Project Costs in Exhibit II. In the event that the Redevelopment Project fails to materialize, or involves a different

scale of development than that currently anticipated, the City may revise its program to address increased demand, to the extent permitted by the Act, without amending this Redevelopment Plan.

Exhibit II to this Redevelopment Plan illustrates the preliminary allocation of estimated Redevelopment Project Costs.

IX. CONFORMITY OF THE REDEVELOPMENT PLAN FOR THE PROJECT AREA TO LAND USES APPROVED BY THE PLANNING COMMISSION OF THE CITY

This Redevelopment Plan and the Redevelopment Project described herein include land uses which will be approved by the Chicago Plan Commission prior to the adoption of the Redevelopment Plan.

X. PHASING AND SCHEDULING

A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area.

It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of Incremental Property Taxes by the City.

The estimated date for completion of Redevelopment Projects is no later than the year 2025.

XI. PROVISIONS FOR AMENDING THIS REDEVELOPMENT PLAN

This Redevelopment Plan may be amended pursuant to the Act.

XII. COMMITMENT TO FAIR EMPLOYMENT PRACTICES AND AFFIRMATIVE ACTION PLAN

The City is committed to and will affirmatively implement the following principles with respect to this Redevelopment Plan:

- A) The assurance of equal opportunity in all personnel and employment actions, with respect to the Redevelopment Project, including, but not limited to hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, etc., without regard to race, color, religion, sex, age, handicapped status, national origin, creed or ancestry.

- B) Redevelopers must meet the City's standards for participation of 25% Minority Business Enterprises and 5% Woman Business Enterprises and the City Resident Construction Worker Employment Requirement as required in redevelopment agreements.
- C) This commitment to affirmative action and nondiscrimination will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.
- D) Redevelopers will meet City standards for the prevailing wage rate as ascertained by the Illinois Department of Labor to all project employees.

The City shall have the right in its sole discretion to exempt certain small businesses, residential property owners and developers from the above.

XIII. HOUSING IMPACT AND RELATED MATTERS

The Act states that if a redevelopment plan for a redevelopment project area would result in the displacement of residents from 10 or more inhabited residential units, or if the redevelopment project area contains 75 or more inhabited residential units and a municipality is unable to certify that no displacement will occur, then the municipality must prepare a housing impact study and incorporate the study in the redevelopment project and plan.

As described in earlier sections of this document, the Project Area is completely vacant and does not include any residential properties.

Given that this Redevelopment Plan will not result in the displacement of residents from 10 or more inhabited residential units and the Project Area does not contain 75 or more inhabited residential units, the completion of a housing impact study is not required under the Act. The City, by its approval of this Redevelopment Plan, shall be deemed to certify that no displacement will occur.

[Figures 1, 2 and 3 referred to in this Drexel Boulevard Tax Increment Financing Redevelopment Project and Plan printed on pages 89362 through 89364 of this *Journal*.]

[(Sub)Exhibit I referred to in this Drexel Boulevard Tax Increment Financing Redevelopment Project and Plan constitutes Exhibit "C" to the ordinance and is printed on pages _____ through _____ of this *Journal*.]

(Sub)Exhibits II and III referred to in this Drexel Boulevard Tax Increment Financing Redevelopment Project and Plan read as follows:

(Sub)Exhibit II.
(To Drexel Boulevard Tax Increment Financing
Redevelopment Project And Plan)

Estimated Redevelopment Project Costs.

ELIGIBLE EXPENSE	ESTIMATED COST
Analysis, Administration, Studies, Surveys, Legal, Marketing etc.	\$ 1,300,000
Property Assembly -Site Prep, Demolition, & Environmental Remediation	\$ 3,350,000
Public Works & Improvements ^[1] -Streets and Utilities -Open space and Landscaping	\$ 1,200,000
Taxing District's Capital Costs	\$ 500,000
Job Training, Retraining, Welfare-to-Work	\$ 300,000
Construction of Low and Very Low Income Housing Units or Developer Interest Subsidy	\$ 4,000,000
TOTAL REDEVELOPMENT COSTS^{[2] [3]}	\$ 10,650,000^[4]

^[1] This category may also include paying for or reimbursing (i) an elementary, secondary or unit school district's increased costs attributed to assisted housing units, and (ii) capital costs of taxing districts impacted by the redevelopment of the Project Area. As permitted by the Act, to the extent the City by written agreement accepts and approves the same, the City may pay, or reimburse all, or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the Plan.

^[2] Total Redevelopment Costs exclude any additional financing costs, including any interest expense, capitalized interest and costs associated with optional redemptions. These costs are subject to prevailing market conditions and are in addition to Total Project Costs.

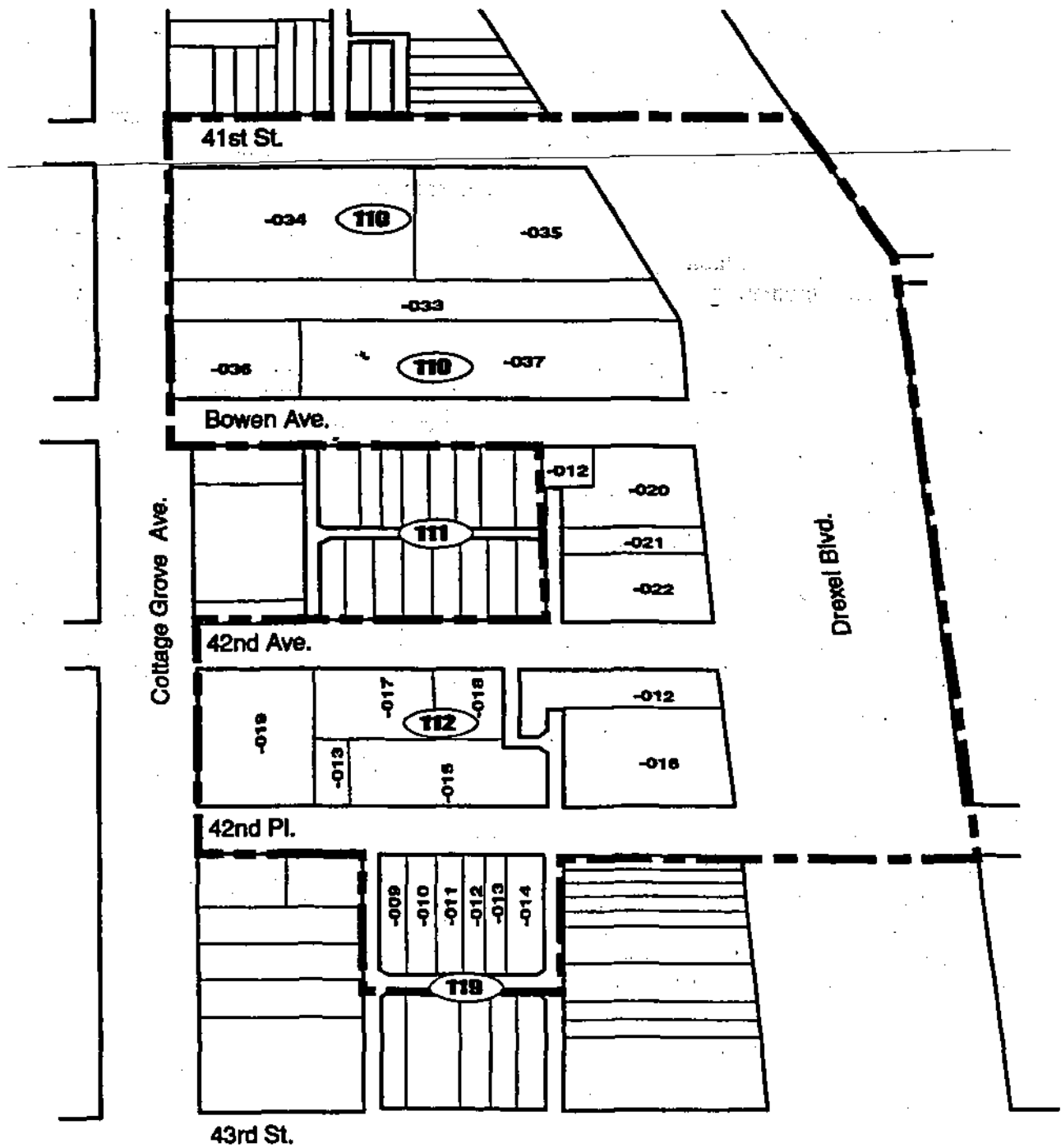
^[3] The amount of the Total Redevelopment Costs that can be incurred in the Project Area will be reduced by the amount of redevelopment project costs incurred in contiguous redevelopment project areas, or those separated from the Project Area only by a public right of way, that are permitted under the Act to be paid, and are paid, from incremental property taxes generated in the Project Area, but will not be reduced by the amount of redevelopment project costs incurred in the Project Area which are paid from incremental property taxes generated in contiguous redevelopment project areas or those separated from the Project Area only by a public right of way.

^[4] Increases in estimated Total Redevelopment Project Costs of more than five percent, after adjustment for inflation from the date of the Plan adoption, are subject to the Plan amendment procedures as provided under the Act.

Additional funding from other sources such as federal, state, county, or local grant funds may be utilized to supplement the City's ability to finance Redevelopment Project Costs identified above.

Figure 1.
(To Drexel Boulevard Tax Increment Financing
Redevelopment Project And Plan)

Project Area Boundary.



--- Project Area Boundary

Figure 2.
(To Drexel Boulevard Tax Increment Financing
Redevelopment Project And Plan)

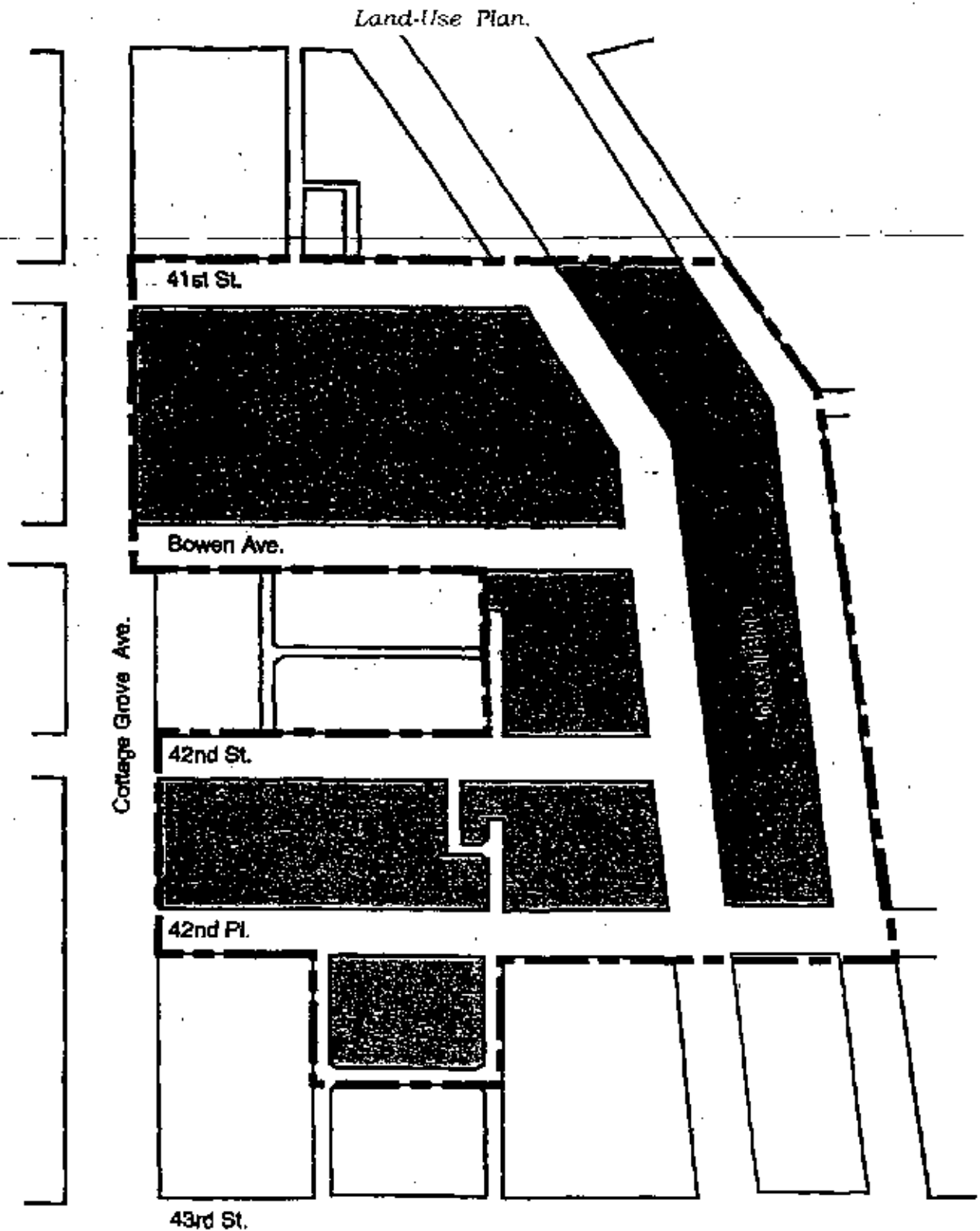
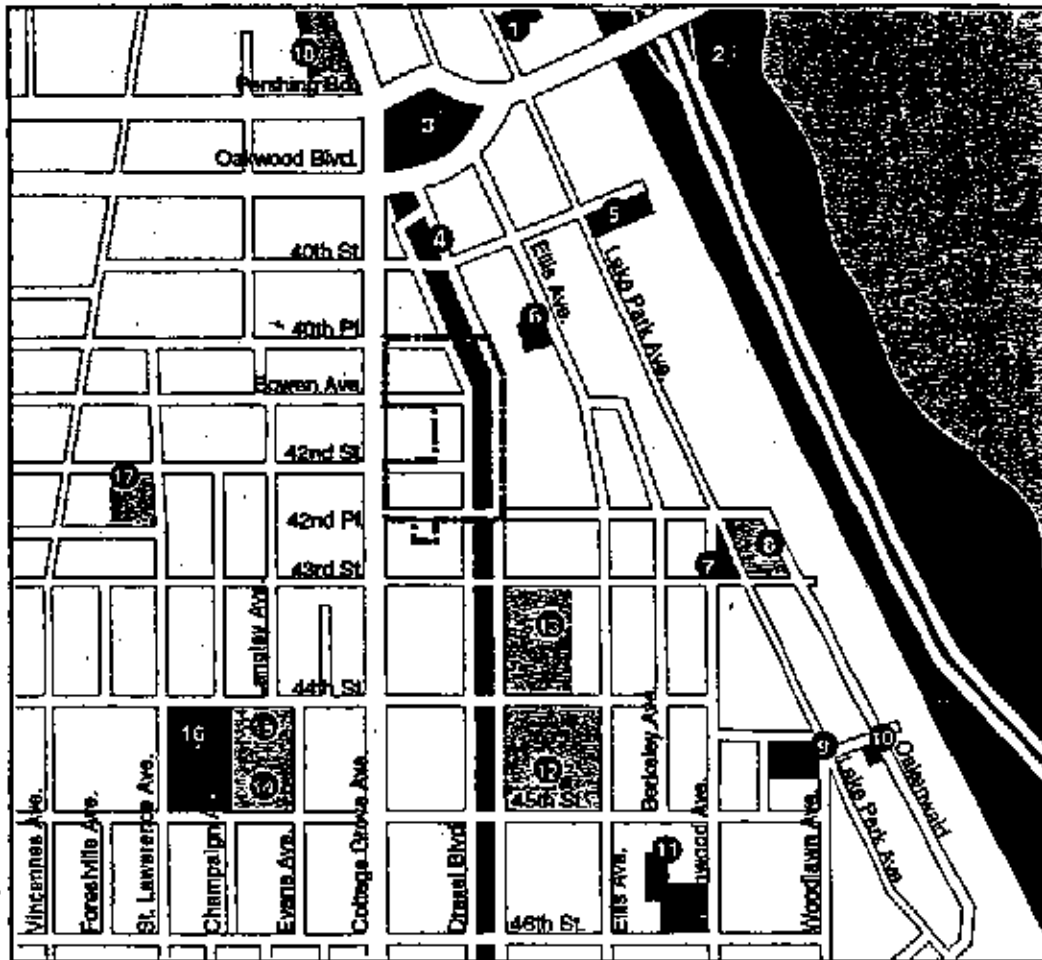


Figure 3.
 (To Drexel Boulevard Tax Increment Financing
 Redevelopment Plan And Project)

Community Facilities.



- Project Area Boundary
- Educational/Institutional
- Parks and Open Space

1. Oakland Park	10. Beech Park
2. Oakwood Beach	11. Hyacinth Park
3. Mandrake Park	12. M.L. King High School
4. Drexel Boulevard*	13. Price Elementary
5. Cauley Park	14. Woodson South Branch Elem.
6. Holly Park	15. Woodson North Branch Elem.
7. Chamberlain Triangle Park	16. Woodson Park
8. Robinson Elementary	17. Fuller Elementary
9. Kennicott Park	18. Einstein Elementary

*Facilities in bold are within the Project Area



(Sub)Exhibit III.

(To Drexel Boulevard Tax Increment Financing
Redevelopment Project And Plan)

*Drexel Boulevard Redevelopment Project
Area Eligibility Report.*

EXECUTIVE SUMMARY

The purposes of this report entitled *Drexel Boulevard Redevelopment Project Area Eligibility Report* (the "Eligibility Report") are to: (i) document the blighting and conservation factors that are present within the Drexel Boulevard Redevelopment Project Area (the "Project Area"), and (ii) conclude whether the Project Area qualifies for designation as a conservation area, blighted area, or combination of conservation and blighted areas within the definitions set forth in the Tax Increment Allocation Redevelopment Act (the "Act"). The Act is found in Illinois Compiled Statutes, Chapter 65, Act 5, Section 11-74.4-1 *et. seq.*, as amended.

The findings and conclusions contained in this Eligibility Report are based on surveys, documentation, and analysis of physical conditions within the Project Area. These surveys and analyses were conducted by Trkla, Pettigrew, Allen & Payne, Inc. ("TPAP"). This report summarizes the analyses and findings of TPAP's work, which is the responsibility of TPAP. The City of Chicago is entitled to rely on the findings and conclusions of this Eligibility Report in designating the Project Area as a redevelopment project area under the Act. TPAP has prepared this Eligibility Study and the related Redevelopment Plan with the understanding that the City would rely on (i) the findings and conclusions of this Eligibility Study and the related Redevelopment Plan in proceeding with the designation of the Project Area and the adoption and implementation of the Redevelopment Plan, and (ii) the fact that TPAP has obtained the necessary information so that the Eligibility Study and the related Redevelopment Plan will comply with the Act. The determination of whether the Project Area qualifies for designation as a conservation area or a blighted area, or a combination of both, pursuant to the Act is made by the City of Chicago (the "City") after careful review and consideration of the conclusions contained in this Eligibility Report.

The Project Area

The Project Area is approximately 16.26 acres in size, located approximately five miles south of the Chicago Loop in the Oakland community area. The Project Area is situated between East 41st Street and East 42nd Place from South Cottage Grove Avenue to South Drexel Boulevard. The Project Area is made up of 4 tax blocks and is entirely vacant. The boundaries of, and existing land use within, the Project Area are illustrated in Figure 1, *Project Area Boundary and Existing Land Use*.

Summary of Project Area Eligibility

The surveys and analyses indicate that the Project Area qualifies as a blighted area under section 11-74.4-3(a)(2) of the Act. The sound growth of the Project Area is impaired by a combination of 2 or more of the 6 factors listed in the Act for qualification as vacant blighted area. The Project Area exhibits a combination of more than two of these factors. Specifically,

- Three factors are present to a meaningful extent and reasonably distributed throughout the Project Area including:
 - a. deterioration of structures or site improvements in neighboring areas adjacent to the vacant land;
 - b. the need for environmental clean-up; and
 - c. a lagging EAV of the Project Area as a whole.
- In addition to the above criteria, one factor is present to a limited degree and, while it is not considered a qualifying factor for eligibility as a vacant blighted area, contributes to the overall lack of private investment in the Project Area: *Tax and special assessment delinquencies exist or the property has been the subject of tax sales under the Property Tax Code within the last 5 years.*

Conclusions

The conclusions of the eligibility analyses indicate that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social stability of the City. The combination of vacant blighted area factors that are present indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action, including designating the Project Area as a vacant blighted area pursuant to the Act.

The following sections contain a more detailed description of the physical surveys conducted within and around the Project Area and the conclusions of the eligibility analyses undertaken to assist the City in determining whether the Project Area qualifies for designation as a vacant blighted area pursuant to the Act.

I. BASIS FOR REDEVELOPMENT

The Illinois General Assembly made two key findings in adopting the Act:

1. That there exists in many municipalities within the State of Illinois, blighted and conservation areas; and
2. That the eradication of blighted areas and the treatment and improvement of conservation areas by redevelopment projects are essential to the public interest.

These conclusions were made on the basis that the presence of blight or conditions which lead to blight are detrimental to the safety, health, welfare and morals of the public.

To ensure that the exercise of these powers is proper and in the public interest, the Act also specifies certain requirements that must be met before a municipality can proceed with implementing a redevelopment project. One of these requirements is that the municipality must demonstrate that a prospective redevelopment project qualifies either as a "conservation area" or as a "blighted area," or a combination of both, within the definitions for each set forth in the Act (in Section 11-74.4-3). These definitions are described below.

As set forth in the Act, a "redevelopment project area" means an area designated by the municipality which is not less in the aggregate than 1½ acres, and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as an industrial park conservation area or a blighted area or a conservation area, or a combination of both blighted and conservation areas. The Project Area exceeds the minimum acreage requirements of the Act.

A. ELIGIBILITY OF A CONSERVATION AREA

A conservation area is an improved area in which 50 percent or more of the structures in the area have an age of 35 years or more and there is a presence of a combination of three or more of the thirteen factors defined in the Act and listed below. Such an area is not yet a blighted area, but because of a combination of three or more of these factors, the area may become a blighted area.

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below minimum code standards
5. Illegal use of individual structures

6. Excessive vacancies
7. Lack of ventilation, light, or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities
10. Deleterious land-use or layout
11. Environmental clean-up costs have been incurred or are required
12. Lack of community planning
13. Declining or lagging rate of growth of total equalized assessed valuation

B. ELIGIBILITY OF A BLIGHTED AREA

A blighted area may be either improved or vacant. If the area is *improved* (e.g., with industrial, commercial and residential buildings or improvements), a finding may be made that the area is blighted because of the presence of a combination of five or more of the following thirteen factors:

1. Dilapidation
2. Obsolescence
3. Deterioration
4. Presence of structures below minimum code standards
5. Illegal use of individual structures
6. Excessive vacancies
7. Lack of ventilation, light, or sanitary facilities
8. Inadequate utilities
9. Excessive land coverage and overcrowding of structures and community facilities
10. Deleterious land-use or lay-out
11. Environmental clean-up
12. Lack of community planning
13. Declining or lagging equalized assessed valuation

If the area is *vacant*, it may be found to be eligible as a blighted area based on the finding that the sound growth of the taxing districts is impaired by the following:

1. A combination of 2 or more of the following factors:
 - a. Obsolete platting of the vacant land;
 - b. Diversity of ownership of such land;
 - c. Tax and special assessment delinquencies on such land or the properties were the subject of tax sales under the Property Tax Code within the last 5 years;

- d. Deterioration of structures or site improvements in neighboring areas adjacent to the vacant land;
 - e. The area has incurred or is in need of significant environmental remediation costs;
 - f. The total equalized assessed valuation has declined or lagged behind the City.
2. The presence of one of the following factors:
- a. The area consists of an unused quarry or unused quarries.
 - b. The area consists of unused rail yards, rail tracks or railroad rights-of-way.
 - c. The area, prior to the area's designation, is subject to chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency.
 - d. The area consists of an unused or illegal disposal site, containing earth, stone, building debris or similar material, that were removed from construction, demolition, excavation or dredge sites.
 - e. Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant, notwithstanding the fact that such area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment project area, and which area meets at least one of the factors itemized in provision (1) of the subsection (a), and the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.
 - f. The area immediately prior to becoming vacant qualified as a blighted improved area, unless there has been substantial private investment in the immediately surrounding area.

Although the Act defines a blighted area and a conservation area and the various factors for each, it does not describe what constitutes the presence or the extent of presence necessary to make a finding that a factor exists. Therefore, reasonable criteria should be developed to support each local finding that an area qualifies as either a blighted area or as a conservation area. In developing these criteria, the following principles have been applied:

- 1. The minimum number of factors must be present and the presence of each must be documented;
- 2. Each contributing factor should be present to a meaningful extent so that a local governing body may reasonably find that the factor is clearly present within the intent of the Act; and
- 3. Each contributing factor should be reasonably distributed throughout the Project Area.

II. ELIGIBILITY ANALYSIS AND CONCLUSIONS

The determination of whether the Project Area qualifies as a Blighted Area pursuant to the Act is made by the City after careful review and consideration of the conclusions contained in the Redevelopment Plan and Eligibility Report. The conclusions contained in this Eligibility Report are based on an analysis of physical and economic conditions found to be present within the Project Area as well as the neighboring areas adjacent to the Project Area. The analysis and conclusion of physical conditions are based on surveys and analyses of existing conditions and land uses as well as a review of third party documents conducted by TPAP during February 2002.

It is important to note that the test of eligibility is based on the conditions of the Project Area as a whole; it is not required that eligibility be established for each and every property in the Project Area. Although it may be concluded that the mere presence of a combination of the stated factors may be sufficient to make a finding that the area qualifies as a Blighted Area, the evaluation contained in this Eligibility Report was made on the basis that the required factors must be present to a meaningful extent so that the City may reasonably find that the factor is clearly present within the intent of the Act. Secondly, the distribution of factors throughout the Project Area must be reasonable so that basically good areas are not arbitrarily found to qualify simply because of their proximity to areas which do qualify.

A. SURVEYS AND ANALYSES CONDUCTED

An analysis was made of each of the factors listed in the Act to determine whether each or any are present in the Project Area, and if so, to what extent and in what locations. Surveys and analyses conducted by TPAP included:

1. Exterior survey of the condition and use of all buildings and sites in neighboring areas adjacent to the Project Area;
2. Analysis of original and current platting and current parcel configuration;
3. A review of environmental reports prepared for the City of Chicago Department of Environment;
4. Analysis of Cook County Assessor records for assessed valuations and equalization factors for tax parcels in the Project Area for assessment years 1995 to 2000.
5. Review of Cook County Treasurer duplicate tax bills for the year 2000;
6. Review of Cook County Clerk warrant book records for tax parcels in the Project Area for assessment years 1996 to 1999;
7. Field survey of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;
8. Review of previously prepared plans, studies and data.

B. ELIGIBILITY OF THE PROJECT AREA

The Project Area, generally located between East 41st Street and East 42nd Place from South Cottage Grove Avenue to South Drexel Boulevard, is entirely vacant.

The vacant area within the Project Area meets the criteria required for determination as a "vacant blighted area" as set forth in the Act. The vacant part of the Project Area qualifies under Section 11-74.4-3(a)(2) of the Act, which requires that the sound growth of the Project Area is impaired by a combination of two or more of the 6 factors listed in the Act.

Combination of Two or More Factors

Vacant areas within the Project Area may qualify for designation as part of a redevelopment project area, if the sound growth of the redevelopment project area is impaired by a combination of 2 or more of 6 factors listed in section 11-74.4-3(a)(2) of the Act, each of which is (i) present, with that presence documented, to a meaningful extent so that a municipality may reasonably find that the factor is clearly present within the intent of the Act and (ii) reasonably distributed throughout the vacant part of the redevelopment project area to which it pertains.

A combination of 3 factors have been documented as present to a meaningful extent and reasonably distributed throughout the Project Area. These include:

(1) *Deterioration of Structures or Site Improvements in Neighboring Areas Adjacent to the Vacant Area*

As defined in the Section 11-74.4-3(C) of the Act, "deterioration" has the following meaning: *With respect to buildings, defects including, but not limited to, major defects in the secondary building components such as doors, windows, porches, gutters and downspouts, and fascia. With respect to surface improvements, the condition of roadways, alleys, curbs, gutters, sidewalks, off-street parking, and surface storage areas evidence deterioration, including, but not limited to, surface cracking, crumbling, potholes, depressions, loose paving material, and weeds protruding through paved surfaces.*

For purposes of documenting the presence of this factor, the neighboring area adjacent to the Project Area is defined by a roughly one-block area immediately surrounding the Project Area. The building condition analysis is based on an exterior survey of the buildings and sites conducted during February of 2002. Structural deficiencies in building components and related environmental deficiencies in the Project Area were noted during the surveys. The process, standards and criteria that were used in this building condition analysis were applied in accordance with the TPAP Building Condition Survey Manual.

The four categories used in evaluating structural deficiencies within each structure are described below:

Sound

Building components that contain no defects, are adequately maintained, and require no treatment outside of normal ongoing maintenance.

Deficient - Requiring Minor Repair

Building components containing defects (loose or missing material or holes and cracks over a limited area) which often may be corrected through the course of normal maintenance. Minor defects have no real effect on either primary or secondary components and the correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated components. Minor defects are not considered in rating a building as structurally substandard.

Deficient - Requiring Major Repair

Building components which contain major defects over a widespread area and would be difficult to correct through normal maintenance. Buildings in the major deficient category would require replacement or rebuilding of components by people skilled in the building trades.

Critical - Substandard

Building components that contain major defects (bowing, sagging, or settling to any or all exterior components causing the structure to be out-of-plumb, or broken, loose or missing material and deterioration over a widespread area) so extensive that the cost of repair would be excessive.

Deterioration of Structures

As a result of field studies, a total of 249 structures were identified and analyzed in the neighboring area adjacent to the Project Area. A total of 147 (59 percent) of the buildings within the neighboring areas adjacent to the Project Area, are classified as deteriorating. A summary of these findings is presented as follows:

- 102 buildings were classified as structurally sound;
- 84 buildings were classified as minor deficient (deteriorating);
- 35 buildings were classified as major deficient (deteriorating); and
- 28 structures were classified as structurally substandard (dilapidated).

Deterioration of Sites

There are ten vacant sites adjacent to the vacant land. Several of these still contain either full or partial asphalt or concrete surfaces remaining from previous parking areas prior to the removal of adjacent structures. These contain deteriorating surface areas with weed growth and debris.

Several locations in perimeter blocks where streets cross the former elevated CTA Kenwood Branch elevated rail line and where the bridge and rail sections have been removed, still contain concrete retaining walls and remains of station structures which contain crumbling concrete and are deteriorated throughout.

Conclusion: Deterioration is present to a meaningful extent in the sites and site improvements within neighboring areas adjacent to the vacant land.

(2) Presence of and/or Need for Environmental Remediation

As defined in the Act, "environmental remediation" means that the area has incurred Illinois Environmental Protection Agency or United States Environmental Protection Agency remediation costs for, or a study conducted by an independent consultant recognized as having expertise in environmental remediation has determined a need for, the clean-up of hazardous waste, hazardous substances, or underground storage tanks required by State or federal law, provided that the remediation costs constitute a material impediment to the development or redevelopment of the redevelopment project area.

A Phase I environmental site assessment (ESA) of the Project Area was conducted by the City of Chicago's Department of Environment during September and October 2001 which chronicled the historic uses of the Project Area and identified numerous on-site and off-site Recognized Environmental Conditions (RECs). A Report of Subsurface Investigation conducted on behalf of the City of Chicago was completed by Consoer Townshend Environdyne Engineers (CTE) in January 2002. Findings from the CTE report indicate an elevated presence of select hazardous substances including arsenic, lead and Polynuclear Aromatics (PNA's). The remedial costs for the subject property is estimated at more than \$3.2 million.

Conclusion: Based on findings from the environmental reports described above, it is concluded that the need for environmental remediation and the cost of remediation constitutes a material impediment to the development of the Project Area and therefore is present to a meaningful extent in the Project Area.

(3) Declining or Lagging Equalized Assessed Valuation

As defined in the Act, a "declining or lagging equalized assessed valuation" means that the total equalized assessed value of the proposed redevelopment project area has declined for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the balance of the municipality for 3 of the last 5 calendar years for which information is available or is increasing at an annual rate that is less than the Consumer Price Index for All Urban Consumers published by the United States Department of Labor or successor agency for 3 of the last 5 calendar years for which information is available.

Over the period from 1995 to 2000, the growth rate of the total equalized assessed valuation (EAV) of the Project Area has lagged behind that of the balance of the City of Chicago in three of these years, (1995/1996; 1997/1998; and 1998/1999). For two of these same three years, the rate of growth of the Project Area's total EAV was less than the Consumer Price Index for All Urban Consumers (CPI-U) for the United States.¹ These figures are shown in Table 3 below.

¹ The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a fixed market basket of consumer goods and services. The broadest, most comprehensive CPI is the "CPI for All Urban Consumers for the U.S. City Average for All Items, 1982-84=100" (CPI-U) and is based on the expenditures reported by almost all urban residents and represents about 80% of the total U.S. population. The CPI data are also published for metropolitan areas which measure how much prices have changed over time for a given area. The CPI is the most widely used measure of price change for application in escalation agreements for payments such as rental contracts, collective bargaining agreements, alimony, child support payments, etc.

Table 1. Percent Change in Annual Equalized Assessed Valuation (EAV) and Increase in Consumer Price Index All-Urban Consumers (CPI-U), Years 1995-2000

	Percent change in EAV 1995/1996	Percent change in EAV 1996/1997	Percent change in EAV 1997/1998	Percent change in EAV 1998/1999	Percent change in EAV 1999/2000
<i>Project Area</i>	0.2%	26.3%	-3.1%	3.2%	293.5%
<i>City of Chicago (balance of)</i>	1.3%	8.4%	1.8%	4.2%	14.5%
<i>CPI-U, United States</i>	3.3%*	1.7%*	1.6%*	2.7%*	3.4%*

*This figure is the increase in the Consumer Price Index for All-Urban Consumers, All-Items, for the year ending in December of year 2 (e.g. percent change in CPI-U from December 1993 to December 1994). Source: Department of Labor, Bureau of Labor Statistics.

Conclusion: *Declining or Lagging Equalized Assessed Valuation as a factor is present to a meaningful extent in the Project Area.*

Additional Factor

In addition to the combination of the 3 factors described above that qualify the Project Area under Section 11-74.4-3(a)(2) of the Act, one additional factor has been identified as present to a limited extent within the Project Area. This individual factor may not be present to a meaningful extent and/or reasonably distributed throughout the Project Area but contributes to the overall lack of private investment in the Project Area.

(1) Property Has Been the Subject of Tax Sales under the Property Tax Code within the Last 5 Years

The Project Area includes 22 tax parcels in 4 tax blocks. Duplicate tax bills for the year 2000 from the Cook County Treasurer and the Cook County Clerk's warrant books for the tax years 1996 through 1999 were reviewed for evidence of tax sale activity for each of the properties in the Project Area. Three of these 22 parcels (13.6%) had been sold or acquired through the tax sale between 1996 and 2000.

Conclusion: *The factor of Properties that have been the Subject of Tax Sales is present in two of the four blocks in the Project Area and therefore present to a limited extent.*

C. CONCLUSION

On the basis of the above review of current conditions, the Project Area meets the criteria for qualification as a Vacant Blighted Area. A combination of 2 or more of the 6 factors listed in the Act must be present to qualify as a Vacant Blighted Area. The Project Area exhibits the presence of a combination of 3 of the 6 factors listed in the Act. These factors are present to a meaningful extent and are reasonably distributed throughout the Project Area. One additional factor that is listed in the Act is present to a limited extent in the Project Area. Because of its limited presence, this additional factor is not considered as a qualifying factor toward eligibility of the Project Area as a Vacant Blighted Area yet by its presence contributes to the overall lack of private investment in the Project Area.

III. DETERMINATION OF PROJECT AREA ELIGIBILITY

A summary of the vacant blighted area factors is illustrated in Figure 2, *Distribution of Factors*. The eligibility surveys conducted within the Project Area and the analyses of the survey data indicate that the extent and duration of vacant blighted area factors have impaired the sound growth of the taxing districts. Accordingly, the Project Area is eligible for designation as a Redevelopment Project Area pursuant to the Act.

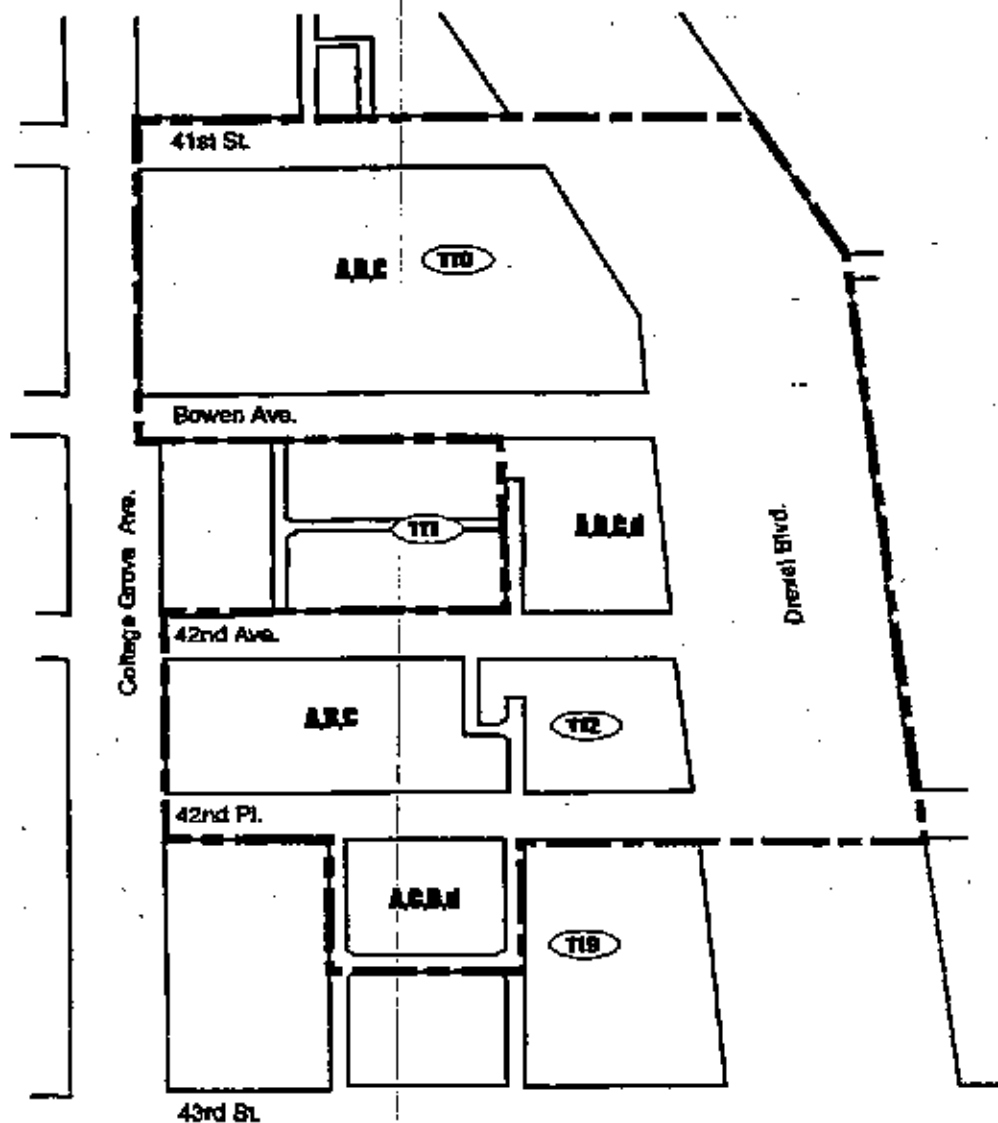
The overall conclusion of the analyses is that the Project Area is in need of revitalization and guided growth to ensure that it will contribute to the long-term physical, economic, and social well being of the City. The vacant blighted area factors indicate that the Project Area as a whole has not been subject to growth and development through investment by private enterprise, and would not reasonably be anticipated to be developed without public action, including designating the Project Area as a Redevelopment Project Area and adopting the Drexel Boulevard Redevelopment Plan.

[Figure 1 referred to in this Drexel Boulevard Redevelopment Project Area Eligibility Report constitutes Exhibit "E" to the ordinance and is printed on page 89385 of this *Journal*.]

[Figure 2 referred to in this Drexel Boulevard Redevelopment Project Area Eligibility Report printed on page 89376 of this *Journal*.]

Figure 2.
 (To Drexel Boulevard Redevelopment
 Project Area Eligibility Report)

Distribution Of Factors.



VACANT BLIGHTED AREA FACTORS

- A.** Deterioration in Neighboring Areas
- B.** Need for Environmental Remediation
- C.** Declining/Lagging EAV
- D.** Properties subject of Tax Sale - Limited Extent



*Exhibit "B".
(To Ordinance)*

*Community Development Commission
Of The City Of Chicago*

Resolution 02-CDC-39

Recommending To

The City Council Of The City Of Chicago

For The Proposed

*Drexel Boulevard Tax Increment Financing
Redevelopment Project Area:*

Approval Of A Redevelopment Plan,

Designation Of A Redevelopment Project Area

And

Adoption Of Tax Increment Allocation Financing.

Whereas, The Community Development Commission (the "Commission") of the City of Chicago (the "City") has heretofore been appointed by the Mayor of the City with the approval of its City Council ("City Council", referred to herein collectively with the Mayor as the "Corporate Authorities") (as codified in Section 2-124 of the City's Municipal Code) pursuant to Section 5/11-74.4-4(k) of the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

Whereas, The Commission is empowered by the Corporate Authorities to exercise certain powers enumerated in Section 5/11-74.4-4(k) of the Act, including the holding of certain public hearings required by the Act; and

Whereas, Staff of the City's Department of Planning and Development has conducted or caused to be conducted certain investigations, studies and surveys

of the Drexel Boulevard Tax Increment Financing Redevelopment Project Area, the street boundaries of which are described on (Sub)Exhibit A hereto (the "Area"), to determine the eligibility of the Area as a redevelopment project area as defined in the Act (a "Redevelopment Project Area") and for tax increment allocation financing pursuant to the Act ("Tax Increment Allocation Financing"), and previously has presented the following documents to the Commission for its review:

The Drexel Boulevard Tax Increment Financing Redevelopment Project and Plan (including the Eligibility Study (the "Plan")); and

Whereas, Prior to the adoption by the Corporate Authorities of ordinances approving a redevelopment plan; designating an area as a Redevelopment Project Area or adopting Tax Increment Allocation Financing for an area, it is necessary that the Commission hold a public hearing (the "Hearing") pursuant to Section 5/11-74.4-5(a) of the Act, convene a meeting of a joint review board (the "Board") pursuant to Section 5/11-74.4-5(b) of the Act, set the dates of such Hearing and Board meeting and give notice thereof pursuant to Section 5/11-74.4-6 of the Act; and

Whereas, The Plan was made available for public inspection and review since March 1, 2002, being a date not less than ten (10) days before the Commission meeting at which the Commission adopted Resolution 02-CDC-23 on March 12, 2002 fixing the time and place for the Hearing, at City Hall, 121 North LaSalle Street, Chicago, Illinois, in the following offices: City Clerk, Room 107 and Department of Planning and Development, Room 1000; and

Whereas, Notice of the availability of the Plan, including how to obtain this information, was sent by mail on March 18, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-23 to: (a) all residential addresses that, after a good faith effort, were determined to be: (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

Whereas, Notice of the Hearing by publication was given at least twice, the first (1st) publication being on April 16, 2002, a date which is not more than thirty (30) nor less than ten (10) days prior to the Hearing, and the second (2nd) publication being on April 23, 2002, both in the *Chicago Sun-Times* or the *Chicago Tribune*, being newspapers of general circulation within the taxing districts having property in the Area; and

Whereas, Notice of the Hearing was given by mail to taxpayers by depositing such notice in the United States mail by certified mail addressed to the persons in whose names the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the Area, on April 18, 2002, being a date not less than ten (10) days prior to the date set for the Hearing; and where taxes for the last preceding year were not paid, notice was also mailed to the persons last listed on the tax rolls as the owners of such property within the preceding three (3) years; and

Whereas, A good faith effort was made to give notice of the Hearing by mail to all residents of the Area by, at a minimum, giving notice by mail to each residential address located in the Area, which to the extent necessary to effectively communicate such notice was given in English and in the predominant language of residents of the Area other than English on April 23, 2002, being a date not less than ten (10) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing was given by mail to the Illinois Department of Commerce and Community Affairs ("D.C.C.A.") and members of the Board (including notice of the convening of the Board), by depositing such notice in the United States mail by certified mail addressed to D.C.C.A. and all Board members, on March 15, 2002, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, Notice of the Hearing and a copy of the Plan were sent by mail to taxing districts having taxable property in the Area, by depositing such notice and documents in the United States mail by certified mail addressed to all taxing districts having taxable property within the Area, on March 15, 2002, being a date not less than forty-five (45) days prior to the date set for the Hearing; and

Whereas, The Hearing was held on May 14, 2002 at 1:00 P.M. at City Hall, Room 201, 121 North LaSalle Street, Chicago, Illinois, as the official public hearing, and testimony was heard from all interested persons or representatives of any affected taxing district present at the Hearing and wishing to testify, concerning the Commission's recommendation to City Council regarding approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; and

Whereas, The Board meeting was convened on April 5, 2002 at 10:00 A.M. (being a date at least fourteen (14) days but not more than twenty-eight (28) days after the date of the mailing of the notice to the taxing districts on March 15, 2002) in Room 1003A, City Hall, 121 North LaSalle Street, Chicago, Illinois, to review the matters properly coming before the Board to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a

Redevelopment Project Area, adoption of Tax Increment Allocation Financing within the Area and other matters, if any, properly before it, all in accordance with Section 5/11-74.4-5(b) of the Act; and

Whereas, The Commission has reviewed the Plan, considered testimony from the Hearing, if any, the recommendation of the Board, if any, and such other matters or studies as the Commission deemed necessary or appropriate in making the findings set forth herein and formulating its decision whether to recommend to City Council approval of the Plan, designation of the Area as a Redevelopment Project Area and adoption of Tax Increment Allocation Financing within the Area; now, therefore,

Be It Resolved by the Community Development Commission of the City of Chicago:

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

Section 2. The Commission hereby makes the following findings pursuant to Section 5/11-74.4-3(n) of the Act or such other section as is referenced herein:

a. the Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be expected to be developed without the adoption of the Plan;

b. the Plan:

(i) conforms to the comprehensive plan for the development of the City as a whole; or

(ii) either: (A) conforms to the strategic economic development or redevelopment plan issued by the Chicago Plan Commission, or (B) includes land uses that have been approved by the Chicago Plan Commission;

c. the Plan meets all of the requirements of a redevelopment plan as defined in the Act and, as set forth in the Plan, the estimated date of completion of the projects described therein and retirement of all obligations issued to finance redevelopment project costs is not later than December 31 of the year in which the payment to the municipal treasurer as provided in subsection (b) of Section 5/11-74.4-8 of the Act is to be made with respect to ad valorem taxes levied in the twenty-third (23rd) calendar year following the year of the adoption of the ordinance approving the designation of the Area as a redevelopment project area and, as required pursuant to Section 5/11-74.4-7 of the Act, no such obligation shall have a maturity date greater than twenty (20) years;

d. to the extent required by Section 5/11-74.4-3(n)(6) of the Act, the Plan incorporates the housing impact study, if such study is required by Section 5/11-74.4-3(n)(5) of the Act;

e. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

f. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a blighted area as defined in the Act;

g. if the Area is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area as a Redevelopment Project Area on that basis is: (i) present, with that presence documented to a meaningful extent so that it may be reasonably found that the factor is clearly present within the intent of the Act, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act.

Section 3. The Commission recommends that the City Council approve the Plan pursuant to Section 5/11-74.4-4 of the Act.

Section 4. The Commission recommends that the City Council designate the Area as a Redevelopment Project Area pursuant to Section 5/11-74.4-4 of the Act.

Section 5. The Commission recommends that the City Council adopt Tax Increment Allocation Financing within the Area.

Section 6. If any provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this resolution.

Section 7. All resolutions, motions or orders in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 8. This resolution shall be effective as of the date of its adoption.

Section 9. A certified copy of this resolution shall be transmitted to the City Council.

Adopted: May 14, 2002

[(Sub)Exhibit "A" referred to in this Resolution 02-CDC-39 constitutes Exhibit "D" to the ordinance and is printed on page 89384 of this *Journal*.]

Exhibit "C".
(To Ordinance)

Drexel Boulevard Redevelopment Project
Area Legal Description.

All that part of the west half of the northwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian bounded and described as follows:

beginning at the northeast corner of Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, being the south 25 acres of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, said northeast corner of Lot 1 being also the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place; thence west along the north line of said Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley west of South Drexel Boulevard; thence south along said east line of the alley west of South Drexel Boulevard to the easterly extension of the north line of Lots 15 through 20, both inclusive, in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, said north line of Lots 15 through 20, both inclusive,

being also the south line of the alley south of East 42nd Place; thence west along said easterly extension and the north line of Lots 15 through 20, both inclusive, in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property and along the westerly extension thereof to the east line of Lot 27 in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, said east line of Lot 27, being also the west line of the alley east of South Cottage Grove Avenue; thence north along said west line of the alley east of South Cottage Grove Avenue to the south line of East 42nd Place; thence west along said south line of East 42nd Place to the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 42nd Street; thence east along said north line of East 42nd Street to the east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision of Block 1 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of Third Principal Meridian lying west of Hyde Park Boulevard, except the north 53 feet, 4½ inches, said east line of Lot 30, being also the west line of the alley west of South Drexel Boulevard; thence north along said east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision and along the northerly extension thereof and along the east line of Lot 19 in said Block 2 of Chas. R. Steele's Resubdivision to the south line of East Bowen Avenue; thence west along said south line of East Bowen Avenue to the southerly extension of the west line of Lot 3 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lot 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision, said west line of Lot 3, being also the east line of South Cottage Grove Avenue; thence north along said southerly extension and the west line of Lots 3 and 4 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lot 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision and along the northerly extension thereof to the south line of the vacated alley lying south of and adjoining the south line of Lots 7 through 11, both inclusive, in Jordan and Sawyer's Resubdivision of Lots 5, 6, 7, 8, 15 and all of Lots 9, 10, 12 and 14 lying west of the boulevard, together with the alley between Lots 5, 6 and 7 and so much of the alley between Lots 12 and 14 as lies west of the boulevard and the south half of the alley north of Lots 14 and 15, all in Block 15 in James Hood's Resubdivision of Blocks 15 and 16 of Cleaverville, being a subdivision of the north part of fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian and the south part of fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian; thence west along said south line of the vacated alley lying south of and adjoining the south line of

Lots 7 through 11, both inclusive, in Jordan and Sawyer's Resubdivision to the west line of said vacated alley, said west line of the vacated alley, being also the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 41st Street; thence east along said north line of East 41st Street and along the easterly extension thereof to the easterly line of South Drexel Boulevard; thence southerly along said easterly line of South Drexel Boulevard to the north line of East 41st Street; thence continuing southerly along a straight line to the northwesterly corner of Lot 1 in Block 2 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian lying west of Hyde Park Boulevard, except the north 53 feet, 4½ inches, the westerly line of said Lot 1, being also the easterly line of South Drexel Boulevard; thence continuing southerly along said easterly line of South Drexel Boulevard to the northwest corner of Lot 36 in Block 3 of aforesaid resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, the north line of said Lot 36, being also the south line of East 42nd Place; thence west along a straight line to the point of beginning at the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place, all in the City of Chicago, Cook County, Illinois.

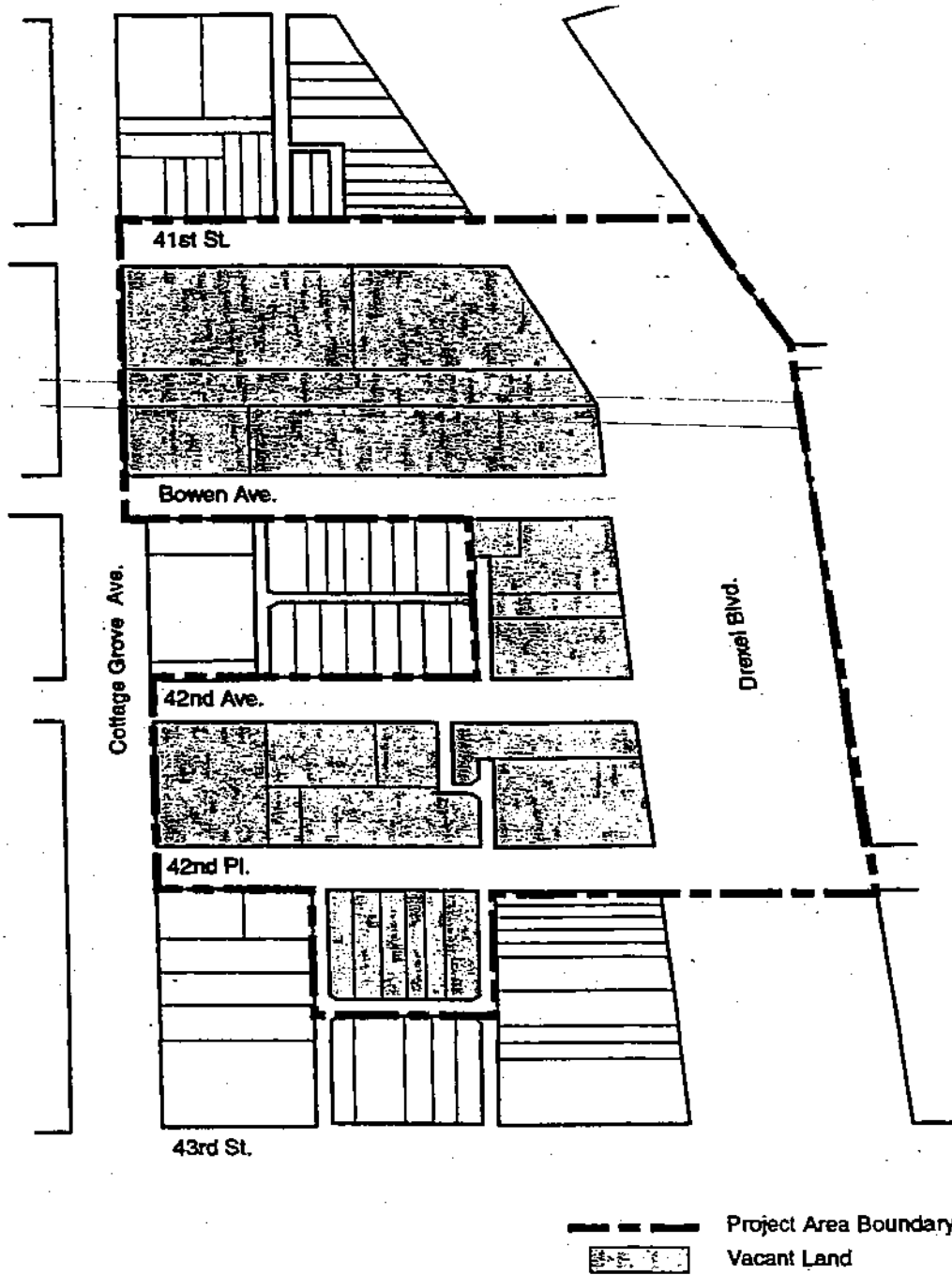
Exhibit "D".
(To Ordinance)

Street Location Of The Area.

The Area is made up of sixteen and twenty-six hundredths (16.26) acres and twenty-two (22) parcels on four (4) blocks. It is irregularly shaped and is generally bounded by East 41st Street on the north, South Drexel Boulevard on the east, East 42nd Place on the south and South Cottage Grove Avenue on the west.

*Exhibit "E".
(To Ordinance)*

Boundary Map Of Redevelopment Area.



DESIGNATION OF DREXEL BOULEVARD REDEVELOPMENT
PROJECT AREA AS TAX INCREMENT
FINANCING DISTRICT.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance designating the Drexel Boulevard Tax Increment Financing Redevelopment Project Area as a redevelopment project area, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Drexel Boulevard Tax Increment Financing Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was made available for public inspection and review pursuant to Section 5/11-74.4-5(a) of the Act since March 1, 2002, being a date not less than ten (10) days before the meeting of the Community Development Commission of the City ("Commission") at which the Commission adopted Resolution 02-CDC-23 on March 12, 2002 accepting the Plan for review and fixing the time and place for a public hearing ("Hearing"), at the offices of the City Clerk and the City's Department of Planning and Development; and

WHEREAS, Pursuant to Section 5/11-74.4-5(a) of the Act, notice of the availability of the Plan (including the related eligibility report attached thereto as an exhibit and, if applicable, the feasibility study and the housing impact study) was sent by mail on March 18, 2002, which is within a reasonable time after the adoption by the Commission of Resolution 02-CDC-23 to: (a) all residential addresses that, after a good faith effort, were determined to be (i) located within the Area and (ii) located within seven hundred fifty (750) feet of the boundaries of the Area (or, if applicable, were determined to be the seven hundred fifty (750) residential addresses that were closest to the boundaries of the Area); and (b) organizations and residents that were registered interested parties for such Area; and

WHEREAS, A meeting of the joint review board established pursuant to Section 5/11-74.4-5(b) of the Act (the "Board") was convened upon the provision of due notice on April 5, 2002 at 10:00 A.M., to review the matters properly coming before the Board and to allow it to provide its advisory recommendation regarding the approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area, and other matters, if any, properly before it; and

WHEREAS, Pursuant to Sections 5/11-74.4-4 and 5/11-74.4-5 of the Act, the Commission held the Hearing concerning approval of the Plan, designation of the Area as a redevelopment project area pursuant to the Act and adoption of Tax Increment Allocation Financing within the Area pursuant to the Act on May 14, 2002; and

WHEREAS, The Commission has forwarded to the City Council a copy of its Resolution 02-CDC-39, recommending to the City Council approval of the Plan, among other related matters; and

WHEREAS, The City Council has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Drexel Boulevard Tax Increment Financing Redevelopment Project Area; now, therefore,

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

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

SECTION 2. The Area. The Area is legally described in Exhibit A attached hereto and incorporated herein. The Street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted on Exhibit C attached hereto and incorporated herein.

SECTION 3. Findings. The Corporate Authorities hereby make the following findings:

a. the Area includes only those contiguous parcels of real property and improvements thereon that are to be substantially benefitted by proposed Plan improvements, as required pursuant to Section 5/11-74.4-4(a) of the Act;

b. as required pursuant to Section 5/11-74.4-3(p) of the Act:

(i) the Area is not less, in the aggregate, than one and one-half (1½) acres in size; and

(ii) conditions exist in the Area that cause the Area to qualify for designation as a redevelopment project area and a vacant blighted area, as defined in the Act;

c. if the Area (or a portion thereof) is qualified as a "blighted area", whether improved or vacant, each of the factors necessary to qualify the Area (or such portion thereof) as a redevelopment project area on that basis is (i) clearly present within the intent of the Act and with that presence documented to a meaningful extent, and (ii) reasonably distributed throughout the improved part or vacant part, as applicable, of the Area as required pursuant to Section 5/11-74.4-3(a) of the Act;

d. if the Area (or a portion thereof) is qualified as a "conservation area", the combination of the factors necessary to qualify the Area (or such portion thereof) as a redevelopment project area on that basis is detrimental to the public health, safety, morals or welfare, and the Area may become a blighted area.

SECTION 4. Area Designated. The Area is hereby designated as a redevelopment project area pursuant to Section 5/11-74.4-4 of the Act.

SECTION 5. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance
printed on page 89392 of this *Journal*.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

*Drexel Boulevard Redevelopment Project
Area Legal Description.*

All that part of the west half of the northwest quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the northeast corner of Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, being the south 25 acres of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, said northeast corner of Lot 1 being also the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place; thence west along the north line of said

Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley west of South Drexel Boulevard; thence south along said east line of the alley west of South Drexel Boulevard to the easterly extension of the north line of Lots 15 through 20, both inclusive, in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, said north line of Lots 15 through 20, both inclusive, being also the south line of the alley south of East 42nd Place; thence west along said easterly extension and the north line of Lots 15 through 20, both inclusive, in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of reform school property and along the westerly extension thereof to the east line of Lot 27 in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of reform school property, said east line of Lot 27 being also the west line of the alley east of South Cottage Grove Avenue; thence north along said west line of the alley east of South Cottage Grove Avenue to the south line of East 42nd Place; thence west along said south line of East 42nd Place to the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 42nd Street; thence east along said north line of east 42nd Street to the east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision of Block 1 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian lying west of Hyde Park Boulevard, except the north 53 feet, 4 1/2 inches, said east line of Lot 30 being also the west line of the alley west of South Drexel Boulevard; thence north along said east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision and along the northerly extension thereof and along the east line of Lot 19 in said Block 2 of Chas. R. Steele's Resubdivision to the south line of East Bowen Avenue; thence west along said south line of East Bowen Avenue to the southerly extension of the west line of Lot 3 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lots 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision, said west line of Lot 3 being also the east line of South Cottage Grove Avenue, thence north along said southerly extension and the west line of Lots 3 and 4 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lot 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision and along the northerly extension thereof to the south line of the vacated alley lying south of and adjoining the south line of Lots 7 through 11, both inclusive, in Jordan and Sawyer's Resubdivision of Lots 5, 6, 7, 8, 15 and all of Lots 9, 10, 12 and 14 lying west of the boulevard, together with the alley between Lots 5, 6 and 7 and so much of the alley between Lots 12 and 14 as it lies west of the boulevard and the south half of the alley north of Lots 14 and 15, all in Block 15 in James Hood's Resubdivision of Blocks 15 and

16 of Cleaverville, being a subdivision of the north part of fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian and the south part of fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian; thence west along said south line of the vacated alley lying south of and adjoining the south line of Lots 7 through 11, both inclusive, in Jordan and Sawyer's Resubdivision to the west line of said vacated alley, said west line of the vacated alley being also the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 41st Street; thence east along said north line of East 41st Street and along the easterly extension thereof to the easterly line of South Drexel Boulevard; thence southerly along said easterly line of South Drexel Boulevard to the north line of East 41st Street; thence continuing southerly along a straight line to the northwesterly corner of Lot 1 in Block 2 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian lying west of Hyde Park Boulevard, except the north 53 feet, 4 1/2 inches, the westerly line of said Lot 1 being also the easterly line of South Drexel Boulevard; thence continuing southerly along said easterly line of South Drexel Boulevard to the northwest corner of Lot 36 in Block 3 of aforesaid resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, the north line of said Lot 36 being also the south line of East 42nd Place; thence west along a straight line to the point of beginning at the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place, all in the City of Chicago, Cook County, Illinois.

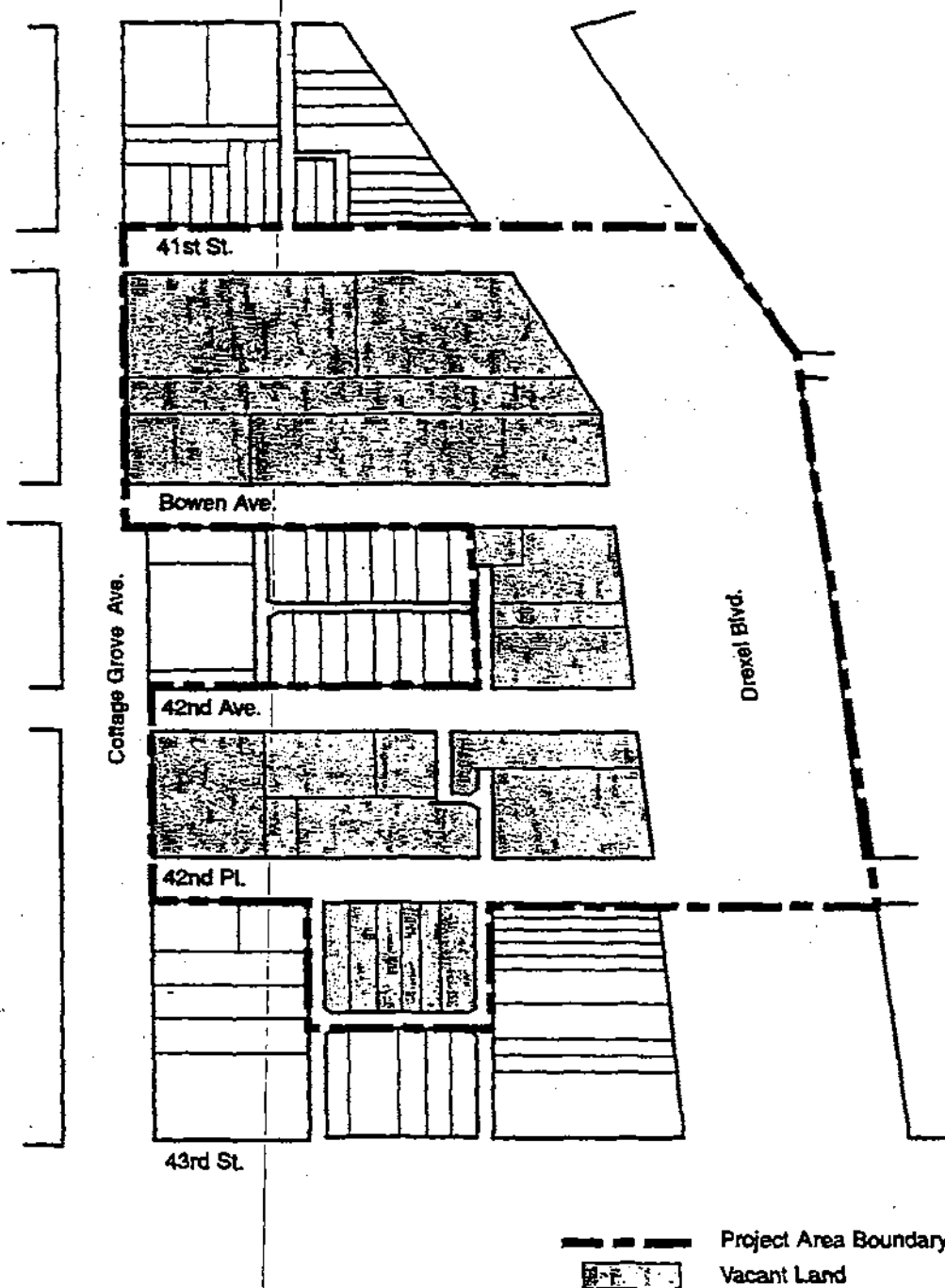
Exhibit "B".

*Drexel Boulevard Redevelopment Project Area
Street Boundary Description.*

The area is made up of sixteen and twenty-six hundredths (16.26) acres and twenty-two (22) parcels on four (4) blocks. It is irregularly shaped and is generally bounded by East 41st Street on the north, South Drexel Boulevard on the east, East 42nd Place on the south, and South Cottage Grove Avenue on the west.

Exhibit "C".

Boundary Map Of Redevelopment Area.



ADOPTION OF TAX INCREMENT ALLOCATION FINANCING
FOR DREXEL BOULEVARD REDEVELOPMENT
PROJECT AREA.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance adopting tax increment financing for the Drexel Boulevard Redevelopment Project Area, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, It is desirable and in the best interest of the citizens of the City of Chicago, Illinois (the "City") for the City to implement tax increment allocation financing ("Tax Increment Allocation Financing") pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), for a proposed redevelopment project area to be known as the Drexel Boulevard Tax Increment Financing Redevelopment Project Area (the "Area") described in Section 2 of this ordinance, to be redeveloped pursuant to a proposed redevelopment plan and project (the "Plan"); and

WHEREAS, The Community Development Commission of the City has forwarded to the City Council of the City ("City Council") a copy of its Resolution 02-CDC-39, recommending to the City Council the adoption of Tax Increment Allocation Financing for the Area, among other things; and

WHEREAS, As required by the Act, the City has heretofore approved the Plan, which was identified in An Ordinance Of The City Of Chicago, Illinois, Approving A Redevelopment Plan For The Drexel Boulevard Tax Increment Financing Redevelopment Project Area and has heretofore designated the Area as a redevelopment project area by passage of An Ordinance Of The City Of Chicago, Illinois, Designating The Drexel Boulevard Tax Increment Financing Redevelopment Project Area A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act and has otherwise complied with all other conditions precedent required by the Act; now, therefore,

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

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

SECTION 2. Tax Increment Allocation Financing Adopted. Tax Increment Allocation Financing is hereby adopted pursuant to Section 5/11-74.4-8 of the Act to finance redevelopment project costs as defined in the Act and as set forth in the Plan within the Area legally described in Exhibit A attached hereto and incorporated herein. The street location (as near as practicable) for the Area is described in Exhibit B attached hereto and incorporated herein. The map of the Area is depicted in Exhibit C attached hereto and incorporated herein.

SECTION 3. Allocation Of Ad Valorem Taxes. Pursuant to the Act, the ad valorem taxes, if any, arising from the levies upon taxable real property in the Area by taxing districts and tax rates determined in the manner provided in Section 5/11-74.4-9(c) of the Act each year after the effective date of this ordinance until redevelopment project costs and all municipal obligations financing redevelopment project costs incurred under the Act have been paid, shall be divided as follows:

- a. that portion of taxes levied upon each taxable lot, block, tract or parcel of real

property which is attributable to the lower of the current equalized assessed value or the initial equalized assessed value of each such taxable lot, block, tract or parcel of real property in the Area shall be allocated to, and when collected, shall be paid by the county collector to the respective affected taxing districts in the manner required by law in the absence of the adoption of Tax Increment Allocation Financing; and

b. that portion, if any, of such taxes which is attributable to the increase in the current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Area over and above the initial equalized assessed value of each property in the Area shall be allocated to, and when collected, shall be paid to the City Treasurer who shall deposit said taxes into a special fund, hereby created, and designated the "Drexel Boulevard Tax Increment Financing Redevelopment Project Area Special Tax Allocation Fund" of the City for the purpose of paying redevelopment project costs and obligations incurred in the payment thereof.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage.

[Exhibit "C" referred to in this ordinance
printed on page 89398 of this *Journal*.]

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Drexel Boulevard Redevelopment Project Area Legal Description.

All that part of the west half of the northwest quarter of Section 2, Township 38

North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

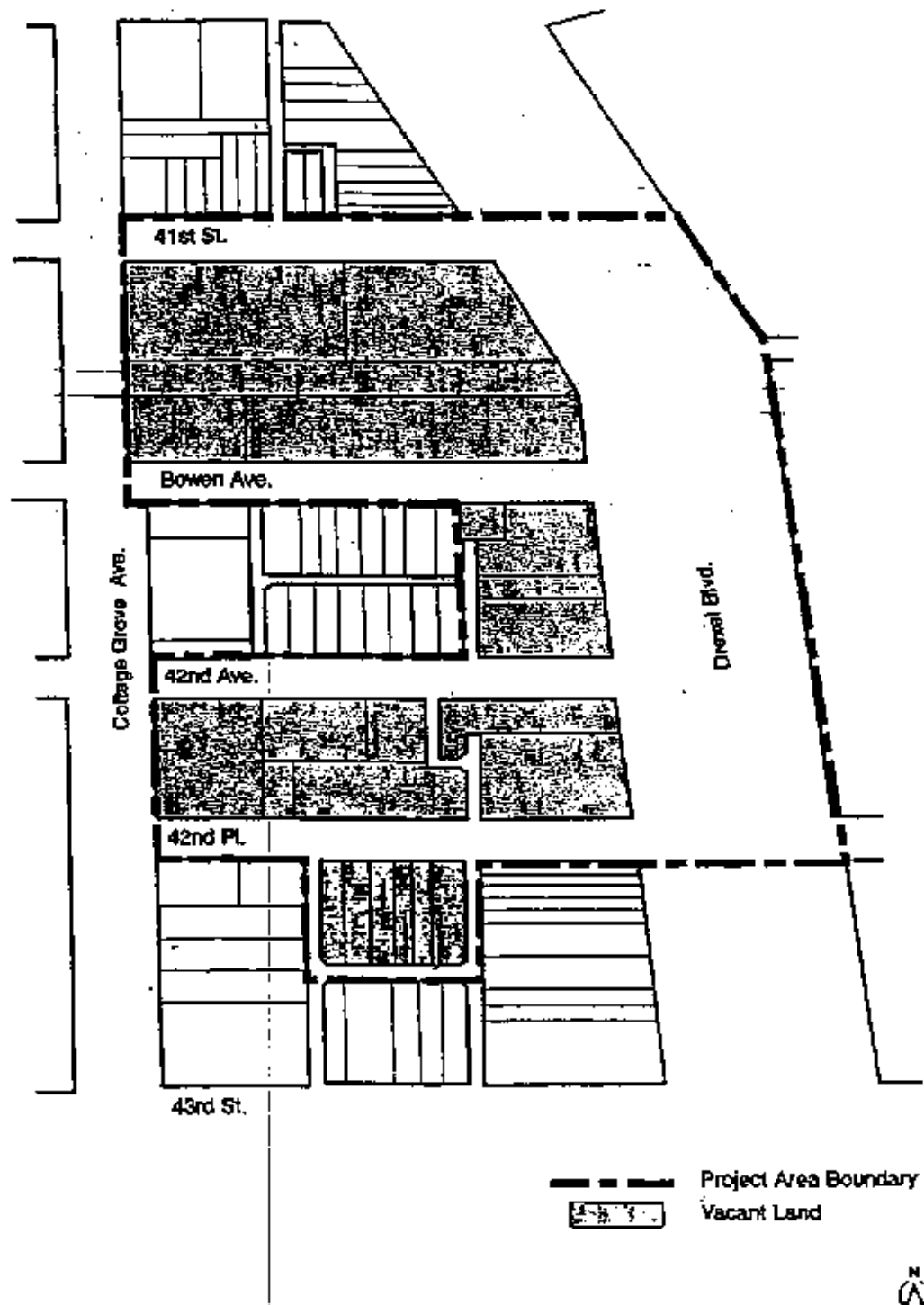
beginning at the northeast corner of Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, being the south 25 acres of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, said northeast corner of Lot 1 being also the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place; thence west along the north line of said Lot 1 in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property to the west line of said Lot 1, said west line of Lot 1 being also the east line of the alley west of South Drexel Boulevard; thence south along said east line of the alley west of South Drexel Boulevard to the easterly extension of the north line of Lots 15 through 20, both inclusive, in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, said north line of Lots 15 through 20, both inclusive, being also the south line of the alley south of East 42nd Place; thence west along said easterly extension and the north line of Lots 15 through 20, both inclusive, in Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property and along the westerly extension thereof to the east line of Lot 27 in said Block 4 of the resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, said east line of Lot 27 being also the west line of the alley east of South Cottage Grove Avenue; thence north along said west line of the alley east of South Cottage Grove Avenue to the south line of East 42nd Place; thence west along said south line of East 42nd Place to the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 42nd Street; thence east along said north line of East 42nd Street to the east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision of Block 1 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian lying west of Hyde Park Avenue, except the north 53 feet, 4½ inches, said east line of Lot 30 being also the west line of the alley west of South Drexel Boulevard; thence north along said east line of Lot 30 in Block 2 of Chas. R. Steele's Resubdivision and along the northerly extension thereof and along the east line of Lot 19 in said Block 2 of Chas. R. Steele's Resubdivision to the south line of East Bowen Avenue; thence west along said south line of East Bowen Avenue to the southerly extension of the west line of Lots 3 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lot 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision, said west line of Lot 3 being also the east line of South Cottage Grove Avenue; thence north along said southerly extension and the west line of Lots 3 and 4 in the subdivision of Lots 1, 2, 3 and 4 and the alley west of and adjoining Lot 5 of Block 1 of aforesaid Chas. R. Steele's Resubdivision and along the northerly extension thereof to the south line of the vacated alley lying south of and adjoining the south line of Lots 7

through 11, both inclusive, in Jordan and Sawyer's Resubdivision of Lots 5, 6, 7, 8, 15 and all of Lots 9, 10, 12 and 14 lying west of the boulevard, together with the alley between Lots 5, 6 and 7 and so much of the alley between Lots 12 and 14 as lies west of the boulevard and the south half of the alley north of Lots 14 and 15, all in Block 15 in James Hood's Resubdivision of Blocks 15 and 16 of Cleaverville, being a subdivision of the north part of fractional Section 2, Township 38 North, Range 14 East of the Third Principal Meridian and the south part of fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian; thence west along said south line of the vacated alley lying south of and adjoining the south line of Lots 7 through 11, both inclusive, in Jordan and Sawyer's Resubdivision to the west line of said vacated alley, said west line of the vacated alley being also the east line of South Cottage Grove Avenue; thence north along said east line of South Cottage Grove Avenue to the north line of East 41st Street; thence east along said north line of East 41st Street and along the easterly extension thereof to the easterly line of South Drexel Boulevard; thence southerly along said easterly line of South Drexel Boulevard to the north line of East 41st Street; thence continuing southerly along a straight line to the northwesterly corner of Lot 1 in Block 2 of Bayard and Palmer's Addition, made by the Circuit Court Partition, being a subdivision of the 11.22 chains north of and adjoining the south 25 rods of the northwest fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian lying west of Hyde Park Boulevard, except the north 53 feet, 4 1/2 inches, the westerly line of said Lot 1 being also the easterly line of South Drexel Boulevard; thence continuing southerly along said easterly line of South Drexel Boulevard to the northwest corner of Lot 36 in Block 3 of aforesaid resubdivision of Blocks 3 and 4 of the resubdivision of Reform School Property, the north line of said Lot 36 being also the south line of East 42nd Place; thence west along a straight line to the point of beginning at the point of intersection of the westerly line of South Drexel Boulevard with the south line of East 42nd Place, all in the City of Chicago, Cook County, Illinois.

Exhibit "B".

*Drexel Boulevard Redevelopment Project Area
Street Boundary Description.*

The area is made up of sixteen and twenty-six hundredths (16.26) acres and twenty-two (22) parcels on four (4) blocks. It is irregularly shaped and is generally bounded by East 41st Street on the north, South Drexel Boulevard on the east, East 42nd Place on the south and South Cottage Grove Avenue on the west.

*Exhibit "C".**Boundary Map Of Redevelopment Area.*

AUTHORIZATION FOR ISSUANCE, SALE AND DELIVERY OF
ENTERPRISE ZONE FACILITY REVENUE BONDS, SERIES
2002 AND EXECUTION AND DELIVERY OF LOAN
AGREEMENT AND INDENTURE OF TRUST
FOR BENEFIT OF GAS PLUS, INC.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance authorizing the issuance of empowerment zone facility bonds for the benefit of Gas Plus, Inc., amount of bonds not to exceed \$2,500,000, 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.

Alderman Burke abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a municipality and home rule unit of local government duly organized and validly existing under the 1970 Illinois Constitution and laws of the State of Illinois, is authorized by the provisions of the Constitution and laws of the State of Illinois to issue revenue bonds; and

WHEREAS, Gas Plus, Inc., an Illinois corporation (the "Borrower"), has requested the City to issue its enterprise zone facility revenue bonds to provide financing for the acquisition, construction and equipping of facilities to be used as an Enterprise Zone Facility (as defined in the Internal Revenue Code of 1986) to be located at 4800 West Madison Street, Chicago, Illinois (the "Project") and the City is authorized to do so; and

WHEREAS, The City adopted an ordinance on January 16, 2002 preliminarily approving the Project and evidencing the intent to issue tax-exempt revenue bonds in order to provide financing for the Project; and

WHEREAS, In order to finance the Project, the Borrower has requested and the City now proposes to issue not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) aggregate principal amount of its Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project) Series 2002 (the "Bonds") as hereinafter provided; and

WHEREAS, The City and the Borrower will enter into a Loan Agreement dated as of July 1, 2002 (the "Loan Agreement"); and

WHEREAS, As further security for the Bonds, the Borrower has agreed to cause The Northern Trust Company (the "Credit Entity") to issue its irrevocable transferable direct-pay letter of credit in favor of the Trustee (the "Letter of Credit") in an amount equal to (i) the principal amount of the Bonds delivered for purchase pursuant to the terms of the Indenture and (ii) the interest which would accrue on the Bonds for the period determined in accordance with the Indenture, under which the Trustee will be authorized to draw, so long as the Letter of Credit is in effect, amounts necessary to pay the principal of and interest on the Bonds when due; and

WHEREAS, Pursuant to a Trust Indenture dated as of July 1, 2002 (the "Indenture"), between the City and Cole Taylor Bank, Chicago, Illinois, as trustee (the "Trustee"), the City will assign to the Trustee the City's right, title and interest in, under and to the Loan Agreement (except for certain rights of the City to be reimbursed and indemnified by the Borrower and to receive notices) as security for the payment of the Bonds; and

WHEREAS, Pursuant to a placement agreement dated the date of its execution and delivery (the "Placement Agreement"), among the City, the Borrower and The Northern Trust Company (the "Placement Agent"), the Placement Agent will purchase the Bonds; and

WHEREAS, Pursuant to a tax compliance agreement dated the date of delivery of the Bonds among the City, the Trustee and the Borrower (the "Tax Compliance Agreement"), the City, the Trustee and the Borrower will undertake to maintain the tax-exempt status of the Bonds for federal income tax purposes to the extent and under the circumstances set forth therein; 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 hereof.

SECTION 2. The financing of the Project through the issuance and sale of the Bonds, as hereinafter provided, is hereby authorized and approved.

SECTION 3. In order to provide funds to finance the Project, there are hereby authorized to be issued enterprise zone facility revenue bonds of the City in an aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), which revenue bonds shall be designated "City of Chicago

Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project), Series 2002".

The Bonds shall be issued in fully registered form and in such denominations, shall be dated as of such dates, shall bear interest from their dates on the unpaid principal amount thereof at such rates (not to exceed twelve percent (12%)) per annum, shall mature on such dates, but not later than August 1, 2032, and in such principal amounts, and shall be subject to purchase on such terms as are set forth in the form of Indenture presented to this meeting. The Bonds will initially bear interest at the weekly rate as set forth in the Indenture.

The Bonds shall be subject to redemption prior to maturity at the times, under the circumstances, in the manner, at the prices, in the amounts and with the effect set forth in the form of Indenture presented to this meeting.

The Bonds shall be executed in the name of the City by the manual or facsimile signature of the Mayor, the Chief Financial Officer or the City Comptroller and shall be attested to by the manual or facsimile signature of the City Clerk, shall have the corporate seal of the City impressed or reproduced thereon, shall be authenticated by the endorsement thereon of the Trustee (by the manual signature of an authorized representative of the Trustee), and on original issuance shall be delivered by the Trustee to or upon the order of the Placement Agent through the facilities of The Depository Trust Company, New York, New York.

The Bonds shall be issued in compliance with and under authority of the provisions of this ordinance and the Indenture.

SECTION 4. The Bonds and the interest thereon shall be special limited obligations of the City, payable solely and only from the revenues and receipts derived by the City pursuant to the Loan Agreement, and shall be otherwise secured as provided in the Indenture and the Loan Agreement. The Bonds shall not in any respect be a general obligation of the City, nor shall they be payable in any manner from funds of the City raised by taxation. The Bonds shall state that they do not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory provision.

The Bonds shall be payable at the principal corporate trust office of the Trustee in the City of Chicago.

Nothing in this ordinance, the Loan Agreement, the Indenture, the Placement Agreement, the Tax Compliance Agreement or the form of the Bonds (hereinafter referred to collectively as the "Financing Documents"), or in any document or agreement required hereby and thereby, shall be construed as an obligation or commitment by the City to expend any of its funds other than (i) the proceeds derived from the sale of the Bonds, (ii) the revenues and receipts derived from the Loan Agreement and (iii) any monies arising out of the investment or reinvestment of said proceeds, income, revenues, receipts or monies.

SECTION 5. The form, terms and provisions of the Loan Agreement and the Indenture attached hereto as Exhibit A and Exhibit B, respectively, as presented to this meeting are in all respects approved, and the Mayor, the Chief Financial Officer or the City Comptroller and the City Clerk of the City are hereby authorized and empowered to execute, acknowledge and deliver the Financing Documents, with or without an impression of the official seal of the City as required thereby; provided that the Chief Financial Officer and the City Comptroller are each authorized to execute and deliver the Placement Agreement (which Placement Agreement is to be in substantially similar form as other placement agreements executed by the City in transactions similar to the Bonds), and said Placement Agreement shall also be executed by the Chairman of the Committee on Finance of the City Council of the City (the "City Council"). The sale of the Bonds to the Placement Agent at a price of not less than ninety-eight percent (98%) of the aggregate principal amount thereof is hereby approved.

The Loan Agreement and the Indenture, as so executed and delivered, shall be in substantially the forms now before this meeting and hereby approved, with only such changes therein as shall be approved by the officers of the City executing the same, their execution thereof to constitute conclusive evidence of their approval and the approval of this City Council of any and all changes or revisions therein from the forms thereof now before this meeting, and from and after the execution and delivery of each of the Financing Documents, the Mayor, the Chief Financial Officer or the City Comptroller and the City Clerk of the City are hereby authorized and empowered to do all such acts and things, and to execute all documents (including any certifications, financing statements, assignments and other instruments), as may be necessary, in the opinion of Bond Counsel (as defined in the Indenture) and the Corporation Counsel, to carry out and comply with the provisions of the Financing Documents as executed, and in any other documents and instruments required to effectuate any portion of the financing transaction.

If any of the officers of the City who shall have signed or sealed any of the Bonds shall cease to be such officers of the City before the Bonds so signed and sealed shall have been authenticated by the Trustee, or delivered by or on behalf of the City, such Bonds, nevertheless, may be authenticated and delivered with the same force and effect as though the person or persons who signed or sealed the same had not ceased to be such officer or officers of the City; and also any such Bonds may be signed and sealed on behalf of the City by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers to the City, although at the nominal date of such Bonds any such person shall not have been such an officer of the City.

SECTION 6. The issuance of the Bonds is hereby approved for purposes of Section 147(f) of the Internal Revenue Code of 1986 (the "Code").

SECTION 7. The Mayor, the Chief Financial Officer or the City Comptroller and the City Clerk of the City are hereby authorized to do all such acts and things, and to execute all such documents (including any certifications, financing statements, assignments and other instruments), as may be necessary, in the opinion of Bond Counsel and the Corporation Counsel, to carry out and comply with the purposes of this ordinance.

SECTION 8. The City's administrative fee with respect to the Project, payable from the proceeds of the Bonds, is twenty-five percent of one percent (0.0025%) of the original principal amount of such Bonds. Such fee shall be used by the Department of Planning and Development for administrative expenses and other economic development activities.

SECTION 9. The provisions of this ordinance are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereof.

SECTION 10. No recourse shall be had for the payment of the principal of, or premium, if any, and interest on, the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained herein or in the Loan Agreement or the Indenture, against any past, present or future officer, member, agent, employee or alderman of the City or successor thereto, either directly or indirectly through the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise.

SECTION 11. The Mayor, the Chief Financial Officer and the City Comptroller may each designate another to act as their respective proxy and to affix their respective signatures to each Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor, the Chief Financial Officer 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, the Chief Financial Officer or the City Comptroller, respectively. A written signature of the Mayor, the Chief Financial Officer or the City Comptroller, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with 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, the Chief Financial Officer or the City Comptroller is placed on an instrument, certificate or document at the direction of the Mayor, the Chief Financial Officer or the Comptroller in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor, the Chief Financial Officer or the Comptroller in person.

SECTION 12. After the sale and delivery of the Bonds a notification of sale, directed to the City Council, is to be filed with the City Clerk, and such notification of sale will set forth the aggregate principal amount of the Bonds sold and delivered and the initial interest rate on the Bonds.

SECTION 13. The appointment of Cole Taylor Bank as the Trustee is hereby approved. The identity of the Remarketing Agent will be established in the notification of sale referred to above. The City will have no obligation or liability as principal of the Trustee, or the Remarketing Agent, for acts of the Trustee or the Remarketing Agent.

SECTION 14. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code of Chicago (the "Municipal Code") or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 15. This ordinance shall take effect and be in full force immediately upon its adoption and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Loan Agreement With Gas Plus, Inc.

THIS LOAN AGREEMENT (this "Agreement") is made and entered into as of July 1, 2002, by and between the **CITY OF CHICAGO**, a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and the laws of the State of Illinois, whose address is 121 North LaSalle Street, Chicago, Illinois 60602 (the "Issuer"), and **GAS PLUS, INC.**, an Illinois corporation whose address is 3940 West Washington Boulevard, Chicago, Illinois 60624 (the "Borrower").

WITNESSETH:

WHEREAS, in order to maintain and increase employment opportunities and improve the tax base in the City of Chicago, the Issuer desires to issue its Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project), Series 2002 (the "Bonds"), in the aggregate principal amount of \$ _____, for the purpose of lending the proceeds from the sale of the Bonds to the Borrower to enable the Borrower (i) to finance or refinance a portion of the cost of acquisition, construction and equipping of facilities to be located at 4800 West Madison Avenue in Chicago, Illinois and to be used as a new 24 hour gas service station with an attached convenience mart and (ii) pay certain costs of issuing the Bonds; and

WHEREAS, the Issuer desires to issue the Bonds pursuant to its powers under the provisions of the Constitution of the State of Illinois and an Ordinance adopted by the City Council of the Issuer on _____, 2002 (the "Bond Ordinance"), and in accordance with the procedures and details set forth in said Bond Ordinance, the Bonds will be issued under and secured by the Trust Indenture dated as of July 1, 2002 (the "Indenture") by and between the Issuer and Cole Taylor Bank, as Trustee (the "Trustee"); and

WHEREAS, the Bonds will be payable solely out of the payments to be made by the Borrower on the promissory note of the Borrower (the "Note") in the form attached hereto as *Exhibit B*, and otherwise under this Agreement and to further secure repayment of the Bonds, the Borrower has caused The Northern Trust Company (the "Credit Entity") to deliver an irrevocable direct pay letter of credit as security for the Bonds;

NOW, THEREFORE, in consideration of the premises, and of the covenants and undertakings herein expressed, the parties hereto agree as follows (provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a debt, liability or obligation of the Issuer, the State or any other political subdivision thereof, and shall never be payable from tax revenues or other public or general funds or assets of the Issuer, the State or any other political subdivision thereof, except to the extent the Bonds shall be a limited obligation of the Issuer, payable solely from the Revenues and other amounts payable hereunder):

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All words and phrases defined in Article I of the Indenture shall have the same meanings in this Agreement. In addition, the following words and phrases shall have the following meanings:

"Borrower Documents" means this Agreement, the Note, the Placement Agreement, the Remarketing Agreement, the Tax Compliance Agreement, the Credit Facility Agreement and all certificates executed and delivered by the Borrower with respect to the issuance of the Bonds.

"Credit Facility Agreement" means, the Reimbursement Agreement dated as of July 1, 2002, by and between the Borrower and The Northern Trust Company, which agreement is both the initial Credit Facility Agreement and Liquidity Facility Agreement, and any other similar agreement relating to an Alternate Credit Facility or Substitute Liquidity Facility.

"Environmental Laws" means all local, state and federal laws, ordinances, regulations and orders related to: environmental protection; the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal or transport of any Hazardous Substance; public or employee health or safety; or any other environmental matter.

"Events of Default" means that term as it is defined in Section 7.1 hereof.

"Force Majeure" means that term as it is defined in Section 7.1 hereof.

"Hazardous Substance" means any one or more substances, materials, constituents or wastes which are listed in the United States Department of Transportation Hazardous Materials Table (49 C.F.R. 172.101, as amended from time to time) or by the Environmental Protection Agency as a hazardous substance (40 C.F.R. Part 302, as amended from time to time), which are toxic, ignitable, reactive or corrosive, which poses a hazard to the health and safety of any person or which are or become regulated by any governmental authority, including, without limitation, any substance, material, waste or constituent which is (a) petroleum; (b) asbestos; (c) polychlorinated biphenyls; (d) radioactive; or (e) a "pollutant," "contaminant," "hazardous substance" or "hazardous waste" as defined in or pursuant to any Environmental Law.

"Placement Agreement" means the Placement Agreement dated _____, 2002, by and among the Issuer, the Borrower and the Placement Agent.

"Placement Memorandum" means the final Placement Memorandum dated _____, 2002 with respect to the Bonds.

"*Project*" means the acquisition, construction and equipping of a facility as described on *Exhibit A* hereto, located within the territorial boundaries of the Issuer and any item of tangible personal property acquired in addition to, substitution for, or as the renewal or replacement of, or modification or an improvement to, such building and equipment.

"*State*" means the State of Illinois.

The terms "*herein*," "*hereunder*," "*hereby*," "*hereto*," "*hereof*" and any similar terms referred to this Agreement; the term "*heretofore*" means before the date of execution of this Agreement; and the term "*hereafter*" means after the date of execution of this Agreement.

Section 1.2. Interpretation. Words importing persons include firms, associations and corporations. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Agreement are to the Articles, Sections and other subdivisions of this Agreement as originally executed.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of the Issuer. The Issuer represents, covenants and warrants that:

(a) The Issuer is a duly constituted and existing municipality and home rule unit of government within the meaning of Section 6(a), Article VII of the 1970 Constitution of the State (the "Constitution") and as such may legislate matters which pertain to its government and affairs, including the issuance of the Bonds and the making of the Loan.

(b) To the knowledge of the undersigned representatives of the Issuer, there are no actions, suits, proceedings, inquiries or investigations pending or threatened against the Issuer in any court or before any governmental authority or arbitration board or tribunal which would materially and adversely affect the validity or enforceability of the Bonds, the Bond Ordinance, the Indenture, the Placement Agreement or this Agreement or the performance by the Issuer of its obligations hereunder or thereunder.

(c) The issuance and sale of the Bonds and the execution and delivery by the Issuer of the Indenture, the Placement Agreement and this Agreement, and the performance by the Issuer of its obligations hereunder and thereunder: (i) are within the purposes, power and authority of the Issuer; (ii) comply with the Constitution and laws of the State; (iii) are legal, valid and binding limited obligations of the Issuer except as

enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or other laws affecting the enforcement of creditors' rights generally and general principles of equity; and (iv) have been duly authorized by all necessary action on the part of the Issuer. The Bonds do not and will not constitute a debt of the Issuer, the State of Illinois or any other political subdivision thereof or a loan of credit thereof within the meaning of any constitutional or statutory provision or limitation, nor shall the Bonds constitute or give rise to a pecuniary liability of the Issuer.

(d) The City Council of the Issuer has approved the Bond Ordinance, and the Bond Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date of the execution and delivery hereof.

(e) To the knowledge of the undersigned representatives of the Issuer, the Issuer has not pledged and will not pledge or grant any security interest in its interest in, to or under this Agreement or the Note and the payments made hereunder and thereunder, or the revenues or income to be derived by the Issuer hereunder and thereunder for any purpose other than to secure the Bonds.

(f) The Issuer will not knowingly engage in any activity which results in the interest on the Bonds becoming taxable to the Owners thereof under federal income tax laws.

Section 2.2. Representations, Covenants and Warranties of the Borrower. The Borrower hereby represents, covenants and warrants, as applicable, as follows:

(a) The Borrower is duly organized as an Illinois corporation, is validly existing and is in good standing under the laws of the State, is not in violation of any provision of its organizational documents, has the power to enter into this Agreement, the Credit Facility Agreement, the Tax Compliance Agreement, the Placement Agreement and the Note, and has duly authorized the execution and delivery of this Agreement, the Credit Facility Agreement, the Tax Compliance Agreement, the Placement Agreement, the Placement Memorandum and the Note by proper corporate action.

(b) The Borrower agrees that during the term hereof it will maintain its legal existence, will continue to be a corporation, qualified to transact business in the State, will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another legal entity or permit one or more other legal entities to consolidate with or merge into it; provided, however, that the Borrower may, without violating the agreement contained in this Section, consolidate with or merge into another legal entity, or permit one or more legal entities to consolidate with or merge into it, or sell or otherwise transfer to another legal entity all or substantially all of its assets as an entirety and thereafter dissolve, provided that in accordance with Section 6.11 hereof

(i) that the surviving, resulting or transferee legal entity, as the case may be, shall be a legal entity organized and existing under the laws of one of the states of the United States of America, shall be qualified to do business in the State, and shall assume in writing all of the obligations of the Borrower under this Agreement, the Note, the Tax Compliance Agreement, the Credit Facility Agreement and the Placement Agreement, in which event the Issuer may release the Borrower in writing, concurrently with and contingent upon such assumption, from all liability hereunder, provided the Issuer shall provide such written release upon the direction of the Credit Entity (so long as the Credit Facility is in effect) or the owners of 100% of the Bonds; (ii) that such acquisition, consolidation, merger, or transfer will not, in the opinion of the Bond Counsel, adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds; (iii) that prior to such acquisition, consolidation, merger, or transfer the Trustee shall be furnished a certificate from the Authorized Borrower Representative stating that in the opinion of such Authorized Borrower Representative none of the covenants contained in this Agreement will be violated as a result of such acquisition, consolidation, merger, or transfer, and (iv) that if the Credit Facility is in effect, the prior written consent of the Credit Entity is obtained. The Borrower shall send written notice to the Trustee immediately if the Borrower shall incorporate in a state other than Illinois.

(c) Neither the execution and delivery by the Borrower of this Agreement, the Credit Facility Agreement, the Placement Memorandum, the Tax Compliance Agreement, the Placement Agreement or the Note, the consummation of the transaction contemplated hereby nor the fulfillment of or compliance with the terms and conditions of this Agreement, the Credit Facility Agreement, the Tax Compliance Agreement, the Placement Agreement or the Note, conflicts with or results in a material breach of the terms, conditions, or provisions of any material restriction or any material agreement or instrument to which the Borrower is now a party or by which the Borrower or its property is or may be bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any material lien, charge, or encumbrance whatsoever upon any of the property or assets of the Borrower under the terms of any instrument or agreement.

(d) There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against the Borrower affecting in any material manner whatsoever the right of the Borrower to execute this Agreement, the Placement Memorandum, the Credit Facility Agreement, the Tax Compliance Agreement, the Placement Agreement or the Note, or the ability of the Borrower to make the payments required hereunder or thereunder or to otherwise comply with its obligations contained herein or therein.

(e) The Project is of the type authorized and permitted by the Code, and the Cost of the Project will not be less than \$_____.

(f) The proceeds from the sale of the Bonds will be used only for payment of the Cost of the Project, including Costs of Issuance.

(g) The Borrower will not take or permit to be taken any action which would have the effect, directly or indirectly, of subjecting interest on any of the Bonds to federal income taxation.

(h) The representations and covenants contained in the Project Certificate are true and correct and are incorporated herein by reference and shall have the same effect as if such representations and covenants were actually contained in this Loan Agreement.

(i) The Project will be located within the boundaries of the Enterprise Zone (as defined in the Code).

(j) To the knowledge of the Borrower, the Project complies, or will comply after completion, with all presently applicable building and zoning ordinances.

(k) The loan of the proceeds of the Bonds by the Issuer to the Borrower is intended to help relieve conditions of unemployment and encourage the increase of industry and commerce within the boundaries of the Issuer, and the Borrower expects to create approximately 15 new jobs within the Issuer (provided there is no severe economic deterioration which materially affects the Borrower's business or industry) during the two-year period following completion of the Project, and increasing the tax base therein.

(l) The Project is located within the territorial boundaries of the Issuer.

(m) No member of the City Council of the Issuer or any official, agent or employee thereof is, in his or her own name or in the name of a nominee, an officer, director or holder of an ownership interest of more than 7-1/2% in any person, association, trust, corporation, partnership or other entity which is, in its own name or in the name of a nominee, a party to any contract or agreement related to the transactions contemplated by the Bond Ordinance, this Agreement or the Indenture.

(n) No member of the City Council of the Issuer or any official, agent or employee thereof is, in his or her own name or in the name of a nominee, a holder of any direct or indirect interest in the Project or any contract or agreement related to the transactions contemplated by, the Bond Ordinance, this Agreement or the Indenture.

(o) The initial Credit Entity does not control, either directly or indirectly through one or more intermediaries, the Borrower. "Control" for this purpose has the meaning given to such term in Section 2(a)(9) of the Investment Company Act of 1940. The Borrower agrees to provide written notice to the Trustee, the Remarketing Agent, and the Bondowners at least 30 days prior to the consummation of any transaction that

would result in the Borrower controlling or being controlled by the Credit Entity or any provider of an Alternate Credit Facility or Substitute Credit Facility.

Section 2.3. Bond Counsel May Rely on Representations and Warranties. The Issuer and the Borrower agree that Ungaretti & Harris, and Pugh, Jones & Johnson, P.C., Co-Bond Counsel, shall be entitled to rely upon the factual representations and warranties of the Issuer and the Borrower set forth in this Article II in connection with the delivery of their opinions on the date of issuance of the Bonds.

ARTICLE III.

ACQUISITION, CONSTRUCTION AND EQUIPPING OF THE PROJECT; ISSUANCE OF THE BONDS; APPLICATION OF THE BOND PROCEEDS

Section 3.1. Agreement To Acquire, Construct and Equip the Project. The Borrower shall make all contracts and do all things necessary for the acquisition, construction and equipping of the Project, with or without advertising for bids, in accordance with this Agreement, and the Borrower agrees that:

(a) It will cause the Project to be acquired, constructed and equipped on that portion of the Project constituting land, which land shall be located within the jurisdiction of the Issuer, together with any additional building or equipment which in the reasonable judgment of the Borrower may be necessary for operation of the Project, and as shall from time to time prior to the date of completion of the Project be specified in writing by the Borrower to the Issuer and the Trustee, all of which acquisition, construction and equipping shall be made in accordance with the specifications of and at the direction of the Borrower.

(b) The Borrower will acquire, construct and equip the Project with all reasonable dispatch and cause the acquisition, construction, equipping and occupancy of the Project to be completed by _____, 2005, delays caused by Force Majeure only excepted; but, if for any reason such acquisition, construction and equipping is not completed by said date there shall be no diminution in or postponement of the payment required in Section 4.2 hereof to be paid by the Borrower.

(c) So long as no Event of Default or event which, with the lapse of time or giving of notice or both, would constitute an Event of Default has occurred and is continuing under any of the provisions of this Agreement, the Borrower shall have full power to carry out the acts and agreements provided in this Section 3.1, and such power is granted and conferred irrevocably by the Issuer to the Borrower and is accepted by the Borrower, and shall not be terminated by any act of the Issuer or of the Borrower.

Section 3.2. Issuance of Bonds; Deposit of Bond Proceeds. To provide funds to make the Loan, the Issuer will, on the Closing Date, issue the Bonds. The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature, will be subject to redemption and tender and will contain such other terms as are set forth in the Bonds and the Indenture and will be limited obligations of the Issuer payable solely from the sources described in the Indenture. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered. On the Closing Date, the proceeds from the sale of the Bonds and the Loan to the Borrower shall be paid directly to the Trustee, who is hereby directed to apply such proceeds as described in the Indenture.

Section 3.3. Disbursements From the Project Fund.

(a) **Authorization.** The Issuer has authorized in the Indenture and directed the Trustee to disburse the monies from the Project Fund to pay the Cost of the Project (including Costs of Issuance), or to reimburse the Borrower for any Cost of the Project (including Costs of Issuance) paid by the Borrower, subject in each case to the limitations and restrictions contained herein and in the Tax Compliance Agreement.

(b) **Disbursement Requests.** The Trustee shall make each such disbursement upon receipt of a written request for disbursement substantially in the form of *Exhibit D* attached hereto signed by the Authorized Borrower Representative and approved in writing by the Credit Entity.

(i) stating with respect to each disbursement to be made:

(A) the requisition number;

(B) the name and address of the person, firm or corporation to whom payment is due;

(C) the amount to be disbursed;

(D) that each obligation mentioned therein has been properly incurred, is a proper charge against the Project Fund, and has not been the basis of any previous disbursement;

(E) that the expenditure of such disbursement, when added to all disbursements under previous requisitions, will result in at least 95% of the net proceeds of the Bonds within the meaning of Section 150(a)(3) of the Code (meaning total proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund), having

been used for the acquisition, construction, rehabilitation, renovation or equipping of land or property of a character subject to the allowance for depreciation under the Code, or for payment of amounts which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such amounts, and will result in not more than 2% of the aggregate face amount of the Bonds (less the amounts, if any, constituting original issue discount) having been used to pay "issuance costs" within the meaning of Section 147(g) of the Code;

(F) that the amount remaining in the Project Fund, together with (1) monies then on hand with the Borrower or committed to the Borrower which are or will be available, and are anticipated by the Borrower to be applied, to any Cost of the Project and (2) expected investment earnings to be deposited into the Project Fund pursuant to the Indenture and not required to be deposited into the Rebate Fund pursuant to the terms of the Indenture, will, after payment of the amount requested in said written request, be sufficient to pay the costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, then in effect; provided, however, that the Credit Entity may provide the Trustee with a written waiver of compliance with this subsection (G), upon which the Trustee may rely, but solely in connection with the disbursement referenced in such waiver;

- (ii) specifying in reasonable detail the nature of the obligation; and
- (iii) accompanied by a bill or statement of account for such obligation.

The Borrower agrees to cause such requisition to be directed to the Trustee and the Credit Entity as may be necessary to effect payments from the Project Fund in accordance with the terms of this Section 3.3. The Trustee will retain a record of all such requisitions.

Disbursements from the Project Fund, as may be required by the Credit Facility Agreement (other than the amount, if any, of a disbursement for Costs of Issuance or costs associated with reimbursement or acquisition of land and other reimbursements approved by the Credit Entity on the Closing Date) may be made payable directly to the entity identified pursuant to Section 3.3(b)(i)(B), which may be the Borrower.

(c) **Completion Certificate.** The Borrower shall cause to be submitted to the Issuer and to the Trustee within 90 days after the completion of the Project, a Completion Certificate, substantially in the form of *Exhibit E* attached hereto, signed by the Authorized Borrower Representative:

(i) stating that all portions of the Project have been fully completed substantially in accordance with the construction contracts and/or the plans and specifications therefor, as then amended, and the date of completion and that all Bond proceeds have been applied solely to the payment of the Cost of the Project on account of which the Bonds were issued;

(ii) stating that such persons have made such investigation of such sources of information as are deemed by such persons to be necessary, including pertinent records of the Borrower, and are of the opinion that the Project has been fully paid for and that no claim or claims exist against the Borrower (or to the best of its knowledge, against the Issuer) or against the properties of the Borrower out of which a lien based on furnishing labor or material for the Project exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen in the event that the Borrower intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that in such event such certificate shall state either that funds are on deposit in the Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims or such claims shall be insured over, and a certificate evidencing such insurance shall be delivered with the Completion Certificate; and

(iii) stating that 95% or more of the sum of the amount received from the proceeds of the Bonds, plus the income derived from the investment of monies or deposits in the Project Fund or in any other fund held under the Indenture during the period of construction, were used to pay, or reimburse the Borrower for the payment of, costs incurred in connection with acquisition, construction, improvement, rehabilitation, renovation or equipping of the Project.

(d) **Disposition of Project Fund Monies After Completion.** All proceeds of the Bonds, including monies earned pursuant to the provisions hereof (other than amounts required to be held in the Rebate Fund which shall be applied in accordance with the Indenture), remaining in the Project Fund upon delivery of the Completion Certificate, and after payment of all other items provided for in the preceding subsections (b)(i) to (b)(iii), inclusive, of this Section 3.3, then due and payable, shall be transferred by the Trustee to the Bond Fund and the Borrower shall direct the redemption of Bonds to the extent of monies in the Bond Fund on the earliest date upon which Bonds may be called for redemption in accordance with the terms of the Indenture.

Section 3.4. Obligation of the Borrower To Cooperate In Furnishing Documents; Trustee Reliance. The Borrower agrees to furnish to the Trustee the documents referred to in Section 3.3 hereof that are required to effect payments out of the Project Fund. Such agreement is subject to any provisions of the Indenture requiring additional documentation with respect to payment, and shall not extend beyond monies in the Project Fund available for payments under the terms of the Indenture or this Agreement. In making any such payments from the Project Fund, the Trustee may conclusively rely on any such orders, requisitions and certifications delivered to it pursuant to Section 3.3 hereof.

Section 3.5. Borrower Required To Pay Costs in the Event Project Fund Insufficient. In the event the funds in the Project Fund available for payment of the Cost of the Project shall not be sufficient to make such payment in full, the Borrower agrees to pay directly, or to deposit (or cause to be deposited) monies in the Project Fund for the payment of, such costs of completing the Project as may be in excess of the monies available therefor in the Project Fund. THE ISSUER DOES NOT MAKE ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, THAT THE MONIES WHICH WILL BE DEPOSITED INTO THE PROJECT FUND, AND WHICH UNDER THE PROVISIONS OF THIS AGREEMENT WILL BE AVAILABLE FOR PAYMENT OF THE COST OF THE PROJECT, WILL BE SUFFICIENT TO PAY ALL OF THE COSTS WHICH WILL BE INCURRED IN CONNECTION THEREWITH. The Borrower agrees that if, after exhaustion of the monies in the Project Fund, the Borrower should pay, or deposit monies in the Project Fund for the payment of, any portion of the Cost of the Project pursuant to the provisions of this Section 3.5, it shall not be entitled to any reimbursement therefor from the Issuer, the Trustee, from any Credit Entity, or from the owners of any of the Bonds, nor shall they be entitled to any diminution of the amounts payable under Section 4.1 or 4.2 hereof.

Section 3.6. No Warranty by Issuer. THE BORROWER RECOGNIZES THAT THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE BORROWER'S TITLE THERETO OR OWNERSHIP THEREOF OR OTHERWISE, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION 3.6 HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE

PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OF THE STATE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE.

Section 3.7. Investment of Funds and Arbitrage. Any monies held as a part of any of the funds established under the Indenture shall be invested or reinvested by the Trustee in accordance with the Indenture. The Issuer and the Borrower, each on its own behalf, covenant to each other and to and for the benefit of the purchasers and owners of the Bonds from time to time outstanding that so long as any of the Bonds remain outstanding, monies on deposit in any fund established under the Indenture in connection with the Bonds, whether or not such monies were derived from the proceeds of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The Borrower covenants and agrees to comply with the provisions of the Tax Compliance Agreement and to timely make any deposits required thereunder.

ARTICLE IV.

THE LOAN

Section 4.1. The Loan. The Issuer agrees, upon the terms and subject to the conditions hereinafter set forth, to use the proceeds of the Bonds to cause the Loan to be made to the Borrower, such Loan to be made by causing funds to be applied as provided in Section 3.2 hereof. The Issuer shall pledge its interest in this Agreement and other documents related to the Loan (other than Unassigned Rights) to the Trustee, all pursuant to the Indenture.

Section 4.2. Borrower's Repayment Obligation. The Borrower promises to pay to the Issuer, or order, on the basis specified herein, with interest, the principal sum of \$ _____. Interest shall be determined, and principal and interest on the Loan shall be payable, as set forth herein. The Borrower shall in all events pay the entire principal amount outstanding together with any accrued but unpaid interest upon the final maturity of the Bonds and shall pay any premium applicable in the event of any optional redemption of the Bonds.

(a) Notwithstanding any other provision of this Agreement to the contrary contained herein, this Agreement evidences, and the Borrower agrees to pay, the principal of, premium, if any, and interest when due. All payments of principal of, and premium, if any, and interest paid pursuant to this Section 4.2 must be equal to all payments of principal of, and premium, if any, and interest paid on the Bonds on each Interest Payment Date pursuant to the provisions of the Indenture. All payments made with respect to this Agreement shall be applied first to the payment of accrued interest then due and thereafter to the payment of principal and premium, if any.

(b) Payments of principal, premium, if any, and interest due under this Agreement shall be made in lawful money of the United States of America to the Trustee at the address set forth in the Indenture or at such other place as any assignee of this Agreement may designate by a notice in writing given to the Borrower.

(c) The Borrower waives presentment for payment, notice of dishonor, demand, protest, notice of protest, and all demand, notice and suretyship defenses generally in connection with the delivery, acceptance, performance, default or endorsement of this repayment obligation and specifically assents to any extension or postponement of the time for payment or other indulgence and/or to the addition or release of any other party or person primarily or secondarily liable.

(d) The Borrower agrees to pay all fees and expenses of the Issuer (including its administration fee in the amount of \$) incurred in connection with the issuance of the Bonds (which amounts shall be due and payable in full, upon Closing) and incurred after the issuance of the Bonds in fulfilling the Issuer's obligations under this Agreement and the Indenture, which are not otherwise required to be paid by the Borrower under the terms of this Agreement.

(e) The Borrower agrees to pay to the Bond Registrar, the Tender Agent, the Paying Agent and the Trustee (i) the initial acceptance fee of the Trustee and the costs and expenses, including reasonable attorneys' fees, incurred by the Trustee in entering into and executing the Indenture, (ii) during the term of this Agreement (A) an amount equal to the annual fee of the Trustee for the ordinary services of the Trustee, as trustee, rendered and its ordinary expenses incurred under the Indenture, including reasonable attorneys' fees, as and when the same become due, (B) the fees, charges and expenses of the Trustee, the Bond Registrar, Paying Agent and the Tender Agent, as and when the same become due, and (C) the fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and including reasonable attorneys' fees, as and when the same become due.

(f) The Borrower agrees to pay the fees, charges and expenses of the Remarketing Agent as set forth in the Remarketing Agreement in carrying out its duties and obligations and performing its services under and pursuant to the Indenture and the Remarketing Agreement.

(g) In addition to the payments required to be made by the Borrower pursuant to the foregoing subsections of this Section 4.2, the Borrower agrees to pay to the Tender Agent or the Remarketing Agent, as applicable, amounts sufficient to pay the Purchase Price of any Bonds to be purchased pursuant to Section 3.06 or 3.07 of the Indenture on the purchase date of such Bonds as set forth in said Section 3.06 or said Section 3.07, as the case may be. All such payments shall be made to the Tender Agent in lawful money of the United States of America in federal or other immediately available funds at the

principal corporate trust office of the Tender Agent or the Remarketing Agent, as applicable. Any amounts owed pursuant to this Section 4.2(g) may be paid with moneys that do not constitute Eligible Funds if, and only if, there is a failure by the Credit Entity to make timely payment on the Credit Facility or Liquidity Facility and there are no other Eligible Funds available at the time necessary to pay such Purchase Price.

(h) In the event that the Trustee is authorized and directed to draw monies under the Credit Facility or Liquidity Facility in accordance with the provisions of the Indenture to the extent necessary to pay the principal of, premium, if any, and interest on the Bonds and the Purchase Price of Bonds if and when due, any monies derived from a drawing under the Credit Facility or Liquidity Facility shall constitute a credit against the obligation of the Borrower to make corresponding payments under this Section 4.2.

(i) If the date when any of the payments required to be made by this Section 4.2 is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date.

(j) The Borrower shall have, and is hereby granted, the option to elect to convert the interest rate borne by the Bonds and to prepay in whole or in part the principal of the Bonds, together with the payment of premium, if any, pursuant to the provisions of the Indenture, subject to the terms and conditions set forth therein. The Borrower shall also be required to prepay the Loan whenever the Bonds are subject to mandatory redemption or acceleration pursuant to the Indenture.

Section 4.3. Compliance With Applicable Laws. The Project will comply, in a material manner, with all applicable federal, State, county and municipal laws, ordinances, rules and regulations now in force or that may be enacted hereafter, provided that the Borrower may, in good faith, contest the validity or applicability of any federal, State, county or municipal law, ordinance, rule, regulation or requirement if such contest does not impair the ability of the Borrower to operate the Project.

Section 4.4. Obligations of the Borrower Hereunder Unconditional. The obligations of the Borrower to make payments required hereunder and under the Note and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or right to setoff, counterclaim or recoupment arising out of any breach by the Issuer or the Trustee of any obligation to the Borrower, whether hereunder or otherwise, or out of any indebtedness or liability at any time owing to the Borrower, the Issuer or the Trustee, and until such time as the principal of, redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Borrower will not suspend or discontinue any payments provided for in Section 4.2 hereof or under the Note. The Borrower may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend

any action or proceeding to take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect the Borrower's right of possession, occupancy, and use of the Project, and in such event the Issuer hereby agrees to cooperate with the Borrower and to take all action necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request; provided, however, that the Issuer shall cooperate and shall take such actions only to the extent that such cooperation and actions do not conflict with any other legal actions pursued by the Issuer.

Section 4.5. Taxes and Governmental and Utility Charges. The Borrower will pay or cause to be paid when and as the same come due, so long as any of the Bonds remain outstanding, all taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any part thereof.

The Borrower may, at its own expense and in its name, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless by nonpayment of any such items the security afforded pursuant to the terms of the Indenture will be materially endangered or the Project or any essential part thereof will be subject to loss or forfeiture, in which event such taxes, assessments, or charges shall be paid forthwith.

Section 4.6. Letter of Credit. The Borrower shall provide for the delivery of the initial Letter of Credit to the Trustee simultaneously with the original issuance and delivery of the Bonds. The Borrower may provide for the delivery of an Alternate Credit Facility in substitution or replacement for the then current Letter of Credit but only in accordance with Section 2.12 of the Indenture.

Section 4.7. Purchase of Bonds Prohibited. So long as a Letter of Credit is in effect, the Borrower shall not, directly or indirectly, purchase any Bonds with any funds that do not constitute Eligible Funds, except as required by Section 4.2(g) of this Agreement.

ARTICLE V.

DAMAGES, DESTRUCTION AND CONDEMNATION

If the Project shall be damaged or either partially or totally destroyed, or if title to or the temporary use of the whole or any part of the Project shall be taken or condemned by a competent authority for any public use or purpose, there shall be no abatement or reduction in the amounts payable under this Agreement.

ARTICLE VI.

SPECIAL COVENANTS

Section 6.1. Preservation of Project. The Borrower will preserve and protect the Project in decent, safe and sanitary condition and from time to time will make, or cause to be made, all reasonably required, proper repairs, renewals, replacements, betterments and improvements thereto. The Borrower shall have the privilege of remodeling the Project or making substitutions, additions, modifications and improvements to the Project from time to time as the Borrower, in its discretion, may deem to be desirable for its use for its purposes, the costs of which remodeling, substitutions, additions, modifications and improvements shall be paid by the Borrower, and the same shall be the property of the Borrower. The Borrower reserves the right (a) to use the Project for any purpose that will not result in the Project being deemed to be other than a "enterprise zone facility" under the Code, and (b) to cease operation of the Project without redeeming the Bonds or prepaying their obligations hereunder or under the Note, as long as in either case an opinion of Bond Counsel is provided that such will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes.

Section 6.2. Insurance Required. The Borrower agrees to insure the Project or cause it to be insured with insurance companies licensed to do business in the state in such amounts and in such manner and against such loss, damage and liability, including liability to both parties, as is customary with entities in the same or similar business.

Section 6.3. Financial Statements. If at any time there shall not be a Credit Facility in effect with respect to the Bonds, the Borrower shall furnish the Trustee or cause to be furnished to the Trustee, with a copy to the Issuer, reviewed annual financial and operating statements of the Borrower, within 120 days after the close of the Borrower's fiscal year, containing an opinion of an independent certified public accountant of recognized standing. The Borrower shall also provide the Trustee with copies of any filings made by the Borrower with the Securities and Exchange Commission promptly upon making such filings. The Trustee's only responsibility with respect to such filings and financial statements shall be to make such filings and financial statements available for inspection by Owners upon reasonable notice at the Principal Office of the Trustee.

Section 6.4. Inspection of the Project. For purposes of determining compliance with its obligations hereunder, the Borrower agrees that the Issuer, the Trustee and their duly authorized agents, upon prior written notice, will have the right at all reasonable times during normal business hours to enter upon and to examine and inspect the Project, and the Trustee and the Issuer shall also be permitted, at all reasonable times, to examine the books and records of the Borrower with respect to the Project, and provided that such examination does not disclose any event of default hereunder or event which, with the lapse of time or giving of notice, or both, would constitute an event of default hereunder, shall treat such information obtained for such inspection or examination as confidential.

Section 6.5. Issuer and Borrower Representatives. Whenever under the provisions of this Agreement the approval of the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative, and any party hereto and the Trustee shall be authorized to act on any such approval or request.

Section 6.6. Assignment and Pledge by Issuer. The Issuer shall assign its interest in and pledge any monies, revenues and receipts receivable under this Agreement or the Note to the Trustee pursuant to the Indenture, subject to certain exceptions set forth in the Indenture, as security for payment of the principal of, premium, if any, and interest on the Bonds and as security for the obligations of the Borrower under the Credit Facility Agreement and the Liquidity Facility Agreement. The Borrower consents to such assignment and pledge.

Section 6.7. Indemnity. The Borrower shall indemnify and save the Issuer and the members of the City Council of the Issuer, and the Issuer's officers, officials, agents, employees, successors and assigns harmless against and from any and all claims, damages, demands, expenses, liabilities, losses and taxes asserted by or on behalf of any person, firm, corporation or governmental authority arising or resulting from or in any way connected with the Borrower's acquisition or ownership of the Project, or the offering, issuance or sale of the Bonds, including but not limited to: (a) any condition, occupancy, use, possession, conduct or management of the Project; (b) any act or failure to act by any Placement Agent, broker, dealer or any other person, firm, corporation or governmental authority, including the Issuer or the Credit Entity, in connection with the offering, sale or delivery of the Bonds; (c) any breach or default on the part of the Borrower in the performance of any of its obligations under this Agreement or the Note; (d) any act or negligence of the Issuer, the Credit Entity (except as to the Credit Entity only, as limited by the Credit Facility Agreement), the Borrower or its officers, contractors, servants, employees, agents or licensees; or (e) any accident, injury or death of any person or damage to any property occurring in or about the Project. The Borrower shall indemnify and save the Issuer, the members of the City Council of the Issuer, and the Issuer's officers, agents, employees, successors and assigns harmless from and against all costs, expenses and charges, including attorneys' fees, incurred in or in connection with any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon.

In addition to the foregoing and notwithstanding anything contained in this Agreement or in the Indenture which might be construed to the contrary, the Borrower covenants and agrees to indemnify and save the Issuer, the members of the City Council, and the Issuer's officers, agents, employees, successors and assigns harmless with respect to any liability resulting from the performance or non-performance by the Issuer, the Borrower, the Trustee, the Credit Entity, the Remarketing Agent or the Tender Agent of any covenant or undertaking herein or in the Indenture. The indemnification provided in the first two paragraphs of this Section 6.7 shall not apply to the extent such cost, expense or charge arose as a result of the willful misconduct of the indemnified party.

The Borrower shall indemnify and save the Trustee and the Tender Agent harmless against and from all loss, liability or damages and reasonable attorneys' fees incurred by the Trustee or the Tender Agent in the exercise and performance of any of the Trustee's or Tender Agent's powers and duties hereunder or under the Indenture and with respect to the matters described in the first paragraph of this Section 6.7 except to the extent that such loss, liability or damage, including reasonable attorneys' fees, is incurred by reason of the Issuer's, the Trustee's or the Tender Agent's gross negligence or willful misconduct.

The Borrower hereby agrees to pay to all of the foregoing indemnified parties, as the case may be, all their costs, charges and expenses, including attorneys' fees, related to the Project or requested by the Borrower or required by this Agreement or the Indenture, or incurred in enforcing the provisions of this Agreement or the Indenture, which are not otherwise required to be paid by the Borrower by the terms of this Agreement.

Promptly after receipt by an indemnified party under this Section 6.7 of notice of the commencement of any action or threatened action, such indemnified party will, if a claim in respect thereof is to be made against the Borrower under this Section, notify the Borrower in writing of the commencement thereof, but the omission to so notify the Borrower will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section. In case any such action is brought against any indemnified party, and it notified the Borrower of the commencement thereof, the Borrower will be entitled, but shall not be obligated, to participate in and, to the extent that it may wish, to assume the defense thereof, with counsel satisfactory to such indemnified party. Any such indemnified party will reasonably cooperate with the Borrower in any investigation relating to such action. After notice from the Borrower to such indemnified party of its assumption of the defense of any such action, the Borrower will not, except as hereinafter provided, be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof. If the Borrower shall not have employed counsel to have charge of the defense of any such action or if any such indemnified party or parties shall have reasonably concluded (to the reasonable satisfaction of the Borrower) that there may be defenses available to it or them which are different from or additional to those available to the Borrower (in which case the Borrower shall not have the right to direct the defense of such action on behalf of the indemnified party or parties), legal and other expenses thereafter incurred by the indemnified party shall be borne by the Borrower. Notwithstanding any other language contained in this Section 6.7, the Borrower shall not be liable to any indemnified party hereunder for the costs of, or any expenses associated with, the settlement of any loss, claim, damages or liability to which the Borrower did not consent, if such consent was not unreasonably withheld.

Section 6.8. Borrower's Approval of Issuance of Bonds by Issuer. The Borrower hereby approves the Issuer's issuance of the Bonds pursuant to the Indenture. Except as otherwise provided in the Indenture, the Indenture shall not be modified or amended except with the written consent of the Borrower.

Section 6.9. Tax-exempt Status of the Bonds. The Borrower hereby represents, warrants, covenants and agrees that:

(a) It will not take or permit, or omit to take or cause to be taken, any action that would adversely affect the excludability from gross income for purposes of federal income taxation of the interest on the Bonds, and if it should take or permit, or omit to take or cause to be taken, any such action, the Borrower shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) Upon the request of the Issuer or the Trustee, the Borrower will take such action or actions as may be reasonably necessary, in the written opinion of Bond Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other Placement Memorandums promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service pertaining to obligations issued under Section 103 of the Code.

(c) The Borrower and the Issuer agree that they will not make any use of the proceeds from the sale of the Bonds in any manner which will cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(d) The Borrower and the Issuer agree that they will not take or permit to be taken any action in connection with the Project or otherwise which would jeopardize the status of the Project as a "Qualified Zone Property" (as defined in the Code).

(e) No bonds, notes, or other obligations of any state, territorial possession, or any political subdivision of the United States of America or any political subdivision of any of the foregoing or of the District of Columbia have been issued and are now outstanding, the proceeds of which have been or are to be used primarily with respect to facilities located within the boundaries of the Issuer, and the "principal user" of which facilities was, is, or will be the Borrower, or any "related person" to the Borrower within the meaning of Section 144(a)(3) of the Code.

(f) The Borrower represents that the "average maturity" of the Bonds does not exceed 120% of the remaining "average reasonably expected economic life" of the Project within the meaning of Section 147(b) of the Code, with such percentage to be computed pursuant to the requirements of Section 147(b) of the Code.

(g) At least 95% of the "net proceeds" of the Bonds within the meaning of Section 150(a)(3) of the Code (meaning the total proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund) will be used to

finance or refinance the costs of acquisition, construction and equipping of the Project, and the Project consists of land or property of a character subject to the allowance for depreciation under the Code.

(h) The information furnished by the Borrower to the Issuer and used in preparing the Information Return for State and Local Bond Issues to be filed with the Internal Revenue Service pursuant to Section 149(e) of the Code, is true and correct.

(i) The Bonds are not and will not be impermissibly "federally guaranteed" pursuant to the requirements of Section 149(b) of the Code.

(j) The Borrower is not a beneficiary of any obligation other than the Bonds, the interest on which is excludable from federal income taxation, sold at substantially the same time as the Bonds, sold pursuant to the same plan of financing and payable from the same source of funds.

(k) The Project does not share any common facilities, including heating, cooling, parking, elevator and stairing facilities, with any other structure or facility.

(l) Not more than 2% of the net proceeds derived from the sale of the Bonds will be used to pay Costs of Issuance.

(m) The Borrower agrees that Ungaretti & Harris and Pugh, Jones & Johnson, P.C., Co-Bond Counsel, shall be entitled to rely upon the covenants of the Borrower as to factual matters set forth in this Section in rendering their opinions on the date of issuance of the Bonds.

Section 6.10. Environmental Covenants.

(a) The Borrower represents that except as may be set forth in *Exhibit C* attached hereto, there is no claim, action, suit, proceeding, arbitration, investigation or inquiry pending or to the Borrower's knowledge threatened against the Borrower before any federal, state, municipal, foreign or other court, or any governmental, administrative or self-regulatory body or agency, or any private arbitration tribunal, and there neither is nor, except as may be set forth in *Exhibit C*, has been any complaint, order, directive, claim, citation, notice or lien by or in favor of any governmental authority or private person with respect to: (i) air emissions; (ii) spills, releases or discharges of Hazardous Substances on, in or to: any real property owned or leased by the Borrower; any other property as a result of operations or activities on real property owned or leased by the Borrower; surface water; groundwater; or the sewer, septic system or waste water treatment system servicing any real property owned or leased by the Borrower; (iii) noise emissions; (iv) solid or liquid water disposal; (v) the use, storage, generation, treatment,

transportation or disposal of Hazardous Substances; (vi) exposure to airborne or friable asbestos; or (vii) violation of any Environmental Law. To the Borrower's knowledge, there is no circumstance, matter or thing existing which might give rise to any of the foregoing, except as may be described in *Exhibit C*.

(b) The Borrower will at all times and in all respects be in substantial and material compliance with all Environmental Laws, provided that the Borrower shall be entitled to contest with due diligence any determination or assertion that it is not in such compliance, and no breach of this covenant shall be deemed to occur until such contest has been concluded. The Borrower's duties of compliance with Environmental Laws includes, without limitation, the duty to undertake the following specific actions: (i) the Borrower will, each at its own expense, procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including, without limitation, permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving any real property owned or leased by the Borrower; and (ii) except as discharged into the ambient air or a sanitary sewer in compliance with all applicable Environmental Laws, any and all Hazardous Substances to be treated and/or disposed by the Borrower will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

Section 6.11. Assignment, Selling and Leasing. This Agreement may be assigned and the Project leased or sold, as a whole or in part, by the Borrower without the necessity of obtaining the consent of either the Issuer or the Trustee, subject, however, to each of the following conditions:

(a) An opinion of Bond Counsel is delivered to the effect that such assignment, lease or sale does not adversely affect the exclusion from gross income of the interest on the Bonds for federal income tax purposes.

(b) The assignee, purchaser, or lessee shall assume the obligations of the Borrower hereunder to the extent of the interest assigned or leased.

(c) The Borrower shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Issuer and the Trustee a true and complete copy of each assignment, assumption of obligation, contract of sale, or lease, as the case may be.

(d) If a Credit Facility is then in effect and held by the Trustee, the written consent of the Credit Entity in its sole discretion shall be obtained which consent may not be unreasonably withheld.

For the purposes of this Section 6.11, neither of the following in and of itself shall be deemed an assignment: (i) any foreclosure or conveyance in lieu of foreclosure by or to the Credit Entity pursuant to the terms of any deed to secure debt, mortgage or security agreement securing the Credit Facility; or (ii) any other transfer to the Credit Entity or to a nominee of the Credit Entity which is an affiliate of the Credit Entity.

Nothing herein shall be deemed to relieve the Borrower from its liabilities hereunder without the consent of the Issuer and the Credit Entity and unless an opinion of Bond Counsel is provided that such release will not adversely affect the exemption from gross income of the interest on the Bonds.

Section 6.12. Transfer of Assets. The Borrower covenants and agrees that it will not sell, lease or otherwise dispose (including, without limitation, any involuntary disposition resulting from an act or failure to act by the Borrower) of, directly or indirectly, in whole or in part, of any of the Bond-financed property unless prior to such sale, lease or other disposition, the Borrower delivers to the Trustee and the Issuer an opinion of Bond Counsel to the effect that any such disposition will not adversely affect the validity of the Bonds or any exemption from federal income taxation to which the interest on the Bonds would otherwise be entitled.

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Any one or more of the following events shall constitute an event of default hereunder (an "Event of Default"):

(a) Except as specified in subsection (e) hereof, failure by the Borrower to observe and perform any covenant, condition or agreement herein on its part to be observed or performed for a period of 30 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by the Issuer or the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period (but can be corrected within such longer period), the Trustee will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the default is corrected.

(b) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee,

custodian, trustee, sequestrator (or similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 90 consecutive days.

(c) The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Borrower to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of the property of the Borrower or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of action by the Borrower in furtherance of any of the foregoing.

(d) An "Event of Default" as defined in the Indenture.

(e) Any failure to pay principal of, premium, if any, or interest on the Bonds pursuant to Section 4.2(a) hereof or the Purchase Price of the Bonds pursuant to Section 4.2(g) hereof on the due date thereof.

(f) If the Project or any part is sold, assigned, transferred, conveyed, mortgaged, or otherwise encumbered without the Trustee's prior written consent; or the Project is rezoned (except for such rezoning as does not adversely affect the use as Qualified Zone Property (as defined in the Code)), either voluntarily or involuntarily, or an agreement for any of the foregoing is entered into, without the prior written consent of the Trustee.

The foregoing provisions of this Section are subject to the following limitations: if by reason of Force Majeure the Borrower is unable in whole or in part to carry out its agreements on its part herein contained, other than the obligations on the part of the Borrower contained in Section 4.2 hereof, the Borrower shall not be deemed in default during the continuance of such inability. The term "Force Majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or of any of their departments, agencies, or officials, or of any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

Section 7.2. Remedies. Upon the occurrence of an Event of Default pursuant to Section 7.1, and at any time thereafter during the continuance of such Event of Default, the Trustee may, with the consent of the Credit Entity (subject to Section 8.11 of this Agreement),

pursue any action at law or in equity, appointing a receiver, collecting the payments then and thereafter due or enforcing performance and observance of any obligation, agreement or covenant of the Borrower thereunder or hereunder.

If the Trustee shall have proceeded to enforce the rights of the Issuer under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then the Borrower, the Issuer and the Trustee shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Borrower, the Issuer and the Trustee shall continue as though no such proceedings had taken place.

Section 7.3. Additional Remedies. In addition to the above remedies, if the Borrower commits a breach, or threaten to commit a breach of this Agreement, the Trustee shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to the Issuer and that money damages will not provide an adequate remedy thereto.

Section 7.4. No Remedy Exclusive. No remedy herein conferred or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such 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 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 thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Trustee hereunder shall also extend to the Owners of the Bonds, who shall be entitled to the benefit of all covenants and agreements herein contained, subject to the provisions of the Indenture.

Section 7.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.6. Waiver of Extension, Appraisement, Stay, Laws. To the extent permitted by law, the Borrower will not during the continuance of any Event of Default hereunder insist upon or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of Article IV of this Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the Project prior to any sale or sales thereof which may be made

pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the Project so sold or any part thereof; and the Borrower hereby expressly waives all benefits or advantage of any such law or laws and covenant not to hinder, delay or impede the execution of any power herein granted or delegated to the Issuer, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

ARTICLE VIII.

MISCELLANEOUS

Section 8.1. Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail or certified mail, postage prepaid, return receipt requested or sent by Facsimile, or by commercial overnight delivery service, charges prepaid, addressed as follows:

if to the Issuer:

Office of the Chief Financial Officer
Room 600
33 North LaSalle Street
Chicago, IL 60603
Attention: Chief Financial Officer
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

with a copy to:

Office of the Corporation Counsel
City Hall - Room 600
121 North LaSalle Street
Chicago, IL 60602
Attention: Finance and Economic Development Division
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

and

Department of Planning and Development
Finance Division
City Hall - Room 1006
121 North LaSalle Street
Chicago, IL 60602
Attention: Deputy Commissioner
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Borrower:

Gas Plus, Inc.
3940 West Washington Boulevard
Chicago, IL 60624
Attention: Mr. Phillip Degeratto
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

with a copy to:

Julian & Associates
1038 North LaSalle Street
Chicago, IL 60610
Attention: Paul T. Julian
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Trustee:

Cole Taylor Bank
111 West Washington Street, Suite 600
Chicago, IL 60602
Attention: Corporate Trust Department
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Tender Agent:

Cole Taylor Bank
111 West Washington Street, Suite 600
Chicago, IL 60602
Attention: Corporate Trust Department
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Remarketing Agent:

The Northern Trust Company
50 South LaSalle Street, 12th Floor
Chicago, IL 60675
Attention: Public Finance/Remarketing
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Credit Entity and the
Liquidity Entity:

The Northern Trust Company
2814 West Fullerton
Chicago, IL 60647
Attention: Standby Letter of Credit Dept.
Telephone: (Omitted for printing purposes)

A duplicate copy of each notice, certificate or other communication given hereunder by the Issuer or the Borrower shall also be given to the Trustee and the Credit Entity. Each addressee listed above may, by notice given hereunder to the other addressees, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 8.2. Concerning Successors and Assigns. All covenants, agreements, representations and warranties made herein and in the certificates delivered pursuant hereto shall survive the financing herein contemplated and shall continue in full force and effect so long as the obligations hereunder are outstanding and unpaid. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of the Borrower which are contained in this Agreement shall bind each of their successors and assigns and inure to the benefit of the successors and assigns of the Issuer.

Section 8.3. Governing Law. This Agreement and the exhibits attached hereto shall be construed in accordance with and governed by the laws of the State and where applicable the laws of the United States of America.

Section 8.4. Modifications In Writing. Subject to provisions of the Indenture, modification or the waiver of any provisions of this Agreement, or consent to any departure by the Borrower therefrom, shall in no event be effective unless the same shall be in writing approved by the parties thereto and then such waiver or consent shall be effective only in specific instance and for the purpose for which given and so long as the interests of any Bondowners are not adversely affected and the Trustee assents thereto. Subject to provisions of the Indenture, any amendments to this Agreement shall require the written consent of all of the parties hereto and may be entered into only in accordance with the terms of Article XI of the Indenture. No notice to or demand on the Borrower in any case shall entitle it to any other or further notice of demand in the same circumstances.

Section 8.5. Further Assurances and Corrective Instruments. The Borrower agrees, and the Issuer agrees to the extent that approval is granted by the competent authority

therefor, that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required and agreed upon for correcting any inadequate or incorrect description of the provisions of this Agreement.

Section 8.6. Captions. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

Section 8.7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof; provided, however, that no finding of illegality or unenforceability shall require payment by Issuer of any funds from any source other than Revenues derived hereunder.

Section 8.8. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.9. Amounts Remaining in Bond Fund or Other Funds. It is agreed by the parties hereto that any amounts remaining in the Bond Fund or other funds established under the Indenture upon expiration or sooner termination of the term hereof, as provided below, after payment in full of the Bonds (or provisions for payment thereof having been made in accordance with the provisions of the Indenture) and the fees and expenses of the Trustee, Bond Registrar, Tender Agent, Remarketing Agent and any Paying Agent in accordance with the Indenture, shall be paid in accordance with the Indenture.

Section 8.10. Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto, shall remain in full force from the date hereof and, subject to the provisions hereof, shall expire on such date as the Bonds shall be released pursuant to the terms and provisions of the Indenture.

Section 8.11. References to Credit Entity and Liquidity Entity Ineffective During Certain Periods. During any period of time which (a) no Credit Facility is in effect and no amounts remain unreimbursed to the Credit Entity under the Credit Facility Agreement or (b) the Credit Entity is in default under the Credit Facility, references in this Agreement to the Credit Entity shall be ineffective. During any period of time in which (a) no Liquidity Facility under the Liquidity Facility Agreement, or (b) the Liquidity Facility Entity is in default under the Liquidity Facility, references in this Agreement to the Liquidity Entity shall be ineffective.

Section 8.12. Indenture Provisions. The Indenture provisions concerning the Bonds and the other matters therein are an integral part of the terms and conditions of the Loan made by the Issuer to the Borrower pursuant to this Agreement and the execution of this Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower to the extent it relates to the Borrower. Additionally, the Borrower agrees that, whenever the Indenture by its terms imposes a duty or obligation upon the Borrower, such duty or obligation shall be binding upon the Borrower to the same extent as if the Borrower was an express party to the Indenture, and the Borrower hereby agrees to carry out and perform all of its obligations under the Indenture as fully as if the Borrower was a party to the Indenture.

Section 8.13. Default by Issuer—Limited Liability. Notwithstanding any provision or obligation to the contrary hereinbefore or hereinafter set forth, no provision of this Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or to give rise to a charge upon the general credit of the Issuer; the liability of the Issuer hereunder shall be limited to its interest in the Project, this Agreement, the Note and all other related documents and collateral and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, nor shall the Issuer be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, omissions, charges, insurance or any other payments recited herein, and shall be obligated to pay the same only out of the amounts payable by the Borrower hereunder. The Issuer shall not be required to do any act whatsoever or exercise any diligence whatsoever to mitigate the damages to the Borrower if a default shall occur hereunder.

Section 8.14. Immunity of Incorporators, Officers, Directors and Employees. No recourse shall be had on any obligation, covenant or agreement in this Agreement against the Issuer or any past, present or future incorporator, official, officer, member, director or employee of the Issuer, or any successor corporation either directly or indirectly, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officials, officers, members, directors or employees as such is hereby expressly waived and released as a condition of and consideration for the delivery of this Agreement and the issuance of the Bonds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused it to be executed and sealed by their authorized representatives, as of the day and year first above written above.

7/10/2002

REPORTS OF COMMITTEES

89435

(SEAL)

CITY OF CHICAGO

ATTEST:

By: _____
James L. Laski,
City Clerk

By: _____
Walter K. Knorr,
Chief Financial Officer

GAS PLUS, INC.
an Illinois corporation

By: _____
President

ATTEST:

By: _____
Secretary

(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Loan Agreement with Gas Plus, Inc. read as follows:

*(Sub)Exhibit "A".**(To Loan Agreement With Gas Plus, Inc.)**Project Description.*

The Project will include the acquisition, construction and equipping of buildings together with machinery and equipment to be used as a new twenty-four (24) hour gas service station with an attached convenience mart. The Project will be located on real property at 4800 West Madison Street in the City of Chicago. The newly developed structure will be approximately three thousand (3,000) square feet with twelve (12) fueling stations featuring state of the art equipment and systems. The new facility will employ approximately twelve (12) to fifteen (15) full time employees who will all be new hires of Gas Plus, Inc. for this location. The convenience mart will feature conveniences including an ATM machine, fresh take out food and grocery staples.

*(Sub)Exhibit "B".**(To Loan Agreement With Gas Plus, Inc.)**Promissory Note.*

\$ _____ Chicago, Illinois _____, 2002

For Value Received, Gas Plus, Inc. (the "Borrower") promises to pay to the City of Chicago (the "Issuer"), the principal sum of _____ Dollars (\$ _____) together with (a) interest thereon in an amount sufficient to enable the Issuer to make payment of all interest becoming due and payable on the City of Chicago, Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc.), Series 2002 (the "Bonds"), dated _____, 2002, in the aggregate amount of _____ Dollars (\$ _____) issued pursuant to a Trust Indenture dated as of July 1, 2002 (the "Indenture"), between the Issuer and Cole Taylor Bank, as Trustee (the "Trustee"), which Indenture and Bonds are incorporated herein by reference and made a part hereof, and (b) such redemption premiums, Purchase Price and other amounts as are required to be paid by the Borrower to the Issuer as loan repayments as provided in the Loan Agreement dated as of July 1, 2002 (the "Loan Agreement"), between the Borrower and the Issuer which is incorporated herein by reference and made a part hereof.

The foregoing amounts shall be paid by means of loan repayments which shall be due and payable (less any credits to which the Borrower may be entitled under the Loan Agreement), in immediately available funds, as follows:

On or before the first (1st) Business Day of each month, commencing the first (1st) Business Day of _____ 2002, the Borrower shall make payments to the Trustee in an amount necessary to pay (a) the interest on the Bonds on the corresponding Interest Payment Date (as defined in the Indenture) and (b) one-twelfth (1/12) of the amounts, if any, necessary to pay the principal amount of the Bonds coming due on the next _____ 1 whether at maturity or by mandatory or optional redemption, taking into account all other monies available in the Bond Fund (as defined in the Indenture) to make such interest and principal payments and reducing each such monthly payment by the amount of investment earnings credited to the account in the Bond Fund by the Trustee during the previous month. If interest on the Bonds becomes payable on semiannual Interest Payment Dates in accordance with the terms of the Indenture, the amounts owed under clause (a) above shall be equal to one-sixth (1/6) of the amount owed on the next succeeding Interest Payment Date, except when the first (1st) such semiannual Interest Payment Date is less than six (6) months from the Rate Conversion Date, in which event the monthly installments of interest shall be paid in equal amounts until such first (1st) semiannual Interest Payment Date.

This Note also evidences the obligation of the Borrower to pay the Purchase Price of Bonds tendered for purchase as provided in Section 4.2(g) of the Loan Agreement.

If the date when any of the payments required to be made hereunder is not a Business Day, then such payments may be made on the next Business Day with the same force and effect as if made on the nominal due date, and no interest shall accrue for the period after such date.

The Borrower shall have the option to make advance payments of amounts due hereunder, from time to time, which advance payments shall be deposited with the Trustee in the Bond Fund established by the Indenture and shall be applied as provided in the Loan Agreement and the Indenture.

All payments shall be made in coin or currency of the United States of America in immediately available funds at the principal corporate trust office of the Trustee, or at the principal corporate trust office of any successor Trustee.

If the Borrower fails to pay any installment of principal, premium, if any, and interest when due under this Note, or upon the occurrence of any one (1) or more of the Events of Default specified in the Loan Agreement, the Trustee then, or at any time thereafter, may under certain conditions specified in Article VIII of the Indenture and Article VII of the Loan Agreement give notice to the Borrower declaring all unpaid amounts then outstanding hereunder or under the Loan Agreement (including all fees and expenses), to be due and payable, and thereupon,

without further notice or demand, all such amounts shall become and be immediately due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any time in the event of any continuing or subsequent default.

If an Event of Default has not occurred, then all payments hereon shall be applied first (1st) to accrued interest, then to principal and premium, if any, and then to all other amounts owed under the Loan Agreement and Indenture.

The undersigned waives demand, protest, presentment for payment and notice of nonpayment and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument evidencing or securing the indebtedness evidenced hereby. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability under this Note, either in whole or in part, of the undersigned if not a party to such agreement.

This Note is issued under and is subject to the terms and conditions of the Loan Agreement. All terms, conditions, rights and provisions set forth in the Loan Agreement are hereby incorporated herein in their entirety.

This Note and all instruments securing the same are to be construed according to the laws of the State of Illinois.

Gas Plus, Inc.,
an Illinois corporation

By: _____
President

Pay To The Order Of Cole Taylor Bank, As Trustee, Under That Certain Trust Indenture Dated As Of July 1, 2002 By And Between Cole Taylor Bank, As Trustee, And The City Of Chicago Without Warranty Or Recourse.

City of Chicago

By: _____
Chief Financial Officer

(Sub)Exhibit "C".
(To Loan Agreement With Gas Plus, Inc.)

Section 6.10 Exceptions.

None.

(Sub)Exhibit "D".
(To Loan Agreement With Gas Plus, Inc.)

Form Of Requisition.

Cole Taylor Bank
111 West Washington Street, Suite 600
Chicago, Illinois 60602
Attention: Corporate Trust Department

Re: City of Chicago \$_____ aggregate principal amount Variable Rate Demand
Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc.), Series 2002 (the
"Bonds").

Request For Disbursement From Project Fund.

Ladies and Gentlemen:

Pursuant to Section 3.3(b) of the Loan Agreement dated as of July 1, 2002 (the
"Loan Agreement"), between the City of Chicago (the "Issuer") and Gas Plus, Inc.
(the "Borrower"), you are hereby requested to disburse from the Project Fund (the
"Project Fund") referred to in the Trust Indenture dated as of July 1, 2002 (the
"Indenture"), between you and the Issuer the amount indicated below.

As required by Section 3.3(b) of the Loan Agreement, the undersigned hereby
states as follows:

1. None of the items for which payment is sought hereunder has formed the basis for any prior payment from the Project Fund.

2. The obligation with respect to which payment is being sought has been properly incurred in accordance with the Loan Agreement and the Indenture and is a proper charge against the Project Fund.

3. Such payment does not include any amount in excess of the actual cost to the Borrower of the item for which payment is being requested.

4. That the expenditure of such disbursement, when added to all disbursements under previous requisitions, will result in at least ninety-five percent (95%) of the net proceeds of the Bonds within the meaning of Section 150(a)(3) of the Code (meaning total proceeds of the Bonds, less any proceeds deposited in a reasonably required reserve or replacement fund), having been used for the acquisition, construction, rehabilitation, renovation, improvement or equipping of land or property of a character subject to the allowance for depreciation under the Code, or for payment of amounts which are, for federal income tax purposes, chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such amounts, and will result in not more than two percent (2%) of the aggregate face amount of the Bonds (less the amounts, if any, constituting original issue discount) having been used to pay "issuance costs" within the meaning of Section 147(g) of the Code.

5. That the amount remaining in the Project Fund, together with (a) monies then on hand with the Borrower or committed to the Borrower which are or will be available, and are anticipated by the Borrower to be applied, to any Cost of the Project and (b) expected investment earnings to be deposited into the Project Fund pursuant to the Indenture and not required to be deposited into the Rebate Fund pursuant to the terms of the Indenture, will, after payment of the amount requested in said written request, be sufficient to pay the costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, then in effect; provided, however, that the Credit Entity may provide the Trustee with a written waiver of compliance with this subsection (6), upon which the Trustee may rely, but solely in connection with the disbursement referenced in such waiver.

6. This is Requisition Number _____ from the Project Fund.

7. The name and address of the person, firm or corporation to whom payment is due is as follows:

8. The amount to be disbursed is \$_____.

9. The nature of the obligation for which the disbursement is requested is as follows:

10. A bill or statement of account for such obligation is being submitted together with this form, and the Borrower is supplying, or will supply at your request, such lien waivers, endorsements to title insurance or other endorsements to title insurance or other documents that you or the Credit Entity may reasonably request or as may be required by the Agreement.

Dated this ___ day of _____, ____.

Gas Plus, Inc.,
an Illinois corporation

By: _____

Name: _____

Title: _____

Approved, this __ day of _____

Cole Taylor Bank, as Trustee

By: _____

Name: _____

Title: _____

(Sub)Exhibit "E".
(To Loan Agreement With Gas Plus, Inc.)

Form Of Completion Certification.

Cole Taylor Bank
111 West Washington Street, Suite 600
Chicago, Illinois 60602

Attention: Corporate Trust Department

Re: City of Chicago \$_____ aggregate principal amount Variable Rate Demand
Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc.), Series 2002 (the
"Bonds").

Ladies and Gentlemen:

Pursuant to Section 3.3(c) of the Loan Agreement dated as of July 1, 2002 (the
"Loan Agreement") between the City of Chicago (the "Issuer") and Gas Plus, Inc. (the
"Borrower"), you are hereby advised as follows:

(i) all portions of the Project have been fully completed substantially in accordance with the construction contracts and/or the plans and specifications therefor, as then amended; and all Bond proceeds have been applied solely to the payment of the Costs of the Project on account of which the Bonds were issued; and

(ii) the undersigned has made such investigation of such sources of information as are deemed by the undersigned to be necessary, including pertinent records of the Borrower, and is of the opinion that the Project has been fully paid for and that no claim or claims exist against the Borrower (or to the best of its knowledge, against the Issuer) or against the properties of the Borrower out of which a lien based on furnishing labor or material for the Project exists or might ripen, except _____ Funds are on deposit in the Project Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims or such claims have been insured over, and a certificate evidencing such insurance is attached hereto; and

(iii) ninety-five percent (95%) or more of the sum of the amount received from the proceeds of the Bonds, plus the income derived from the investment of monies deposits in the Project Fund or in any other fund held under the Indenture during the period of construction, were used to pay, or reimburse the Borrower for the payment of, costs incurred in connection with acquisition, renovation, construction, remodeling or improving of the Project.

Dated this _____ day of _____, _____.

Gas Plus, Inc.,
an Illinois corporation

By: _____

Name: _____

Title: _____

Exhibit "B".
[To Ordinance]

Trust Indenture With Cole Taylor Bank.

THIS TRUST INDENTURE, dated as of July 1, 2002, is entered into by and between the **CITY OF CHICAGO**, a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), and **COLE TAYLOR BANK**, a banking corporation organized and existing under the laws of the State of Illinois, as trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Issuer, as a home rule unit, and pursuant to the Constitution of the State of Illinois and a Bond Ordinance adopted by the City Council of the Issuer on _____, 2002 (the "Bond Ordinance"), is authorized and empowered to issue enterprise zone facility revenue bonds to finance or refinance the acquisition, construction of land, buildings and improvements, or any interest therein, suitable for use as an Enterprise Zone Facility (as defined in the Code (as herein defined)); and

WHEREAS, pursuant to and in accordance with the Bond Ordinance, the Issuer has determined to issue and, by due action, has authorized the issuance of, a series of its limited obligations to be designated "City of Chicago Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project), Series 2002" (the "Bonds") in the aggregate principal amount not to exceed \$ _____ to (i) finance or refinance permitted costs in connection with the acquisition, construction and equipping of facilities to be located at 4800 West Madison Avenue in Chicago, Illinois and to be used as a new 24 hour gas service station with an attached convenience mart and (ii) pay certain costs of issuing the Bonds; and

WHEREAS, the Issuer has entered into a Loan Agreement dated as of the date hereof (the "Loan Agreement") pursuant to which the Issuer will lend the proceeds from the issuance of the Bonds to Gas Plus, Inc., an Illinois corporation (the "Borrower"); and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Indenture and the issuance hereunder of the Bonds upon and subject to the terms and conditions hereinafter set forth; and

WHEREAS, all Bonds issued under this Indenture will be secured by a pledge and assignment of certain rights of the Issuer under the Loan Agreement and the Note, as defined herein; and

WHEREAS, the Bonds shall be payable solely from the Revenues, as defined herein, received by the Issuer from the repayment of the loan of the proceeds of the Bonds to the Borrower (the "Loan") and from other revenues derived from the Loan and from the Credit Facility, and the Bonds shall never be construed to constitute an indebtedness of the Issuer within the meaning of any constitutional or statutory provisions whatsoever; and

WHEREAS, the execution and delivery of this Indenture has been duly authorized by the Issuer and all conditions, acts and things necessary and required by the Constitution or laws of the State of Illinois or otherwise, to exist, to have happened, or to have been performed precedent to or in the execution and delivery of this Indenture, do exist, have happened and have been performed in regular form, time and manner, and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee or the Tender Agent and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds, and to constitute this Indenture a valid assignment of certain of the rights of the Issuer under the Loan Agreement, have been done and performed, and the creation, execution and issuance of the Bonds, subject to the terms thereof, have in all respects been duly authorized;

NOW, THEREFORE, THIS TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the Issuer in consideration of the premises, the acceptance by the Trustee of the trusts created hereby and, the purchase and acceptance of the Bonds by the owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the payment of the obligations of the Borrower under the Credit Facility Agreement and the Liquidity Facility Agreement and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby pledge and assign, and grant a security interest in, the following to Cole Taylor Bank, as Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Issuer hereinafter set forth:

GRANTING CLAUSE FIRST

All right, title and interest of the Issuer in and to any monies held under this Indenture by the Trustee, including the proceeds of the Bonds and the interest, profits and other income derived from the investment thereof other than amounts held by the Trustee or the Tender Agent in the Tender Fund or elsewhere to pay the Purchase Price of Bonds delivered or deemed delivered for purchase pursuant to Article III hereof and the Rebate Fund.

GRANTING CLAUSE SECOND

All right, title and interest of the Issuer in and to the Loan Agreement and the Note (save and except for the Unassigned Rights).

GRANTING CLAUSE THIRD

All funds, monies, property and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Issuer or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds from time to time issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds (except as otherwise provided herein), and for the benefit, security, and protection of the Credit Entity and Liquidity Entity with respect to the obligations of the Borrower under the Credit Facility Agreement and Liquidity Facility Agreement, respectively, but only after all owners of the Bonds have been paid all principal, premium, if any, and interest due them;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article III or Article VII of this Indenture, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of this Indenture, and shall pay or cause to be paid all sums of money due or to become due in accordance with the terms and provisions hereof, the Credit Facility Agreement and the Liquidity Facility Agreement, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture is to be and remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests, including, without limitation, the payments due pursuant to the Loan Agreement and other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Bonds as follows:

ARTICLE I.

DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and phrases as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning and intent:

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or the other commencement of bankruptcy or similar proceedings) by or against the Borrower or the Issuer under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

"Adjustable Rate" means the interest rate per annum applicable during each Adjustable Rate Period and determined as provided in Section 2.03(e) hereof.

"Adjustable Rate Period" means the Rate Period during which the Bonds bear interest at an Adjustable Rate.

"Alternate Credit Facility" means any Credit Facility delivered to the Trustee in accordance with Section 2.12 hereof to replace the Credit Facility then in effect, and also shall include any confirming or standby Credit Facility supporting another Credit Facility.

"Authorized Borrower Representative" means such person or persons duly designated by the Borrower to act on its behalf in a writing delivered to the Trustee.

"Authorized Denominations" means \$100,000 principal amount or any integral multiple of \$5,000 in excess thereof.

"Authorized Issuer Representative" means such person or persons duly designated by the Issuer to act on its behalf.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Beneficial Owner" is defined in Section 2.13 of this Indenture.

"BMA Municipal Index" means the Bond Market Association Municipal Swap Index, produced by Municipal Market Data, a seven-day high grade market index comprised of tax-exempt variable rate demand obligations contained in Municipal Market Data's database.

"Bond Counsel" means a firm of attorneys of nationally recognized expertise with respect to the tax-exempt obligations of political subdivisions, selected by the Borrower and acceptable to the Trustee and the Issuer.

"Bond Fund" means the Bond Fund established and created by Section 5.02 of this Indenture.

"Bond Ordinance" means the Ordinance of the Issuer adopted on _____, 2002, authorizing the issuance of the Bonds.

"Bond Registrar" means the Trustee or any successor or successors to such position under this Indenture.

"Bonds" means the bonds authorized to be issued by Article II hereof.

"Bond Service Charges" means (a) during any period of time, the principal of and interest and any premium due on the Bonds for that period or payable at that time, as the case may be and (b) with respect to the Credit Facility or Liquidity Facility, the principal of and interest and any premium on the Bonds to the extent payable under and in accordance with the terms of the Credit Facility or Liquidity Facility.

"Bond Year" means, during the period while any of the Bonds are outstanding, the annual period provided for the computation of Excess Earnings for the Bonds, as provided in the Tax Representation Certificate.

"Borrower" means Gas Plus, Inc., an Illinois corporation and its respective successors and assigns.

"Borrower Bonds" means Bonds owned or held by the Borrower, or by the Trustee or the Tender Agent or the agent of either of them for the account of the Borrower which, or with respect to which the Borrower has notified the Trustee, were purchased by another person for the account of the Borrower or by a person directly or indirectly controlled by or under direct or indirect common control with the Borrower, including but not limited to Purchased Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a legal holiday or a day on which banking institutions in New York, New York, Chicago, Illinois, or the city where the principal corporate trust office of the Trustee, the Paying Agent, the Tender Agent, the office of the Credit Entity at which drawings under the Credit Facility are to be honored is located or the office of the Liquidity Entity at which drawings under the Liquidity Facility are to be honored is located, are required or authorized by law to close, or other than a day on which the New York Stock Exchange is closed.

"Cap Rate" means the rate per annum equal to the lesser of (a) 12% or (b) the maximum rate at the time then specified in the Credit Facility or Liquidity Facility.

"Closing Date" means the date of issuance and delivery of the Bonds to the Placement Agent against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cost of the Project" shall mean and embrace the cost of acquisition, construction, reconstruction, improvement, equipping, rehabilitation, renovation, installation and expansion, including the cost of the acquisition of all land, rights-of-way, property rights, easements and interests, the cost of all machinery and equipment, financing charges, fees of the Credit Entity for so long as the Project is under construction, interest on the Bonds prior to and during construction, necessary reserve funds, cost of estimates and of engineering, architectural and legal services, plans, specifications, estimates of costs and of revenue, other expenses necessary or incident to determining the feasibility and practicability of acquiring, constructing, reconstructing, renovating, improving, installing and expanding the Project, administrative expense and such other expense as may be necessary or incident to the acquisition, construction, reconstruction, improvement, installation and expansion thereof, the placing of the same in operation, and the financing or refinancing of the Project, including the refunding of any outstanding obligations, mortgages or advances issued, made or given by any person for any of the aforementioned costs incurred subsequent to _____, 2001.

"Costs of Issuance" shall mean and embrace all costs paid or incurred by the Issuer or the Borrower at any time prior to or after delivery of the Bonds and the Note with respect to the issuance, sale and delivery of the Bonds and the Note including, but not limited to, legal, accounting, financial, bank, printing and rating agency fees, fees of the Issuer and the Trustee, and other fees and expenses in connections therewith including the fees of the Placement Agent.

"Credit Account" means the account so designated within the Bond Fund established and created by Section 5.02 of this Indenture.

"Credit Entity" means, initially, The Northern Trust Company, its successors and assigns, and thereafter the issuer of any Alternate Credit Facility and its successors and assigns.

"Credit Facility" means the transferable irrevocable direct pay letter of credit initially issued by the Credit Entity, as extended or renewed, pursuant to the Credit Facility Agreement, or any letters of credit, lines of credit or any other instruments, such as a policy of bond insurance, collateral agreement, surety bond or guarantee issued by a financial institution, which provide security for payment of principal and premium of, and interest on the Bonds when due or upon redemption or acceleration and which constitutes an Alternate Credit Facility hereunder.

"Credit Facility Agreement" means the Reimbursement Agreement dated as of July 1, 2002, by and between the Borrower and the Credit Entity, as amended from time to time, and in the event an Alternate Credit Facility is provided, the agreement pursuant to which the Credit Entity issues or causes the issuance of such Alternate Credit Facility.

The terms **"default"** and **"Event of Default"** mean any occurrence or event specified and defined in, or pursuant to, Section 8.01 hereof.

"Depository" means any bank, trust company, savings and loan association or other financial institution selected by the Trustee as a depository of monies and securities held under the provisions of this Indenture, and may include the Trustee.

"Determination of Taxability" means (a) the entry by a court of a final judgment or order or (b) the promulgation by the Internal Revenue Service of a final ruling or decision or (c) an opinion of Bond Counsel, in any such case to the effect that the interest on the Bonds (other than interest on any Bond for any period during which such Bond is held by a "substantial user" of any facility financed with the proceeds of the Bonds or a "related person," as such terms are used in Section 147 of the Code) is includable for federal income tax purposes in the gross income of all recipients thereof subject to federal income taxes. For purposes of this definition, a judgment or order of a court or a ruling or decision of the Internal Revenue Service will not be considered final during the pendency of any appeal or other action for judicial or administrative review which may be filed within the time allowed therefor, if the Trustee receives an opinion of Bond Counsel to the effect that such appeal or action for judicial or administrative review is not without merit.

"Eligible Funds" means amounts held by the Trustee which (a) if the Bonds are then supported by a Credit Facility or Liquidity Facility, are (i) amounts drawn under the Credit Facility or Liquidity Facility (and the proceeds of the investment thereof); (ii) the proceeds of the Bonds; (iii) the proceeds of any bonds issued to refund the Bonds (and the proceeds of the investment thereof) if a nationally-recognized counsel experienced in federal bankruptcy matters (selected by the Borrower and reasonably acceptable to the Issuer and the Trustee) renders an opinion to the effect that such proceeds do not constitute a voidable preference under Section 547 of the Bankruptcy Code in a case commenced by or against the Borrower, any "insider" of the Borrower or the Issuer; (iv) monies which have been on deposit in the Bond Fund, other than those monies mentioned in (i), (ii) or (iii) above, with the Trustee (and the proceeds of the investment thereof) for a period of at least 91 consecutive days (or such shorter period as may be approved in a written opinion of counsel (selected by the Borrower and reasonably acceptable to the Issuer and the Trustee) with nationally recognized expertise in matters of federal bankruptcy law as not resulting in a voidable preference under Section 547 of the Bankruptcy Code) during which no Act of Bankruptcy by or against the Borrower or the Issuer, or any "insider" of the Borrower or the Issuer shall have occurred; (v) the proceeds of remarketing of the Bonds (except to the Borrower, or any "insider" of the Borrower or the Issuer or any "insider" thereof within the meaning of the Bankruptcy Code, including but not limited to any insider which is a guarantor); and (vi) any other monies for which a nationally-recognized counsel (selected by the Borrower and reasonably acceptable to the Issuer and the Trustee) experienced in federal bankruptcy matters renders an opinion to the effect that such monies shall not constitute a voidable preference under Section 547 of the Bankruptcy Code in a case commenced against the Borrower, or any "insider" of the Borrower or the Issuer and (b) if the Bonds are not then supported by any Credit Facility or Liquidity Facility, those monies mentioned in (a) above and any other monies provided by or on behalf of the Borrower or the Issuer.

"Expiration Date" means the date specified in the Credit Facility or the Liquidity Facility, as the case may be, as the expiration date of said facility, including any date to which the expiration or termination of said facility may be extended, from time to time.

"Federal Obligations" means obligations of or unconditionally guaranteed as to principal and interest by the United States of America.

"Fixed Rate" means the fixed interest rate per annum applicable until the maturity or earlier redemption of the Bonds and determined as provided in Section 2.03(f) hereof.

"Fixed Rate Period" means the Rate Period during which the Bonds bear interest at a Fixed Rate.

"General Account" means the account so designated within the Bond Fund established and created by Section 5.02 of this Indenture.

The terms "*herein*," "*hereunder*," "*hereby*," "*hereto*," "*hereof*" and any similar terms refer to this Indenture; the term "*heretofore*" means before the date of execution of this Indenture; and the term "*hereafter*" means after the date of execution of this Indenture.

"*Holder*" or "*Bondholder*" or "*Owner*" or "*Owner of the Bonds*" or "*Registered Owner*" means the registered owner of any Bond.

"*Indenture*" means this Trust Indenture, and any amendments hereof and supplements hereto.

"*Independent Counsel*" means an attorney duly admitted to practice law before the highest court of the State who is not a full-time employee of the Issuer, the Borrower, the Credit Entity, the Liquidity Entity or the Trustee.

"*Interest Payment Date*" means (a) in the case of the Weekly Rate and the Monthly Rate, (i) the first Business Day of each month prior to the Maturity Date, commencing with the first Business Day of _____, 2002, (ii) each Rate Conversion Date and (iii) the Maturity Date and (b) in the case of the Adjustable Rate and the Fixed Rate each June 1 and December 1 commencing with the first such June 1 or December 1 occurring after the Rate Conversion Date for the Adjustable Rate or Fixed Rate and each Rate Conversion Date.

"*Investment Obligations*" or "*Permitted Investments*" means any of the following which at the time are legal investments for the Issuer under applicable laws and ordinances or the Municipal Code of the City of Chicago and which are not prohibited investments under the Code, for the monies held hereunder then proposed to be invested therein:

- (a) Federal Obligations;
- (b) Obligations of, or obligations guaranteed as to principal and interest by, agencies or instrumentalities of the United States of America which are backed by the full faith and credit of the United States of America;
- (c) Debentures of the Federal Housing Administration;
- (d) Participation certificates or senior debt obligations issued by any of the following: Federal Home Loan Mortgage Corporation, Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives; or senior debt obligations issued by any of the following: Federal National Mortgage Association ("FNMA") and Student Loan Marketing Association ("SLMA");
- (e) FNMA mortgage-backed securities;
- (f) SLMA letter of credit backed issues;

(g) Federal Funds, Eurodollars, certificates of deposit, time deposits and bankers' acceptances (in each case having maturities of not more than 365 days) of any bank the debt obligations of which (or, in the case of the principal bank in a bank holding company, debt obligations of the bank holding company) have been rated "A-1+" or better by Standard & Poor's Ratings Service or "MIG-1" or "VMIG-1" by Moody's Investors Service, Inc.;

(h) Deposits which are fully insured by the Federal Deposit Insurance Corporation ("FDIC") or a fund administered by the FDIC;

(i) Repurchase agreements with any institution with AAA-rated debt or with financial institutions insured by the FDIC or any broker-dealer with retail customers which is under Securities Investor Protection Corporation jurisdiction, provided, (i) the repurchase agreements have a rating from each Rating Agency equal to or higher than the Bonds, (ii) the Trustee or a third party acting solely as agent for the Trustee has possession of the collateral, (iii) the Trustee has a perfected first security interest in the collateral, (iv) the collateral is free and clear of third-party liens and (v) failure to maintain the requisite collateral percentage will require the Trustee to liquidate the collateral;

(j) Commercial paper (having original maturities of not more than 270 days) rated "A-1" by Standard & Poor's Ratings Service or "P-1" by Moody's Investors Service, Inc.;

(k) Investments in money market funds which are rated "AAAm" by Standard & Poor's Ratings Service or "Aaa" by Moody's Investors Service, Inc.;

(l) Corporate debt obligations rated "A" or better by Standard & Poor's Ratings Service or "A" or better by Moody's Investors Service, Inc.;

(m) Any other investment approved in writing by the Credit Entity, and

(n) Mutual Funds investing in securities or obligations that are permissible investments under this Indenture including any mutual fund from which the Trustee or any of its affiliates may receive compensation.

"Issuer" means the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois, and its successors and assigns.

"Issuer's Service Charge" shall mean a payment to the Issuer for its own use which consists of a payment of 25% of 1% of the principal amount of the Bonds on the original date of delivery of the Bonds.

"Liquidity Entity" means, initially, The Northern Trust Company, and thereafter, the issuer of any Substitute Liquidity Facility.

"Liquidity Facility" means, initially, the Credit Facility, as extended or renewed, and, thereafter, any bond purchase agreement, letter of credit, revolving credit agreement, surety bond or other agreement or instrument under which any person or persons (other than the Issuer or the Borrower) undertakes to make or provide funds to make payment of the Purchase Price. Unless the term indicates otherwise, the term "Liquidity Facility" shall include any Substitute Liquidity Facility.

"Liquidity Facility Agreement" means, initially, the initial Credit Facility Agreement, as amended from time to time, and thereafter, the Agreement pursuant to which any Substitute Liquidity Facility is to be provided.

"Loan" means the loan to the Borrower pursuant to Article IV of the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated as of the date of this Indenture with respect to the Bonds by and between the Issuer and the Borrower, as amended in accordance with the terms hereof and thereof.

"Mandatory Tender Date" means any date on which Bonds shall be subject to mandatory tender pursuant to Section 3.07 hereof.

"Maturity Date" means _____ 1, 20__, or any earlier date to which the maturity of the Bonds has been accelerated.

"Monthly Rate" means the interest rate per annum applicable during each Rate Period and determined and redetermined on a monthly basis as provided in Section 2.03(d) hereof.

"Monthly Rate Period" means the Rate Period during which the Bonds bear interest at a Monthly Rate.

"Note" means the promissory note of the Borrower evidencing and securing its obligations under the Loan Agreement in the form attached as *Exhibit B* to the Loan Agreement.

"Notice by Mail" or **"notice"** of any action or condition **"by Mail"** (except as otherwise expressly provided herein) shall mean a written notice meeting the requirements of this Indenture mailed by first-class mail, postage prepaid to the Registered Owners at the addresses shown in the registration books maintained pursuant to this Indenture; provided, however, that if, because of temporary or permanent suspension of mail service, it is impossible or impracticable to mail notices in the manner herein described, then such notification in lieu thereof as shall be made with the approval of the Trustee (or, if there be no trustee hereunder, the Issuer) shall constitute a sufficient giving of such notice.

"Optional Tender Date" means a date, other than a Mandatory Tender Date, on which Bonds are to be tendered by the Holder in accordance with this Indenture

The terms **"outstanding"** or **"Bonds outstanding"** mean all Bonds which have been authenticated and delivered by the Trustee under this Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment of which cash or Federal Obligations shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds) and which are deemed paid within the meaning of Article VII hereof;

(c) Bonds in lieu of which others have been authenticated under Sections 2.09, 2.10 or 2.11 hereof; and

(d) Untendered Bonds.

"Paying Agent" means the institution(s) designated as such in or pursuant to Section 9.10 hereof.

"Placement Agent" means The Northern Trust Company, its successors and assigns.

"Principal Office," when used with respect to the Trustee, the Tender Agent, the Remarketing Agent and any Paying Agent, means the principal, or corporate trust, or head or principal trust, office of such entity situated in the city in which such entity is described as being located.

"Project" means the project described in *Exhibit A* to the Loan Agreement.

"Project Fund" means the Project Fund established and created by Section 5.05 of this Indenture.

"Purchase Price" means an amount equal to 100% of the principal amount of any Bond tendered or deemed to have been tendered for purchase, plus unpaid and accrued interest, if any, to the date of purchase.

"Purchased Bonds" means Bonds purchased pursuant to any Credit Facility Agreement or Liquidity Facility Agreement from and including the date they are registered in the name of the Borrower or the Credit Entity or its designee, nominee or agent, to, but not including, the earliest of (a) their payment at maturity, (b) their payment at redemption, (c) their remarketing by the Remarketing Agent pursuant to the Remarketing Agreement, (d) their sale by the Credit Entity or its designee, its nominee or agent, on the open market or (e) their satisfaction and discharge otherwise.

"Purchased Bonds Rate" means the rate or rates of interest established in any Credit Facility Agreement or Liquidity Facility Agreement, as the case may be, at the rate or rates of interest Purchased Bonds bear or, if none, the interest rate on the Bonds as though such Bonds were not Purchased Bonds.

"Rate Adjustment Date" means the date from and after which a particular Weekly Rate, Monthly Rate or Adjustable Rate, as applicable, shall be effective. During a Weekly Rate Period the Rate Adjustment Date will be (a) a Rate Conversion Date and (b) otherwise, Thursday of each week. During a Monthly Rate Period or an Adjustable Rate Period, the Rate Adjustment Date will be the Rate Conversion Date. Notwithstanding anything to the contrary, the first Rate Adjustment Date shall be Thursday, _____, 2002.

"Rate Conversion Date" means the date on which the interest rate determination method for the Bonds is changed as provided in Section 2.03(b) hereof. In the case of a conversion from the Weekly Rate to the Monthly Rate, from the Monthly Rate to the Weekly Rate or from the Weekly Rate or the Monthly Rate to the Adjustable Rate or the Fixed Rate, the Rate Conversion Date shall be the first Business Day of a month. In the case of a conversion from the Adjustable Rate to another Adjustable Rate, the Weekly Rate, the Monthly Rate or the Fixed Rate, the Rate Conversion Date shall be the first Business Day of a month and the day which follows by one day the final day of the Rate Period for the Adjustable Rate.

"Rate Determination Date" means the day on which the Remarketing Agent determines the Weekly Rate, the Monthly Rate or the Adjustable Rate, as applicable, for the next Rate Period. In the case of the Weekly Rate commencing with the Rate Period beginning _____, 2002, and in the case of the Monthly Rate, the Rate Determination Date for each Rate Period shall be the Business Day immediately preceding the Rate Adjustment Date or such other day as shall be necessary, in the case of the Weekly Rate, as provided in the last sentence of the first paragraph of Section 2.03(c) hereof and, in the case of the Monthly Rate, as provided in the last sentence of the first paragraph of Section 2.03(d) hereof. In the case of the Adjustable Rate, the Rate Determination Date for each Rate Period shall be the Business Day selected by the Remarketing Agent (and concurred in by the Borrower) and occurring not earlier than 10 Business Days and not later than two Business Days prior to the Rate Conversion Date. If any Rate Determination Date would not be a Business Day, such Rate Determination Date shall be the immediately preceding Business Day. Notwithstanding anything to the contrary, the first Rate Determination Date shall be Wednesday, _____, 2002.

"Rate Period" means the period during which a particular Weekly Rate, Monthly Rate or Adjustable Rate, as applicable, determined on a particular Rate Determination Date, is effective. The initial Rate Period is effective from and including the Closing Date to and including Wednesday, _____, 2002. Thereafter, each subsequent Rate Period shall become effective on and including the applicable Rate Adjustment Date and remain in effect until and including the day next preceding the earlier of (a) the next following Rate Adjustment Date, (b) the next following Rate Conversion Date or (c) the Maturity Date. In the case of the Weekly Rate, with the exception of the initial Rate Period and any Rate Period whose last day is a Rate Conversion Date or the Maturity Date, each Rate Period shall commence on Thursday and end on the next following Wednesday. In the case of the Monthly Rate, with the exception of the Rate Period whose last day is the Maturity Date, each Rate period shall commence on the first

Business Day of a month and end on the day next preceding the first Business Day of the next following month. The Rate Period shall not be deemed to have been changed in the case of a Weekly Rate or Monthly Rate which is changed pursuant to the second paragraph of Section 2.03(d). In the case of the Adjustable Rate, with the exception of the Rate Period whose last day is the Maturity Date, each Rate Period shall commence on the Rate Conversion Date, and end on the day next preceding the first Business Day of a month and be at least six months or an integral multiple of six months in length.

"Rating Agency" means any nationally recognized securities rating agency which has been requested to and has assigned a rating to the Bonds.

"Rating Category" or "Rating Categories" means one or more of the generic rating categories of a nationally recognized securities rating agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebate Fund" means the fund created by Section 5.08 hereof.

"Record Date" or "Regular Record Date" means (a) with respect to any Interest Payment Date when the Weekly Rate or the Monthly Rate is in effect, the Business Day next preceding that Interest Payment Date and (b) with respect to any Interest Payment Date when the Adjustable Rate or the Fixed Rate is in effect, the fifteenth day of the calendar month next preceding the month of that Interest Payment Date.

"Remarketing Agent" means The Northern Trust Company, and any successor to such position under the Remarketing Agreement.

"Remarketing Agreement" means the Remarketing Agreement dated as of the date of this Indenture between the Borrower and the Remarketing Agent and any successor to such agreement.

"Representation Letter" shall mean the Blanket Letter of Representations dated March 9, 1995, of the Issuer in the form attached hereto as *Exhibit B*.

"Revenues" means all revenues and receipts of the Issuer derived pursuant to the Loan Agreement, the Note or hereunder, including, but not limited to, loan payments, including prepayments, payments under the Credit Facility and the Liquidity Facility, recoveries of principal and investment earnings on Funds and Accounts (excluding the Rebate Fund) established by this Indenture.

"Special Record Date" means the date and time established by the Trustee for determination of which Registered Owners shall be entitled to receive overdue interest on the Bonds pursuant to Section 2.04(b)(iii).

"*State*" means the State of Illinois.

"*Substitute Liquidity Facility*" means any Liquidity Facility delivered to the Trustee in accordance with Section 2.12 hereof to replace the Liquidity Facility then in effect, and shall also include any confirming or standby Liquidity Facility supporting another Liquidity Facility.

"*Substitution Date*" means the effective date of the substitution of an Alternate Credit Facility or a Substitute Liquidity Facility pursuant to Section 2.12.

"*Tax Representation Certificate*" means collectively, the Certificate of the Issuer re: Arbitrage and the Tax Representation Certificate of the Borrower, each dated and delivered on the Closing Date.

"*Tender Agent*" means Cole Taylor Bank, an Illinois banking corporation, or any successor or successors to such position under this Indenture.

"*Tender Date*" means (a) in the case of Bonds tendered at the option of their Holders pursuant to Section 3.06 hereof, the date specified by the Holder, in the written notice delivered to the Tender Agent pursuant to Section 3.06 hereof, as the purchase date of the Bonds, which must be a Business Day occurring not prior to the seventh day after receipt by the Trustee of the written notice of tender, (b) in the case of Bonds tendered pursuant to Section 3.07(a) hereof, the Rate Conversion Date or (c) in the case of Bonds tendered pursuant to Sections 3.07(b) or (c), the date designated pursuant to such applicable Section.

"*Tender Fund*" means the fund by that name created pursuant to Section 3.15 hereof.

"*Trustee*" means Cole Taylor Bank, an Illinois banking corporation, and any qualified entity at the time serving as successor trustee hereunder.

"*Trust Estate*" means the property conveyed to the Trustee pursuant to the Granting Clauses of this Indenture.

"*Unassigned Rights*" means the Issuer's right to receive payment of certain fees and expenses under Section 4.02(d) of the Loan Agreement, its right to indemnification as provided under Section 6.07 of the Loan Agreement, and the rights of the Issuer to receive notices, certificates, requests, requisitions, directions and other communications thereunder.

"*Untendered Bonds*" has the same meaning as set forth in Section 3.11 hereof.

"*Weekly Rate*" means the interest rate per annum applicable during each Rate Period and determined and redetermined on a weekly basis as provided in Section 2.03(c) hereof.

"*Weekly Rate Period*" means the Rate Period during which the Bonds bear interest at a Weekly Rate.

ARTICLE II.

THE BONDS

Section 2.01. Authorized Amount of Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued is hereby expressly limited to \$ _____.

Section 2.02. Issuance of Bonds. The Bonds shall be designated "City of Chicago Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project), Series 2002," and shall mature on August 1, 2032. Each Bond shall be dated as of the date of authentication and delivery, shall be subject to prior redemption, shall be subject to purchase upon the terms and conditions hereinafter set forth, shall be issued as fully registered bonds without coupons in Authorized Denominations, and shall be numbered consecutively from R-1 upward.

Each Bond shall bear interest as provided in Section 2.04(b), payable on each Interest Payment Date. If interest on the Bonds shall be in default, Bonds issued in exchange for Bonds surrendered for transfer or exchange shall bear interest from the last date to which interest has been paid in full.

The principal of, premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, and such principal, premium, if any, and interest shall be payable at the Principal Office of the Paying Agent.

Section 2.03. Interest Rates on Bonds.

(a) *General.* The Bonds shall be originally issued bearing interest at the Weekly Rate. During the initial Rate Period (_____, 2002, through _____, 2002), the Weekly Rate shall be ___% per annum. Thereafter for subsequent Rate Periods, the Weekly Rate shall be determined as provided in Section 2.03(c) hereof. Anything herein to the contrary notwithstanding, interest on the Bonds shall not accrue at a rate per annum in excess of the Cap Rate. Purchased Bonds shall bear interest at the Purchased Bonds Rate.

The Bonds shall be dated and, interest on the Bonds shall accrue, from the Closing Date, and thereafter interest on the Bonds shall accrue from the Interest Payment Date next preceding the date of authentication, unless (i) authenticated prior to the first Interest Payment Date, in which event interest on such Bonds shall accrue from the

Closing Date, (ii) authenticated on an Interest Payment Date, in which event interest on such Bonds shall accrue from the date of authentication or (iii) authenticated after a Record Date and before the following Interest Payment Date, in which event interest on such Bonds shall accrue from the following Interest Payment Date. If, as shown by the records of the Trustee, interest on the Bonds is in default, interest on Bonds issued in exchange for Bonds surrendered for registration of transfer or exchange shall accrue from the date to which interest has been paid in full on the Bonds, or, if no interest has been paid on the Bonds, from the Closing Date. The amount of interest payable on the Bonds on each Interest Payment Date shall be the amount of interest accrued thereon from the preceding Interest Payment Date (or other date as described above) to, but not including, the Interest Payment Date on which interest is being paid.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, interest on the Bonds shall be computed on the basis of a 365-day year (366 during any calendar or fiscal year containing a February 29) for the actual number of days elapsed during such Rate Period. During any Rate Period when the Bonds bear interest at the Adjustable Rate or during any period when the Bonds bear interest at the Fixed Rate, interest on the Bonds shall be computed on the basis of a 360-day year, consisting of twelve 30-day months. All determinations of any Weekly Rate, any Monthly Rate, any Adjustable Rate or a Fixed Rate shall be rounded to the nearest 0.01% and shall be conclusive and binding upon the Issuer, the Trustee, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Holders and the Borrower. The Remarketing Agent and, in certain limited instances as provided in this Article, the Trustee, shall determine the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed Rate, but it shall be the duty of the Trustee to calculate the amount of interest payable for any period on the Bonds and due and owing to each Holder. Not later than the 10th day of each month the Trustee will provide the Borrower with a written notice of the interest rate(s) on the Bonds and the amount of interest accrued on the Bonds during the immediately preceding calendar month.

(b) Selection of Interest Rate Determination Method. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or at the conclusion of any Rate Period when the Bonds bear interest at the Adjustable Rate, the Borrower has the option (i) to select a new interest rate determination method for the Bonds (i.e., from the Weekly Rate to the Monthly Rate, the Adjustable Rate or the Fixed Rate; from the Monthly Rate to the Weekly Rate, the Adjustable Rate or the Fixed Rate; or from the Adjustable Rate to the Weekly Rate, the Monthly Rate or the Fixed Rate) or (ii) where the Bonds have, during the current Rate Period, been bearing interest at the Adjustable Rate, to select an Adjustable Rate with a Rate Period of the same or different length from the length of the current Rate Period; provided that, from and after such time as the Bonds bear interest at the Fixed Rate, the Borrower shall no longer have the option to select a different interest rate determination method for the Bonds.

The Borrower may exercise this option by written notice given to the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent. Such notice shall (i) state the Borrower's intention to select either a new interest rate determination method for the Bonds (specifically the choice of the Weekly Rate, the Monthly Rate, the Adjustable Rate or the Fixed Rate) or the Borrower's decision that the Bonds should continue to bear interest at the Adjustable Rate, (ii) specify the Rate Conversion Date, (iii) if the Borrower elects to continue the Adjustable Rate, the length of the Rate Period, (iv) state whether the Bonds will be rated, and if so what the rating will be and (v) describe the nature and terms of the Credit Facility, if any, which will secure payment of the Bond Service Charges on, and the Liquidity Facility, if any, which will provide for the Purchase Price of the Bonds under the proposed interest rate determination method, including the identity of the Credit Entity and Liquidity Entity, if any, or state that no Credit Facility or Liquidity Facility will be provided; provided that there shall be a Credit Facility and a Liquidity Facility in effect at all times when the Bonds bear interest pursuant to the Weekly Rate, the Monthly Rate or the Adjustable Rate, and at the election of the Borrower a Credit Facility may or may not be effective for the Fixed Rate. In addition, no Rate Period except the Fixed Rate shall extend past the expiration date of the applicable Credit Facility and Liquidity Facility.

No conversion to an Adjustable Rate or Fixed Rate shall be effective unless prior written notice of same is provided to the Rating Agencies, if any, then rating the Bonds, and the Credit Facility and Liquidity Facility have been increased to cover 195 days' interest at the Cap Rate or the Fixed Rate, as may be applicable, provided that upon prior written notice to such Rating Agencies, the Bonds may be converted to a Fixed Rate without a Credit Facility being in effect.

The aforesaid notice shall be given by the Borrower at least 45 days prior to the Rate Conversion Date. On or before the thirty-fifth day preceding the Rate Conversion Date, the Borrower will (i) furnish the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent with the form of an opinion of Bond Counsel, addressed to the Issuer, the Trustee and the Remarketing Agent and to be dated the Rate Conversion Date (together with such certificates, opinions, resolutions or such other material as Bond Counsel determines are necessary to render such opinion), stating that such redetermination of the method by which interest borne by the Bonds shall be calculated is permitted by, and has been conducted in accordance with, this Indenture and that such redetermination will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation and (ii) if the Bonds are to be secured by a Credit Facility and/or a Liquidity Facility, shall furnish the Issuer, the Trustee, the Credit Entity, the Liquidity Entity and the Remarketing Agent with written evidence that both the Credit Facility or any Substitute Credit Facility, and the Liquidity Facility or any Substitute Liquidity Facility, to be in effect on the Rate Conversion Date, have or will have as of the Rate Conversion Date a

stated expiration date that is not sooner than the earlier of the Maturity Date or one calendar year from the Rate Conversion Date together with a letter from at least one Rating Agency setting forth short-term and long-term ratings on the Bonds, as described in (iv) above.

In the event of a conversion to the Adjustable Rate or the Fixed Rate any Credit Facility or Liquidity Facility shall include coverage for payment of any premium pursuant to Section 3.01(a) or (b) hereof.

The redetermination of the method by which interest borne by the Bonds is to be calculated is a circumstance compelling a mandatory tender of Bonds pursuant to Section 3.07 hereof. The Trustee shall give Notice by Mail to the Holders of any such redetermination.

The foregoing notwithstanding, no redetermination of the method for determining the interest rate to be borne by the Bonds pursuant to the procedures set forth in this Section 2.03(b) shall be required at the conclusion of any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or the Adjustable Rate, but rather, absent the exercise by the Borrower of the option set forth in this Section, the Bonds shall continue to bear interest at the Weekly Rate, the Monthly Rate or the Adjustable Rate, as applicable. In addition, except as provided in the last sentence of this paragraph, no redetermination of the method for determining the interest rate to be borne by the Bonds shall occur if the conditions specified in this Section and in Section 3.07 hereof are not set for any reason on or prior to the Rate Conversion Date. Upon learning that a condition necessary to the redetermination of the method for determining the interest rate to be borne by the Bonds cannot or will not be met, the Issuer, the Borrower or the Remarketing Agent, as applicable, shall immediately notify the Trustee. Upon being so notified or upon itself so learning, the Trustee shall as soon as possible thereafter notify the Issuer, the Remarketing Agent, the Credit Entity, the Liquidity Entity and the Borrower that the proposed redetermination of the interest rate to be borne by the Bonds cannot be accomplished and the reasons for such failure. If the conditions to redetermination of the interest rate to be borne by the Bonds specified in this Section and in Section 3.07 hereof cannot or will not be met for any reason on or prior to the Rate Conversion Date, the Bonds will continue to bear interest in accordance with the rate determination method in effect immediately prior to the new Rate Conversion Date, and the Bonds, nevertheless, will be mandatorily tendered on the proposed Rate Conversion Date.

Except as otherwise expressly provided in this Section, all notices to persons other than Holders under this Section may be given by telephone, confirmed within one Business Day in writing.

(c) *Weekly Rate.* For all Weekly Rate Periods commencing with the second Weekly Rate Period, the Weekly Rate shall be determined in the following manner. At or before 2:00 p.m., Chicago time, on each Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Rate Period. Such interest rate shall be the lowest interest rate which, in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to 100% of the principal amount thereof. The interest rate so determined shall be effective on the next Rate Adjustment Date or, if the Rate Determination Date and the Rate Adjustment Date are the same day, then on such day.

If, for any reason, the Weekly Rate cannot at any time be established as provided in the preceding paragraph of this Section or is held invalid or unenforceable by a court of law, then the Weekly Rate for the immediately succeeding Rate Period shall be an interest rate equal to the Weekly Rate for the immediately preceding Rate Period, and thereafter the Weekly Rate shall be an interest rate equal to the BMA Municipal Index.

On each Rate Determination Date, the Remarketing Agent shall give the Trustee, the Borrower, the Credit Entity and the Liquidity Entity telephonic notice, promptly confirmed in writing, or notice by telecopy or facsimile, of the Weekly Rate determined by the Remarketing Agent on such date.

(d) *Monthly Rate.* For all Monthly Rate Periods, the Monthly Rate shall be determined in the following manner. At or before 2:00 p.m., Chicago time, on each Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Monthly Rate Period. Such interest rate shall be the lowest interest rate which in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to 100% of the principal amount thereof. The interest rate so determined shall be effective on the next Rate Adjustment Date.

If, for any reason, the Monthly Rate cannot at any time be established as provided in the preceding paragraph of this Section or is held invalid or unenforceable by a court of law, then the Monthly Rate for the immediately succeeding Rate Period shall be an interest rate equal to the Monthly Rate for the immediately preceding Rate Period, and thereafter the Monthly Rate shall be an interest rate equal to the BMA Municipal Index.

On each Rate Determination Date, the Remarketing Agent shall give the Trustee, the Borrower, the Credit Entity and the Liquidity Entity telephonic notice, promptly

confirmed in writing, or notice by facsimile, of the Monthly Rate determined by the Remarketing Agent on such date; provided that such telephone notice need not be given unless the Monthly Rate so determined is different from the Monthly Rate for the preceding Rate Period.

(e) **Adjustable Rate.** For all Adjustable Rate Periods, the Adjustable Rate shall be determined in the following manner. At or before 2:00 p.m., Chicago time, on each Rate Determination Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during the next Adjustable Rate Period. Such interest rate shall be that interest rate which, if borne by Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of the proposed Rate Period, prevailing financial conditions and the yields at which comparable securities are then being sold), equal (but not exceed) the lowest interest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to 100% of the principal amount thereof. No later than the first Business Day following the Rate Determination Date the Remarketing Agent shall notify the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower of the Adjustable Rate so determined.

(f) **Fixed Rate.** The Fixed Rate shall be determined in the following manner. At or before 2:00 p.m., Chicago time, on a day not earlier than 10 Business Days prior but no later than the Business Day prior to the Rate Conversion Date, the Remarketing Agent shall determine the interest rate which the Bonds shall bear during such Rate Period. Such interest rate shall be that interest rate which, if borne by the Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of time remaining until maturity, prevailing financial conditions and the yields at which comparable securities are then being sold), equal (but not exceed) the lowest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to 100% of the principal amount thereof. No later than the Business Day following the date the Fixed Rate is determined, the Remarketing Agent shall notify the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower of the Fixed Rate so determined.

Section 2.04. Manner of Payment for Bonds.

(a) The principal or redemption price of each Bond shall be payable upon surrender of such Bond at the Principal Office of the Trustee. Payments of principal or redemption price of the Bonds shall be payable in immediately available funds in the city where the Principal Office of the Trustee is located. Such payments shall be made to the Registered Owner of the Bond so surrendered, as shown on the registration books maintained by the Bond Registrar on the date of payment. The Holder of the Bonds in an aggregate principal amount of \$1,000,000 or more shall also have the right to have

payment of the principal of and premium on its Bonds to be made by wire transfer in accordance with, and by the procedures set forth in Section 2.04(b)(iv) hereof; provided that such Holder shall still be required to present and surrender its Bonds as provided in the first sentence of this Section before any payment of principal or premium (whether by wire transfer or otherwise) shall be made.

(b) Subject to the further provisions of this Section 2.04, each Bond shall bear interest and be payable as to interest as follows:

(i) Each Bond shall bear interest (at the applicable rate determined pursuant to Section 2.03) (A) from the date of authentication, if authenticated on the Closing Date or an Interest Payment Date to which interest has been paid or provided for, or (B) from the last preceding date to which interest has been paid or provided for (or the date of original issuance of the Bonds if no interest thereon has been paid) in all other cases.

(ii) Subject to the provisions of subparagraph (iii) below, the interest due on any Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the registration books kept by the Bond Registrar on the Regular Record Date.

(iii) If the available funds under this Indenture are insufficient on any Interest Payment Date to pay the interest then due, the Regular Record Date shall no longer be applicable with respect to the Bonds. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall immediately establish a special interest payment date for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Registered Owners entitled to such payments. Notice of each date so established shall be mailed by the Trustee to each Registered Owner at least 10 days prior to the Special Record Date, but not more than 30 days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Registered Owners, as shown on the registration books kept by the Bond Registrar as of the close of business on the Special Record Date.

(iv) All payments of interest on the Bonds shall be paid to the Registered Owners entitled thereto pursuant to Section 2.04(b)(ii) or (iii) above by the Trustee on the Interest Payment Date or special interest payment date, as applicable, by check or draft mailed by first class mail on the Interest Payment Date to the Registered Owners entitled thereto at such address appearing in the registration books of the Bond Registrar or at such other address as has been

furnished to the Trustee in writing by such Registered Owners. The foregoing notwithstanding, if a Holder of Bonds in an aggregate principal amount of \$1,000,000 or more shall have given the Trustee notice of the wire transfer address in the continental United States of such Holder at least one day prior to a Record Date, then, for all Interest Payment Dates thereafter until such notice is revoked or modified in writing given to the Trustee, payment of the interest on the Bonds of that Holder shall be made by the Trustee by wire transfer to the wire transfer address set forth in such notice.

Section 2.05. Execution; Limited Obligation. The Bonds will be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor or Comptroller or Chief Financial Officer or other designated officer and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, and may have impressed or imprinted thereon the official seal of the Issuer. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until the execution of such Bonds, are duly authorized or held the appropriate office of the Issuer, although on the date of the Bonds such persons were not so authorized or did not hold such offices.

The Bonds and the obligation to pay interest thereon and Purchase Price and redemption premiums with respect thereto do not and shall never constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision thereof, within the purview of any constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them, but shall be payable solely from the revenues and receipts derived from the Loan Agreement, the Note and the Credit Facility. No owner of the Bonds shall have the right to compel the exercise of the taxing power of the Issuer, the State or any political subdivision thereof to pay any principal installment of, redemption premium, if any, or interest on the Bonds.

No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or any obligation, covenant or agreement contained in this Indenture or the Loan Agreement against any past, present or future member, official, officer, agent or employee of the Issuer, or any official, member, officer, employee, director or trustee of any successor, as such, either directly or through the Issuer or any successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, member, officer, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture or the Agreement and the issuance of the Bonds.

Section 2.06. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication of such Bond shall have been duly executed by the manual signature of an authorized representative of the Trustee or the Tender Agent, and such executed certificate of the Trustee or the Tender Agent upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee or the Tender Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all the Bonds.

Section 2.07. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form set forth in Exhibit A hereto with such variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.08. Delivery of Bonds. Prior to the delivery by the Trustee of the Bonds, there shall be filed with the Trustee:

(a) Copies, duly certified by the City Clerk, of the Bond Ordinance adopted by the Issuer authorizing the issuance of the Bonds and the execution and delivery of this Indenture.

(b) A request and authorization to the Trustee on behalf of the Issuer and signed by the Authorized Issuer Representative to authenticate and deliver such Bonds to or upon the order of the Placement Agent upon payment to the Trustee, but for the account of the Issuer, of a sum specified in such request and authorization in the aggregate principal amount of the Bonds.

(c) An opinion of counsel to the Issuer acceptable to the Trustee stating to the effect that, in the opinion of such counsel, the Loan Agreement, the Bonds and this Indenture have been duly authorized and lawfully executed and delivered on behalf of the Issuer and, assuming the due authorization, execution and delivery by the other parties thereto, are valid and binding obligations of the Issuer and enforceable against the Issuer in accordance with the respective terms thereof, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and to the extent that the availability of the remedies of specific performance and injunction may be subject to the discretion of the court.

(d) Original duly executed counterparts of the Loan Agreement, the Credit Facility Agreement, the Note and this Indenture.

(e) The original Credit Facility.

(f) An opinion of counsel for the Borrower stating, in the opinion of such counsel, subject to the exceptions set forth therein acceptable to counsel for the Credit Entity and Bond Counsel, that the Credit Facility Agreement, the Placement Memorandum, the Remarketing Agreement, the Note and the Loan Agreement are valid and binding obligations of the Borrower enforceable against the Borrower in accordance with the respective terms thereof, except as the enforcement thereof may be affected or limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or limiting the rights of creditors generally, or general equitable principles, whether considered in a proceeding at law or in equity.

(g) A certificate of the Issuer, satisfactory to Bond Counsel, to the effect that on the basis of the facts, estimates and circumstances in existence on the date of such certificate, and based solely upon the unverified factual representations of the Borrower, it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code, as amended to the date of such certificate, and such certificate shall state that to the knowledge and belief of the officer signing such certificate, there are no other facts, estimates or circumstances that would materially change such expectation (in providing such certificate, the Issuer shall be entitled to rely upon factual matters contained in any similar certificate which shall be provided by the Borrower to the Issuer on or before the date of authentication of the Bonds).

(h) An opinion of counsel for the Credit Entity stating, in the opinion of such counsel, subject to the exceptions set forth therein acceptable to counsel for the Borrower and Bond Counsel, that the Credit Facility and Credit Facility Agreement are valid and binding obligations of the Credit Entity enforceable against the Credit Entity in accordance with their terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally, under the laws of the United States of America and the State of Illinois.

(i) An opinion of Bond Counsel stating that (i) there is lawful authority for the issuance and sale of the Bonds pursuant to the Constitution of the State and other applicable provisions of law and pursuant and subject to the provisions, terms and conditions of the Bond Ordinance and this Indenture, (ii) the Bond Ordinance has been duly adopted and is in full force and effect, (iii) the Bonds and this Indenture are valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws, judicial decisions or principles of equity

relating to or affecting the enforcement of creditors' rights or contractual obligations generally and (iv) the interest on the Bonds is excludable from gross income for Federal income tax purposes.

(j) Any other instruments, certificates, documents or opinions reasonably required by the Placement Agent, the Credit Entity or Bond Counsel.

When the documents required above shall have been filed with the Trustee and when such Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver such Bonds at one time to or upon the order of the Placement Agent, but only upon payment to the Trustee of the purchase price of such Bonds. The Trustee shall be entitled to rely upon such documents as to all matters stated therein.

Section 2.09. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, interest rate, maturity and denomination to that mutilated, lost, stolen or destroyed Bond, provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with an indemnity for the benefit of the Issuer, the Borrower and the Trustee, satisfactory to the Trustee. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof making such requirements as it deems fit for its protection including a lost instrument bond. The Issuer and the Trustee may charge the owner of such Bond with their fees and expenses in this connection.

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee, which is hereby constituted and appointed the Bond Registrar of the Issuer. Bonds may not be registered to bearer. Upon surrender for transfer of any Bond at the Principal Office of the Trustee (or the Tender Agent with respect to tendered Bonds), duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond for a like aggregate principal amount.

Fully registered Bonds may be exchanged at the Principal Office of the Trustee for a like aggregate principal amount of fully registered Bonds of other Authorized Denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the Issuer of any fully registered Bond in an Authorized Denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

The Issuer or the Trustee shall not be required to issue, register, transfer or exchange any Bond during the period beginning with the Record Date and ending on the next Interest Payment Date, nor during the period beginning 15 days before the mailing of notice of redemption of Bonds and ending on the redemption date, except Bonds for which a notice of optional tender has been received by the Tender Agent pursuant to Section 3.06 of this Indenture.

In each case the Trustee may require the payment by the Bondholder requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Notwithstanding anything to the contrary set forth above, while the Bonds are held in a book-entry only system, it shall be the duty of the Remarketing Agent to effect transfers and exchanges of beneficial interests in the Bonds in accordance with the foregoing provisions.

Section 2.11. Temporary Bonds. Until the definitive Bonds are prepared, the Issuer may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to exchangeability for Bonds, one or more temporary fully registered Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued in Authorized Denominations and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer shall promptly prepare and execute for exchange for surrender temporary Bonds, and deliver in exchange therefor, at the Principal Office of the Trustee, definitive Bonds of the same aggregate principal amount 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 issued pursuant to this Indenture. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

Section 2.12. Alternate Credit Facility and Substitute Liquidity Facility.

(a) The Borrower may, at any time not prohibited under any applicable Credit Facility Agreement or Liquidity Facility Agreement, deliver an Alternate Credit Facility or Substitute Liquidity Facility to replace the Credit Facility or Liquidity Facility, respectively, then in effect.

(b) While the Bonds bear interest at either the Adjustable Rate or the Fixed Rate, the Borrower may not deliver or cause to be delivered an Alternate Credit Facility or Substitute Liquidity Facility, unless the Trustee is furnished by the thirty-fifth day prior to the Substitution Date written evidence from each Rating Agency that the then current rating on the Bonds will not be reduced or withdrawn as a result of such replacement; provided that if the Bonds are not then rated, there shall be delivered to the Trustee by such thirty-fifth day written evidence that such Alternate Credit Facility or Substitute

Liquidity Facility shall be issued by an entity whose long and short term unsecured debt ratings are not less than such ratings of the Credit Entity or Liquidity Entity, respectively, whose Credit Facility or Liquidity Facility is being replaced.

(c) While the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Borrower may deliver or cause to be delivered a lower-rated Credit Facility or Liquidity Facility or a Credit Facility or Liquidity Facility issued by a Credit Entity which does not have its long and short term unsecured debt rated by a Rating Agency; provided that in either such event the Bonds will be subject to mandatory tender pursuant to Section 3.07(b)(ii) hereof. The Trustee shall send written notice to all Registered Owners not later than 30 days prior to the Substitution Date identifying the identity of the new Credit Entity or Liquidity Entity and identifying the form of the Alternate Credit Facility or Liquidity Facility, i.e., whether the Alternate Credit Facility or Substitute Liquidity Facility is a letter of credit, surety bond, guaranty or any other arrangement qualifying as an Alternate Credit Facility or Substitute Liquidity Facility, and what the ratings, if any, on the Bonds will be as a result of such substitution.

(d) Any Alternate Credit Facility or Substitute Liquidity Facility shall have terms in all respects material to the Bondholders the same as the initial Credit Facility and Liquidity Facility (except for the term and maximum interest rate set forth in such Credit Facility or Liquidity Facility, a change in number of days of interest required to be covered and any change in form of the Credit Facility or Liquidity Facility due to the substitution of a Credit Facility or Liquidity Facility which is not a direct pay letter of credit). Any Alternate Credit Facility or Substitute Liquidity Facility delivered to the Trustee must be accompanied by (i) an opinion of counsel selected by the Borrower stating that delivery of such Alternate Credit Facility or Substitute Liquidity Facility is authorized under this Indenture and complies with its terms, (ii) an opinion of counsel to the issuer or provider of such Alternate Credit Facility or Substitute Liquidity Facility stating that such Alternate Credit Facility or Substitute Liquidity Facility is a legal, valid, binding and enforceable obligation of such issuer or provider in accordance with its terms (subject only to usual exceptions relating to bankruptcy and similar matters), and in form and substance substantially identical to the opinion of counsel to the Credit Entity delivered on the Closing Date; (iii) an opinion of Bond Counsel to the effect that the delivery of the Alternate Credit Facility or Substitute Liquidity Facility will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and (iv) an opinion of counsel with national expertise in matters of Federal Bankruptcy law (selected by the Borrower and acceptable to the Issuer and the Trustee) to the effect that payments from the Alternate Credit Facility and Substitute Liquidity Facility do not constitute voidable preferences in the case of a bankruptcy by the Borrower, any insider of the Borrower or the Issuer, in form and substance substantially identical to the opinion on such subject or matter delivered on the Closing Date.

Section 2.13. Book Entry System.

(a) Except as provided in paragraphs (b), (c) and (f) below, the Holder of all of the Bonds shall be The Depository Trust Company ("DTC") and the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal, premium, if any, and interest on any Bond registered in the name of Cede & Co. shall be made by transfer of immediately available funds to the account of Cede & Co. at the address indicated for Cede & Co. in the registration books of the Issuer kept by the Bond Registrar.

(b) The Bonds shall be initially issued in the form of a separate single authenticated fully registered certificate in the principal amount of the Bonds. The Trustee, Tender Agent, Bond Registrar, Paying Agent, Remarketing Agent and Issuer may treat DTC (or its nominee) as the sole and exclusive Holder of the Bonds registered in its name for the purposes of payment of the principal, premium, if any, and interest on such Bonds, giving any notice permitted or required to be given to Bondholders under this Indenture, registering the transfer of such Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, except as provided in paragraphs (c) and (f) below and neither the Trustee, Paying Agent, Bond Registrar, Remarketing Agent nor Issuer shall be affected by any notice to the contrary. Neither the Trustee, the Paying Agent, Tender Agent, the Bond Registrar, the Remarketing Agent nor the Issuer shall have any responsibility or obligation to any of DTC's participants (each a "Participant"), any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant (each a "Beneficial Owner"), or any other person which is not shown on the registration books of the Bond Register as being a Registered Owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal, premium or interest on such Bonds, and notice which is permitted or required to be given to Bondholders under this Indenture or the Credit Facility; or any consent given or other action taken by DTC as Bondholders. The Trustee shall pay all principal, premium, if any, and interest on the Bonds registered in the name of Cede & Co. only to or upon the order of DTC (as that term is used in the Uniform Commercial Code as adopted in New York and the State), and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal, premium and interest on such Bonds to the extent of the sum or sums so paid. Except as otherwise provided in paragraphs (c) and (f) below, no person other than DTC shall receive an authenticated Bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on such Bonds pursuant to this Indenture. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Indenture with respect to transfers of Bonds, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) DTC may determine to discontinue providing its services with respect to any Bonds at any time by giving written notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor Book-Entry Depository), the Issuer, the Trustee, the Tender Agent and the Bond Registrar shall be obligated to issue, authenticate, register and deliver Bond certificates at the direction of DTC and its Participants as described in this Indenture. The Borrower shall pay costs in connection with the production of Bond certificates. If Bond certificates are issued, the provisions of this Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and interest on such certificates. Whenever DTC requests the Issuer and the Trustee to do so, the Issuer will direct the Trustee to cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing such Bonds to any Participant or (ii) to arrange for another Book Entry Depository to maintain custody of certificates evidencing such Bonds registered in the name of Cede & Co. Any successor Book-Entry Depository must be a clearing agency registered with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934 and must enter into an agreement with the Issuer and the Trustee agreeing to act as the depository and clearing agency for all Bonds (except as provided in paragraph (f) below). After such agreement has become effective, DTC shall present such Bonds for registration of transfer in accordance herewith, and the Bond Registrar shall register them in the name of the successor Book-Entry Depository or its nominee. If a successor Book-Entry Depository has not accepted such position before the effective date of DTC's termination of its services, the Book-Entry System shall automatically terminate and may not be reinstated without the consent of all Beneficial Owners of such Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal, premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, to DTC and all tenders for purchase and surrenders of such Bonds for payment shall be made as provided in the Representation Letter. Each of the Trustee, the Bond Registrar, the Paying Agent, the Tender Agent and the Remarketing Agent is hereby authorized and directed to comply with all terms of the Representation Letter.

(e) NEITHER THE ISSUER, CREDIT ENTITY, BOND REGISTRAR, PAYING AGENT, REMARKETING AGENT, THE TENDER AGENT, NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (i) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; (ii) THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OR

PURCHASE PRICE OF OR INTEREST ON ANY BONDS; (iii) THE DELIVERY BY DTC OR ANY PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS INDENTURE TO BE GIVEN TO BONDHOLDERS; OR (iv) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF ANY BONDS AS NOMINEE OF DTC, REFERENCES HEREIN TO SUCH BONDS OR REGISTERED OWNERS OF SUCH BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF SUCH BONDS NOR DTC PARTICIPANTS.

(f) The Issuer, at the direction of the Borrower, shall terminate the services of DTC with respect to the Bonds if the Issuer determines that: (i) DTC is unable to discharge its responsibilities with respect to the Bonds; or (ii) a continuation of the requirement that all of the outstanding Bonds be registered with the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the Beneficial Owners of the Bonds. If no substitute Book-Entry Depository is found by the Issuer or restricted registration is no longer in effect, Bond certificates will be delivered as described herein.

(g) Upon the termination of the services of DTC with respect to the Bonds pursuant to subsection (c) or (f) of this Section 2.13 after which no substitute Book-Entry Depository willing to undertake the function of DTC hereunder can be found which, in the opinion of the Issuer, is willing and able to understand such functions upon reasonable and customary terms, the Bonds shall no longer be restricted to being registered in the registration books kept by the Bond Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the persons transferring or exchanging such Bonds shall designate in accordance with the provisions hereof.

(h) A Beneficial Owner wishing to tender its Bonds for purchase when the Bonds are held in the book-entry system must do so through its Participant which, in turn, must give any required notice to the Remarketing Agent. Delivery of Bonds tendered or required to be tendered for purchase must be effected by a Beneficial Owner by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of Bonds in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records.

ARTICLE III**REDEMPTIONS AND TENDERS OF BONDS**

Section 3.01. Redemption. The Bonds shall be subject to redemption prior to maturity as follows:

(a) *Optional Redemption.* The Bonds are subject to optional redemption prior to their stated maturity date as follows:

(i) During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least 45 days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at a redemption price of 100% of the principal amount redeemed, plus accrued interest, if any, thereon to the redemption date.

(ii) During any Rate Period when the Bonds bear interest at the Adjustable Rate or at the Fixed Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least 45 days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest, if any, thereof to the redemption date as follows:

**Length of Adjustable Rate Period, or
Following Conversion to a Fixed Rate,
Years Remaining from Rate
Conversion Date
until the Maturity Date**

**Commencement of
Redemption Period**

Redemption Price

More than seven years

Fifth anniversary of Rate
Conversion Date

102%, declining by $\frac{1}{4}\%$ on each
succeeding anniversary of the fifth
anniversary of the Rate Conversion
Date until reaching 100%, and 100%
thereafter

More than four, but not more than seven
years

Third anniversary of Rate
Conversion Date

101 $\frac{1}{4}\%$, declining by $\frac{1}{4}\%$ on each
succeeding anniversary of the third
anniversary of the Rate Conversion
Date until reaching 100%, and 100%
thereafter

**Length of Adjustable Rate Period, or
Following Conversion to a Fixed Rate,
Years Remaining from Rate**

Conversion Date until the Maturity Date	Commencement of Redemption Period	Redemption Price
More than two, but not more than four years	Second anniversary of Rate Conversion Date	101%, declining by 1/8% on each succeeding anniversary of the second anniversary of the Rate Conversion Date until reaching 100%, and 100% thereafter
Two years or less	Non-callable	

The foregoing notwithstanding, (i) if the Bonds bear interest at the Adjustable Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first Business Day of a month, such anniversary shall be deemed to occur on the first Business Day of the month in which such anniversary falls and (ii) if the Bonds bear interest at the Fixed Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first calendar day of a month, such anniversary shall be deemed to occur on the first calendar day of the month in which such anniversary falls.

(b) Mandatory Redemption Upon Determination of Taxability. The Bonds are subject to mandatory redemption in whole on the earliest date after the required notice of redemption can be given following a Determination of Taxability but not less than 35 days following the Trustee's receipt of notice of such occurrence at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date. Notwithstanding anything in this Indenture to the contrary the Trustee shall give immediate written notice of the occurrence of a Determination of Taxability to the Issuer, the Bondholders of the affected Bonds, the Borrower, any Credit Entity and any Liquidity Entity. All of the Bonds outstanding on the redemption date selected shall be redeemed on that date, except that Bonds maturing prior to that date, but after the selection thereof, shall be retired on their maturity date at the same price as if they had been called for redemption on the redemption date. No other premium shall be payable in the event of a Determination of Taxability.

(c) Extraordinary Optional Redemption. During an Adjustable Rate Period or after interest on the Bonds has been converted to a Fixed Rate, at the option of the Borrower, with the consent of the Credit Entity, the Bonds shall be subject to redemption in whole and not in part prior to maturity, at a redemption price of 100% of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, upon receipt by the Trustee of a written certification of the Borrower fixing a redemption date (which date shall be at least 45 days but not more than 75 days after the date of the certification), and stating that one of the following events has occurred:

(i) The Project shall have been damaged or destroyed to such an extent that, in the opinion of the Borrower, (A) the required restoration and repair could not reasonably be expected to be completed within a period of three months after commencement of restoration or repair, (B) the Borrower is prevented or would likely be prevented from using the Project for its normal purposes for a period of three months or more or (C) the cost of restoration and repair would exceed 25% of the original cost of constructing the Project; or

(ii) title to the whole or any part of the Project or the use or possession thereof shall have been taken or condemned by a governmental authority to such an extent that, in the opinion of the Borrower, the Borrower is prevented from using the Project for its normal purposes for a period of three months or more; or

(iii) changes, which the Borrower cannot reasonably control or overcome, in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purposes contemplated by the Borrower shall have occurred, or technological or other changes shall have occurred which, in the opinion of the Borrower, render uneconomic for such purposes the continued operation of the Project; or

(iv) unreasonable burdens or excessive liabilities, in the opinion of the Borrower, shall have been imposed upon the Borrower with respect to the Project or the operation of the Project, including, but without being limited to, federal, state or other ad valorem, property, income or other taxes, other than such taxes as are currently imposed on the date of this Indenture, including, but without being limited to, ad valorem taxes imposed on the date of this Indenture upon privately owned property used for the same general purposes as the Project; or

(v) as a result of any changes in the Constitution or laws of the State or of the United States of America or of any legislative, executive or administrative action (whether state or federal), or of any final decree, judgment or order of any court or administrative body (whether state or federal), the obligations of the Borrower under the Loan Agreement shall have become, in the opinion of counsel to the Borrower, void, unenforceable or impracticable to perform, in each case in any material respect in accordance with the intent and purpose of the parties as expressed in the Loan Agreement or the Borrower shall be unable to use the Project for a period of three months or more.

(d) *Mandatory Redemption to the Extent of Excess Monies in the Project Fund.*
The Bonds are subject to mandatory redemption in the maximum principal amount of Authorized Denominations permitted by the balance of monies transferred to the Bond

Fund as described in (ii) below, and not otherwise necessary for the payment of principal of, premium, if any, or interest on the Bonds within the next 12 months. Such redemption shall occur on the first Interest Payment Date upon which proper notice of redemption can be given following (i) delivery by the Borrower of the Completion Certificate pursuant to Section 3.03(c) of the Loan Agreement and (ii) the transfer of excess monies, if any, from the Project Fund to the Bond Fund pursuant to Section 3.03(d) of the Loan Agreement. Such Bonds shall be redeemed at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date.

(e) *Eligible Funds.* Except for those amounts to be applied to redeem or pay Borrower Bonds, all amounts applied to effect the redemptions described in this Section 3.01 shall be Eligible Funds, unless the Bonds have been converted to a Fixed Rate without a Credit Facility being in effect in accordance with Section 2.03(b) hereof.

Section 3.02. Selection of Bonds to Be Redeemed. A redemption of Bonds shall be a redemption of the whole or of any part of the Bonds from any funds available for that purpose in accordance with the provisions of this Indenture, provided, that there shall be no partial redemption of any Bond which would result in the unredeemed portion not being of an Authorized Denomination. If less than all the Bonds shall be called for redemption under any provision of this Indenture permitting such partial redemption, the particular Bonds to be redeemed shall be selected first from Purchased Bonds, next from other Borrower Bonds and thereafter by the Trustee, in such manner as the Trustee in its discretion may deem fair and appropriate (except when the Bonds are held in the book-entry system, in which case the selection of Bonds to be redeemed will be made in accordance with the procedures established by DTC or any other applicable book-entry depository), in the principal amount designated to the Trustee by the Borrower or otherwise as required by this Indenture; provided, however, that the portion of any Bond to be redeemed shall be in an Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any such Bond is to be called for redemption, then, upon notice of intention to redeem such portion, the Registered Owner of such Bond upon surrender of such Bond to the Trustee for payments to such Registered Owner of the redemption price of the portion called for redemption shall be entitled to receive a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof, without charge therefor. If the Registered Owner of any such Bond of a denomination greater than the principal amount to be redeemed shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the portion of the principal amount called for redemption (and to that extent only).

Section 3.03. Procedure for Redemption.

(a) In the event any of the Bonds are called for redemption, the Trustee shall give notice, in the name of the Issuer, of the redemption of such Bonds, which notice shall (i) specify the Bonds (or portions thereof) to be redeemed, the redemption date, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the Principal Office of the Paying Agent, if any) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portion of the Bonds, so to be redeemed, (ii) state any condition to such redemption and (iii) state that on the redemption date, and upon the satisfaction of any such condition, the Bonds to be redeemed shall cease to bear interest, provided that Eligible Funds are available for such purpose on that date, and if, in the case of any optional redemption, Eligible Funds are not available on such date, the redemption shall be cancelled. Such notice may set forth any additional information relating to such redemption. Such Notice by Mail shall be given at least 30 days and not more than 60 days prior to the date fixed for redemption to the Holders of Bonds to be redeemed. Failure to duly give notice of redemption by mail to any particular Bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds for which notice has been properly given.

(b) Any Bonds and portions of Bonds which have been duly selected for redemption and which are deemed to be paid in accordance with Article VII hereof shall cease to bear interest on the specified redemption date.

(c) Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless there shall be a default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Upon surrender for any partial redemption of any Bonds, there shall be issued to the Registered Owner a new Bond or Bonds in the amount of the unredeemed principal in an Authorized Denomination. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued.

(d) In addition to the official notice of redemption, if the Bonds are not then held under a book-entry only system, further notice shall be given by the Trustee in the name of the Issuer as set out below; provided, however, that neither the failure to give any such notice nor any defect in any notice so given shall affect the sufficiency or validity of any proceedings for the redemption of the Bonds. Each further notice of redemption given hereunder shall contain the information required for an official notice of redemption plus: (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the

maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. Each further notice of redemption shall be sent at least 35 days before the redemption date by certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of the type comprising the Bonds (such depositories now being The Depository Trust Company of New York, New York, and Philadelphia Depository Trust Company of Philadelphia, Pennsylvania) and to one or more national information services, chosen in the discretion of the Trustee, that disseminate notice of redemption of obligations such as the Bonds.

(e) The Trustee shall at all reasonable times make available to any interested party complete information as to Bonds which have been redeemed or called for redemption.

Section 3.04. No Partial Redemption After Default. Anything in this Indenture to the contrary notwithstanding, if there shall have occurred and be continuing any Event of Default under this Indenture, there shall be no redemption of less than all of the Bonds at the time Outstanding.

Section 3.05. Payment of Redemption Price. For the redemption of any of the Bonds, the Issuer shall cause to be deposited with the Trustee, who shall deposit such amount in the Bond Fund an amount of Eligible Funds sufficient to pay the principal of, premium, if any, and interest to become due on such Bonds on the date fixed for such redemption. Any amount in the Bond Fund available on such redemption date for payment of the principal of and accrued interest and premium, if any, on the Bonds to be redeemed shall be credited against any amount required to be caused to be so deposited in the Bond Fund. If the Bonds have been converted to a Fixed Rate without a Credit Facility pursuant to Section 2.03(b) hereof, then amounts, which need not be Eligible Funds, shall be deposited with the Trustee to effect such redemption.

Section 3.06. Optional Tenders While Bonds Bear Interest at the Weekly Rate or Monthly Rate.

(a) **Purchase Date.** During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Registered Owners of Bonds may elect to have their Bonds (or portions thereof in Authorized Denominations; provided, however, that Bonds may not be tendered for purchase in part unless the principal amount not to be tendered for purchase is an Authorized Denomination) purchased at a Purchase Price equal to 100% of the principal amount of such Bonds (or portions), plus accrued interest, if any. Any such Bond may be tendered for purchase on the demand of the Registered Owner thereof at a Purchase Price payable in immediately available funds on any Business Day upon delivery of a written notice of tender, meeting the further requirements of subsection (b) below, to the Tender Agent or if the Bonds are held in a

book-entry only system, the Remarketing Agent, at their respective Principal Offices not later than 4:00 p.m., Chicago time, on a Business Day not fewer than seven days prior to the purchase date specified in such notice.

(b) *Notice of Optional Tender.* Each notice of optional tender:

(i) shall be delivered to the Tender Agent or the Remarketing Agent, as applicable, at their respective Principal Offices and be in form satisfactory to the Tender Agent and Remarketing Agent;

(ii) shall state in writing (A) the principal amount of the Bond or Bonds and the Bond number or numbers to which the notice relates, (B) that the Registered Owner irrevocably demands purchase of such Bond or Bonds or a specified portion thereof in an Authorized Denomination (provided, however, that Bonds may not be tendered for purchase in part unless the principal amount not to be tendered for purchase is an Authorized Denomination), (C) the date on which such Bond or Bonds or portion is to be purchased, (D) payment instructions with respect to the Purchase Price and (E) that the Bonds will be delivered to the Principal Office of the Tender Agent or Remarketing Agent, as applicable, on the purchase date; and

(iii) shall automatically constitute (A) an irrevocable offer to sell the Bond or Bonds (or portion thereof) to which the notice relates on the purchase date, at a price equal to the principal amount of such Bond or Bonds (or portion thereof) plus any interest thereon accrued and unpaid as of the purchase date, (B) an irrevocable authorization and instruction to the Tender Agent or Remarketing Agent, as applicable, to effect transfer of such Bond or Bonds (or portion thereof) upon payment of such price to the Tender Agent or Remarketing Agent, as applicable, on the purchase date, (C) an irrevocable authorization and instruction to the Tender Agent or Remarketing Agent, as applicable, to effect the exchange of the Bond or Bonds to be purchased in whole or in part for other Bonds in an equal aggregate principal amount so as to facilitate the sale of such Bond or Bonds (or portion thereof to be purchased) and (D) an acknowledgment that upon payment of such Purchase Price to the Tender Agent or Remarketing Agent, as applicable, on the purchase date, such Registered Owner will have no further rights with respect to such Bond or Bonds (or portion thereof) except for the right of such Registered Owner to receive such Purchase Price upon surrender of such Bond or Bonds to the Tender Agent or Remarketing Agent, as applicable, and that after the purchase date such Registered Owner will hold such undelivered Bond or Bonds as agent for the Tender Agent or Remarketing Agent, as applicable.

The determination of the Tender Agent or Remarketing Agent, as applicable, as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Remarketing Agent and the Registered Owner. The Tender Agent or Remarketing Agent, as applicable, may, in its sole discretion, waive irregularities in conforming tenders.

(c) *Bonds to be Remarketed.* Not later than 11:00 a.m., Chicago time, on the Business Day immediately following the date of receipt of any notice of tender, the Tender Agent shall notify the Trustee and the Remarketing Agent, by telephone promptly confirmed in writing or, in the event the Bonds are held in the book-entry only system, the Remarketing Agent shall notify the Trustee and the Tender Agent by telephone promptly confirmed in writing, of the principal amount of Bonds (or beneficial interests in the Bonds or portions thereof) to be purchased and the date of purchase.

(d) *Purchase of Tendered Bonds.*

(i) *Notices by Remarketing Agent.* At or before 3:00 p.m., Chicago time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, telegram, telecopy, or other similar communication to the Trustee, the Credit Entity and the Tender Agent (promptly confirmed in writing) of the principal amount of tendered Bonds which have been remarketed by that time and the principal amount of Bonds not remarketed. Such Bonds or beneficial interests in such Bonds which have not been remarketed shall be held by the Tender Agent and registered as provided in Section 3.14 hereof, until remarketed, except as otherwise instructed by the Credit Entity. At or before 3:00 p.m., Chicago time, on the Business Day prior to the purchase date to the extent known to the Remarketing Agent, the Remarketing Agent shall give notice to the Trustee and the Tender Agent by telephone (promptly confirmed in writing) of the principal amount of Bonds (or beneficial interests therein) remarketed, and the principal amount of Bonds not remarketed, if the Bonds are no longer held in a book-entry only system, names, addresses and taxpayer identification numbers of the purchasers and the denominations of Bonds to be delivered to each purchaser.

(ii) *Remarketing of Tendered Bonds.* Pursuant and subject to the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best effort to find purchasers for all Bonds (or beneficial interests therein) or portions thereof for which notice of optional tender has been received pursuant to Section 3.06(b) above. The Remarketing Agent shall provide notice (promptly confirmed in writing) to the Trustee and the Tender Agent of the amount of remarketing proceeds it has for the payment (and the amount not received) of the Purchase Price for tendered Bonds or beneficial interests therein (in exchange for

new registered Bonds) in immediately available funds at or before 8:00 a.m., Chicago time, on the purchase date. The Remarketing Agent shall provide for the payment of the Purchase Price of such tendered Bonds or beneficial interests therein by the purchasers thereof on each purchase date, or, if the Bonds are no longer held in a book-entry only system, the Remarketing Agent shall provide for such payment to the Tender Agent in immediately available funds at or before 10:00 a.m. Chicago time, on each purchase date, and shall provide the Tender Agent with the applicable Federal Funds wire transfer number as soon as possible after initiating such transfer and the Tender Agent shall make such payment with respect to the tendered Bonds. Notwithstanding the foregoing, the Remarketing Agent shall not sell any Bond (or beneficial interest therein) as to which a notice of conversion of interest rate or notice of redemption has been given by the Trustee unless the Remarketing Agent has advised the party to whom the sale is made of the proposed conversion.

(iii) *Sources of Payment—Required Draws on Liquidity Facility.* The Purchase Price of tendered Bonds will be paid by the Tender Agent or the Remarketing Agent, as applicable, from the following sources of funds and in the following order of priority:

FIRST, proceeds of the remarketing of Bonds (or beneficial interests therein) to persons other than the Issuer, the Borrower or any affiliate of any of them; and

SECOND, monies drawn under the terms of the Liquidity Facility for payment of such Purchase Price; and

THIRD, monies furnished by the Borrower pursuant to the Loan Agreement.

Prior to 8:30 a.m., Chicago time, on the date fixed for purchase, the Trustee shall make a demand under the Liquidity Facility in accordance with its terms (and shall also give notice of such demand to the Borrower by telephone, telecopy or other similar communication) for the total Purchase Price of tendered Bonds (or beneficial interests therein) as to which the Remarketing Agent does not have funds on hand as indicated in its notice to the Trustee and the Tender Agent and directing, or making, payment of the amount demanded to the Tender Agent or Remarketing Agent, as applicable. Following such demand the Liquidity Entity shall, at or before 12:15 p.m., Chicago time, on the date fixed for purchase honor its obligations with respect to providing an amount sufficient to pay the Purchase Price of all such Bonds (or beneficial interests therein) tendered or purchased on such date. All monies drawn by the Trustee under this Section

shall be deposited on or before 1:00 p.m., Chicago time, on the date fixed for purchase with the Tender Agent or Remarketing Agent, as applicable, and shall be deposited by the Tender Agent or Remarketing Agent, as applicable, in the Tender Fund to be used solely for the payment of the Purchase Price of tendered Bonds (or beneficial interests therein) and shall not be commingled with other funds held by the Tender Agent or Remarketing Agent, as applicable, and shall not be invested.

(iv) *Payments by the Tender Agent.* At or before 1:30 p.m., Chicago time, on the date set for purchase of tendered Bonds (or beneficial interests therein) and upon receipt by the Tender Agent or Remarketing Agent, as applicable, of 100% of the aggregate Purchase Price of the tendered Bonds or beneficial interests therein, the Tender Agent or Remarketing Agent, as applicable, shall pay the Purchase Price of such Bonds (or beneficial interests therein) to the Registered Owners or beneficial owners thereof at its Principal Office or, upon request of a Registered Owner or beneficial owner meeting the requirements set forth in Sections 2.04(a) and 2.04(b)(iv) hereof, by bank wire transfer. Such payments shall be made in immediately available funds. If the Tender Agent or Remarketing Agent, as applicable, receives Eligible Funds in an amount of more than 100% of the aggregate Purchase Price of tendered Bonds (or beneficial interests therein), it shall return any monies drawn on the Liquidity Facility which are not needed for the payment of such Purchase Price to the Liquidity Entity on or before 1:30 p.m. Chicago time on the purchase date. As provided in Section 3.08 hereof, if sufficient funds are not available for the purchase of all tendered Bonds (or beneficial interests therein), no purchase shall be consummated.

(v) *Registration and Delivery of Tendered or Purchased Bonds.* In the event the Bonds are no longer held in a book-entry only system, on the date of purchase, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased on any purchase date as follows: (A) Bonds remarketed by the Remarketing Agent for which the Tender Agent shall have received the Purchase Price shall be registered and made available to the Remarketing Agent by 1:15 p.m., Chicago time, in accordance with the instructions of the Remarketing Agent; and (B) Bonds purchased with amounts provided by the Liquidity Entity shall be registered as provided in Section 3.14 hereof.

(vi) *Delivery of Bonds.* In the event the Bonds are no longer held in a book-entry only system, all Bonds to be purchased on any date shall be required to be delivered to the Principal Office of the Tender Agent on the date specified in the optional tender notice delivered pursuant to Section 3.06(a) hereof. Each

Bondholder of any Bonds which are to be so tendered as described above in Section 3.06(a) shall be entitled to receive the Purchase Price of such Bonds by delivery of such Bonds to the Tender Agent, provided that, in order to receive payment on the date on which such Bonds are to be purchased, such delivery must be made at any time prior to 1:30 p.m., Chicago time, on the date on which such Bond must be delivered. Owners of such Bonds delivered at any time after 1:30 p.m., Chicago time, on such date shall not be entitled to receive payment until the Business Day next following the date of delivery of the Bonds.

(vii) *Bonds Tendered After Call for Redemption.* Any Bond (or beneficial interests therein) tendered after a call for redemption, but before the applicable redemption date, shall be purchased pursuant to the tender. If such Bond (or beneficial interests therein) has been selected for redemption and is remarketed prior to the redemption date, the replacement Bond (or beneficial interests therein) issued upon such remarketing shall be redeemed on the redemption date.

(viii) *Monies Uninvested.* Monies held by the Tender Agent or Remarketing Agent, as applicable, to pay the Purchase Price of Bonds may not be invested while so held.

The following two paragraphs apply in the event that the Bonds are no longer held in a book-entry only system:

If the Registered Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the date specified above, and if the Tender Agent is in receipt of Eligible Funds in an amount equal to the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and ownership of such Bond (or portion thereof) shall be transferred to the purchaser thereof as provided in subsection (d)(v) above. Any Registered Owner who fails to deliver such Bond for purchase shall have no further rights thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any tendered Bonds which have not been delivered to it, promptly notify the Remarketing Agent and the Bond Registrar of such nondelivery, and the Bond Registrar shall place a stop transfer against an appropriate amount of Bonds registered in the name of such Registered Owner(s) on the Bond registration books. The Bond Registrar shall place such stop(s) commencing with the lowest serial number Bond registered in the name of such Registered Owner(s) until stop transfers have been placed against an appropriate amount of Bonds until the appropriate tendered Bonds are delivered to the Tender Agent. Upon such delivery, the Tender Agent shall notify the Bond Registrar, and the Bond Registrar shall make any necessary adjustments to the Bond registration books.

Tendered Bonds must be physically delivered by their owners properly endorsed for transfer. Each Bond must be accompanied by an instrument of transfer satisfactory to the Tender Agent executed in blank by the Registered Owner and with the signature of such Registered Owner guaranteed by a bank, trust company or member firm of the New York Stock Exchange. The Tender Agent may refuse to accept delivery of any Bond for which a proper instrument of transfer has not been provided.

Section 3.07. Mandatory Tender Upon Rate Conversion Date; Expiration or Substitution of Credit Facility or Liquidity Facility; and Default under Credit Facility Agreement or Liquidity Facility Agreement.

(a) *Mandatory Tender on Rate Conversion Date.* On any Rate Conversion Date pursuant to Section 2.03 hereof, Bonds are subject to mandatory tender for purchase at the Purchase Price.

At least 30 days prior to a Rate Conversion Date, the Trustee shall give notice of the Tender Date (i) to the Holders and (ii) the Remarketing Agent; provided that failure to receive notice of a mandatory tender, or any defect in that notice, as to any Bond (or any other beneficial interests therein) shall not affect the validity of the proceedings for the mandatory tender of that Bond (or any beneficial interests therein) or any other Bond (or any other beneficial interests therein). All notices to Holders under this Section shall be given by mail. All notices to persons other than Holders pursuant to this Section may be given by overnight delivery service or as otherwise provided in Section 12.04 hereof.

The notice of mandatory tender pursuant to this Section shall state (i) the Borrower's decision to request a redetermination of the interest rate applicable to the Bonds as provided in Section 2.03 hereof and that such decision requires the Holders (or Beneficial Owners) to tender Bonds (or beneficial interests therein) for purchase pursuant to this Section, (ii) the Tender Date and the procedures set forth in this Section for making a mandatory tender of Bonds (or beneficial interests therein), (iii) the right of Holders of \$1,000,000 or more in aggregate principal amount of Bonds (or beneficial interests therein) to request payment of the Purchase Price by wire transfer in the continental United States and that, in order to exercise this right, written wire transfer instructions must be given to the Trustee at least one Business Day prior to the Tender Date, (iv) if the Bonds are no longer held in the book-entry only system, that no payment of the Purchase Price shall be made to any Holder until it makes physical delivery of its Bonds to the Trustee, (v) if the Bonds are no longer held in a book-entry only system, that if a Holder does not make physical delivery of its Bonds, such Bonds will be deemed tendered and such Holder will be entitled to no payment (including interest to accrue subsequent to that Tender Date) other than the Purchase Price for such Bonds upon surrender of such Bonds to the Trustee and (vi) that if the conditions to redetermination

of the interest rate to be borne by the Bonds cannot or will not be met for any reason on such Tender Date, the Bonds will continue to bear interest based on the same rate determination method as in effect immediately preceding the proposed Rate Conversion Date, unless the Credit Facility or Substitute Credit Facility shall have expired or shall have not been delivered, in which case the Bonds (or beneficial interests therein) shall be mandatorily tendered.

(b) *Mandatory Tender Upon Expiration or Substitution of Credit Facility or Liquidity Facility.* Bonds (or beneficial interests therein) shall be subject to mandatory tender for purchase as follows:

(i) The Bonds (or beneficial interests therein) are subject to mandatory tender on the third Business Day preceding each Expiration Date if the Borrower has not delivered to the Trustee by the thirty-fifth day prior to the Expiration Date (i) a written copy of an extension of the Expiration Date of the Credit Facility or Liquidity Facility, as the case may be, or (ii) an Alternate Credit Facility or Substitute Liquidity Facility, as the case may be, as described in Section 2.12(b) or (c), as applicable. Such mandatory tender shall be at a Purchase Price equal to the principal amount thereof plus accrued interest, if any. No draw on an Alternate Credit Facility or Substitute Liquidity Facility delivered as provided above shall be made prior to the termination of the Credit Facility or Liquidity Facility which it is to replace.

(ii) The Bonds (or beneficial interests therein) are subject to mandatory tender on each Substitution Date occurring while the Bonds are in a Weekly Rate Period or a Monthly Rate Period (subject to the right of the owners thereof to retain such Bonds as provided in Section 3.07(f) below). Such mandatory tender shall be at a Purchase Price equal to the principal amount thereof plus accrued interest, if any.

(iii) In the event the Borrower has not delivered the items required under (i) above (and Section 2.12 in the case of an Alternate Credit Facility or Substitute Liquidity Facility) not less than 35 days prior to said Expiration Date or Substitution Date, as the case may be, the Trustee shall give a notice of mandatory tender to each Registered Owner not later than the thirtieth day prior to said Expiration Date or Substitution Date which shall state the Tender Date and payment instructions with respect to the Purchase Price. No action taken by the Borrower (or at the Borrower's direction) subsequent to the 35-day period shall negate the mandatory tender as provided herein.

(c) *Mandatory Tender Upon Default by Borrower Under Credit Facility Agreement or Liquidity Facility Agreement.* Upon (i) the written direction of the Credit

Entity stating that the Bonds (or beneficial interests therein) shall be subject to mandatory tender because there has been an Event of Default under the Credit Facility Agreement or (ii) the written direction of the Liquidity Entity stating that the Bonds (or beneficial interests therein) shall be subject to mandatory tender because there has been an Event of Default under the Liquidity Facility Agreement, the Bonds (or beneficial interests therein) shall be subject to mandatory tender on the Tender Date described in the next sentence at a Purchase Price equal to 100% of the principal amount thereof, plus accrued interest to such Tender Date. The Trustee shall promptly send written notice to all Registered Owners that the Bonds (or beneficial interests therein) will be subject to mandatory tender on a date selected by the Trustee not more than 10 days or less than five days after the date of such notice to the Trustee.

(d) **Remarketing of Tendered Bonds.** In accordance with the terms of the Remarketing Agreement, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for Bonds (or beneficial interests therein) tendered or deemed tendered under this Section 3.07, except for Bonds tendered pursuant to Section 3.07(b)(i) or 3.07(c) and except as provided in Section 3.10. In the event of a conversion of interest on the Bonds to the Adjustable Rate or to a Fixed Rate, in no event shall the Remarketing Agent sell any such Bond (or beneficial interests therein) to any party, unless the Remarketing Agent has advised such party that after the Rate Conversion Date, the Bonds (or beneficial interests therein) will not be subject to tender at the option of the Registered Owner. The Tender Agent shall hold such funds for the purchase of such tendered Bonds (or beneficial interests therein) pursuant to Section 3.06(d)(iii) hereof. Pending payment of such funds as aforesaid, the Tender Agent shall hold such funds uninvested.

(e) **Purchase of Tendered Bonds.** The provisions of Section 3.06(c) and (d) shall apply to tenders pursuant to this Section 3.07.

(f) **Waiver of Mandatory Purchase in Connection with Delivery of Substitute Credit Facility or Substitute Liquidity Facility.** Upon and in connection with a mandatory purchase upon replacement of any Credit Facility or Liquidity Facility with an Alternate Credit Facility or Substitute Liquidity Facility as described in Section 3.07(b)(ii), an owner may direct the Tender Agent or Remarketing Agent, as applicable, not to purchase all or a portion (in an Authorized Denomination) of any Bonds held by such owner by delivery to the Tender Agent or the Remarketing Agent, as applicable, at their respective addresses on or before the seventh day preceding the date fixed for such purchase an instrument or instruments in writing executed by such owner (i) specifying the numbers and denominations of Bonds held by such owner, (ii) acknowledging receipt of notice of the matters set forth in Section 2.12 hereof, including the fact that the rating on the Bonds may be reduced or withdrawn and (iii) directing the Tender Agent or Remarketing Agent, as applicable not to purchase such

Bonds or portions thereof; provided, however, that an owner who makes such a direction must continue to own such Bonds at least through the date fixed for such purchase.

Any instrument delivered to the Tender Agent or the Remarketing Agent in accordance with this Section shall be irrevocable with respect to the purchase for which such instrument was delivered and shall be binding upon subsequent owners of the Bonds, including Bond issued in exchange therefor or upon the registration of transfer thereof, but such instrument shall have no effect upon any subsequent purchase of Bonds.

Section 3.08. Inadequate Funds for Tenders. If the funds available for purchases of Bonds (or beneficial interests therein) pursuant to this Article III are inadequate for the purchase of all Bonds (or beneficial interests therein) tendered on any purchase date, the Tender Agent shall: (a) return all tendered Bonds (or beneficial interests therein) to the Registered Owners or beneficial owners thereof; (b) return all monies received for the purchase of such Bonds (or beneficial interests therein) to the parties providing such monies; and (c) notify the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Borrower and the Trustee of the return of such Bonds (or beneficial interests therein) and monies and the failure to make payment for tendered Bonds (or beneficial interests therein).

Section 3.09. Duties of the Tender Agent. The Tender Agent agrees that it shall:

(a) in the event the Bonds are no longer held in book-entry only form, hold all Bonds delivered to it pursuant to Sections 3.06 or 3.07 hereof in trust solely for the benefit of the respective Bondholders which shall have so delivered such Bonds until monies representing the Purchase Price of such Bonds shall have been delivered to or for the account of or to the order of such Bondholders; and

(b) hold all monies delivered to it pursuant to Sections 3.06 and 3.07 for the purchase of Bonds in trust solely for the benefit of the party which shall have so delivered such monies until the purchase date; and on and after the purchase date, the Tender Agent shall hold all such monies in trust solely for the benefit of the respective owners of the Bonds so purchased until the Tender Agent shall have paid the Purchase Price with respect to such Bonds (or beneficial interests therein) to such owners; provided, that if any monies remain after the payment in full of the Purchase Price of all Bonds (or beneficial interests therein) tendered for purchase pursuant to Sections 3.06 and 3.07 hereof, such monies shall be held in trust for the benefit of the Borrower, to be applied in accordance with Article V hereof.

Section 3.10. Duties of the Remarketing Agent. The Remarketing Agent shall perform the duties set out in this Article III and the Remarketing Agreement. Notwithstanding any other provisions herein to the contrary, the Remarketing Agent shall be under no obligation to remarket Bonds if an Event of Default has occurred and is continuing hereunder, and the

Remarketing Agent shall not sell any Bond in such circumstances unless the Remarketing Agent has advised the party to whom the sale is made of the Event of Default. The Remarketing Agent also agrees to comply with the provisions of Section 3.09(b) above if Bonds are held in a book-entry only system.

Section 3.11. Untendered Bonds. Bonds which are not presented for payment on the purchase date due to acceleration or otherwise or due to an optional or mandatory tender, will nonetheless be deemed purchased on such date. Accrued interest payable to the date of purchase of Bonds (or beneficial interests therein) tendered pursuant to Section 3.06 or 3.07, or portions thereof, purchased as provided above will be paid to the Holder as of the Record Date next preceding the date of purchase of such Bonds (or beneficial interests therein) or portions thereof in the same manner as if such Bonds (or beneficial interests therein) or portions thereof were not purchased. Such Bonds (or beneficial interests therein) or such portions thereof will be deemed "Untendered Bonds." Promptly after the date required for purchase, the Tender Agent, or Remarketing Agent, as applicable, will mail a notice to each Holder of an Untendered Bonds, which notice will state that interest on such Untendered Bond ceased to accrue on such date referred to above, and that monies representing the Purchase Price for such Untendered Bond (less any accrued interest paid to such Holder pursuant to the terms of the Bonds) are available against surrender thereof at the Principal Office of the Tender Agent, or Remarketing Agent, as applicable. The Tender Agent, or Remarketing Agent, as applicable, will hold such monies, without liability for interest thereon, in trust in the Tender Fund for the benefit of such Holder, who will thereafter be restricted exclusively to such monies for any claim of whatever nature under the Indenture or on, or with respect to, such Untendered Bond. Any monies so deposited with and held by the Tender Agent, or Remarketing Agent, as applicable, and not so applied to the payment of such Untendered Bonds within two years after such date referred to above will be paid by the Tender Agent, or Remarketing Agent, as applicable, to the Borrower (provided, however, that if the Borrower then owes any amounts to the Credit Entity and/or Liquidity Entity (as certified in writing by either or both of them to the Tender Agent, or Remarketing Agent, as applicable), the Tender Agent, or Remarketing Agent, as applicable, shall pay such monies first to the Credit Entity, then to the Liquidity Entity (in each case to the extent of monies owed to them) and the balance, if any, to the Borrower, and thereafter the former Holders will be entitled to look only to the Borrower for payment and then only to the extent of the amount so repaid.

Section 3.12. Cancellation. All Bonds which have been redeemed shall be canceled and destroyed by the Trustee as provided in Section 5.03 hereof.

Section 3.13. Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered (with due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and the Trustee duly executed in blank by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of any Authorized Denomination or Denominations as requested by such Holder, and in

an aggregate principal amount equal to the unredeemed portion of the principal of the Bonds surrendered.

Section 3.14. Holding and Purchase of Purchased Bonds.

(a) Purchased Bonds (or beneficial interests therein) purchased pursuant to Section 3.06 or Section 3.07 hereof with monies provided under the Liquidity Facility shall be registered in the name of the Borrower or, at the option of the Credit Entity, in the name of the Credit Entity or its designee, shall be held by the Trustee in trust for the benefit of the Credit Entity, and shall not be transferred or exchanged by the Trustee until the Trustee has received from the Credit Entity notice by telephone (promptly confirmed in writing) or in writing or by telecopy, that the Credit Entity has been reimbursed (either by the Borrower or pursuant to a remarketing of the Bonds (or beneficial interests therein) by the Remarketing Agent) for the amounts disbursed under the Liquidity Facility to pay the Purchase Price of such Bonds (or beneficial interests therein), and that, if not already reinstated, the commitment of the Liquidity Facility to purchase such Bonds (or beneficial interests therein) has been reinstated in the amount of the aggregate principal amount of such Bonds (or beneficial interests therein) plus the amount originally provided by the Liquidity Facility to pay the portion of the Purchase Price equal to the accrued interest, if any, on such Bonds (or beneficial interests therein). In such event, the Trustee shall then release such Bonds (or beneficial interests therein), and register the transfer of such Bonds (or beneficial interests therein) in the name or names of the Borrower or the new Registered Owners thereof as shall be provided by the Remarketing Agent by notice, as the case may be. Unless otherwise directed in writing by the Credit Entity, proceeds of the remarketing of such Purchased Bonds (or beneficial interests therein) shall be paid to the Credit Entity.

(b) Purchased Bonds (or beneficial interests therein) purchased pursuant to Section 3.06 or 3.07 hereof with proceeds of a drawing under the Credit Facility shall be registered in the name of the Borrower, or, at the option of the Credit Entity, in the name of the Credit Entity or its designee, shall be held by the Trustee in trust for the benefit of the Credit Entity and shall not be transferred or exchanged by the Trustee until the Trustee has received from the Credit Entity notice by telephone (promptly confirmed in writing) or in writing or by telecopy, that the Credit Entity has been reimbursed (either by the Borrower or pursuant to a remarketing of the Bonds (or beneficial interests therein) by the Remarketing Agent) for the drawing or portion of the drawing made under the Credit Facility to pay the Purchase Price of such Bonds (or beneficial interests therein), and that the Credit Facility has been reinstated in the amount of the aggregate principal amount of such Bonds (or beneficial interests therein) plus the amount originally drawn under the Credit Facility, if not already reinstated, to pay the portion of the Purchase Price equal to the accrued interest, if any, on such Bonds (or beneficial interests therein);

and in such event, the Trustee shall then release such Bonds (or beneficial interests therein), and register the transfer of such Bonds in the name or names of the new Registered Owners thereof as shall be provided by the Remarketing Agent by notice. Unless otherwise directed in writing by the Credit Entity, proceeds of the remarketing of such Purchased Bonds (or beneficial interests therein) shall be paid to the Credit Entity.

Section 3.15. Tender Fund. In connection with the tender of any Bonds (or beneficial interests therein) hereunder, it shall be the duty of the Tender Agent or, if the Bonds are held in a book-entry only system, the Remarketing Agent, to hold the monies received by the Tender Agent or Remarketing Agent pursuant to Section 3.06 or 3.07 in accordance with the provisions of this Article, without liability for interest thereon, for the benefit of the former Holder of any Untendered Bond, who shall thereafter be restricted exclusively to such monies for any claim of whatever nature on its part under this Indenture on, or with respect to, such Untendered Bond. Such monies shall be held in a separate and segregated fund by the Tender Agent or Remarketing Agent designated the "Tender Fund" and shall not be invested, and the Tender Agent or Remarketing Agent shall not be liable to the Issuer or the Borrower for any interest thereon, and any monies shall be held and applied as provided in Section 3.11 hereof.

The Trustee agrees that it will not furnish to the Tender Agent or Remarketing Agent any of the funds that are placed in the Tender Fund created under this Indenture and that no such funds shall be furnished by the Borrower or the Issuer, except as specifically authorized by this Indenture, and nothing herein shall be construed to permit the Tender Agent or the Remarketing Agent to accept funds of the Issuer or of the Borrower for the purpose of purchasing Tendered Bonds, except as specifically authorized by this Indenture. Neither the Borrower nor the Issuer shall have any interest in, or ability to withdraw funds from, the Tender Fund, and monies in the Tender Fund shall be used in accordance with this Indenture solely for the payment of the Purchase Price of Bonds tendered or deemed tendered to the Tender Agent, Remarketing Agent or Trustee for purchase.

Section 3.16. Book-Entry Only System; Redemptions; Tender of Bonds. The Issuer and Trustee acknowledge and agree that, while the Bonds are in the book-entry only system, references in this Article III regarding Bonds should be read, where applicable, to include beneficial interests therein and Bondholders or Registered Owners should be read to include Participants and/or Beneficial Owners, but (a) all rights of ownership must be exercised through DTC and the book-entry only system and (b) all notices that are to be given to Bondholders or Registered Owners will be given only to DTC, all pursuant to the terms and conditions of the Representation Letter.

ARTICLE IV.

GENERAL COVENANTS

Section 4.01. Payment of Principal and Interest. The Issuer covenants that it will

promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner, provided herein and in each said Bond according to the true intent and meaning thereof, but solely from the revenues and receipts and other amounts pledged for payment of the Bonds which are from time to time held by the Trustee in the Bond Fund. The principal of and interest and premium, if any, on the Bonds are payable solely from the revenues and receipts and other amounts due pursuant to the Loan Agreement (except to the extent paid out of monies attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and from draws on the Credit Facility (and with respect to the Purchase Price of tendered Bonds, the Liquidity Facility) and nothing in the Bonds or in this Indenture shall be construed as pledging any other funds or assets of the Issuer or the Borrower.

The Bonds are limited obligations of the Issuer, payable solely from revenues and receipts to be paid by the Borrower under the Loan Agreement and the Note and amounts credited to such payment under the terms of this Indenture, including amounts paid by the Credit Entity pursuant to the Credit Facility, and are secured under this Indenture by an assignment to the Trustee of the Loan Agreement and the Note and all revenues and receipts payable by the Borrower thereunder.

Neither the Issuer, the State nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, redemption premium, if any, or interest on any of the Bonds or for the performance of any pledge, obligation, or agreement undertaken by the Issuer except to the extent that monies pledged herein are sufficient therefor.

No officer, agent or employee of the Issuer shall be individually or personally liable for any payment on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.02. Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State including particularly and without limitation, the Bond Ordinance, to issue the Bonds authorized hereby and to execute this Indenture, and to pledge its right in the revenues and receipts due pursuant to the Loan Agreement and the Note (other than Unassigned Rights), and other amounts pledged hereunder and to assign its rights in the Loan Agreement (other than the Unassigned Rights), that all action on its part for the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof and hereof.

Section 4.03. Instruments of Further Assurance. The Issuer agrees that the Trustee may defend its rights to the payments and other amounts due under the Loan Agreement and the Note for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver, such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned and the amounts pledged to the payment of the principal of, premium, if any, and interest on the Bonds. The Issuer covenants and agrees that, except as herein provided, it will not sell, convey, assign, pledge, encumber or otherwise dispose of any part of the revenues and receipts payable under the Loan Agreement, or its rights thereunder.

Section 4.04. Recording and Filing. The Trustee will take all actions, solely at the request and at the expense of the Borrower, necessary to facilitate the filing and recording by the Borrower of all continuations of financing statement related to this Indenture, the Loan Agreement, and all supplements thereto, in such manner and in such places as may from time to time be required by law in order to preserve and protect fully the security of the owners of the Bonds and the rights of the Trustee hereunder.

Section 4.05. Inspection of Project Books. Any books and records which may be in Issuer's possession relating to the Project and the payments and other amounts due pursuant to the Loan Agreement shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee or the Borrower may from time to time designate.

Section 4.06. List of Bondholders. The Trustee will keep on file a list of names and addresses of the owners of all Bonds as from time to time registered on the registration books of the Issuer maintained by the Trustee as Bond Registrar, together with the principal amount and numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said lists other than to accurately record the information furnished it. At reasonable times and under reasonable requirements established by the Trustee, said list may be inspected and copied by the Credit Entity, the Liquidity Entity, the Borrower or by owners (or a designated representative thereof) of 15% or more in principal amount of Bonds, such ownership and the authority of such designated representative to be evidenced to the satisfaction of the Trustee.

Section 4.07. Exemption. The Issuer covenants that it will at all times do and perform all acts and things necessary or desirable in order to assure that the interest on the Bonds will remain excludable from gross income for the purpose of computing federal income taxes under applicable law.

Section 4.08. Arbitrage. The Issuer shall not use any of the monies held by the Trustee under this Indenture in any manner which would result in the Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 4.09. Lack of Agreement Between Issuer and Borrower for Purchase of Bonds. The Issuer hereby covenants and agrees that it shall not enter into any arrangement, formal or informal, with the Borrower (or any related person, as defined in Section 147 of the Code) pursuant to which the Borrower shall purchase the Bonds in an amount related to the amount of the Loan.

Section 4.10. Notices to Rating Agency. The Trustee shall notify each Rating Agency then rating the Bonds prior to the occurrence of any of the following events: (a) any change in the Trustee, Tender Agent, Remarketing Agent or any other fiduciary or agent serving under the Indenture, (b) any material amendment or supplement to the Indenture, the Loan Agreement, the Liquidity Facility, the Credit Facility, the Liquidity Facility Agreement or the Credit Facility Agreement, (c) the expiration, termination, extension or substitution of the Liquidity Facility or the Credit Facility, (d) the discharge of this Indenture pursuant to Article VII hereof, including, without limitation, upon payment in full of all Bonds, (e) the occurrence of any Rate Conversion Date, (f) any redemption of the Bonds, in whole or in part, or (g) any acceleration of the Bonds upon the occurrence of an Event of Default under this Indenture.

ARTICLE V.

FUNDS AND APPLICATION OF REVENUES AND OTHER MATTERS

Section 5.01. Establishment of Funds and Accounts. The following special funds and accounts shall be established and maintained pursuant to the provisions of this Indenture:

(a) **Bond Fund**

(i) **Credit Account**

(ii) **General Account**

(b) **Project Fund**

(c) **Rebate Fund**

Section 5.02. Bond Fund.

(a) There is hereby created and established a "Bond Fund," which shall be held by the Trustee and which shall be used for the purpose of paying the principal and redemption price of and interest on the Bonds and of retiring such Bonds at or prior to maturity at the times and in the manner provided herein. All monies deposited in the Bond Fund shall be disbursed and applied by the Trustee at the times and in the manner provided in this Indenture.

(b) There are hereby created and established in the Bond Fund two accounts herein called the "Credit Account" and the "General Account." There shall be deposited into the respective accounts of the Bond Fund:

(i) To the Credit Account, all payments received pursuant to a draw on a Credit Facility to pay principal of, premium, if any (if premium is covered by the Credit Facility), and interest on the Bonds (other than Purchased Bonds); and

(ii) To the General Account, any amounts other than draws on a Credit Facility received by the Trustee for the payment of principal of, premium, if any, and interest on the Bonds, including proceeds to be used for capitalized interest, if any, and transfers from the Project Fund pursuant to Section 5.07.

(c) The Bond Fund shall be drawn upon for the purpose of paying the principal and redemption price of and interest on the Bonds with Eligible Funds. Payments from the Bond Fund shall be made first from the Credit Account and, if such amounts are not sufficient to pay the principal, premium (if the terms of the Credit Facility permit the payment of such) and interest then due on the Bonds, thereafter from the General Account. No monies from any source other than the proceeds of a draw on a Credit Facility shall be deposited into the Credit Account. Monies set aside from time to time with the Trustee and Paying Agent for the payment of such principal, redemption price and interest shall be held in trust for the Holders of the Bonds in respect of which the same shall have been so set aside. Until so set aside for the payment of principal, redemption price or interest as aforesaid, all monies in the Bond Fund shall be held in trust for the benefit of the Holders of all Bonds at the time outstanding equally and ratably and without any preference or distinction as between Bonds.

After receipt by the Trustee of the proceeds of a drawing on the Credit Facility, the Borrower shall on the same Business Day reimburse the Credit Entity directly for such payment. While a Credit Facility or Liquidity Facility is in effect, any amounts held in the General Account shall be payable first to the Credit Entity (to the extent of amounts certified in writing to the Trustee by the Credit Entity as being owed to it under the Credit Facility Agreement) and second to the Liquidity Entity (to the extent of amounts certified in writing to the Trustee by the Liquidity Entity as being owed to it under the Liquidity Facility Agreement).

(d) In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if Eligible Funds sufficient to pay such Bond shall have been deposited in the Bond Fund, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such monies, without liability for interest thereon, for the

benefit of the owner of such Bond who shall thereafter be restricted exclusively to such monies, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond. Such monies shall be held in a separate and segregated fund and shall not be invested.

Any monies so deposited with and held by the Trustee not so applied to the payment of Bonds for at least two years after the date on which the same shall have become due shall then be paid by the Trustee to the Borrower upon the written direction of the Authorized Borrower Representative, provided, however, that if the Borrower then owes any amounts to the Credit Entity and/or Liquidity Entity (as certified in writing by either or both of them to the Trustee), the Trustee shall pay such monies first to the Credit Entity, then to the Liquidity Entity (in each case to the extent of monies owed to them) and the balance, if any, to the Borrower. Thereafter Bondholders shall be entitled to look only to the Borrower for payment, the Borrower shall not be liable for any interest thereon and shall not be regarded as a trustee of such monies, and the Trustee shall have no further responsibilities with respect to such monies.

The obligation of the Trustee under this Section to pay any such funds to the Borrower shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

(c) Whenever the assets of the Bond Fund shall be sufficient in the aggregate to provide Eligible Funds to pay, redeem or retire all Bonds then outstanding, including such interest thereon as may thereafter become due and payable to maturity or date of redemption, no further payments need be made into the Bond Fund.

(d) Any requirement that Eligible Funds be used or deposited hereunder shall not be effective if the Bonds have been converted to a Fixed Rate without a Credit Facility pursuant to Section 2.03(b) hereof.

Section 5.03. Disposition of Bonds Upon Payment. All Bonds paid and redeemed by the Trustee under the provisions of this Indenture, either at or before maturity, shall be canceled when such payment or redemption is made, and such Bonds, unless then held by the Trustee, shall be delivered to the Trustee. All canceled Bonds shall from time to time be cremated or otherwise destroyed by the Trustee. The Trustee shall execute a certificate of cremation or other destruction describing the Bonds so cremated or otherwise destroyed and the executed certificate shall be retained by the Trustee. Upon the date of final maturity or redemption of all Bonds and provisions for the full payment thereof, the Trustee shall destroy any inventory of unissued certificates.

Section 5.04. The Trustee's Maintenance of Records on Payment of Bonds. In connection with the payment, redemption or purchase of all Bonds under the provisions of this Indenture, the Trustee shall keep or cause to be kept accurate records of the source of the monies used to pay, redeem or purchase such Bonds.

Section 5.05. Project Fund.

(a) There is hereby created and established a "Project Fund," which shall be held by the Trustee and disbursed by the Trustee at the written request of the Borrower and with the consent of the Credit Entity for payment of Costs of the Project in accordance with Section 3.03 of the Loan Agreement.

(b) If an Event of Default occurs under this Indenture, and the Trustee declares the principal of all Bonds and the interest accrued thereon to be due and payable, no monies may be paid out of the Project Fund by the Trustee during the continuance of such an Event of Default, except that monies on deposit in the Project Fund may be transferred into the General Account of the Bond Fund as and when necessary for the purpose of (i) paying the Bonds as due as a result of such Event of Default or (ii) reimbursing the Credit Entity for any advances under the Credit Facility to pay the Bonds as due as a result of such Event of Default; provided, however, that if such an Event of Default shall be waived and such declaration shall be rescinded by the Trustee or the owners of the Bonds pursuant to the terms of this Indenture, the full amount of any such monies in the Project Fund may again be disbursed by the Trustee in accordance with the provisions of Section 3.03 of the Loan Agreement.

(c) The Trustee shall keep and maintain adequate records pertaining to the Project Fund and all disbursements therefrom, and after the Project has been completed and a Completion Certificate filed as provided in Section 3.03 of the Loan Agreement, the Trustee shall file an accounting thereof with the Issuer, the Borrower and, at the request of the Credit Entity, the Credit Entity.

Section 5.06. Application of Bond Proceeds. The Trustee is hereby authorized to receive the proceeds of the Bonds for and on behalf of the Issuer and to give receipt therefor. The proceeds of the Bonds paid to the Trustee shall be deposited by the Trustee into the Project Fund.

Section 5.07. Completion of the Project. The completion of the Project and the payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by the provisions of Section 3.03 of the Loan Agreement. Upon the earlier to occur of (a) the date which is three years after the Closing Date or (b) the date of receipt by the Trustee of the Completion Certificate, any balance remaining in the Project Fund (other than any amount retained by the Trustee for costs not then due and payable or the liability for which the Borrower is contesting or disputing) shall be deposited in the General Account of the Bond Fund and applied to the redemption of the Bonds pursuant to Section 3.01 hereof, or to reimburse the Credit Entity for draws used to pay such redemptions.

Section 5.08. Rebate Fund.

(a) There is hereby created by the Issuer and ordered maintained as a separate deposit account in the custody of the Trustee so long as any Bonds are Outstanding and are subject to a requirement of the Code that arbitrage profits be rebated to the United States of America, a trust fund to be designated as the "Rebate Fund." The Rebate Fund shall be administered in accordance with the terms and provisions of this Section 5.08 and the Tax Representation Certificate. Except as provided herein and in the Tax Representation Certificate, neither the Issuer, the Borrower nor any Holder shall have any rights in or claim to monies on deposit in the Rebate Fund.

(b) The Trustee (i) shall make deposits and disbursements from the Rebate Fund in accordance with the Rebate Instructions (as defined in the Tax Representation Certificate), (ii) shall invest the amounts held in the Rebate Fund in Permitted Investments in accordance with the written instructions of the Borrower, subject, however, to any written instructions provided by the Rebate Expert (as defined in the Tax Representation Certificate) and (iii) shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. The Trustee shall make information relating to the receipt, investment, disbursement, allocation and application of money in the Funds and Accounts under this Indenture available to the Borrower and the Rebate Expert.

(c) The Trustee shall remit part or all of the balances in the Rebate Fund to the United States Treasury in accordance with the Rebate Instructions provided to the Trustee by the Rebate Expert. The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this Section 5.08, other than from monies held in the Rebate Fund. Any balances remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any required rebate as specified in the Rebate Instructions, shall be remitted to the Borrower.

(d) The Issuer agrees to cooperate with the Borrower and the Trustee in the filing of any reporting forms required pursuant to Section 148 of the Code.

ARTICLE VI.**INVESTMENT OF FUNDS AND CREDIT FACILITY DRAWS**

Section 6.01. Investment of Funds and Accounts Held by the Trustee. All monies held in the Bond Fund and the Project Fund shall be invested by the Trustee at the written direction (or oral direction confirmed in writing) of the Borrower in Investment Obligations, as provided in the Tax Representation Certificate. Any monies held in the Bond Fund may be invested only in Investment Obligations rated no lower than the then-current rating on the Bonds. Any monies drawn under the Liquidity Facility and the Credit Facility shall be held uninvested;

provided, that monies from the Credit Facility drawn to pay interest prior to an Interest Payment Date while the Bonds bear interest at the Weekly Rate or Monthly Rate may be invested in Federal Obligations maturing on or before the next Interest Payment Date. It is expressly agreed that any Investment Obligation may be purchased by the Trustee notwithstanding that an affiliate of the Trustee has underwritten, privately placed or made a market for, any such Investment Obligation, or may in the future underwrite, privately place or make a market for any such Investment Obligation. Interest earnings on investments of amounts held in any Fund or Account shall be retained in such Fund or Account and used for the purposes of such Fund or Account.

Section 6.02. Valuation. In computing the amount in any fund or account held by the Trustee under the provisions of this Indenture, obligations purchased as an investment of monies therein shall be valued at the cost or market price thereof, whichever is lower, exclusive of accrued interest.

Section 6.03. Sale of Investments. The Trustee shall sell at the best price reasonably obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide monies to meet any payment or transfer from the fund or account for which such investment was made. The Trustee shall provide the Borrower and the Credit Entity with a written statement, as of the last day of each month, listing all of the Investment Obligations, if any, held for the credit of each fund or account in its custody under the provisions of this Indenture and supplements hereto as of the end of the preceding quarter.

Section 6.04. Liability of the Trustee and Issuer for Investments. The Borrower shall authorize, direct and confirm in writing all investments by the Trustee. The Trustee shall not be liable or responsible for the making of, or failure to make, any investment authorized by the provisions of this Article, in the manner provided in this Article, or for any loss resulting from any such investment so made, nor shall the Issuer have any liability in connection therewith.

Section 6.05. Draws on the Credit Facility. During the term of a Credit Facility, the Trustee shall accept and hold the Credit Facility, and shall draw monies under the Credit Facility in accordance with the terms thereof (a) in an amount equal to the excess of any amounts needed to pay principal of and interest on the Bonds (except Purchased Bonds) when due (on an Interest Payment Date, upon acceleration, at a maturity, or otherwise) over amounts held in the Credit Account; and (b) to pay the redemption price (including premium, if any, if covered by the Credit Facility) of Bonds on the applicable redemption date pursuant to Article III of this Indenture (except Purchased Bonds), provided that if the Credit Facility does not cover any premium payable on the redemption no draw shall be made on the Credit Facility until Eligible Funds sufficient to pay such premium have been deposited in the General Account, except in connection with a redemption caused by a Determination of Taxability which shall be paid from

a draw on the Credit Facility regardless of whether Eligible Funds are available to pay any premiums.

In the event a confirming or standby Credit Facility is provided, the Trustee is directed to immediately draw on such Credit Facility upon failure of the Credit Entity whose Credit Facility is being so supported to honor a draw on such Credit Facility so that funds are received from the confirming or standby Credit Entity in time for the Trustee to make payments to Bondholders by 1:30 p.m., Chicago time.

ARTICLE VII.

DISCHARGE OF LIEN

Section 7.01. Defeasance. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the owners of the Bonds, the principal and interest due or to become due thereon at the times and in the manner stipulated therein, and if the Issuer shall pay or cause to be paid to the Trustee all monies due or to become due according to the provisions hereof, and the Borrower shall pay or cause to be paid to the Credit Entity and Liquidity Entity all sums of money due or to become due according to the provisions of the Credit Facility Agreement and Liquidity Facility Agreement, respectively, then the estate and rights granted by this Indenture shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to release such lien, and reconvey, release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights or property conveyed, assigned or pledged to the Trustee by this Indenture or otherwise subject to the lien of this Indenture, except cash or Federal Obligations held by the Trustee for the payment of the principal of, and premium, if any, and interest on the Bonds. Upon the release of the lien of this Indenture as provided in this Section 7.01, the Trustee will execute a notice of termination with respect to the Liquidity Facility and the Credit Facility and return the Liquidity Facility and the Credit Facility, respectively, to the Liquidity Entity and the Credit Entity.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof, either (i) shall have been made or caused to be made in accordance with the terms thereof or (ii) shall have been provided for by irrevocably depositing with the Trustee, or held by a Depository on behalf of the Trustee pursuant to an investment agreement, in trust and irrevocably set aside exclusively for such payment, (A) Eligible Funds sufficient to make such payment without investment and/or (B) Federal Obligations, not subject to redemption prior to maturity, purchased with Eligible Funds, which Federal Obligations, maturing in such amount and at such times as verified by a verification agent (at the Borrower's expense) will ensure the availability of sufficient monies to make such payment and pay any Purchase Price to the owners of the Bonds, without reinvestment and

(b) all necessary and proper fees, compensation and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Indenture and the supplements hereto, except for the purposes of any such payment from such monies or Federal Obligations.

The Issuer hereby covenants that it will make no deposit hereunder and make no use of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of Section 148(a) of the Code. Before accepting or using any such deposit, the Trustee may request the opinion of Bond Counsel as to whether such use or acceptance would cause the Bonds to be so treated and may conclusively rely on such opinion with regard thereto.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all monies or Federal Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such monies and Federal Obligations have been so set aside in trust.

The above notwithstanding, prior to any defeasance becoming effective under this Article VII, there must have been delivered to the Issuer and to the Trustee (a) an opinion of counsel experienced in bankruptcy matters, addressed to the Issuer, the Trustee and the Credit Entity, to the effect that (i) interest on any Bonds being discharged by such defeasance will not become subject to federal income taxation by reason of such defeasance and (ii) payments of principal of, Purchase Price of, and interest on the Bonds from the proceeds of any such deposit to effectuate defeasance shall not constitute voidable preferences under Section 547 of the Bankruptcy Code in a case commenced under the Bankruptcy Code by or against the Issuer; (b) an opinion or certification from a nationally recognized firm of certified public accountants stating that any deposit made pursuant to this Section is sufficient to defease the Bonds in accordance with the terms hereof; and (c) if the Bonds do not bear interest at the Fixed Rate, written evidence from the Rating Agency then maintaining a rating on the Bonds that as a result of such defeasance the rating on the Bonds will not be reduced or withdrawn.

ARTICLE VIII.

REMEDIES OF TRUSTEE AND BONDHOLDERS UPON DEFAULT

Section 8.01. Events of Default. Each of the following events is hereby defined as and shall constitute an "Event of Default" with respect to the Bonds issued under this Indenture:

(a) Default in the due and punctual payment of interest on any Bonds, including without limitation the failure by the Credit Entity to honor a properly presented and conforming drawing under the Credit Facility;

(b) Default in the due and punctual payment of the principal of or premium on any Bond, whether at maturity or otherwise, including without limitation the failure by the Credit Entity to honor a properly presented and conforming drawing under the Credit Facility;

(c) Default in the payment of the Purchase Price of any Bond tendered or deemed tendered for purchase by the owner thereof in accordance with this Indenture;

(d) Default in the performance or observance of any other of the covenants, promises, stipulations, agreements or conditions on the part of the Issuer contained in this Indenture for the benefit of the Bonds, and failure to remedy the same after notice thereof pursuant to Section 8.09 hereof;

(e) The occurrence of an Event of Default under the Loan Agreement or the Note;

(f) Receipt by the Trustee within the time period set forth in the Credit Facility or Liquidity Facility of written notice from the Credit Entity or Liquidity Entity that the Credit Facility or the Liquidity Facility will not be reinstated; and

(g) Receipt by the Trustee of written notice by the Credit Entity or Liquidity Entity of an Event of Default under the Credit Facility Agreement or Liquidity Facility Agreement, respectively.

If an Event of Default with respect to any of the Bonds at the time outstanding occurs and is continuing, then and in each and every such case, unless the principal of all Bonds has already become due and payable, the Trustee, by written notice to the Issuer and the Borrower (and if a Credit Facility is in then effect and the Credit Entity has not failed to honor a properly presented and conforming drawing thereunder), with the prior written approval of the Credit Entity will declare the principal amount of all the Bonds to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, notwithstanding anything in this Indenture or in the Bonds to the contrary. Anything to the contrary herein notwithstanding without the prior consent of any other party, the Trustee will immediately, and in all events prior to the expiration of the Credit Facility, either (i) declare the principal amount of all the Bonds to be due and payable immediately if the Event of Default occurs under (f) or (g) above, or (ii) declare the Bonds subject to mandatory tender pursuant to Section 3.07(c). The Trustee will immediately draw on the Credit Facility pursuant to its terms and upon such declaration, interest on the Bonds shall cease to accrue. The foregoing provisions are, however, subject to the condition that if, at any time after the principal amount of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Issuer shall

pay or shall deposit with the Trustee, but only from the sources herein described, a sum sufficient to pay all matured installments of interest upon the Bonds and the principal of and premium, if any, on any and all Bonds which shall have become due otherwise than by acceleration (with interest on overdue installments of interest, to the extent that payment of such interest is enforceable under applicable law, and on such principal and premium, if any, at the rate of interest borne by the Bonds, to the date of such payment or deposit) and the reasonable expenses of the Trustee (including reasonable attorney's fees), and any and all defaults under this Indenture other than the nonpayment of principal of or premium, if any, or accrued interest on Bonds which shall have become due by acceleration, shall have been remedied, then and in every such case the Holders of a majority in aggregate principal amount of the Bonds then outstanding, by written notice to the Issuer and to the Trustee, may waive all defaults with respect to the Bonds and rescind and annul such declaration and its consequences, provided the Credit Entity has consented in writing to such rescission and annulment and the Credit Facility is in full force and effect, and has been reinstated in full, but no such waiver or rescission and annulment shall extend to or shall affect any subsequent default, or shall impair any right consequent thereon.

Section 8.02. Enforcement of Remedies. Upon the happening and continuance of any Event of Default with respect to the Bonds, the Trustee, in its own name and as trustee of an express trust, on behalf of and for the benefit and protection of the Holders of all Bonds, may proceed to protect and enforce its rights and any rights of Issuer by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in the Loan Agreement or in aid or execution of any power herein granted or for any proper, legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce the rights aforesaid.

If an Event of Default shall have occurred with respect to the Bonds, and if requested in writing so to do by the owners of not less than 25% in aggregate principal amount of Bonds then outstanding, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by this Article, as the Trustee, being advised by counsel, deems most expedient in the interests of the Holders.

Notwithstanding the foregoing provisions, if a Credit Facility shall then be in effect with respect to the Bonds, the Trustee may not, without the prior written consent of the Credit Entity, exercise any right or remedy hereunder with respect to the affected Bonds or under the Loan Agreement to accelerate the indebtedness thereunder so long as (a) the Credit Entity obligated under the Credit Facility then in effect with respect to such Bonds is not in default thereunder and is making the required payments with respect to principal of and interest on such Bonds and Purchase Price payments in accordance with such Credit Facility or (b) the Credit Entity is the owner of all such affected Bonds or all such Bonds are Purchased Bonds, provided that this restriction will not limit the right of the Trustee to apply monies on deposit under this Indenture to the payment of principal of, premium, if any, and interest on, the Bonds or the right of the Trustee or any Bondholder to make a claim for payment under a Credit Facility or take any other action to enforce the payment and performance of the Borrower's obligations under the Loan Agreement.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Holders of the Bonds) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Holders of the Bonds hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Holders of the Bonds to which such default or Event of Default relates shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 8.03. Right of Credit Entity to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Credit Entity shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, together with indemnity satisfactory to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture with respect to a default or Event of Default, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture; provided, that if there is at the time no Credit Entity has failed to honor a properly presented and conforming drawing under the Credit Facility, as applicable, the Holders of the majority in aggregate principal amount of the Bonds then outstanding, shall have the rights, subject to the conditions, described in this Section.

Section 8.04. Priority of Payments After Default. All monies received from draws on the Credit Facility or Liquidity Facility or held pursuant to Section 7.01 of this Indenture will be applied exclusively to the payment of principal of, premium (if the Credit Facility provides for the payment of such), if any, and interest on the Bonds (other than Purchased Bonds). All other monies received by the Trustee pursuant to any right given or action taken under the provisions of this Article will be applied by the Trustee after payment of the costs and expenses of the proceedings resulting in the collection of such monies (including reasonable attorneys' fees) and of the charges, expenses and liabilities incurred and advances made by the Trustee, as follows:

(a) Unless the principal of all the Bonds shall have become or been declared due and payable:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds other than Borrower Bonds which are not Purchased Bonds 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;

SECOND: To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds matured for the payment of which monies are held pursuant to the provisions of this Indenture and other than Borrower Bonds which are not Purchased Bonds), and in the order of their due dates, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, then to the payment thereof ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD: To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds (other than Borrower Bonds which are not Purchased Bonds) which may thereafter become due at maturity and, if the amount available shall not be sufficient to pay in full such Bonds due on any particular date, together with interest then due and owing thereon, payment on such Bonds shall be made ratably according to the amount of principal due on such date to the persons entitled thereto without any discrimination or privilege;

FOURTH: To the payment on behalf of the Borrower of all of the Borrower's obligations under the Credit Facility Agreement as shall be certified in writing by the Credit Entity to the Trustee;

FIFTH: To the payment on behalf of the Borrower of all of the Borrower's obligations under the Liquidity Facility Agreement, as shall be certified in writing by the Liquidity Entity to the Trustee;

SIXTH: To the payment of interest then due on the Borrower Bonds which are not Purchased Bonds;

SEVENTH: To the payment of the unpaid principal then due on Borrower Bonds which are not Purchased Bonds; and

EIGHTH: To be held for the payment of principal and interest which shall become due on Borrower Bonds which are not Purchased Bonds.

(b) If the principal of all the Bonds has become or been declared due and payable then, first, to the payment of the principal and interest then due and unpaid upon the Bonds (other than Borrower Bonds which are not Purchased Bonds) without preference

or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference, and thereafter to the payment on behalf of the Borrower of all of the Borrower's obligations under the Credit Facility Agreement and Liquidity Facility Agreement, and thereafter to the payment of Borrower Bonds which are not Purchased Bonds.

(c) If the principal of all the Bonds has been declared due and payable, and if such declarations are thereafter rescinded and annulled under the provisions of this Article then, subject to the provisions of (b) above, in the event that the principal of all the Bonds later becomes due or is declared due and payable, the monies shall be applied in accordance with the provisions of (b) above.

Whenever monies are to be applied pursuant to the provisions of this Section, such monies will be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. Whenever the Trustee applies such funds, it will fix the date (which shall be an Interest Payment Date unless it deems 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 dates will cease to accrue. The Trustee may give such notice as it deems appropriate of the deposit with it of any such monies and of the fixing of any such date, and is not required to make payment to the Holder until such Bond is presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section, any balance remaining in the Bond Fund held for the benefit of the Bonds shall be paid to the Borrower.

Section 8.05. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any owner of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Holders of the outstanding Bonds.

Section 8.06. Rights and Remedies of Bondholders. No Holder will have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a default with respect to the Bonds held by such owner has occurred of which the Trustee has been notified as provided in Section 9.01(b) hereof, or of which by said subsection it is deemed to have notice, (b) such default shall have become an Event of Default

and the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding shall have made written notice to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, (c) they have offered to the Trustee indemnity as provided in Section 9.01(l) hereof and (d) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name, and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be a condition precedent to the execution of the powers under this Indenture or for any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder 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 equal and ratable benefit of the owners of all Bonds then outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholders to enforce the payment of the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Section 8.07. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Holders of the Bonds to which such proceeding related shall be restored to their former positions and rights hereunder, respectively, with regard to the property subject to this Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.08. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the owners of (a) more than two-thirds in aggregate principal amount of all the Bonds then outstanding in respect to which default in the payment of principal or interest, or both, exists or (b) more than 50% in aggregate principal amount of all the Bonds then outstanding in the case of any other Event of Default, provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal of any outstanding Bonds at the date of maturity or (ii) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal or both, when due, as the case may be, with interest on overdue principal at the rate borne by the Bonds, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver or

rescission shall extend to any subsequent or other default, or impair any right consequent thereon. Notwithstanding anything herein to the contrary, if there is a Credit Facility and/or a Liquidity Facility in effect with respect to the Bonds, the Trustee shall not waive any Event of Default with respect to the Bonds without the prior written consent of the Credit Entity and/or the Liquidity Entity, as applicable, and, with respect to an Event of Default under Sections 8.01(f) and 8.01(g), a written notice of reinstatement of the Credit Facility and Liquidity Facility, respectively, and a written notice waiving such Event of Default under the Credit Facility Agreement and the Liquidity Facility Agreement must be provided to the Trustee. Notwithstanding anything herein to the contrary, the Trustee shall not waive any Event of Default under Section 8.01(g) arising from an Event of Default under the Credit Facility Agreement or the Liquidity Facility Agreement without the prior written consent of the Credit Entity or the Liquidity Entity, as applicable, and a written notice of rescission of such Event of Default under the Credit Facility Agreement or the Liquidity Facility Agreement.

Section 8.09. Notice of Defaults Under Section 8.01(d); Opportunity of Issuer and Borrower to Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 8.01(d) hereof shall constitute an Event of Default until actual notice of such default by registered or certified mail (postage prepaid) or telecopy shall be given to the Issuer (with a copy to the Borrower) by the Trustee, the Credit Entity or by the owners of not less than 25% in aggregate principal amount of all Bonds outstanding, if said default can be corrected, and the Issuer, or the Borrower on behalf of the Issuer shall have had 60 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period, provided, however, if said default be such that it can be corrected but not within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Borrower on behalf of the Issuer, within the applicable period and diligently pursued until the default is corrected.

ARTICLE IX.

TRUSTEE

Section 9.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are expressly set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), subject to subsection (1) hereof, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same except for failure to select such agents in accordance with the standard specified above, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the Issuer or the Borrower), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds (other than the certificate of authentication), or for the validity of the execution by the Issuer of the Bonds or this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby and by indentures supplemental hereto.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it in good faith to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by an Authorized Issuer Representative or Authorized Borrower Representative as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (h) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the City Clerk of the Issuer

under its seal to the effect that an ordinance in the form therein set forth has been adopted by the Issuer as conclusive evidence that such ordinance has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except failure by the Issuer to cause to be made any of the payments to the Trustee required to be made by Article IV hereof for payment when due of principal, premium or interest on any Bond, unless the Trustee shall be specifically notified in writing of such default by the Issuer, the Credit Entity, the Liquidity Entity or by the owners of at least 25% in aggregate principal amount of the Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right fully to inspect any and all of the property herein or in indentures supplemental hereto conveyed, including all books, papers and records of Issuer pertaining to the revenues and receipts under the Loan Agreement and the Note, any arrangements for the servicing of the Loan and the Bonds, and to take such memoranda from and make copies thereof and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information or action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Issuer to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee. No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against risk or liability is not reasonably assured to it.

(l) Before taking the action referred to in Section 8.02 hereof or any action following an Event of Default, other than a drawing on a Credit Facility, paying principal of and interest on the Bonds and accelerating the Bonds, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(m) All monies received by the Trustee or any Paying Agent will, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required herein or by law. Neither the Trustee nor any Paying Agent will be under any liability for interest on any monies received hereunder except such as may be agreed upon.

(n) The Trustee has the right and power to disclaim any interest which, in the Trustee's sole discretion, will or may cause the Trustee to be considered an "owner" or "operator" of property held subject to this Indenture, under the provisions of any Environmental Law as amended from time to time, or which shall otherwise cause the Trustee to incur liability under any Environmental Law, or any other federal, State or local law, rule or regulation. In the event of a default, the Trustee may, in its sole discretion, after being indemnified by the Bondholders, inspect, review and monitor, or require the inspection, review and monitoring of any and all property subject to this Indenture for the purpose of determining compliance with any law, rule or regulation affecting such property. All expenses of such inspection, review and monitoring shall be paid by the Bondholders.

Section 9.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to its reasonable fees, charges and expenses for serving hereunder including those of its agents, counsel, servicer, Paying Agent and co-trustee. Such fees, charges and expenses shall be paid by the Borrower in accordance with this Indenture and the Loan Agreement. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and interest on any Bond upon the Trust Estate (other than monies received from draws on the Credit Facility or the Liquidity Facility or held pursuant to Section 7.01) for the charges and expenses incurred by it as described in Section 8.04.

Section 9.03. Notice to Bondholders if Default Occurs. If a default occurs of which the Trustee is by Section 9.01(h) hereof required to take notice or if notice of default be given as in Section 9.01(h) hereof provided, then the Trustee shall promptly give written notice thereof by registered or certified mail to the Credit Entity, the Liquidity Entity, the Issuer and the Borrower and by first-class mail to the owners of all Bonds then outstanding, shown by the list required by Section 4.06 hereof to be kept at the Principal Office of the Trustee.

Section 9.04. Intervention by the Trustee. In any judicial proceeding concerning the issuance or the payment of the Bonds to which the Issuer or the Borrower is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of owners of the Bonds, the Trustee may, to the extent permitted by the court, intervene on behalf of owners of the Bonds and shall do so, to the extent permitted by the court, if provided with indemnity satisfactory to the Trustee and requested in writing by the owners of at least 25% of the aggregate principal amount of the Bonds then outstanding.

Section 9.05. Successor to the Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto shall be and become successor to the Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. Any such successor trustee shall give notice thereof to the Issuer, the Borrower, the Credit Entity, the Liquidity Entity and each Rating Agency then rating the Bonds.

Section 9.06. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 days' written notice by registered or certified mail to the Issuer, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Tender Agent and the Borrower and by first-class mail (postage prepaid) to the owner of each Bond shown by the list required by the terms of Section 4.06 hereof to be kept at the Principal Office of the Trustee. Such resignation shall not take effect until the appointment of a successor Trustee by the Borrower, the owners of the Bonds or by the Issuer as provided in Section 9.08 hereof. If a successor Trustee has not been appointed and has not accepted such appointment by the end of such 30-day period, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee, and the costs, expenses and reasonable attorneys' fees which are incurred by the Trustee in connection with such a proceeding shall be paid by the Borrower. If an Event of Default should occur hereunder and continue for 90 days, the Trustee hereby covenants that it shall resign from the trusts hereby created in the manner set forth in this Section.

Section 9.07. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee, the Issuer, the Credit Entity, the Liquidity Entity and the Borrower, and signed by the owners of a majority in aggregate principal amount of the Bonds then outstanding. The Borrower may remove the Trustee at any time with the consent of the Credit Entity, except during the existence of an Event of Default as defined in Section 8.01 hereof or the occurrence of any other event which with the lapse of time or giving of notice, or both, would constitute an Event of Default, for such cause as

shall be determined in the sole discretion of the Borrower by filing with the Trustee, the Issuer, the Credit Entity and the Liquidity Entity an instrument signed by an Authorized Borrower Representative. Any removal shall not take effect until the appointment of a successor Trustee by the Borrower, the owners of the Bonds or by the Issuer as provided in Section 9.08 hereof.

Section 9.08. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of action hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Borrower so long as no event of default is existing hereunder or under the Loan Agreement, and if such event of default is existing then by the owners of a majority in aggregate principal amount of the Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized and a copy of which shall be delivered personally or sent by registered mail to the Issuer and the Borrower. Nevertheless, in case of such vacancy, the Issuer, at the direction of the Borrower, shall promptly appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the owners of the Bonds in the manner above provided. If such vacancy shall continue for 30 days, the Trustee or any owner of Bonds may apply to any court of competent jurisdiction to appoint a successor Trustee and any such temporary Trustee so appointed by the Borrower or court shall immediately and without further act be superseded by the Trustee so appointed by such owners. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 9.06 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing and shall have net assets of not less than \$30,000,000, or shall be wholly owned by a parent holding company with net assets of not less than \$30,000,000. Notwithstanding anything herein to the contrary, if there is a Credit Facility in effect with respect to the Bonds, the Credit Entity shall have the right to approve any successor Trustee in its sole discretion.

Section 9.09. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer, the Credit Entity and the Borrower an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, execute and deliver an instrument transferring to such successor Trustee all the estate, properties, rights, powers and trusts of such predecessor hereunder, including the rights of the Trustee under the Credit Facility and the Liquidity Facility, except any rights to payment due or indemnification rights, and every predecessor Trustee shall deliver all securities and monies held by it as the Trustee hereunder to its or his successor upon payment of all amounts due to the predecessor Trustee. Should any instrument in writing from Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended

to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

Section 9.10. Designation and Succession of Paying Agents. The Trustee is hereby appointed as Paying Agent hereunder. Any bank or trust company with or into which any Paying Agent may be merged or consolidated, or to which the assets and business of such Paying Agent may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Borrower shall, within 30 days thereafter, appoint a bank or trust company located in the same city as such Paying Agent to fill such vacancy, provided, however, that if the Borrower shall fail to appoint such Paying Agent within said period, the Trustee shall make such appointment. The Paying Agent may resign upon notice to the Trustee and the Borrower. Other paying agents or fiscal agents may be appointed pursuant to Article IX hereof by the Borrower or the Issuer and approved by the Trustee if in its discretion additional paying agents or fiscal agents are deemed advisable. In each case the Paying Agent must be approved by the Credit Entity in its sole discretion. The Trustee hereby covenants and agrees to cause the necessary arrangements to be made for the making available of funds hereunder for the payment of the Bonds from the Bond Fund.

The Paying Agents shall enjoy the same protective provisions in the performance of their duties hereunder as are specified in Section 9.01 hereof with respect to the Trustee insofar as such provisions may be applicable.

Notice of the appointment of additional paying agents or fiscal agents shall be given in the same manner as provided by Section 9.08 hereof with respect to the appointment of a successor Trustee.

Section 9.11. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that, in case of litigation under this Indenture, the Loan Agreement, and, in particular, in case of the enforcement thereof on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties in trust as herein or in indentures supplemental hereto granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or Co-Trustee. The following provisions of this Section are adapted to these ends. In each case, each separate or Co-Trustee must be approved by the Borrower and the Credit Entity in their sole discretion.

In the event that the Trustee appoints an additional individual or institution as a separate or Co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Issuer be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate or Co-Trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a successor to such separate or Co-Trustee.

Section 9.12. Remarketing Agent. The Issuer hereby appoints The Northern Trust Company as the initial Remarketing Agent for the Bonds. The Remarketing Agent has designated its Principal Office to the Trustee, the Credit Entity, the Liquidity Entity, the Tender Agent, the Borrower and the Paying Agent and has signified its acceptance of the duties and obligations imposed upon it hereunder and pursuant to the Remarketing Agreement by execution of the Remarketing Agreement. Under the Remarketing Agreement, the Remarketing Agent has agreed (a) to compute the interest rates pursuant to and in accordance with the provisions hereof and give such notices thereof as are provided herein; and (b) to keep such books and records as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Trustee and the Borrower at all reasonable times.

The Remarketing Agent shall be a recognized municipal bond dealer, shall have a "net capital" of greater than or equal to \$10,000,000 and shall be authorized by law to perform all the duties imposed upon it by this Indenture and the Remarketing Agreement. The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice to the Issuer, the Credit Entity, the Liquidity Entity, the Borrower and the Trustee. The Remarketing Agent may be removed and be replaced at any time by the Borrower, by an instrument signed by the Borrower and filed with the Remarketing Agent, the Paying Agent, the Tender Agent, the Credit Entity, the Liquidity Entity and the Trustee and provided by first-class mail to all Bondholders not less than 30 days prior to the effective date of such removal and/or replacement, but only with the prior written consent of the Liquidity Entity and the Credit Entity. In the event no such successor Remarketing Agent is appointed, the Trustee shall assume the duties of the Remarketing Agent.

In the event of a resignation or discharge of the Remarketing Agent, the Borrower shall

promptly appoint a successor Remarketing Agent reasonably acceptable to the Issuer, the Credit Entity and Liquidity Entity. If the Borrower fails to appoint a successor Remarketing Agent within 30 days after receipt of notice of resignation, then the Liquidity Entity may make such appointment. The resignation or discharge of the Remarketing Agent shall not be effective until a successor Remarketing Agent has been appointed.

Section 9.13. Tender Agent

(a) The initial Tender Agent shall be Cole Taylor Bank. The initial Tender Agent and any successor Tender Agent shall accept its duties hereunder by a written certificate or tender agent agreement delivered to the Trustee and the Borrower, which certificate or agreement shall designate the Principal Office of the Tender Agent.

(b) The Tender Agent may at any time resign by giving 30 days' notice to the Issuer, the Trustee, the Borrower, the Credit Entity, the Liquidity Entity and the Remarketing Agent. In no event, however, shall any resignation of the Tender Agent take effect until a successor Tender Agent shall have been appointed.

(c) The Tender Agent may be removed at any time by an instrument in writing delivered to the Trustee and the Tender Agent by the Borrower, with the prior written approval of the Credit Entity. In no event, however, shall any removal of the Tender Agent take effect until a successor Tender Agent shall have been appointed.

(d) If the Tender Agent shall resign or be removed or otherwise become incapable of acting, a successor may be appointed by the Borrower with the prior written approval of the Credit Entity. Any such successor shall be acceptable to the Trustee. Written notice of such appointment shall immediately be given by the Borrower to the Trustee, and the Issuer and the Trustee shall cause written notice of such appointment to be given to the Bondholders. If no successor to a Tender Agent has accepted appointment in the manner provided above within 30 days after the Tender Agent has given notice of its resignation as provided above, the Trustee shall serve as interim Tender Agent or shall appoint an agent to act in its stead.

(e) The Tender Agent shall be subject to all of the rights, immunities, privileges and obligations afforded to the Trustee pursuant to Article IX hereof.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent of Registered Owners. The Issuer, by its duly authorized officers and without further action of its City

Council, and the Trustee may, with the prior written consent of the Credit Entity but without consent of, or notice to, any of the Registered Owners, enter into an indenture or indentures supplemental to this Indenture which shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant or to confer upon the Trustee for the benefit of the Registered Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or the Trustee, or to make any change which, in the judgment of the Trustee, is not to the prejudice of the Registered Owners;
- (c) To subject to this Indenture additional revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said laws;
- (e) To evidence the appointment of a separate Trustee or a Co-Trustee or the succession of a new Trustee, Tender Agent, Remarketing Agent or Paying Agent hereunder;
- (f) To modify, amend or supplement this Indenture or any indenture supplemental hereto to provide for any modifications on any Mandatory Tender Date;
- (g) To modify, amend or supplement this Indenture with regard to obtaining or maintaining a rating on the Bonds based on a Credit Facility, Alternate Credit Facility, Liquidity Facility or Substitute Liquidity Facility, or in connection with the provision of an Alternate Credit Facility or Substitute Liquidity Facility; or
- (h) To make any other change that, in the judgment of the Trustee, does not materially adversely affect the rights of any Owners of the Bonds.

Section 10.02. Supplemental Indentures Requiring Consent of Registered Owners. Exclusive of supplemental indentures covered by Section 10.01 hereof, with the prior written consent of the Credit Entity, and subject to the terms and provisions contained in this Section and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to

the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture, provided, however, that nothing in this Section or in Section 10.01 hereof shall permit, or be construed as permitting, without the consent of the owners of all outstanding Bonds, (a) a reduction in the principal amount of any Bond or the rate of interest thereon, (b) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (c) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental indentures, (d) the creation of any lien ranking prior to or on a parity with the lien of the Indenture on the Trust Estate or any part thereof, (e) deprivation of the owner of any Bond then outstanding of the lien created on the Trust Estate or (f) an extension of the maturity of the Bonds.

If at any time the Issuer shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental indenture to be given by first-class mail to the owner of each Bond affected shown by the lists required by the terms of Section 4.06 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within 60 days or such longer period as shall be prescribed by the Issuer or the Trustee following such notices, the owners of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 10.03. Supplemental Indentures Requiring Consent of Borrower, Credit Entity and Liquidity Entity. Anything in this Indenture or in any supplemental indenture to the contrary notwithstanding, so long as the Borrower is not in default under the Loan Agreement, and so long as the Credit Entity and Liquidity Entity have not failed to honor a properly presented and conforming drawing under the Credit Facility and Liquidity Facility, respectively, a supplemental indenture under this Article may not become effective unless and until the Borrower, the Credit Entity and the Liquidity Entity consent to the execution and delivery of such supplemental indenture. In this regard, the Trustee will cause notice of the proposed execution of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Borrower, the Credit Entity and the

Liquidity Entity at least 15 days prior to the proposed date of execution and delivery of any such supplemental indenture. The Borrower, the Credit Entity and the Liquidity Entity will be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Borrower, the Credit Entity or the Liquidity Entity on or before 4:30 p.m., local time, on the fifteenth day after the mailing of said notice.

ARTICLE XI.

AMENDMENT OF DOCUMENTS

Section 11.01. Amendments, etc., to Loan Agreement Not Requiring Bondholder Consent. The Issuer, by its duly authorized officers and without further action of its City Council, the Trustee and the Borrower may, without the consent of or notice to the Registered Owners, consent to any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of the Loan Agreement and this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) so as to more precisely identify the Project described in the Loan Agreement or indentures supplemental hereto or substitute or add additional improvements or equipment to the Project or additional rights or interests in property acquired in accordance with the provisions of the Loan Agreement, (d) in connection with any amendment to this Indenture pursuant to Section 10.01 hereof or (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Registered Owners of any Bonds; provided, that the consent of the Credit Entity shall be obtained for such amendments to the Loan Agreement.

Section 11.02. Amendments, etc., to Documents Requiring Bondholder Consent. Except for the amendments, changes or modifications as provided in Section 11.01 hereof, neither the Issuer, the Borrower nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without mailing of notice and the written approval or consent of the owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding given as in this Section provided; however, that if such amendment, change, or modification shall be to reduce the amount due from the Borrower, such consent must be given by 100% of the Holders of Bonds and provided further, however, that no amendment may be made without the consent of the Credit Entity. If at any time the Issuer and the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Loan Agreement, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 10.02 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Registered Owners of Bonds affected by such amendment, change or modification.

ARTICLE XII.**MISCELLANEOUS**

Section 12.01. Consents, etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Registered Owners may be in any number of concurrent documents and may be executed by such Registered Owners in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the registration books of the Issuer maintained by the Trustee pursuant to Section 4.06 hereof.

Section 12.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, the Tender Agent, the Remarketing Agent, the Credit Entity, the Liquidity Entity, the Borrower and the owners of the Bonds, any legal or equitable right, remedy or claim under or with respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Tender Agent, the Remarketing Agent, the Borrower, the Credit Entity, the Liquidity Entity and the owners of the Bonds as herein provided.

Section 12.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever, provided, however, that no finding of illegality or unenforceability shall require payment by the Issuer of any funds from any source other than Revenues.

Section 12.04. Notices. Except as otherwise specifically provided herein, any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall

be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telecopy (with a hard copy to follow), or by commercial overnight delivery service, charges prepaid, addressed as follows:

if to the Issuer:

Office of the Chief Financial Officer
Room 600
33 North LaSalle Street
Chicago, IL 60603
Attention: Chief Financial Officer
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

with a copy to:

Office of the Corporation Counsel
Room 600
City Hall
121 North LaSalle Street
Chicago, IL 60602
Attention: Finance and Economic Development Division
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

and

Department of Planning and Development Finance Division
Room 1006
City Hall
121 North LaSalle Street
Chicago, IL 60602
Attention: Deputy Commissioner
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Borrower:

Gas Plus, Inc.
3940 West Washington Boulevard
Chicago, IL 60624
Attention: Mr. Phillip Degeratto
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

with a copy to:

Julian & Associates
1038 North LaSalle Street
Chicago, IL 60610
Attention: Paul T. Julian
Telephone: (Omitted for printing purposes)
Facsimile: (Omitted for printing purposes)

if to the Trustee:	Cole Taylor Bank 111 West Washington Street, Suite 650 Chicago, IL 60602 Attention: Corporate Trust Department Telephone: (Omitted for printing purposes) Facsimile: (Omitted for printing purposes)
if to the Tender Agent:	Cole Taylor Bank 111 West Washington Street, Suite 650 Chicago, IL 60602 Attention: Corporate Trust Department Telephone: (Omitted for printing purposes) Facsimile: (Omitted for printing purposes)
if to the Remarketing Agent:	The Northern Trust Company 50 South LaSalle Street, 12 th Floor Chicago, IL 60675 Attention: Public Finance/Remarketing Telephone: (Omitted for printing purposes) Facsimile: (Omitted for printing purposes)
if to the Credit Entity and the Liquidity Entity:	The Northern Trust Company 2814 West Fullerton Chicago, IL 60647 Attention: Telephone: (Omitted for printing purposes) Facsimile: (Omitted for printing purposes)
and if to Standard & Poor's Ratings Service:	Standard & Poor's Ratings Service 36 th Floor 55 Water Street New York, NY 10041 Attention: Municipal Structured Group Telephone: (Omitted for printing purposes) Facsimile: (Omitted for printing purposes)

A duplicate copy of each notice required to be given hereunder by the Trustee to either the Issuer or the Borrower shall also be given to the other and to the Credit Entity, Liquidity Entity and each Rating Agency. Each addressee listed above may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each other addressee listed above.

Section 12.05. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of payment or performance hereunder shall not be a Business Day, then payment or

performance need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date originally due and in the case of payment no interest shall accrue for the period after such date.

Section 12.06. Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.07. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State without regards to conflict of law principles.

Section 12.08. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to the Indenture and not solely to the particular portion in which any such word is used.

Section 12.09. Captions. The captions or headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

Section 12.10. References to Credit Entity and Liquidity Entity Ineffective During Certain Periods. During any period of time which (a) no Credit Facility is in effect and no amounts remain unreimbursed to the Credit Entity under the Credit Facility Agreement or (b) the Credit Entity has not honored a properly presented and conforming drawing under the Credit Facility, references in this Indenture to the Credit Entity shall be ineffective. During any period of time in which (i) no Liquidity Facility is in effect and no amounts remain unreimbursed to the Liquidity Facility under the Liquidity Facility Agreement or (ii) the Liquidity Entity has not honored a properly presented and conforming drawing under the Liquidity Facility, references in this Indenture to the Liquidity Facility shall be ineffective.

Section 12.11. Third Party Beneficiary. The Issuer and the Trustee acknowledge that so long as the Credit Facility is in effect or any amount remains payable under the Credit Facility Agreement, the Credit Entity is an express third party beneficiary of the provisions of this Indenture, with the power to enforce the provisions hereof.

Section 12.12. Consent and Directions in Writing; Authorized Representatives. Any consent from, certification of or direction by the Liquidity Entity or the Credit Entity to be provided to the Trustee hereunder shall be in writing. Any consent, certification, request or direction by or from the Borrower or the Issuer shall be in writing and in each case shall be executed by an Authorized Borrower Representative or an Authorized Issuer Representative, respectively.

Section 12.13.No Personal Liability. No covenant or agreement contained in the Bonds or in this Indenture or any agreement or instrument in connection therewith or herewith shall be deemed to be the covenant or agreement of any present or future officer, agent, employee or attorney or the Issuer in his individual capacity, and no such person, including any such person executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

IN WITNESS WHEREOF, the Issuer has caused these presents to be signed in its name and behalf by its Chief Financial Officer, and to evidence its acceptance of the Trusts hereby created, the Trustee has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, as of the date first above written.

(SEAL)

CITY OF CHICAGO

ATTEST:

By: _____
James L. Laski,
City Clerk

By: _____
Walter K. Knorr,
Chief Financial Officer

[SEAL]

COLE TAYLOR BANK,
as Trustee

Attest:

By: _____
Its: _____

By: _____
Name: _____
Title: _____

[(Sub)Exhibit "B" referred to in this Trust Indenture with
Cole Taylor Bank unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Trust Indenture with Cole Taylor Bank reads as follows:

(Sub)Exhibit "A".
(To Trust Indenture With Cole Taylor Bank)

Form Of Bonds.

United States Of America

State Of Illinois

Registered Number: R-1

City Of Chicago
Variable Rate Demand Enterprise Zone
Facility Revenue Bond
(Gas Plus, Inc. Project), Series 2002.

Dated Date: Date of Issuance

C.U.S.I.P.: _____

Registered Owner: Cede & Co.

Maturity Date: _____ 1, 20__

Interest Rate Determination
Method: Weekly

Principal Amount: _____
Dollars

(\$ _____)

For Value Received, The City of Chicago (the "Issuer"), a municipality and home rule unit of local government, duly organized and validly existing under the Constitution and laws of the State of Illinois (the "State"), promises to pay to the Registered Owner named above, or registered assigns, but solely from the sources and in the manner hereinafter referred to, (a) the principal amount stated above on, unless called for earlier redemption or acceleration, the Maturity Date stated above and (b) the interest hereon from the dated date stated above at the rate established pursuant to the applicable interest rate determination method on each Interest Payment Date until the principal of this Bond is paid. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. The term "Interest Payment Date" means (a) in the case of the Weekly Rate and the Monthly Rate, (i) the first (1st) Business Day of each month, commencing on the first (1st) Business Day of _____, 2002, (ii) each Rate Conversion Date and (iii) the Maturity Date; and (b) in the case of the

Adjustable Rate and the Fixed Rate, each June 1 and December 1, commencing with the first (1st) such June 1 or December 1 occurring after the Rate Conversion Date for the Adjustable Rate or Fixed Rate and each Rate Conversion Date. Principal of and premium, if any, on this Bond shall be payable when due to the Registered Owner upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee, initially, Cole Taylor Bank, an Illinois banking corporation located at 111 West Washington Street, Chicago, Illinois 60602, Attention: Corporate Trust Department (together with any successor Trustee appointed pursuant to the hereinafter defined Indenture, the "Trustee"). Interest on this Bond shall be paid to the Registered Owner hereof whose name appears on the registration books kept by the Trustee as of the close of business on the applicable Regular or Special Record Date (as such record dates are defined below) (a) by check or draft mailed by first class mail on the Interest Payment Date to such Registered Owner at the address appearing in the registration books of the Trustee or (b) by wire transfer to such Registered Owner to an account in the continental United States if such Registered Owner is an owner of an aggregate principal amount of Bonds greater than or equal One Million Dollars (\$1,000,000) and if such Registered Owner shall have given the Trustee in writing the wire transfer address of such Registered Owner not less than one day prior to the Record Date for that Interest Payment Date; provided, however, that interest payable at the maturity of this Bond shall be paid only upon presentation and surrender of this Bond. A Registered Owner of an aggregate principal amount of Bonds greater than or equal to One Million Dollars (\$1,000,000) shall also have the right to have payment of the principal and premium on its Bonds to be made by wire transfer in accordance with and by following the procedures set forth in, the preceding sentence, provided such Registered Owner shall still be required to present and surrender its Bonds as provided above before any payment of principal or premium (whether by wire transfer or otherwise) shall be made. The term "Record Date" or "Regular Record Date" means (a) with respect to any Interest Payment Date when the Weekly Rate or the Monthly Rate is in effect, the Business Day next preceding that Interest Payment Date and (b) with respect to any Interest Payment Date when the Adjustable Rate or the Fixed Rate is in effect, the fifteenth (15th) day of the calendar month next preceding the month of the Interest Payment Date. If sufficient funds for the payment of interest becoming due on any Interest Payment Date are not on deposit with the Trustee on that date, the Trustee may establish a special interest payment date on which such overdue interest shall be paid and a special record date (the "Special Record Date") relating thereto.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State; particularly Section 6(a) of Article VII of the 1970 Constitution of the State and pursuant to a Bond Ordinance of the Issuer adopted on _____, 2002 (the "Bond Ordinance"), and a Trust Indenture (the "Indenture") dated as of July 1, 2002, between the Issuer and the Trustee. This Bond And Interest Due Hereon Shall Not Be A General Obligation, Debt Or A Liability Of Either The Issuer Or The State And Do Not Constitute Nor Give Rise To Any Pecuniary Liability Or Charge Against The General Credit Or Taxing Powers Of The

Issuer Or The State, But Shall Be A Limited Obligation Of The Issuer Payable Solely From And Secured By The "Revenues" (As Defined In The Indenture), For The Equal And Ratable Benefit Of The Owners, From Time To Time, Of The Bonds.

A director, officer, official, member, agent or employee, as such of the Issuer shall not have any liability for any obligations of the Issuer or the Borrower under the Bonds, the Indenture or the Loan Agreement, or for any claim based on such obligations or their creation. The owner of this Bond by accepting this Bond waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Bond.

It is certified and recited that all acts and conditions necessary to be done or performed by the Issuer or to have happened precedent to and in the issuing of the Bonds in order to make them the legal, valid and binding limited obligation of the Issuer enforceable in accordance with their terms, and precedent to and in the execution and delivery of the Indenture and the hereinafter defined Loan Agreement, have been performed and have happened in regular and due form as required by law.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Indenture until it shall have been authenticated by the manual execution by the Trustee or the Tender Agent of the certificate of authentication endorsed hereon.

All Capitalized Terms Used But Not Defined Herein Shall Have The Respective Meanings Assigned To Such Terms By The Indenture.

1. Structure Of And Security For Bonds. This Bond is one of a duly authorized issue of Variable Rate Demand Enterprise Zone Facility Revenue Bonds (Gas Plus, Inc. Project), Series 2002 (the "Bonds") issued by the Issuer pursuant to the Indenture, aggregating in principal amount of \$_____ and issued for the purpose of (i) financing a portion of the costs of acquiring, constructing and equipping of facilities to be located at 4800 West Madison Street in Chicago, Illinois and to be used as a new twenty-four (24) hour gas service station with an attached convenience mart and (ii) pay certain costs of issuing the Bonds.

Each Bond is issued under and is to be secured and entitled to the protection given by the Indenture. The Indenture is on file in the offices of the Issuer and the Trustee, and reference is hereby made to the Indenture for a more complete description of the provisions, among others, with respect to the nature and extent

of the security, the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Bonds, and the terms and conditions upon which this and all of the other Bonds are issued and secured, to all of the provisions of which Indenture each Registered Owner, by the acceptance hereof, assents.

Pursuant to the Loan Agreement dated as of July 1, 2002 (the "Loan Agreement"), between the Issuer and Gas Plus, Inc., an Illinois corporation (the "Borrower"), the Borrower is obligated to make loan payments to the Trustee in the amounts and at the times corresponding to Bond Service Charges on and the tender purchase price (the "Purchase Price") of the Bonds. By the Indenture, the Issuer has assigned its right, title and interest in and to the Loan Agreement (except for the Issuer's "Unassigned Rights" as defined in the Indenture) to the Trustee as security for the payment of the Bond Service Charges and the Purchase Price. As further security for the Registered Owners, the Borrower has caused The Northern Trust Company (the "Credit Entity") to issue to the Trustee an irrevocable, direct-pay letter of credit (the "Letter of Credit") in an initial stated amount equal to the principal amount of the Bonds, plus up to forty-five (45) days interest on the Bond at a maximum rate of twelve percent (12%) per annum. The Letter of Credit initially serves as both the Credit Facility and Liquidity Facility under the Indenture, and the Credit Entity shall serve as the initial Credit Entity and Liquidity Entity under the Indenture. The Borrower may provide an Alternate Credit Facility or Substitute Liquidity Facility as permitted under the Indenture. The Trustee will use the Letter of Credit to pay (a) principal of and interest on the Bonds when due on Interest Payment Dates, stated maturity dates, redemption dates and any accelerated maturity date and (b) the Purchase Price of Bonds on each tender date, as provided in the Indenture. The initial Liquidity Facility and Credit Facility each expire, by their terms, on the close of business on _____, 20____, unless terminated earlier or otherwise extended in accordance with their terms.

The Bonds are issued pursuant to and in compliance with the Bond Ordinance, the Constitution and laws of the State of Illinois. The Bonds are limited obligations of the Issuer, and the Bond Service Charges thereon and the Purchase Price thereof shall be payable equally and ratably solely from the Revenues derived from the Loan Agreement, any Credit Facility and Liquidity Facility then in effect and as otherwise provided in the Indenture and the Loan Agreement.

2. Interest. The Bonds shall bear interest initially at the Weekly Rate which may be converted to the Monthly Rate, the Adjustable Rate or the Fixed Rate, as provided in the Indenture. The Weekly Rate, the Monthly Rate and the Adjustable

Rate may not exceed the lesser of twelve percent (12%) or the rate per annum specified in the then applicable Credit Facility or Liquidity Facility as the maximum interest rate per annum to be used in determining the amount of monies available for the payment of interest on the Bonds. Interest shall be paid in arrears on the Interest Payment Dates for the Bonds which are specified for each Rate Period in the Indenture.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty-five (365) day year (three hundred sixty-six (366) during any calendar or fiscal year containing a February 29) for the actual number of days elapsed during such Rate Period. During any Rate Period when the Bonds bear interest at the Adjustable Rate or during any period when the Bonds bear interest at the Fixed Rate, interest on the Bonds shall be computed on the basis of a three hundred sixty (360) day year, consisting of twelve (12) thirty (30) day months. All determinations of any Weekly Rate, any Monthly Rate, any Adjustable Rate or a Fixed Rate shall be rounded to the nearest one one hundredth percent (0.01%). The Remarketing Agent and, in certain limited instances as provided in the Indenture, the Trustee, shall determine the Weekly Rate, the Monthly Rate, the Adjustable Rate and the Fixed Rate, but it shall be the duty of the Trustee to calculate the amount of interest payable for any period on the Bonds and due and owing to each Holder.

During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate or at the conclusion of any Rate Period when the Bonds bear interest at the Adjustable Rate, the Borrower has the option (i) to select a new interest rate determination method for the Bonds (i.e., from the Weekly Rate to the Monthly Rate, the Adjustable Rate or the Fixed Rate; from the Monthly Rate to the Weekly Rate, the Adjustable Rate or the Fixed Rate; or from the Adjustable Rate to the Weekly Rate, the Monthly Rate or the Fixed Rate) or (ii) where the Bonds have, during the current Rate Period, been bearing interest at the Adjustable Rate, to select an Adjustable Rate with a Rate Period of the same or different length from the length of the current Rate Period; provided that, from and after such time as the Bonds bear interest at the Fixed Rate, the Borrower shall no longer have the option to select a different interest rate determination method for the Bonds. The Borrower may exercise this option as set forth in the Indenture. The redetermination of the method by which interest borne by, the Bonds is to be calculated is a circumstance compelling a mandatory tender of Bonds.

For all Weekly and Monthly Rate Periods, the Weekly or Monthly Rate, as applicable, shall be the lowest interest rate which, in the sole and exclusive judgment of the Remarketing Agent (having due regard for prevailing financial conditions and the yields at which comparable securities are then being sold), would equal (but not exceed) the interest rate necessary to enable the Remarketing Agent to sell the Bonds (exclusive of accrued interest, if any) on the Rate Adjustment Date at a price equal to one hundred percent (100%) of the principal amount thereof.

For all Adjustable Rate Periods and conversion to a Fixed Rate, the Adjustable Rate or the Fixed Rate, as applicable, shall be that interest rate which, if borne by Bonds, would, in the sole and exclusive judgment of the Remarketing Agent (having due regard for the length of the proposed Rate Period or the Fixed Rate, as applicable, prevailing financial conditions and the yields at which comparable securities are then being sold), equal (but not exceed) the lowest interest rate necessary to enable the Remarketing Agent to sell all of the Bonds (exclusive of accrued interest, if any) on the Rate Conversion Date at a price equal to one hundred percent (100%) of the principal amount thereof.

Reference is made to Article II of the Indenture for additional provisions as to the interest rate determination method and the interest rate applicable to the Bonds.

3. Redemption. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at a redemption price of one hundred percent (100%) of the principal amount redeemed, plus accrued interest, if any, thereon to the redemption date.

During any Rate Period when the Bonds bear interest at the Adjustable Rate or at the Fixed Rate, the Bonds are subject to optional redemption by the Issuer, exercised at the written direction of the Borrower delivered to the Issuer, the Trustee, the Credit Entity and the Liquidity Entity, together with the written consent of the Credit Entity, at least forty-five (45) days prior to the proposed redemption date, in whole on any Business Day or in part on any Interest Payment Date at the redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), plus accrued interest, if any, thereof to the redemption date as follows:

Length Of Adjustable Rate Period, Or
Following Conversion To A Fixed Rate,
Years Remaining From Rate
Conversion Date Until
The Maturity Date

Commencement Of
Redemption Period

Redemption Price

More than (7) seven years

Fifth (5th) anniversary of
Rate Conversion Date

One hundred two percent (102%) declining by one-half percent ($\frac{1}{2}\%$) on each succeeding anniversary of the fifth (5th) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter

More than four (4), but not more
than seven (7) years

Third (3rd) anniversary of
Rate Conversion Date

One hundred and one-half percent (101 $\frac{1}{2}\%$), declining by half percent ($\frac{1}{2}\%$) on each succeeding anniversary of the third (3rd) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter

More than two (2), but not more
than four (4) years

Second (2nd) anniversary
of Rate Conversion Date

One hundred one percent (101%), declining by one-half percent ($\frac{1}{2}\%$) on each succeeding anniversary of the second (2nd) anniversary of the Rate Conversion Date until reaching one hundred percent (100%) and one hundred percent (100%) thereafter

Two (2) years or less

Non-callable

The foregoing notwithstanding, (a) if the Bonds bear interest at the Adjustable Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1st) Business Day of a month, such anniversary shall be deemed to occur on the first (1st) Business Day of the month in which such anniversary falls and (b) if the Bonds bear interest at the Fixed Rate and if any anniversary of the Rate Conversion Date falls on a date which is other than the first (1st) calendar day of a month, such anniversary shall be deemed to occur on the first (1st) calendar day of the month in which such anniversary falls.

The Bonds are subject to mandatory redemption in the maximum principal amount of Authorized Denominations permitted by the balance of monies transferred to the Bond Fund as described in (ii) below, and not otherwise necessary for the payment of principal of, premium, if any, or interest on the Bonds within the next twelve (12) months. Such redemption shall occur on the first (1st) Interest Payment Date upon which proper notice of redemption can be given, following (i) delivery by the Borrower of the Completion Certificate pursuant to the Loan Agreement and (ii) the transfer of excess monies, if any, from the Project Fund to the Bond Fund pursuant to the Loan Agreement. Such Bonds shall be redeemed at a redemption price equal to the principal amount thereof without premium, plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption in whole on the earliest date after the required notice of redemption can be given following a Determination of Taxability but not less than thirty-five (35) days following the Trustee's receipt of notice of such occurrence at a redemption price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date. All of the Bonds outstanding on the redemption date selected shall be redeemed on that date, except the Bonds maturing prior to that date, but after the selection thereof, shall be retired on their maturity date at the same price as if they had been called for redemption on the redemption date.

During an Adjustable Rate Period or after interest on the Bond has been converted to a Fixed Rate, at the option of the Borrower, with the consent of the Credit Entity, the Bonds shall be subject to redemption in whole and not in part prior to maturity, at a redemption price of one hundred percent (100%) of the principal amount to be redeemed plus accrued interest to the date fixed for redemption, upon the damage, destruction, condemnation of the Project, or the occurrence of certain events which render the continued operation of the Project uneconomic or impose unreasonable burdens or excessive liabilities on the Borrower, or the obligations of borrowers under the Loan Agreement become void, unenforceable or impracticable to perform in any material respect, all as more fully provided in the Indenture.

The Trustee shall provide notice by mail to the Registered Owner of redemptions at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption as provided in the Indenture. Failure to duly give notice of redemption by mail to any particular bondholder, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds for which notice has been properly given. Reference is made to Article III of the Indenture for the provisions applicable to the redemption of the Bonds, including the selection of Bonds to be redeemed.

4. Optional And Mandatory Tender. During any Rate Period when the Bonds bear interest at the Weekly Rate or the Monthly Rate, any Bond may be tendered for purchase at the option of the Registered Owner thereof on any Business Day upon seven (7) days written notice as provided in the Indenture. On any Rate Conversion

Date, Bonds are subject to mandatory tender for purchase at a purchase price equal to the principal amount thereof plus accrued interest, if any. At least thirty (30) days prior to a Rate Conversion Date, the Trustee shall give notice of the tender date to the Registered Owners. The Bonds are subject to mandatory tender on the third (3rd) Business Day preceding the date specified in the Liquidity Facility or Credit Facility as the expiration date of said Liquidity Facility or Credit Facility (the "Expiration Date") if the Borrower has not delivered to the Trustee by the thirty-fifth (35th) day prior to the Expiration Date a written copy of an extension of the Expiration Date of the Credit Facility or Liquidity Facility, as the case may be, or an Alternate Credit Facility or Substitute Liquidity Facility, as the case may be. The Bonds are subject to mandatory tender on the effective date of the substitution of an Alternate Credit Facility or a Substitute Liquidity Facility (the "Substitution Date") occurring while the Bonds are in a Weekly Rate Period or a Monthly Rate Period, subject to the right of the Registered Owner to retain all or a portion of its Bonds in Authorized Denominations as provided in the Indenture. Such mandatory tenders shall be at a purchase price equal to the principal amount thereof plus accrued interest, if any. In the event the Borrower has not delivered the items required above, not less than thirty-five (35) days prior to said Expiration Date or Substitution Date, as the case may be, the Trustee shall give notice of mandatory tender to each Registered Owner between the thirty-fourth (34th) and thirtieth (30th) days prior to said Expiration Date or Substitution Date which shall state the tender date and payment instructions with respect to the purchase price.

Upon (a) the written direction of the Credit Entity stating that the Bonds shall be subject to mandatory tender because there has been an Event of Default under the Credit Facility Agreement or (b) the written direction of the Liquidity Entity or the Credit Entity stating that the Bonds shall be subject to mandatory tender because there has been an Event of Default under the Liquidity Facility Agreement, the Bonds shall be subject to mandatory tender on the tender date described in the next sentence at a purchase price equal to one hundred percent (100%) of the principal amount thereof, plus accrued interest to such tender date. The Trustee shall promptly send written notice to all Registered Owners that the Bonds will be subject to mandatory tender on a date selected by the Trustee not more than ten (10) days or less than five (5) days after the date of such notice to the Trustee.

The failure to receive notice of a mandatory tender or any defect in that notice as to any Bond shall not affect the validity of the proceeding for the mandatory tender for that Bond or any other Bond.

5. **Transfer And Exchange Of Bonds.** The Bonds may be exchanged, at the option of their Owners, for other Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate or rates and maturing on the same date or dates as, the Bonds being exchanged. The exchange shall be made upon representation and surrender of the Bonds being exchanged at the principal corporate trust office of the Trustee together with an assignment duly

executed by the Registered Owner or its duly authorized attorney in any form which shall be satisfactory to the Trustee. The Issuer or the Trustee shall not be required to issue, register or exchange any Bond during the period beginning with the Record Date and ending on the next Interest Payment Date, nor during the period beginning fifteen (15) days before the mailing of notice of redemption of Bonds and ending on the redemption date, except Bonds for which a notice of optional tender has been received by the Trustee when the Bonds bear interest at the Weekly Rate or Monthly Rate. All Bonds issued upon any transfer or exchange of Bonds shall be the valid, limited obligations of the Issuer evidencing the same debt, and entitled to the same benefits under the Indenture, as Bonds surrendered upon transfer or exchange.

6. **Amendments To Loan Agreement And Indenture.** Without obtaining the consent of the Owners of the Bonds, the Issuer and the Trustee may consent to any amendment, change or modification of the Loan Agreement or the Indenture as may be required among other reasons, to cure any ambiguity, inconsistency or formal defect or omission in the Loan Agreement or the Indenture, or to permit any other change therein which, in the judgment of the Trustee, is not to the prejudice of the owners of the Bonds. Other amendments to the Indenture and the Loan Agreement may be made by obtaining the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding, provided that certain amendments require the consent of all registered owners of the Bonds. Reference is made to Articles X and XI of the Indenture of the provisions permitting amendments of the Loan Agreement and the Indenture.

7. **Default And Enforcement Of Remedies.** In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture or the Loan Agreement, or to institute, appear in or defend any suit or other proceedings with respect thereof, except as provided in the Indenture.

8. **Limited Obligation.** This Bond is a limited obligation of the Issuer and is payable solely out of the Revenues and other receipts, finds or monies derived from the Revenues derived from the Loan Agreement, any Credit Facility and Liquidity Facility then in effect and as otherwise provided in the Indenture and the Loan Agreement.

The Obligation Of The Issuer To Pay Principal Of This Bond, Any Interest Hereon, The Purchase Price And Redemption Premiums With Respect Hereto Do Not And Shall Never Constitute An Indebtedness Or An Obligation Of The Issuer, The State Or Any Political Subdivision Thereof, Within The Purview Of Any Constitutional

Limitation Or Statutory Provision, Or A Charge Against The General Credit Or Taxing Powers Of Any Of Them, But Shall Be Payable Solely From The Revenues And Receipts Derived From The Loan Agreement, The Note And The Credit Facility. No Owner Of The Bonds Shall Have The Right To Compel The Exercise Of The Taxing Power Of The Issuer, The State Or Any Political Subdivision Thereof To Pay Any Principal Installment Of, Redemption Premium, If Any, Or Interest On The Bonds.

No recourse shall be had for the payment of the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture or the Loan Agreement against any past, present or fixture member, official, officer, agent or employee of the Issuer, or any member, official, officer, employee, director or trustee of any successor as such, either directly or through the Issuer or any successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, official, employee, director, agent or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture or the Loan Agreement and the issuance of the Bonds.

9. Miscellaneous. This Bond is issued with the intent that the laws of the State of Illinois will govern for all purposes.

In Witness Of The Above, The City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its corporate seal to be affixed hereon, all as of the date set forth above.

City of Chicago

By: _____
Mayor

[Seal]

Attest:

City Clerk

Certification Of Authentication.

This Bond is one of the Bonds described
in the within-mentioned Indenture.

Date of Registration and Authentication: Cole Taylor Bank, as Trustee

By: _____
Authorized Signatory

or

Cole Taylor Bank, as Tender Agent

By: _____
Authority Signatory

Form Of Assignment.

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

Ten. Com. -- as tenants in common

Ten. Ent. -- as tenants by the entireties

Jt. Ten. -- as joint tenants with right of survivorship and not as tenants
in common

Unif. Gift Min. Act _____ Custodian _____
(Cust.) (Minor)

under Uniform Gifts to Minors Act

(State)

Additional abbreviations may also be used, though not in the above list.

For Value Received, The undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

The City of Chicago Variable Rate Demand Enterprise Zone Facility Revenue Bond (Gas Plus, Inc. Project), Series 2002 (the "Bond"), numbered _____, and does hereby irrevocably constitute and appoint _____ to transfer the Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The Signature of this assignment must correspond with the name as it appears upon the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Notice: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.

Taxpayer Identification Number:

**AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, AND WAIVER
OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL
AND RELIGIOUS INSTITUTIONS.**

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, to which has been referred June 19, 2002, sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, and waiver 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 order transmitted herewith.

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

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances and order as passed (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

A.G. Beth Israel.

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

SECTION 1. That the Commissioner of Buildings, the Director of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to A.G. Beth Israel, 3635 West Devon Avenue for a wheel chair lift.

Said building shall be used exclusively for not-for-profit 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.

A.G. Beth Israel, a not-for-profit, Illinois corporation, located at 3635 West Devon Avenue, engaged in social service and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

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

Austin Wellness And Education Center.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Austin Wellness and Education Center for new construction on the premises known as 4800 West Chicago Avenue.

Said building shall be used exclusively for not-for-profit 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.

Concordia Evangelical Lutheran Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Concordia Evangelical Lutheran Church, 3855 North Seeley Avenue, for the demolition of annex of an existing building and rehabilitation of a day care center on the premises known as 3320 North Whipple Street.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

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

Saint Columba Parish.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Columba Parish, 13323 Green Bay Avenue for air-conditioning work on the premises known as 13323 Green Bay Avenue.

Said building shall be used exclusively for medical, educational, and other 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 the plans submitted.

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

Saint Turibius Church.

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

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Turibius Church, 5646 South Karlov Avenue, for a parish block party/family festival to be held August 24, 2002 on the premises known as 5646 South Karlov Avenue.

Said special event shall be used exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

WAIVER OF FEE.

Saint Turibius Church.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Event Raffle License fee (Code 1625) in the amount of \$100.00 for Saint Turibius Church, 5646 South Karlov Avenue, for their annual raffle to be held on November 16, 2002 at The Martinique, 2500 West 95th Street, Evergreen Park, Illinois 60805.

EXEMPTION OF CHICAGO HOUSING AUTHORITY (ARMOUR
SQUARE APARTMENTS) FROM PAYMENT OF ALL CITY
PERMIT, LICENSE AND INSPECTION FEES.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Balcer (11th Ward) exempting the Chicago Housing Authority, various locations, from payment of all city permit, license and inspection fees, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik; Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Director of Revenue, the Commissioner of Sewers and the Commissioner of Water are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Chicago Housing Authority, a not-for-profit Illinois corporation, related to the erection and maintenance of the building(s) and fuel storage facilities at the following locations:

Armour Square Apartments:

3120 South Wentworth Avenue

3146 South Wentworth Avenue

3216 South Wentworth Avenue

3250 South Wentworth Avenue

Said building(s) and appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago, and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits and licenses.

SECTION 2. Chicago Housing Authority, a not-for-profit Illinois corporation, engaged in low-income senior housing, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Chicago Housing Authority shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall take effect and be in force upon its passage and publication.

EXEMPTION OF GERMAN AMERICAN NATIONAL CONGRESS/
D.A.N.K. HOUSE FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING NOVEMBER 15, 2002.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47th Ward) exempting German American National Congress/D.A.N.K. House from payment of all city permit, license and inspection fees for the year ending November 15, 2002, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Buildings, the Director of the Department of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the German American National Congress/D.A.N.K. House, a not-for-profit Illinois corporation related to the erection and maintenance of the building(s) and fuel storage facilities at 4749 North Western Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. German American National Congress/D.A.N.K. House, a not-for-profit Illinois corporation, located at 4749 North Western Avenue, engaged in educational, social and related activities, shall be exempt from payment of the city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. German American National Congress/D.A.N.K. shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from November 16, 2001 and ending November 15, 2002.

**EXEMPTION OF GREATER CHICAGO FOOD DEPOSITORY
FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES.**

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Burke (14th Ward) exempting the Greater Chicago Food Depository from payment of all city permit, license and inspection fees, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Environment, the Commissioner of Fire, the Commissioner of Sewers, the Commissioner of Water and the Director of Revenue are hereby authorized and directed to issue all necessary permits, all on-site water/sewer inspection fees, all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Greater Chicago Food Depository, 4501 South Tripp Avenue, for the construction of a new food depository on the premises known as 4100 West 42nd Place (tentative).

The new facility will be located on a ten and ninety-eight hundredths (10.98) acre site that is bounded on the south by West 42nd Place, on the west by South Keeler Avenue, on the north by West 40th Street and on the east by Karlov Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago; and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all necessary permits.

SECTION 2. The Greater Chicago Food Depository shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Section 1 of this ordinance.

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

EXEMPTION OF JANE ADDAMS RESOURCE CORPORATION FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING AUGUST 15, 2002.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47th Ward) exempting Jane Addams Resource Corporation from payment of all city permit, license and inspection fees for the year ending August 15, 2002, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Director of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Jane Addams Resource Corporation, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4229 North Honore Street and 4222 North Ravenswood Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenance thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Jane Addams Resource Corporation, a not-for-profit Illinois corporation, located at 4229 North Honore Street and 4222 North Ravenswood Avenue, engaged in mechanical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Jane Addams Resource Corporation shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from August 16, 2001 and ending August 15, 2002.

EXEMPTION OF JANE ADDAMS RESOURCE CORPORATION FROM
PAYMENT OF ALL CITY PERMIT, LICENSE AND INSPECTION
FEES FOR YEAR ENDING AUGUST 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulter (47th Ward) exempting Jane Addams Resource Corporation from payment of all city permit, license and inspection fees for the year ending August 15, 2003, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Buildings, the Director of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Jane Addams Resource Corporation, a not-for-profit corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4229 North Honore Street and 4222 North Ravenswood Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said

building(s) and all appurtenance thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licenses.

SECTION 2. Jane Addams Resource Corporation, a not-for-profit Illinois corporation, located at 4229 North Honore Street and 4222 North Ravenswood Avenue, engaged in mechanical, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Jane Addams Resource Corporation shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from August 16, 2001 and ending August 15, 2003.

EXEMPTION OF THE RAVEN THEATRE COMPANY FROM
PAYMENT OF ALL CITY PERMIT, LICENSE
AND INSPECTION FEES FOR YEAR
ENDING JUNE 30, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman O'Connor (40th Ward) exempting The Raven Theatre Company from payment of all city permit, license and inspection fees for the year ending June 30, 2003, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to The Raven Theatre Company, a not-for-profit Illinois corporation, related to the erection and maintenance of a building and fuel storage facility at 6157 North Clark Street.

Said building and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building and all appurtenances thereto shall be constructed and maintained so that

they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licences.

SECTION 2. The Raven Theatre Company, a not-for-profit Illinois corporation, located at the above-captioned location, engaged in cultural, educational and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. The Raven Theatre Company shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from July 1, 2002 to June 30, 2003.

EXEMPTION OF TRAVELERS & IMMIGRANTS AID-CHICAGO
CONNECTIONS FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING AUGUST 15, 2002.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47th Ward) exempting Travelers & Immigrants Aid-Chicago Connection from payment of all city permit, license and inspection fees for the year ending August 15, 2002, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Director of the Department of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the Travelers & Immigrants Aid-Chicago Connections, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4411 North Ravenswood Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licences.

SECTION 2. Travelers & Immigrants Aid-Chicago Connections, a not-for-profit Illinois corporation, located at 4411 North Ravenswood Avenue, engaged in social services and related activities; shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Travelers & Immigrants Aid-Chicago Connections shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from August 16, 2001 and ending August 15, 2002.

EXEMPTION OF TRAVELERS & IMMIGRANTS AID-CHICAGO
CONNECTIONS FROM PAYMENT OF ALL CITY PERMIT,
LICENSE AND INSPECTION FEES FOR YEAR
ENDING AUGUST 15, 2003.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a proposed ordinance presented by Alderman Schulner (47th Ward) exempting Travelers & Immigrants Aid-Chicago Connection from payment of all city permit, license and

inspection fees for the year ending August 15, 2003, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Buildings, the Director of the Department of Revenue, the Commissioner of Transportation, 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, all on-site water/sewer inspection fees and all water/sewer plan review fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to the

Travelers & Immigrants Aid-Chicago Connections, a not-for-profit Illinois corporation, related to the erection and maintenance of building(s) and fuel storage facilities at 4411 North Ravenswood Avenue.

Said building(s) and all appurtenances thereto shall be used exclusively for charitable 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 and all of the appropriate provisions of the Municipal Code of the City of Chicago and departmental requirements of various departments of the City of Chicago, and said building(s) and all appurtenances thereto shall be constructed and maintained so that they shall comply in all respects with the requirements of the appropriate provisions of the Municipal Code of the City of Chicago for the issuance of all permits and licences.

SECTION 2. Travelers & Immigrants Aid-Chicago Connections, a not-for-profit Illinois corporation, located at 4411 North Ravenswood Avenue, engaged in social services and related activities, shall be exempt from the payment of city license fees and shall be entitled to the cancellation of warrants for the collection of inspection fees.

SECTION 3. Travelers & Immigrants Aid-Chicago Connections shall be entitled to a refund of city fees which it has paid and to which it is exempt pursuant to Sections 1 and 2 of this ordinance.

SECTION 4. This ordinance shall be in force for a period of one (1) year from August 16, 2002 and ending August 15, 2003.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR
COLLECTION ISSUED AGAINST CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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:

7/10/2002

REPORTS OF COMMITTEES

89561

Name And Address	Warrant Number And Type Of Inspection	Amount
Anixter Center (Casa Conteras) 1122 North California Avenue	C2-200477 (Refrig.)	\$ 40.00
Benton Community Settlement House/Benton House (various locations)	P1-200475 (Fuel Burn. Equip.)	45.00
	P1-202014 (Fuel Burn. Equip.)	90.00
Catholic Kopling Society of Chicago 5826 North Elston Avenue	B3-201063 (Pub. Place of Assemb.)	60.00
Chicago Victory Outreach 2739 West North Avenue	C2-201059 (Refrig.)	240.00
	F4-205160 (Mech. Vent.)	108.00
Misericordia Heart of Mercy 2916 West 47 th Street	P1-200509 (Fuel Burn. Equip.)	375.00
Peace School 3121 North Lincoln Avenue	F4-206937 (Mech. Vent.)	40.00
Resurrection Day Care Nursery 1849 North Hermitage Avenue	P1-200352 (Fuel Burn. Equip.)	135.00
Saint Stevens (Stephen King of Hungary) Church 2015 West Augusta Boulevard	B1-200326 (Bldg.)	60.00

Name And Address	Warrant Number And Type Of Inspection	Amount
Spanish Coalition For Jobs, Inc. 2011 West Pershing Road	F4-205673 (Mech. Vent.)	\$120.00
Swedish American Museum 5211 North Clark Street	B3-200526 (Pub. Place of Assemb.)	60.00
	B3-200529 (Pub. Place of Assemb.)	60.00
	B3-200531 (Pub. Place of Assemb.)	60.00
Uptown Center Hull House 4520 North Beacon Avenue	F4-207033 (Mech. Vent.)	40.00

AUTHORIZATION 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, July 10, 2002.

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 fire fighters 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending 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 Number 100.9112.937:

[Regular orders printed on pages 89564
through 89571 of this *Journal*.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACEVEDO	POLICE OFFICER	NINETEENTH DISTRICT	11/09/2001	190.00
ADAMS	POLICE OFFICER	SIXTH DISTRICT	1/03/2001	330.00
AIRHART	POLICE OFFICER	DETECTIVE DIVISION - AREA 2	8/28/2001	19507.92
ALLEN	POLICE OFFICER	FIFTEENTH DISTRICT	10/13/2000	138.00
ANDERSON	POLICE OFFICER	SEVENTH DISTRICT	4/09/2002	164.34
ANDRAS	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	9/13/2000	39.00
ANDRUZZI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/19/2000	262.00
ANGELO	POLICE OFFICER	SIXTEENTH DISTRICT	7/20/1996	2103.00
ANTHONY	POLICE OFFICER	SEVENTH DISTRICT	4/15/2002	212.00
ARROYO	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/2002	306.87
AUDLE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/23/2002	945.07
AYANCOKE-DORSEY	POLICE OFFICER	FIFTH DISTRICT	7/24/2000	663.00
BADNALL	POLICE OFFICER	SIXTEENTH DISTRICT	7/20/2000	189.00
BANABZKIEWICZ	POLICE OFFICER	NINETEENTH DISTRICT	3/11/2002	882.00
BANUELOS	POLICE OFFICER	NARCOTICS SECTION	4/09/2002	232.00
BARCLAY	POLICE OFFICER	SEVENTH DISTRICT	4/18/2002	135.29
BARNHILL	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	3/08/2002	1465.29
BARRON	POLICE OFFICER	FIFTEENTH DISTRICT	2/01/2002	2714.10
BARTLETT	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/26/2002	78.00
BAUMANN	POLICE OFFICER	ELEVENTH DISTRICT	4/08/2002	162.84
BERETA	POLICE OFFICER	EIGHTH DISTRICT	4/21/2002	263.28
BERRY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	4/06/2002	1011.00
BLAIR	POLICE OFFICER	NINTH DISTRICT	9/29/2001	159.00
BLASZ	POLICE OFFICER	NINTH DISTRICT	2/05/2002	1094.04
BLISSETT	POLICE OFFICER	RECRUIT TRAINING	11/02/2000	174.00
BOEDEKER	POLICE OFFICER	FIRST DISTRICT	2/14/2002	446.00
BOEYKENS	POLICE OFFICER	ELEVENTH DISTRICT	3/19/2002	240.67
BRADY	POLICE OFFICER	TWENTIETH DISTRICT	11/26/2001	219.00
BRANDT	POLICE OFFICER	SIXTH DISTRICT	11/24/2001	200.82
BRONSKI	POLICE OFFICER	YOUTH DIVISION AREA ONE	4/14/2002	1107.00
BROWN	POLICE OFFICER	EIGHTH DISTRICT	4/21/2002	718.70
BUFFORD-FARRIS-FISHER	POLICE OFFICER	EIGHTEENTH DISTRICT	2/27/2002	1194.19
BURNS	POLICE OFFICER	SEVENTH DISTRICT	6/01/2000	165.00
CAMPBELL	POLICE OFFICER	FIFTH DISTRICT	2/16/2002	2113.80
CARROTHERS	POLICE OFFICER	FIFTEENTH DISTRICT	2/17/2002	94.00
CARTAGENA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/17/2002	1081.17
CASTILLO	POLICE OFFICER	FOURTEENTH DISTRICT	3/03/2002	112.00
CATANZARA	POLICE OFFICER	SECOND DISTRICT	1/24/2001	269.00
CAUNIAN	POLICE OFFICER	TWENTIETH DISTRICT	4/05/2002	1270.96
CAVANAUGH	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/24/2002	745.50
CHATMAN	POLICE OFFICER	FIFTEENTH DISTRICT	10/08/2001	61.00
CHLIPALA	POLICE OFFICER	RECRUIT TRAINING	4/29/2002	647.77
CHOI	POLICE OFFICER	RECRUIT TRAINING	2/09/2000	24.00
COLEMAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/05/2002	680.95
COLTRI	POLICE OFFICER	SEVENTH DISTRICT	4/06/2002	37.00
CONNORS	POLICE OFFICER	SIXTH DISTRICT	4/03/2002	78.40
CONSTANT	POLICE OFFICER	SEVENTH DISTRICT	4/21/2002	233.35
CONTRERAS	POLICE OFFICER	EIGHTH DISTRICT	4/09/2002	263.60
			4/12/2002	715.50

7/10/2002

REPORTS OF COMMITTEES

89565

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
COONEY	POLICE OFFICER	TWENTIETH DISTRICT	4/16/2002	149.00
CORNELIUS	POLICE OFFICER	FIFTH DISTRICT	2/02/2001	1410.00
COTTON	POLICE OFFICER	THIRD DISTRICT	12/18/2001	237.00
COUCHLIN	POLICE OFFICER	NINTH DISTRICT	3/09/2002	1293.90
COX	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/22/2002	320.00
COZZI	POLICE OFFICER	TWENTIETH DISTRICT	2/21/2002	9634.70
CRAMER	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/06/2001	631.00
CREETH	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/14/2002	423.81
CROSBY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/23/2002	543.00
CULVER	POLICE OFFICER	NINETEENTH DISTRICT	8/25/2001	2201.00
CUMMINGB	POLICE OFFICER	THIRD DISTRICT	4/23/2002	191.90
CUNNINGHAM	POLICE OFFICER	NINTH DISTRICT	3/31/2002	340.00
CUNNINGHAM	POLICE OFFICER	EIGHTH DISTRICT	3/21/2002	707.00
CUNNINGHAM	POLICE OFFICER	EIGHTH DISTRICT	12/28/2001	335.51
CUNNINGHAM	POLICE OFFICER	ELEVENTH DISTRICT	8/06/2001	290.10
CUOMO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/05/2001	230.50
CYONAR	POLICE OFFICER	EIGHTH DISTRICT	1/13/2002	25.00
DAHILL	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	4/19/2002	156.62
DALY	POLICE OFFICER	EIGHTEENTH DISTRICT	7/08/2001	237.29
DALY	POLICE OFFICER	FIRST DISTRICT	4/15/2002	90.00
DARCY	POLICE OFFICER	FIFTH DISTRICT	4/09/2002	1670.73
DAVIS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/31/2002	224.35
DAVIS-ELIAS	POLICE OFFICER	NARCOTICS SECTION	4/24/2002	353.66
DAVOREN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/20/2001	146.90
DELACRUZ	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/10/2002	1545.12
DELBOSQUE	POLICE OFFICER	ELEVENTH DISTRICT	3/25/2002	121.00
DELVALLE	POLICE OFFICER	SEVENTH DISTRICT	4/02/2002	248.50
DEMATO	POLICE OFFICER	COMMUNICATIONS DIVISION ADMINI	3/09/2002	71.37
DEPASS	POLICE OFFICER	NINETEENTH DISTRICT	11/23/2000	292.00
DOLAN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/21/2002	897.31
DORAN	POLICE OFFICER	EIGHTH DISTRICT	3/02/2002	831.00
DORRIS	POLICE OFFICER	SECOND DISTRICT	3/27/2001	2097.25
DOVIN	POLICE OFFICER	TWELFTH DISTRICT	4/27/2002	78.00
DURAN	POLICE OFFICER	ELEVENTH DISTRICT	3/10/2002	37.00
EAKELS	POLICE OFFICER	TWENTY-SECOND DISTRICT	11/28/2001	973.00
EASTERDAY	POLICE OFFICER	SIXTEENTH DISTRICT	8/16/2000	576.00
EDENHOFFER	POLICE OFFICER	NINTH DISTRICT	12/24/1998	1219.78
EGAN	POLICE OFFICER	SECOND DISTRICT	6/26/2001	843.00
ERBACHER	POLICE OFFICER	NINETEENTH DISTRICT	12/29/2000	1273.00
ERICKSON	POLICE OFFICER	RECRUIT TRAINING	4/18/2002	486.84
ESPINOZA	POLICE OFFICER	TWELFTH DISTRICT	4/14/2002	696.00
ESPOSITO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/19/2002	166.70
EVEN	POLICE OFFICER	NARCOTICS SECTION	4/17/2002	1693.91
FELICIANO	POLICE OFFICER	FIRST DISTRICT	12/28/2001	4313.00
FENNER	POLICE OFFICER	SEVENTH DISTRICT	2/10/2002	395.08
FIELDS	POLICE OFFICER	FOURTEENTH DISTRICT	6/13/2001	5133.88
FINOCCHIO	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/03/2002	1758.40
FIORINO	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/2002	141.22
FITZGERALD	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/16/2002	530.94
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CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FOLEY-JOHNSUN	POLICE OFFICER	TWELFTH DISTRICT	3/25/2002	142.00
FONATANETTA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/30/2002	453.35
FOSS	POLICE OFFICER	EIGHTH DISTRICT	1/28/2000	2397.80
FOSTER	POLICE OFFICER	SEVENTEENTH DISTRICT	3/09/2002	326.80
FOSTER	POLICE OFFICER	NINETEENTH DISTRICT	2/29/2002	534.00
FOSTER	POLICE OFFICER	THIRD DISTRICT	11/05/2001	697.30
FUDA	POLICE OFFICER	SEVENTH DISTRICT	12/01/2001	31.00
GALAN	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/03/2002	78.00
GALLEOOS	POLICE OFFICER	FOURTH DISTRICT	1/22/2002	3049.93
GAMBOA	POLICE OFFICER	TENTH DISTRICT	3/04/2002	230.00
GHOLSTON	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/01/2002	278.70
GLUGA	POLICE OFFICER	THIRTEENTH DISTRICT	11/19/2001	584.00
GOLUCKI	POLICE OFFICER	FIFTEENTH DISTRICT	4/28/2002	141.22
GONZALEZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/14/2002	78.00
GONZALEZ	POLICE OFFICER	ELEVENTH DISTRICT	3/19/2002	78.00
GOODWIN	POLICE OFFICER	THIRD DISTRICT	3/03/2002	61.00
GORDON	POLICE OFFICER	SEVENTH DISTRICT	8/28/2001	379.00
GORDON	POLICE OFFICER	SEVENTH DISTRICT	9/13/2001	495.77
GORDON	POLICE OFFICER	SEVENTH DISTRICT	2/08/2002	2779.28
GRANAT	POLICE OFFICER	SEVENTH DISTRICT	3/04/2002	131.14
GRANDY	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/04/2001	879.00
GRIFFIN	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/11/2002	574.94
GRIFFIN	POLICE OFFICER	SECOND DISTRICT	9/20/2001	49.00
GROBLA	POLICE OFFICER	SEVENTH DISTRICT	9/23/2001	23.00
GUTIERREZ	POLICE OFFICER	SIXTEENTH DISTRICT	4/08/2002	93.40
HAENSE	POLICE OFFICER	NINTH DISTRICT	4/26/2002	78.00
HAENSE	POLICE OFFICER	SEVENTEENTH DISTRICT	4/15/2002	649.70
HALSELL	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/20/2002	78.00
HAMMERMEISTER	POLICE OFFICER	SIXTEENTH DISTRICT	4/09/2002	150.00
HANSEN	POLICE OFFICER	TWELFTH DISTRICT	2/02/2002	1154.10
HARRIS	POLICE OFFICER	FIFTH DISTRICT	7/09/2000	59.00
HARRIS	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/23/2002	249.00
HARRIS	POLICE OFFICER	FIFTH DISTRICT	2/13/2002	131.00
HENDERSON	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/29/2002	352.95
HENDERSON	POLICE OFFICER	RECRUIT TRAINING	4/17/2002	750.37
HERRON-BLAKELY	POLICE OFFICER	EIGHTEENTH DISTRICT	6/17/1996	3463.00
HIGGINS	POLICE OFFICER	ELEVENTH DISTRICT	3/17/2002	118.00
HINN-CZYSCON	POLICE OFFICER	NINTH DISTRICT	4/28/2002	156.61
HORNE	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	4/11/2002	1458.45
HUMANI	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/2002	106.98
HUNTER	POLICE OFFICER	THIRTEENTH DISTRICT	4/12/2002	1439.90
HURLEY	POLICE OFFICER	FOURTH DISTRICT	4/03/2002	372.73
HURLEY	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	3/14/2002	61.00
ISADORE	POLICE OFFICER	EIGHTH DISTRICT	8/26/2001	461.30
IVORY	POLICE OFFICER	EIGHTH DISTRICT	3/26/2002	608.81
JACKSON	POLICE OFFICER	EIGHTH DISTRICT	6/30/2001	2491.46
JACKSON	POLICE OFFICER	SIXTH DISTRICT	4/10/2002	573.68
JAKS	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/1977	411.15
JAKS	POLICE OFFICER	SEVENTEENTH DISTRICT	4/12/2001	994.00

7/10/2002

REPORTS OF COMMITTEES

89567

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
JAMBROSEK	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	6/26/2001	68.00
JANUS	POLICE OFFICER	FOURTEENTH DISTRICT	11/28/2001	1183.68
JENKINS	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/18/2001	3149.00
JENKINS	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	2/20/2002	157.00
JOHNSON	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	3/19/2002	431.87
JOHNSON	POLICE OFFICER	EIGHTH DISTRICT	4/04/2002	3932.59
JOHNSON	POLICE OFFICER	SEVENTH DISTRICT	11/16/2001	9190.86
JONES	POLICE OFFICER	FOURTEENTH DISTRICT	5/30/2001	2743.75
JONES	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	10/13/1999	710.00
JONES	POLICE OFFICER	SEVENTH DISTRICT	11/18/2001	1408.30
JONES	POLICE OFFICER	EIGHTH DISTRICT	11/15/1999	384.93
JONES	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/10/2002	433.43
JONES JR	POLICE OFFICER	THIRD DISTRICT	11/21/2001	1377.20
JORDAN	POLICE OFFICER	THIRD DISTRICT	9/09/2001	270.00
JOTAUTAS	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/07/2002	78.00
JUDEH	POLICE OFFICER	SEVENTH DISTRICT	7/04/2001	217.55
JUDEH	POLICE OFFICER	SEVENTH DISTRICT	9/28/2001	274.40
JUST	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	10/02/2001	9925.00
KACZOROWSKI	POLICE OFFICER	ELEVENTH DISTRICT	3/15/2002	161.00
KANE-FIGUEROA	POLICE OFFICER	SEVENTH DISTRICT	7/11/1999	1190.00
KASPER	POLICE OFFICER	SEVENTH DISTRICT	3/20/2002	78.40
KEELER	POLICE OFFICER	FIRST DISTRICT	12/30/2000	607.00
KIMBLE	POLICE OFFICER	NARCOTICS SECTION	12/15/2001	972.00
KING	POLICE OFFICER	SIXTEENTH DISTRICT	12/07/2001	302.00
KOLMAN	POLICE OFFICER	TWELFTH DISTRICT	6/24/2001	389.20
KOPSKY	POLICE OFFICER	TWELFTH DISTRICT	8/14/2001	1080.00
KRAUSHAAH	POLICE OFFICER	RECRUIT TRAINING	5/04/1993	5617.38
LADON	POLICE OFFICER	FOURTH DISTRICT	12/30/1999	40.00
LAPPE	POLICE OFFICER	FOURTH DISTRICT	3/31/2000	328.20
LEE	POLICE OFFICER	SIXTEENTH DISTRICT	3/31/2002	519.47
LEWIS	POLICE OFFICER	FOURTH DISTRICT	4/23/1988	28.49
LEWIS	POLICE OFFICER	FOURTH DISTRICT	3/02/2002	157.00
LINDSTROM	POLICE OFFICER	FOURTH DISTRICT	8/04/2001	147.77
LOCONTE	POLICE OFFICER	NINTH DISTRICT	12/16/2001	2614.68
LOUGHNEY	POLICE OFFICER	NINTH DISTRICT	2/07/2002	420.00
LUCAS-WEBB	POLICE OFFICER	NINTH DISTRICT	6/16/2001	88.00
LUTZOW	POLICE OFFICER	NINTH DISTRICT	3/05/2002	2204.79
MACK	POLICE OFFICER	THIRD DISTRICT	4/16/2001	3106.60
MADRIGAL	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	2/27/2002	1692.60
MALOBAGIC	POLICE OFFICER	SEVENTH DISTRICT	3/20/2002	41.00
MARAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/20/2002	78.40
MAROVICH	POLICE OFFICER	FOURTH DISTRICT	2/13/2002	6032.73
MASON	POLICE OFFICER	DISTRICT REINSTATEMENTS	4/04/2002	230.00
MAXSON	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	12/16/2000	33.00
MAYO	POLICE OFFICER	DETECTIVE DIVISION - AREA 5	3/08/2002	1128.60
MC GOVERN	POLICE OFFICER	ELEVENTH DISTRICT	3/21/2002	172.50
MCCULLAR	POLICE OFFICER	SIXTH DISTRICT	7/15/2000	161.00
	POLICE OFFICER	SIXTH DISTRICT	4/13/1977	140.00
	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	4/13/2001	7524.49

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCDERMOTT	POLICE OFFICER	UNKNOWN	3/12/1996	100.28
MCGOWAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	7/20/2000	11131.00
MENDEZ	POLICE OFFICER	FOURTH DISTRICT	3/25/2001	674.00
MEZIERE	POLICE OFFICER	FIFTEENTH DISTRICT	3/01/2002	1093.00
MIDONA	POLICE OFFICER	EIGHTEENTH DISTRICT	3/02/2002	180.69
MILES	POLICE OFFICER	EIGHTEENTH DISTRICT	8/04/2001	341.04
MORRIS	POLICE OFFICER	THIRD DISTRICT	3/12/2002	370.44
MULLEN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/16/1996	5902.08
MULLENIX	POLICE OFFICER	TWENTIETH DISTRICT	2/21/2002	2973.74
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/20/2002	633.27
MURPHY	POLICE OFFICER	SEVENTH DISTRICT	3/25/2002	212.10
MURZYN	POLICE OFFICER	EIGHTH DISTRICT	6/25/2000	576.00
NALLEN	POLICE OFFICER	TWELFTH DISTRICT	11/01/2000	15.00
NAVEZ	POLICE OFFICER	SEVENTEENTH DISTRICT	3/23/2002	501.20
NICHOLS	POLICE OFFICER	SIXTH DISTRICT	6/10/2001	84.00
NOONAN	POLICE OFFICER	UNKNOWN	3/27/2002	436.62
NOWAKOWSKI	POLICE OFFICER	STAFF SERVICES - ADMINISTRATION	11/14/2001	1375.00
OSUJI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	12/22/2001	215.00
OZGA	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	1/12/2002	37.80
PAGE	POLICE OFFICER	FOURTH DISTRICT	7/23/2000	331.00
PAIGE	POLICE OFFICER	NINETEENTH DISTRICT	3/11/2002	882.00
PANBUKU	POLICE OFFICER	TWENTIETH DISTRICT	12/10/2001	3594.00
PARKER	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/23/2001	19281.10
PARRILLO	POLICE OFFICER	TWELFTH DISTRICT	2/27/2002	798.00
PAYNE	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/26/2001	597.34
PEREZ	POLICE OFFICER	TWELFTH DISTRICT	2/04/2002	78.00
PERUSICH	POLICE OFFICER	EIGHTH DISTRICT	1/11/2002	23286.13
PETERSON	POLICE OFFICER	BOMB AND ARSON SECTION	3/25/2002	896.23
POKOJCOWCZYK	POLICE OFFICER	SEVENTEENTH DISTRICT	9/10/2000	121.00
POREBSKI	POLICE OFFICER	FIFTEENTH DISTRICT	1/09/2001	15.00
POWELL	POLICE OFFICER	TWENTIETH DISTRICT	4/24/2000	192.00
RANDOS	POLICE OFFICER	TWELFTH DISTRICT	3/29/2002	1440.00
RANDALL	POLICE OFFICER	FOURTEENTH DISTRICT	12/27/1999	161.00
RAY	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	6/25/2000	192.00
REID	POLICE OFFICER	EIGHTEENTH DISTRICT	12/19/1999	949.00
RENT	POLICE OFFICER	RECRUIT TRAINING	3/17/2002	173.55
RENTERIA	POLICE OFFICER	SEVENTH DISTRICT	1/30/2002	61.00
RESA	POLICE OFFICER	FOURTH DISTRICT	11/13/1998	393.90
REYES	POLICE OFFICER	THIRTEENTH DISTRICT	3/21/2002	1491.43
RIDGELL	POLICE OFFICER	NINTH DISTRICT	3/23/2002	78.00
RIDOS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/09/2002	3356.29
RIZZO	POLICE OFFICER	TENTH DISTRICT	3/13/2002	3522.00
ROBERTS	POLICE OFFICER	FOURTEENTH DISTRICT	12/07/2001	1099.10
ROBINSON	POLICE OFFICER	FIFTH DISTRICT	2/13/2002	61.00
ROBINSON	POLICE OFFICER	SIXTH DISTRICT	11/04/2001	139.90
ROCCO-PIGNATO	POLICE OFFICER	FIFTH DISTRICT	1/28/2001	161.00
ROCK	POLICE OFFICER	NINTH DISTRICT	7/18/2000	2164.23
RODRIGUEZ	POLICE OFFICER	AIRPORT LAW ENFORCEMENT NORTH	3/21/2002	736.00
	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/2002	1447.13

7/10/2002

REPORTS OF COMMITTEES

89569

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RODRIGUEZ	POLICE OFFICER	SEVENTH DISTRICT	5/17/2000	465.60
ROMAN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/09/2002	134.60
ROOT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/21/2002	319.59
ROSE	POLICE OFFICER	TWENTIETH DISTRICT	3/17/2002	270.00
ROSS JR	POLICE OFFICER	FIFTH DISTRICT	5/23/2001	709.00
RYAN	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/20/2002	142.00
RZEZINSKI	POLICE OFFICER	FOURTEENTH DISTRICT	1/11/2001	325.34
SALAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	12/26/2001	141.91
SALUSTRO	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	1/08/2001	100.00
SANCHEZ	POLICE OFFICER	ELEVENTH DISTRICT	12/27/2001	23.00
SANTIAGO	POLICE OFFICER	FIFTH DISTRICT	3/18/2000	487.51
SCHERR	POLICE OFFICER	BOMB AND ARSON SECTION	3/03/2002	1218.00
SEVERINO	POLICE OFFICER	SIXTEENTH DISTRICT	9/04/2000	578.00
SEYFERT	POLICE OFFICER	THIRTEENTH DISTRICT	4/04/1991	140.00
SHEMASH	POLICE OFFICER	EIGHTH DISTRICT	9/08/2001	1779.42
SLEEPER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/20/1997	179.00
SMITH	POLICE OFFICER	NINETEENTH DISTRICT	7/07/1999	8.00
SMITH	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/08/2001	139.00
SMITH-HOLMES	POLICE OFFICER	FOURTH DISTRICT	2/26/2001	209.00
SMITKA	POLICE OFFICER	SPECIAL OPERATIONS SECTION	3/07/2002	78.00
SNYDER	POLICE OFFICER	NARCOTICS SECTION	2/08/2002	577.00
STEHLIK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	4/17/2000	52.00
STEHLIK	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/24/2001	4596.46
STEPNEY	POLICE OFFICER	SEVENTH DISTRICT	2/18/2002	795.39
STRONG	POLICE OFFICER	ELEVENTH DISTRICT	3/09/2002	78.00
SULLIVAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	3/27/2000	991.60
TAMLO	POLICE OFFICER	EIGHTEENTH DISTRICT	6/14/2000	598.92
TAMLO	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/06/1999	88.36
TERESI	POLICE OFFICER	SIXTEENTH DISTRICT	1/03/2002	26.00
THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	11/22/2001	746.00
THOMAS	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/26/1999	103.00
TIETZ	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	6/03/1998	122.00
TOTOST-KEATING	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	9/11/2001	169.60
TOWNSEND	POLICE OFFICER	EIGHTH DISTRICT	3/04/2002	142.00
TURNER	POLICE OFFICER	EIGHTH DISTRICT	1/09/1997	1626.96
VARGAS	POLICE OFFICER	FOURTEENTH DISTRICT	3/06/2002	198.90
VINCENT	POLICE OFFICER	SPECIAL OPERATIONS SECTION	2/24/2002	1832.00
VITELLO	POLICE OFFICER	DETECTIVE DIVISION - AREA 3	12/11/2001	483.00
WAGNER	POLICE OFFICER	TWENTIETH DISTRICT	11/12/2000	988.00
WAGNER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	3/10/2002	100.00
WALKER	POLICE OFFICER	FOURTEENTH DISTRICT	7/04/2001	8482.07
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	2/04/1991	924.90
WILLIAMS	POLICE OFFICER	FOURTH DISTRICT	1/23/2002	2419.00
WIBZ	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/05/2002	333.95
WOJCIKOWSKI	POLICE OFFICER	FOURTH DISTRICT	7/27/2001	991.90
WOOD	POLICE OFFICER	UNKNOWN	9/02/2001	30.00
WOODS	POLICE OFFICER	THIRD DISTRICT	12/08/2001	1881.00
YANEZ	POLICE OFFICER	TENTH DISTRICT	11/04/2001	174.00
ZAWILA	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/21/2001	206.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ZAYAS	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/30/2001	942.90
ZEMEK	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/03/2001	541.00
AGUIRRE	ENGINEER	ENGINE COMPANY 39	11/17/2001	1418.20
BAUTISTA	FIREFIGHTER	ENGINE COMPANY 23	7/14/2001	278.20
BLISS	LIEUTENANT	DISTRICT RELIEF 2	1/30/2002	1384.00
BONKO	PARAMEDIC	AMBULANCE 36	1/08/2001	109.00
BOTTER	FIREFIGHTER	ENGINE COMPANY 28	9/11/2001	3438.00
JREBNAHAN	ENGINEER	DISTRICT RELIEF 1	3/13/2001	213.88
BULTER	FIREFIGHTER	TRUCK 9	12/31/2001	1234.00
BURKE	FIREFIGHTER	TRUCK 45	2/05/2002	8949.47
CATHCART	LIEUTENANT	TRUCK 30	4/19/1999	80.00
CERNA	PARAMEDIC	UNKNOWN	2/02/2002	231.00
COFFEY	FIREFIGHTER	ENGINE COMPANY 88	2/05/2002	172.00
COFFEY	FIREFIGHTER	ENGINE COMPANY 88	8/27/1999	231.00
COLWELL	PARAMEDIC	ENGINE COMPANY 38	1/31/1999	54.00
COX	CAPTAIN	BATTALION 9	12/06/2001	1468.56
CROWLEY	LIEUTENANT	TRUCK 35	2/08/2002	10531.99
DERTZ	FIREFIGHTER	ENGINE COMPANY 54	11/02/2001	2049.60
DIORETO	FIREFIGHTER	ENGINE COMPANY 18	4/06/1999	3783.59
DOWNEY	FIREFIGHTER	TRUCK 34	12/05/2000	80.00
EDENBURG	ENGINEER	TRUCK 11	2/28/1997	315.00
ENGEL	FIREFIGHTER	DISTRICT RELIEF 1	3/04/2002	6993.46
FLEISCHACKER	FIREFIGHTER	ENGINE COMPANY 113	12/24/2001	105870.78
GARA	PARAMEDIC	AMBULANCE 33	4/29/2001	236.50
GDECKE	PARAMEDIC	TRUCK 14	8/27/2001	236.90
GONZALEZ	FIREFIGHTER	TRUCK 3	11/26/2001	3253.00
GORN	FIREFIGHTER	ENGINE COMPANY 68	5/29/2001	86.00
QUINAZZO	FIREFIGHTER	UNKNOWN	8/30/2001	220.00
HERRERA	FIREFIGHTER	AIR AND SEA RESCUE	6/30/2001	69.30
HORIST	ENGINEER	ENGINE COMPANY 99	9/26/1987	939.30
HUMPHRIES	FIREFIGHTER	ENGINE COMPANY 100	4/24/2000	49.00
IVANCICH	FIREFIGHTER	TRUCK 49	2/26/2002	569.90
JACKSON	PARAMEDIC	AMBULANCE 46	12/14/2001	201.00
JOHNSON	FIREFIGHTER	TRUCK 23	10/13/2001	2568.00
JORGENSEN	ENGINEER	ENGINE COMPANY 118	1/19/2002	10984.21
KIERYS	LIEUTENANT	TRUCK 13	11/09/2001	2184.00
KINSELLA	PARAMEDIC	AMBULANCE 44	1/01/2001	228.30
KOFFSKI	LIEUTENANT	ENGINE COMPANY 23	3/22/2002	1493.20
KRAVITZ	PARAMEDIC	UNKNOWN	6/24/2001	30.00
LABONTE	PARAMEDIC	UNKNOWN	12/03/2000	173.00
LAMHAM	LIEUTENANT	TRUCK 48	2/22/2001	495.00
LEE	FIREFIGHTER	ENGINE COMPANY 73	1/07/2001	978.84
LENG	ENGINEER	ENGINE COMPANY 99	11/27/2001	247.80
LEVERENZ	FIREFIGHTER	UNKNOWN	1/21/2002	9339.98
LUKASZEWICZ	FIREFIGHTER	UNKNOWN	3/19/2002	889.00
MACEK	FIREFIGHTER	SNORKEL SQUAD 3	6/04/2001	147.00
MALONEY	CAPTAIN	SQUAD 2	2/20/2001	1033.60
MARCUS	PARAMEDIC	AMBULANCE 1B	9/19/1999	122.00
MARTIN	LIEUTENANT	DISTRICT RELIEF 6	12/19/2001	942.00

7/10/2002

REPORTS OF COMMITTEES

89571

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MARTIN	FIREFIGHTER	TRUCK 17	10/31/2000	231.57
MCCLOREY	FIREFIGHTER	ENGINE COMPANY 117	1/31/2002	323.00
MCINNIS	PARAMEDIC	UNKNOWN	1/12/2002	6877.05
MCILLIN	LIEUTENANT	ENGINE COMPANY 123	1/09/2001	120.00
MCNALLY	FIREFIGHTER	ENGINE COMPANY 70	11/23/2000	284.00
MURDEN	FIREFIGHTER	ENGINE COMPANY 13	2/19/2002	174.00
NASH	LIEUTENANT	DISTRICT RELIEF 2	2/03/2002	1628.53
NOLAN	FIREFIGHTER	TRUCK 35	3/01/2002	2973.50
O'SHEA	FIREFIGHTER	UNKNOWN	2/10/2001	190.00
JCHOA	FIREFIGHTER	UNKNOWN	1/21/2002	45804.31
ODONNELL	FIREFIGHTER	SQUAD 2	6/12/1988	1293.60
OLIVER	FIREFIGHTER	DISTRICT RELIEF 6	7/03/2001	1007.00
OROZCO	PARAMEDIC	ENGINE COMPANY 23	12/13/2000	1677.90
PERRY	PARAMEDIC	AMBULANCE 23	2/13/2002	250.20
PETRAT	FIREFIGHTER	TRUCK 39	1/28/1999	3341.00
PHALIN	PARAMEDIC	ENGINE COMPANY 113	7/01/2001	36.30
PRZIBLICKI	FIREFIGHTER	UNKNOWN	1/07/2002	9793.95
RADFORD	FIREFIGHTER	UNKNOWN	1/21/2002	1958.00
REEVES	PARAMEDIC	AMBULANCE 3	3/02/2002	299.00
RICKERT	FIREFIGHTER	SQUAD 5	12/27/1996	1802.00
ROMANCIK	LIEUTENANT	ENGINE COMPANY 89	9/05/1998	97.00
SCHOENECKER	FIREFIGHTER	ENGINE COMPANY 60	9/10/2001	201.00
SCHOFIELD	FIREFIGHTER	ENGINE COMPANY 49	1/23/2001	290.00
SCHULTZ	PARAMEDIC	AMBULANCE 34	4/26/2001	1540.00
SCHWEIG	FIREFIGHTER	ENGINE COMPANY 59	1/24/2002	122.20
SCOTT	FIREFIGHTER	ENGINE COMPANY 13	1/23/2002	73.58
SERATKA	FIREFIGHTER	ENGINE COMPANY 54	1/28/2001	599.00
SHANNON	PARAMEDIC	AMBULANCE 43	4/05/2001	1893.74
SHEHAN	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	7/31/2001	18.00
SIMPSON	ENGINEER	DISTRICT RELIEF 4	10/20/2000	832.00
SOUTHERN	ENGINEER	ENGINE COMPANY 122	2/11/2002	1265.28
SULLIVAN	FIREFIGHTER	ENGINE COMPANY 129	9/02/2001	254.39
SUTTON	PARAMEDIC	AMBULANCE 35	11/30/1994	1346.43
TANABE	PARAMEDIC	AMBULANCE 16	12/03/2001	1023.00
TIBBS	FIREFIGHTER	TRUCK 61	12/26/2001	259.00
TINRICK	FIREFIGHTER	TRUCK 47	1/07/2002	1140.55
ULREICH	FIREFIGHTER	AMBULANCE 47	12/23/2001	5422.70
VAUL-KENNEDY	FIREFIGHTER	BATTALION 11	12/17/2001	4245.65
VAZQUEZ	FIREFIGHTER	ENGINE COMPANY 107	12/24/2001	143.00
WARD	FIREFIGHTER	ENGINE COMPANY 116	11/09/2001	189.70
WEST	FIREFIGHTER	BATTALION 10	4/02/2000	669.20
WHITING	FIREFIGHTER	ENGINE COMPANY 18	10/30/2001	4894.67
WISTLESPACH	LIEUTENANT	DISTRICT RELIEF 2	12/23/2000	752.75
WILLIAMS	FIREFIGHTER	TRUCK 24	3/09/2002	11.00

; 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 Number 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 Number 100.9112.937:

[Third party orders printed on pages 89573
through 89575 of this *Journal*.]

7/10/2002

REPORTS OF COMMITTEES

89573

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ACCARDO	POLICE OFFICER	SIXTEENTH DISTRICT	8/20/2001	524.00
ALLEN	POLICE OFFICER	THIRTEENTH DISTRICT	5/21/1999	140.00
ALVARADO	POLICE OFFICER	TWELFTH DISTRICT	11/09/2001	697.60
ANTHONY	POLICE OFFICER	SIXTEENTH DISTRICT	7/28/2001	23.00
BECHAR	POLICE OFFICER	TENTH DISTRICT	11/11/2001	229.00
BEDEL-ROY	POLICE OFFICER	NINETEENTH DISTRICT	3/09/2002	379.00
BLAIR	POLICE OFFICER	FIRST DISTRICT	4/11/2002	184.00
BOSAK	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	2/28/2002	2287.75
BRANCH	POLICE OFFICER	UNKNOWN	4/09/2002	171.00
BROWN	POLICE OFFICER	SECOND DISTRICT	3/11/2002	387.49
BROWN	POLICE OFFICER	SIXTH DISTRICT	6/26/2001	1574.91
BROWN	POLICE OFFICER	EIGHTH DISTRICT	3/04/2002	3350.46
CAMPBELL	POLICE OFFICER	SEVENTH DISTRICT	4/19/2002	341.95
CAREY	POLICE OFFICER	SEVENTH DISTRICT	4/04/2002	72.80
CHOPP	POLICE OFFICER	SEVENTH DISTRICT	4/04/2002	2247.69
CIRINCIONE	POLICE OFFICER	SEVENTH DISTRICT	12/27/2001	413.90
CLUCAS	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/27/2001	235.00
COUTINHO	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/05/2002	2764.00
CRAIN	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/2001	364.70
CULLINAN	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	3/31/2002	313.68
DANZY-COOPER	POLICE OFFICER	SECOND DISTRICT	12/14/2001	154.00
DEL RIO	POLICE OFFICER	SIXTH DISTRICT	7/01/2001	912.25
DEMBSKI	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	11/19/2001	1264.00
DODD	POLICE OFFICER	FOURTEENTH DISTRICT	1/02/2002	194.40
DORIS	POLICE OFFICER	DETECTIVE DIVISION - AREA 1	3/26/2002	308.00
DORNIUK	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/04/2002	232.07
DUBENBERY	POLICE OFFICER	YOUTH DIVISION AREA THREE	4/18/2002	715.39
DZIWULSKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/2002	95.00
ELIZONDO	POLICE OFFICER	TENTH DISTRICT	3/30/2002	121.00
EPTING	POLICE OFFICER	TWENTY-FIRST DISTRICT	2/21/2000	934.00
FASHINGBAUER	POLICE OFFICER	NINTH DISTRICT	11/11/2001	1188.60
FERGUS	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/2002	105.00
FINE	POLICE OFFICER	FIFTEENTH DISTRICT	6/21/2001	463.00
GANA	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/22/2002	230.74
GARTH	POLICE OFFICER	FIFTH DISTRICT	12/11/2000	580.94
GARZA	POLICE OFFICER	SEVENTH DISTRICT	6/20/2001	230.00
GENTILE	POLICE OFFICER	SEVENTEENTH DISTRICT	1/15/2002	2097.90
GILL	POLICE OFFICER	PUBLIC HOUSING UNIT-SOUTH	9/17/2001	1747.75
GORDON-GULDON	POLICE OFFICER	NARCOTICS SECTION	3/12/2002	78.00
GRAHAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/16/2002	347.73
GRANATO	POLICE OFFICER	SPECIAL OPERATIONS SECTION	4/17/2002	307.00
GRANIAS	POLICE OFFICER	SEVENTEENTH DISTRICT	3/03/2002	336.00
GRECO	POLICE OFFICER	SIXTEENTH DISTRICT	2/04/2002	787.20
GURKAN	POLICE OFFICER	FOURTEENTH DISTRICT	2/07/2000	36.40
HANDZEL	POLICE OFFICER	EIGHTH DISTRICT	4/04/2002	943.10
HERRERA	POLICE OFFICER	FOURTEENTH DISTRICT	12/09/2001	95.00
HILL	POLICE OFFICER	FIFTEENTH DISTRICT	4/04/2002	1248.25
HOLMES	POLICE OFFICER	SEVENTEENTH DISTRICT	10/07/1997	28884.22
HOWARD-DOJUTREK	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/25/2001	534.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HOY	POLICE OFFICER	TWELFTH DISTRICT	3/03/2002	128.00
HUGHES	POLICE OFFICER	INTELLIGENCE SECTION	3/15/2001	140.00
JAMES	POLICE OFFICER	THIRD DISTRICT	4/24/2001	2161.00
JARB	POLICE OFFICER	SIXTH DISTRICT	12/11/2001	94.00
JENKINS	POLICE OFFICER	SEVENTH DISTRICT	10/16/2001	204.00
JENNINS	POLICE OFFICER	UNKNOWN	11/09/2001	763.00
JOHNSON	POLICE OFFICER	FIFTEENTH DISTRICT	10/27/1999	305.25
KAMEN	POLICE OFFICER	NINTH DISTRICT	1/04/2002	201.00
KEYES	POLICE OFFICER	SIXTH DISTRICT	2/24/1998	286.00
KING	POLICE OFFICER	FIRST DISTRICT	6/22/2001	123.00
KULBIDA	POLICE OFFICER	ELEVENTH DISTRICT	12/19/1998	110.00
KURTOVICH	POLICE OFFICER	NINTH DISTRICT	3/09/2002	413.00
LEWIS	POLICE OFFICER	THIRD DISTRICT	3/19/2002	184.00
LOLENG	POLICE OFFICER	FOURTEENTH DISTRICT	3/13/2002	654.00
LOPEZ	POLICE OFFICER	ELEVENTH DISTRICT	11/01/2001	912.55
LUKENSMEYER	POLICE OFFICER	NINTH DISTRICT	1/04/2002	80.00
MACKEY	POLICE OFFICER	RECRUIT TRAINING	5/16/1999	1369.87
MANLEY	POLICE OFFICER	SCHOOL PATROL UNIT-ADMINISTRAT	5/14/2001	15042.36
MARTIN	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/10/2002	498.91
MATLOCK-HORTON	POLICE OFFICER	SIXTH DISTRICT	9/30/2000	123.89
MERRIWEATHER	POLICE OFFICER	FIFTH DISTRICT	11/02/2000	1622.10
NIKSIC	POLICE OFFICER	SIXTEENTH DISTRICT	2/27/2002	982.62
OCANNOR	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	10/06/2001	982.00
OLEARY	POLICE OFFICER	SEVENTH DISTRICT	2/17/2002	286.00
ORTA	POLICE OFFICER	NINTH DISTRICT	11/22/2001	327.00
ORTEGON	POLICE OFFICER	SIXTH DISTRICT	3/18/2002	138.77
PARKER	POLICE OFFICER	FOURTH DISTRICT	7/10/2001	1805.77
PENA	POLICE OFFICER	FOURTH DISTRICT	11/30/2001	2755.27
POULOS	POLICE OFFICER	RECRUIT TRAINING	3/07/2002	61.00
RADTKE	POLICE OFFICER	NINTH DISTRICT	4/05/2001	3792.00
RASCHKE	POLICE OFFICER	DETECTIVE DIVISION - AREA 4	10/29/2001	5475.39
REINER	POLICE OFFICER	TRAFFIC SECTION-DETAIL UNIT	8/25/1999	2715.50
RICE	POLICE OFFICER	VICE CONTROL SECTION	4/20/2001	7825.00
RICHARDSON	POLICE OFFICER	TWELFTH DISTRICT	4/08/2001	13170.38
ROBERIBON	POLICE OFFICER	FIFTEENTH DISTRICT	2/10/2002	625.00
ROMAN	POLICE OFFICER	PUBLIC TRANSPORTATION SECTION	10/29/2001	9993.50
ROWAN	POLICE OFFICER	UNKNOWN	5/03/2001	321.80
RZEZINSKI	POLICE OFFICER	FOURTEENTH DISTRICT	8/28/2000	749.00
SANCHEZ	POLICE OFFICER	NARCOTICS SECTION	2/13/2002	1718.00
SANELLO-TRAGARZ	POLICE OFFICER	FIFTH DISTRICT	3/11/2002	135.29
SELKE	POLICE OFFICER	EIGHTH DISTRICT	8/31/2000	6325.26
SLEEPER	POLICE OFFICER	SPECIAL OPERATIONS SECTION	12/19/2000	1177.60
SMITH	POLICE OFFICER	TWENTY-FOURTH DISTRICT	8/11/2001	5402.50
BONLEY	POLICE OFFICER	SECOND DISTRICT	9/21/2000	15.00
SPINA-BURTON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/11/2001	219.00
TREMBLE	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/28/2001	81.00
TURNER	POLICE OFFICER	NINTH DISTRICT	2/04/2002	145.00
TYRCHA	POLICE OFFICER	NINTH DISTRICT	2/09/2002	453.24
VELABQUEZ	POLICE OFFICER	NINTH DISTRICT	11/11/2001	61.00

7/10/2002

REPORTS OF COMMITTEES

89575

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 7/10/2002

THIRD PARTY ORDERS

***** EMPLOYER NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WASH	POLICE OFFICER	PUBLIC HOUSING UNIT-NORTH	3/10/2002	500.31
WASHINGTON	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/26/2001	834.90
WILLIAMS	POLICE OFFICER	SECOND DISTRICT	3/11/2002	1360.28
WUJIAN	POLICE OFFICER	FIFTH DISTRICT	3/11/2002	135.29
DENEEN	CAPTAIN	DISTRICT RELIEF 3	7/16/1998	9681.70
FINNEGAN	FIREFIGHTER	ENGINE COMPANY 68	4/28/2000	2239.63
PENTER	FIREFIGHTER	ENGINE COMPANY 98	2/12/1998	2839.76
PRENDERGAST JR	LIEUTENANT	ENGINE COMPANY 89	6/18/2001	101.00
RUCHER	FIREFIGHTER	UNKNOWN	12/23/2001	2408.15
WILLIAMS	PARAMEDIC	UNKNOWN	10/26/1997	199.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS
REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Ohvo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement on each claim on the date and location by type of claim, with said amounts to be charged to the activities and accounts specified as follows:

Damage To Vehicle.

*Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
James A. Rafac 903 Kensington Celina, Ohio 45822	11/21/01 Southbound I-94	\$1,147.00

Damage To Vehicle.

*Department Of General Services:
Account Number 100-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
David Hardy 726 William Street River Forest, Illinois 60305	8/25/01 300 East Randolph Street	\$274.00

*Damage To Vehicle.**Department Of Sewers:**Account Number 314-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Ernesto Mier 3130 West Pershing Road Chicago, Illinois 60632	6/23/01 3400 West Wabansia Avenue	\$160.00

*Damage To Vehicle.**Department Of Streets And Sanitation/Bureau Of Streets:**Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
John Paul Behringer 3930 North Pine Grove Avenue Apartment 704 Chicago, Illinois 60613	11/18/01 3750 West Irving Park Road	\$149.00
David Alexander Rodney 816 Iroquois Avenue Naperville, Illinois 60563	1/17/02 55 East Washington Street	174.00*
Ricky Steele 7551 North Oakley Avenue Chicago, Illinois 60645	1/11/02 2300 West North Avenue	375.00*
Daniel J. Cusack 6125 North Meade Avenue Chicago, Illinois 60646	10/29/01 5940 North Nina Avenue	190.00*

* To City of Chicago, Bureau of Parking

7/10/2002

REPORTS OF COMMITTEES

89579

Name And Address	Date And Location	Amount
Gloria Clemmons 420 Perrie Drive Apartment 202 Elk Grove Village, Illinois 60007	11/25/01 East 127 th and South Indiana Avenue	\$133.00
Javier Flores 1542 South Austin Avenue Cicero, Illinois 60804	1/17/02 1101 South Central Avenue	263.00
David A. Foreman 1318 West Wilson Avenue Apartment 1A Chicago, Illinois 60640	6/23/01 4800 West Lawrence Avenue	115.00
Susanne G. Henry 1249 West Montana Street Chicago, Illinois 60614	11/6/01 2700 West Fullerton Avenue	80.00
Marion Holtzer 5757 North Sheridan Road Apartment 5A Chicago, Illinois 60660	10/15/01 West Lawrence Avenue and North Lake Shore Drive	93.00
Frank Kaikawa 4764 North Virginia Avenue Apartment B Chicago, Illinois 60625	1/16/01 North Western Avenue and West Foster Avenue	112.00
Melanie B. Kellogg 621 Shoreline Road Barrington, Illinois 60010	9/13/01 1041 West Monroe Street	312.00
Joseph J. Lally 333 West 35 th Street Chicago, Illinois 60616	12/16/01 11 North Green Street	473.00

Name And Address	Date And Location	Amount
Wanda I. Legarreta 2318 North Kenneth Avenue Chicago, Illinois 60639	12/14/01 1427 North California Avenue	\$ 93.00
Marion Lipson 4800 Carol Street Skokie, Illinois 60077	10/2/01 North Francisco Avenue and West Pratt Boulevard	80.00
Karen A. Malina 5909 Capulina Morton Grove, Illinois 60053	6/29/01 1800 West Addison Street	488.00 30.00*
Monica McClurge 10552 South Walden Parkway Chicago, Illinois 60643	11/27/01 10558 South Walden Parkway	86.00
Susan Marie McDonald 5071 North Kolmar Avenue Chicago, Illinois 60630	12/5/01 West Belmont Avenue and North Hoyne Avenue	250.00
David Rice 3913 North Kedvale Avenue Chicago, Illinois 60641	1/21/02 3200 West Irving Park Road	719.00
Ronald C. Tinsey 6152 South Campbell Avenue Chicago, Illinois 60629	1/20/02 6400 South Western Avenue	101.00 30.00*
Tina Uting 4100 North Francisco Avenue Chicago, Illinois 60618	1/21/02 3153 West Irving Park Road	111.00

* To City of Chicago, Bureau of Parking

7/10/2002

REPORTS OF COMMITTEES

89581

Name And Address	Date And Location	Amount
Courtney Warren and Founders Insurance Co. P.O. Box 5100 Des Plaines, Illinois 60017	1/12/01 2150 South State Street	\$497.81

Damage To Vehicle.

*Department Of Transportation/Office Of Highways And Bridges:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Debra H. Grimsley 2839 West Pershing Road Chicago, Illinois 60632	8/25/01 3902 South California Avenue	\$600.00

Damage To Vehicle.

*Department Of Water/Bureau Of Water Distribution:
Account Number 200-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Anacleto Acevedo 665 Buffalo Avenue Calumet City, Illinois 60409	12/12/01 East 133 rd and South Avenue D	\$ 63.00
Joann B. Persaud 1210 West Montrose Avenue Chicago, Illinois 60613	12/26/01 4200 West Lawrence Avenue	161.00

Name And Address	Date And Location	Amount
Stephanie L. Ramierez 3102 North Christiana Avenue Chicago, Illinois 60618	8/13/01 1620 North Ashland Avenue	\$ 78.00
Robin and Rebecca Sagastume 6946 North Wolcott Avenue Apartment 1 Chicago, Illinois 60626	11/2/01 2627 North Western Avenue	385.00
Lillian Srivastava 5006 West Waveland Avenue Chicago, Illinois 60641	10/2/01 West Patterson Avenue and North Laverne Avenue	185.00
Anetta Witun 5747 West Cornelia Avenue Chicago, Illinois 60634	11/12/01 5000 West Fullerton Avenue	109.00

Damage To Vehicle.

Department Of Fire:

Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Douglas J. Bank 3618 North Wayne Avenue Chicago, Illinois 60613	12/7/01 401 West Division Street	\$786.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Equipment:
Account Number 300-99-2002-0934-0934.*

Name And Address	Date And Location	Amount
Justin Parks and Country Insurance 245 South Gary Avenue Carol Stream, Illinois 60188	11/5/01 During towing	\$613.00 400.00*

Damage To Property.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-0934-0934.*

Name And Address	Date And Location	Amount
Helen Bujerski 6217 North Olcott Avenue Chicago, Illinois 60631	8/21/01 6217 South Olcott Avenue	\$429.00
David E. Thomas 1820 South Allport Street Chicago, Illinois 60608	3/2/02 560 West 18 th Street	30.00
Mark S. Drucker 5155 North Neenah Avenue Chicago, Illinois 60656	3/2/02 5155 North Neenah Avenue	200.00 100.00*

* To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Linda Hedstrom 4345 North Springfield Avenue Chicago, Illinois 60618	3/6/02 4345 North Springfield Avenue	\$375.00
Marie Kozial 3101 North Neva Avenue Chicago, Illinois 60634	11/26/01 3101 North Neva Avenue	450.00
Paradise Vacation In care of Barbara Stawska 7045 West Addison Street Chicago, Illinois 60634	1/30/02 7045 West Addison Street	313.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Sanitation:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Gregory Basil 4822 North Leavitt Street Chicago, Illinois 60625	11/29/01 3258 North Greenview Avenue	\$1,845.00
William A. Kubow, Jr. 1629 South Linden Avenue Park Ridge, Illinois 60068	1/16/02 110 South Clinton Street	575.00
Pohl Transportation, Inc. 9297 McGreevey Road Versailles, Ohio 45380	11/27/01 4458 South Pulaski Road	601.00

7/10/2002

REPORTS OF COMMITTEES

89585

Name And Address	Date And Location	Amount
Erika D. Quinones 522 Vanauken Elmhurst, Illinois 60126	12/20/01 West Cortland Street and North Pulaski Road	\$1,098.00
David L. Reese 401 Rochester Lanark, Illinois 61046	11/18/01 400 East Wacker Drive	813.00 25.00*
Michael Roche and Allstate Insurance Company P.O. Box 227257 Dallas, Texas 75222	1/8/02 1851 West 37 th Street	1,536.00 160.00*
Clemente E. Rodriguez 1945 North Damen Avenue Chicago, Illinois 60647	9/2/01 2000 West Armitage Avenue	175.00
Tonya M. Smith 6735 South Cornell Avenue 1 st Floor Chicago, Illinois 60649	1/31/02 7900 South Stony Island Avenue	100.00

Damage To Vehicle.

*Department Of Streets And Sanitation/Bureau Of Street Traffic:
Account Number 300-99-2005-0934-0934.*

Name And Address	Date And Location	Amount
Thomas Croft and Illinois Farmers Insurance Company P.O. Box 2093 Aurora, Illinois 60507	7/14/01 5931 North Rockwell Street	\$592.00

* To City of Chicago, Bureau of Parking

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS
FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the city, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 48.

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 pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 100-99-2005-0939-0939:

[List of claimants printed on pages 89587
through 89589 of this *Journal*.]

7/10/2002

REPORTS OF COMMITTEES

89587

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUBE REDATE COUNCIL ORDERS--PASSED

MEETING DATE 7/10/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
ADDISON BLDG. CORPORATION	28	ANNUAL	2,100.00	HELEN SHILLER	46
ADDISON POINT CONDO. ASSN.	34	BEHI-ANNUAL	1,275.00	WILLIAM JP BANKS	36
ADLERLOW CONDOMINIUM ASSOC.	8	ANNUAL	600.00	MICHAEL R. ZALEWSKI	23
ALDINE ASSOCIATION	12	ANNUAL	900.00	BERNARD J. HANSEN	44
ALTA VISTA VIEW CONDO. ASSN.	99	ANNUAL	4,260.00	BERNARD J. HANSEN	44
ALTOELD CLUB CONDOMINIUM	59	ANNUAL	2,701.00	THEODORE MATLAK	32
ANGEL LOFTS CONDO ASSN.	6	ANNUAL	450.00	WALTER BURNETT JR.	27
BEERMAN PLACE HOMEOWNERS ASSN.	42	ANNUAL	3,150.00	BURTON F. NATARUS	42
BELLEVUE ESTATES CONDO. ASSN.	11	ANNUAL	825.00	BURTON F. NATARUS	42
BICYCLE STATION LOFTS	53	BEHI-ANNUAL	1,987.50	BURTON F. NATARUS	42
BICYCLE STATION TOWNHOMES	10	BEHI-ANNUAL	375.00	BURTON F. NATARUS	42
CAMBRIDGE CONDO ASSN.	16	ANNUAL	1,200.00	BERNARD J. HANSEN	44
CARMEN MARINE COOPERATIVE	300	ANNUAL	13,617.85	MARY ANN SMITH	48
CARUGEL COURT CONDO ASSOC	30	BEHI-ANNUAL	1,125.00	PATRICK J. LEVAR	45
CLEAR RIDGE CONDO. ASSN. I	24	ANNUAL	1,756.44	MICHAEL R. ZALEWSKI	23
COMMONWEALTH PLAZA CONDO. ASSN	370	BEHI-ANNUAL	7,080.64	BERNARD J. HANSEN	44
CORNELL TERRACE CONDOMINIUMS	6	ANNUAL	450.00	LEBLIE HAIRSTON	44
CORTINA COURT CONDO. ASSN.	24	ANNUAL	1,800.00	BERNARD J. HANSEN	44
DICKENS HUDSON CONDO ASSN.	12	ANNUAL	900.00	VI DALEY	43
DICKENS POINTE CONDO ASSOC.	10	ANNUAL	750.00	VI DALEY	43
FIRESIDE CONDOMINIUM ASSN.	16	BEHI-ANNUAL	600.00	BERNARD J. HANSEN	44
GARFIELD COVE CONDOMINIUM	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
GARIBALDI SQUARE ON THE PARK	42	ANNUAL	3,150.00	BURTON F. NATARUS	42
GRACEWOOD CONDOMINIUM ASSN.	6	ANNUAL	450.00	BERNARD J. HANSEN	44
GREENWOOD PARK CONDO. ASSN.	6	ANNUAL	450.00	TONI PRECKWINKLE	04
GROVE CONDO ASSOCIATION	10	ANNUAL	750.00	TODD STROGER	08
HEARTHSTONE PLACE CONDOMINIUMS	16	ANNUAL	1,200.00	TONI PRECKWINKLE	04
HEDGERON CONDOMINIUMS	56	ANNUAL	3,804.00	LEBLIE HAIRSTON	09
HENDERSON SQUARE CONDO	47	ANNUAL	3,525.00	BERNARD J. HANSEN	44
HYDE PARK MANOR CONDO. ASSN.	62	ANNUAL	4,280.80	TONI PRECKWINKLE	04
KEYSTONE COURTS CONDO ASSOC #2	12	BEHI-ANNUAL	450.00	MICHAEL A. WDJCIC	30
KIMBARK OF UNIVERSITY CONDO.	6	ANNUAL	450.00	LEBLIE HAIRSTON	05
KINGS COURT CONDO. ASSN.	26	ANNUAL	1,950.00	BERNARD J. HANSEN	44
LAKESIDE MANOR CONDO ASSN.	8	ANNUAL	600.00	HELEN SHILLER	46
LAKESIDE PLACE CONDO ASSOC.	33	ANNUAL	2,475.00	MARY ANN SMITH	48
LELAND COURT CONDOMINIUM ASSN.	9	ANNUAL	675.00	EUGENE C. SCHULTER	47
LELAND HEIGHTS CONDO. ASSOC.	9	ANNUAL	675.00	HELEN SHILLER	46
LISHMORE PLACE EAST CONDO.	24	ANNUAL	1,774.00	MICHAEL R. ZALEWSKI	23
MIDWAY APARTMENT BUILDING CORP	38	ANNUAL	2,850.00	LEBLIE HAIRSTON	09
MOBER BUILDING CONDOMINIUM	88	ANNUAL	6,279.00	MADELINE HAITHCOCK	02
NOBLE STREET LOFTS CONDO. ASSOC.	67	ANNUAL	4,638.03	JESSE GRANATO	01
OAKDALE COURT CONDO. ASSN	31	ANNUAL	2,325.00	BERNARD J. HANSEN	44
OAKPINE CONDO ASSOC.	18	ANNUAL	1,350.00	BURTON F. NATARUS	42
PARK PLACE CONDO NO. 1	12	ANNUAL	900.00	FRANK OLIVO	13
PARK PLACE CONDOMINIUM ASSN.	9	ANNUAL	675.00	MICHAEL R. ZALEWSKI	23

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/10/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	***** SPONSOR *****	
PARK PLACE CONDOMINIUM II	18	ANNUAL	1,350.00	THOMAS W. MURPHY	18
PARK PLACE IV CONDO. ASSOC.	18	ANNUAL	1,350.00	FRANK OLIVO	13
PARKVIEW TOWER CONDO ASSOC.	190	ANNUAL	7,187.00	VI DALEY	43
PATTINGTON CONDO ASSOCIATION	85	BENI-ANNUAL	3,187.50	HELEN SHILLER	46
PINE GROVE TOWNHOUSE ASSOC.	16	ANNUAL	1,200.00	HELEN SHILLER	46
PRUITT CONDOMINIUM ASSOCIATION	8	ANNUAL	600.00	TONI PRECKWINKLE	04
PURGLOSS VIEW CONDOMINIUM	60	ANNUAL	4,500.00	MICHAEL R. ZALEWSKI	23
RAVENSWOOD COURT CONDO. ASS'N.	28	ANNUAL	2,100.00	EUGENE C. SCHULTER	47
ROSCOE VILLAGE LOFTS CONDO.	139	ANNUAL	6,942.60	THEODORE MATLAK	32
SOUTH LAPORE CONDO. ASS'N.	8	ANNUAL	600.00	MICHAEL R. ZALEWSKI	23
STRATFORD PLACE CONDO. ASSN.	24	ANNUAL	1,800.00	BERNARD J. HANSEN	44
BURREY COURT CONDOMINIUM ASSN.	22	ANNUAL	1,650.00	THEODORE MATLAK	32
TERRA COTTA COMMONS CONDO ASSC	40	ANNUAL	3,000.00	THEODORE MATLAK	32
THE BUCKINGHAM CONDOMINIUM	309	ANNUAL	21,232.00	BURTON F. NATARUS	42
THE HAMPDEN GREEN CONDO ASSN.	206	ANNUAL	5,469.27	VI DALEY	43
THE INNS OF COURT ON BLACK-	18	ANNUAL	1,350.00	LEBLIE HAIRSTON	09
THE MAYFAIR	29	ANNUAL	2,175.00	BURTON F. NATARUS	42
THE PARK CONDOMINIUMS	13	ANNUAL	975.00	LEBLIE HAIRSTON	09
THE WELLINGTON PLACE CONDO.	115	ANNUAL	9,291.05	BERNARD J. HANSEN	44
THE WHEELWORKS CONDO. ASSN.	41	ANNUAL	3,075.00	THEODORE MATLAK	32
THE 1143 SOUTH PLYMOUTH COURT	79	ANNUAL	4,461.60	MADLINE HAITHCOCK	02
THORNDAL BEACH NORTH CONDO	151	ANNUAL	8,730.00	MARY ANN SMITH	48
THREE OAKS CONDOMINIUM ASSN.	36	ANNUAL	2,221.38	MICHAEL R. ZALEWSKI	23
TOWER HOMES REALTY TRUST	13	ANNUAL	975.00	LEBLIE HAIRSTON	09
WESTER PARK CONDO. ASSN.	15	ANNUAL	1,125.00	VI DALEY	43
WILSHIRE CONDOMINIUM ASSN.	18	ANNUAL	1,350.00	THOMAS W. MURPHY	18
WIMBLEDON COURTS #3	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI	23
WINSTON TOWERS NO. 4 ASSN.	251	BENI-ANNUAL	3,894.00	BERNARD L. STONE	50
WRIGHTHOOD BURLING PLACE CONDO	32	ANNUAL	2,012.20	VI DALEY	43
WRIGHTHOOD-DAYTON CONDO ASSN.	15	ANNUAL	1,125.00	VI DALEY	43
100 E. WALTON CONDO ASSOC.	249	BENI-ANNUAL	6,638.00	BURTON F. NATARUS	42
1041-47 BELDEN CONDOMINIUM	12	ANNUAL	900.00	VI DALEY	43
119 W. CHESTNUT CONDO ASSOC.	9	ANNUAL	675.00	BURTON F. NATARUS	42
1328-35 E. 52ND ST. CONDO	9	ANNUAL	675.00	TONI PRECKWINKLE	04
1427-29 ROSEMONT CONDOMINIUM	6	ANNUAL	430.00	PATRICK J. O'CONNOR	40
1940 STATE PARKWAY CONDO.	62	ANNUAL	4,650.00	BURTON F. NATARUS	42
1725 WEST NORTH AVENUE CONDO.	27	ANNUAL	2,025.00	JESSE GRANATO	01
2147 N. HARLEM BLDG. ASSN.	12	BENI-ANNUAL	450.00	WILLIAM JP BANKS	36
220 E. WALTON CONDO ASSN.	19	ANNUAL	1,425.00	BURTON F. NATARUS	42
2232-34 N. DISSELL HOMEOWNERS	6	ANNUAL	450.00	VI DALEY	43
2830 BURLING ASSOCIATION	6	ANNUAL	450.00	BERNARD J. HANSEN	44
2912 CONDOMINIUM ASSOCIATION	26	ANNUAL	1,930.00	BERNARD J. HANSEN	44
3150 NORTH SHERIDAN ROAD CONDO	106	BENI-ANNUAL	3,349.08	BERNARD J. HANSEN	44
3520 LAKE SHORE DRIVE CONDO.	169	ANNUAL	8,757.00	HELEN SHILLER	46
4036 W. 87TH ST. CONDO. ASSOC	6	ANNUAL	450.00	FRANK OLIVO	13

7/10/2002

REPORTS OF COMMITTEES

89589

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 7/10/2002

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELIGIBLE UNITS	TYPE	AMOUNT OF REBATE	SUBJECT	***** SPONSOR *****	
4343 CLARENDON CONDO ASSOC	450	ANNUAL	12,828.76	HELEN SHILLER		46
440 ALDINE CONDOMINIUM ASSN	6	ANNUAL	430.00	BERNARD J. HANSEN		44
4710-12 N. PAULINA CONDO ASSOC	7	ANNUAL	525.00	EUGENE C. SCHULTER		47
4900 DREXEL BLVD COOPERATIVE	60	ANNUAL	4,500.00	TONI PRECKWINKLE		04
5040-60 MARINE DRIVE CONDO.	200	ANNUAL	15,185.80	MARY ANN SMITH		48
505 MELROSE CONDOMINIUM ASSN	41	ANNUAL	3,075.00	BERNARD J. HANSEN		44
512 N. WRIGHTWOOD CONDO. ASS'N	20	ANNUAL	1,500.00	VI DALEY		43
530 BARRY CONDOMINIUM ASSN	32	ANNUAL	2,400.00	BERNARD J. HANSEN		44
54TH STREET CONDO. ASS'N	12	ANNUAL	700.00	TONI PRECKWINKLE		04
540 LAKE SHORE DRIVE	150	ANNUAL	7,664.80	BURTON F. NATARUS		42
5421 S. CORNELL AVENUE CONDO.	16	ANNUAL	1,200.00	LESLIE HAIRSTON		09
5429 S. MASSASOIT CONDO. ASSN	9	ANNUAL	675.00	MICHAEL R. ZALEWSKI		23
5432-37 S. WOODLAWN AVE. CONDO.	16	ANNUAL	450.00	TONI PRECKWINKLE		04
5463-65 S. HYDE PARK CONDO.	6	ANNUAL	450.00	LESLIE HAIRSTON		09
5477-79 S. HYDE PARK BOULEVARD	6	ANNUAL	450.00	LESLIE HAIRSTON		09
5534-36 S. DORCHESTER CONDO.	9	ANNUAL	675.00	LESLIE HAIRSTON		09
5537-39 HYDE PARK CONDOMINIUM	6	ANNUAL	450.00	LESLIE HAIRSTON		09
5547-49 S. DORCHESTER CONDO.	6	ANNUAL	450.00	VI DALEY		43
555 W. ARLINGTON CONDOMINIUM	36	ANNUAL	2,700.00	LESLIE HAIRSTON		09
5627-29 DORCHESTER CONDO. ASSN	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
6616 W. 64TH PLACE CORP.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
6628 W. 64TH PLACE CORP.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
6710 WEST 64TH PLACE CORPORATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
6718 W. 64TH PLACE CORPORATION	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
6728 WEST 64TH PLACE CORP.	6	ANNUAL	450.00	MICHAEL R. ZALEWSKI		23
8200-04 S. JEFFERY CONDO	11	ANNUAL	525.00	TODD STROGER		08
923-25 W. CAKDALE CONDOMINIUM	10	ANNUAL	750.00	BERNARD J. HANSEN		44
915-25 W. SCHUBERT CONDO ASSOC	29	ANNUAL	1,859.00	VI DALEY		43
930 W. MARGATE TERRACE CONDO.	6	ANNUAL	450.00	MARY ANN SMITH		48

AUTHORIZATION FOR PAYMENT OF SENIOR
CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen sewer rebate claims, 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

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 pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows and charged to Account Number 314-99-2005-9148-0938:

[List of claimants printed on page
89591 of this *Journal*.]

7/10/2002

REPORTS OF COMMITTEES

89591

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SILVER PLEISTO AERONAUT

NAME	PIN NUMBER	ALLOCATION	AMOUNT
ARMAN, HELEN	14-00-120-003-1340	40 D'CHENAP	50.00
BALLIS, ADELE	14-14-304-019-1319	46 MILLER	50.00
BISHOP, EVELYN	10-01-300-008-1009	89 LAMBERT	50.00
BOSCHARD, ANTHONY L.	17-10-400-012-1414	42 MATARUS	50.00
BREYMAN, DANIEL	17-10-310-031-1251	42 MATARUS	50.00
CASTELLANO, OFELIA C.	14-21-101-034-1100	46 MILLER	50.00
CESTIN, MARIA T.	14-20-202-010-1007	44 HANSEN	50.00
CEJTIK, MARIA T.	14-20-202-010-1007	44 HANSEN	50.00
CEJTIK, MARIA T.	14-20-202-010-1007	44 HANSEN	50.00
CHAPMAN, GERALD H.	14-20-010-044-1143	43 HALEY	50.00
COLLINS, LUCILE M.	20-04-413-024-0000	04 LYLE	50.00
DEKONARA, LEONARDIA	18-09-320-059-1011	45 LEVAD	50.00
DINOFF, WISLTM L.	14-05-204-011-1349	49 HENCK	50.00
DORMAN, HARRY F.	17-01-100-011-0000	43 HALEY	50.00
EISENWEIS, SHELMA M.	17-04-207-040-1101	42 MATARUS	50.00
FAIRKE, WEN A.	20-04-413-024-0000	04 LYLE	50.00
FAYMAN, MALCOLM H.	17-09-200-002-0000	42 MATARUS	50.00
FEATHER, BARBARA	20-14-302-076-1151	04 PRECHINSKE	50.00
GERARD, DONALD C.	18-14-117-042-1000	43 LITTON	50.00
GROUNDED, PARKER D.	17-10-400-012-1311	42 MATARUS	50.00
GROUNDED, ELLEN	43-00-422-101-0000	40 SMITH	50.00
JOZKE, ANTON	18-10-409-049-1010	40 ALLEN	50.00
LABINGER, RICHARD L.	17-10-401-024-1015	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LATINETTE, DOROTHY M.	17-03-227-022-1163	42 MATARUS	50.00
LEVER, PHILLIP	17-10-400-012-1000	42 MATARUS	50.00
LEONARD, CLAIKE	20-12-100-000-1444	04 PRECHINSKE	50.00
LIPKICH, STANLEY H.	17-03-100-011-0000	42 SMITH	50.00
MARCEL, MILDRED	17-04-104-047-1311	40 SMITH	50.00
MARSH, ESTHER D.	10-04-100-010-1152	50 STONE	50.00
MARSH, ESTHER D.	10-04-100-010-1152	50 STONE	50.00
MARTIN, MARY HANIE	9-04-413-051-1009	41 OMBERTY	50.00
MERCLSON, ALFONSO A.	14-21-110-020-1374	46 MILLER	50.00
MYZIMSKI, PAUL	14-00-400-000-0000	40 SMITH	50.00
O'CONNOR, ROSALINE M.	17-04-209-040-1044	42 MATARUS	50.00
OSASAMBA, BARNES	20-12-100-000-1000	04 PRECHINSKE	50.00
OSASAMBA, BARNES	20-12-100-000-1000	04 PRECHINSKE	50.00
PACINO, NEVA J.	17-04-216-064-1025	42 MATARUS	50.00
PILORCZY, ANNA Z.	18-09-320-059-1011	45 LEVAD	50.00
PITZ, JEAN	17-09-110-008-0000	42 MATARUS	50.00
ROSENBERG, BEATRICE	17-09-200-044-1030	42 MATARUS	50.00
SMITH, LILLIAN	20-12-100-000-1470	04 PRECHINSKE	50.00
SOUMUP, JAMES A.	17-10-400-012-1503	42 MATARUS	50.00
STIMLEY, LEWIS C.	20-12-100-000-1000	04 PRECHINSKE	50.00
STOLINSKY, ABE	18-04-100-010-1163	50 STONE	50.00
SYGNET, RERA J.	14-20-207-004-1079	44 HANSEN	50.00
SYGNET, RERA J.	14-20-207-004-1079	44 HANSEN	50.00
SYGNET, RERA J.	14-20-207-004-1079	44 HANSEN	50.00
SYGNET, RERA J.	14-20-207-004-1079	44 HANSEN	50.00
THOMAS, HENRIETTA M.	14-05-211-023-1153	48 SMITH	50.00
WARD, WILLIAM E.	20-12-100-000-1000	04 PRECHINSKE	50.00
WILLIAMS, RUSSETTE	20-12-100-000-1000	04 PRECHINSKE	50.00
WONG, TING-WA	17-03-222-010-0000	42 MATARUS	50.00

* TOTAL AMOUNT 2,950.00

Do Not Pass -- SUNDRY CLAIMS
FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was referred on March 15, 2000 and on subsequent dates, sundry claims as follows:

Cannon, Teayonia J.

Gerber, Caryn

Jerozal, Daniel J. and State Farm Insurance Company

Johnson, Dianna L. and Allstate Insurance Company

Johnson, Ritchell and Boróvsky & Ehrlich

Keyczynskj, Leo and State Farm Insurance

Moran, Brian John

Newsome, Carolyn A.

Rodriguez, Jesus

Tenenbaum, Adina

Thomas, Rosemary

Wilson, Annie

Windmon, Darnell

Yanow, Adelaide R.

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

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* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

The Committee on Finance submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an application for a City of Chicago charitable solicitation (tag day) permit for City of Hope, for the period extending August 23, 2002 through August 24, 2002, citywide, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed application 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 application and report were *Placed on File*.

COMMITTEE ON AVIATION.

AMENDMENT OF TITLE 10, CHAPTER 36 OF MUNICIPAL CODE
OF CHICAGO BY ADDITION OF NEW SECTION 358 GRANTING
DESIGNATED DEPARTMENT OF AVIATION EMPLOYEES
POLICE POWERS TO ISSUE CITATIONS FOR
REFUSE SCAVENGER VIOLATIONS
AT AIRPORT FACILITIES.

The Committee on Aviation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on June 19, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing Department of Aviation employees to exercise certain police powers in connection with Municipal Code violations, and begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter; M. Smith, Moore, Stone -- 48.

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 Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates airports known as Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field and possesses the power and authority to lease premises and facilities and to grant rights and privileges with respect thereto; and

WHEREAS, The airports should provide a safe, clean and attractive environment for employees, tenants, air carrier passengers and other members of the public; and

WHEREAS, To ensure a clean and safe environment at the airports, the Commissioner of Aviation desires the authority to designate certain Department of Aviation employees with power to issue citations for violations of certain sections of the Municipal Code of Chicago relevant to refuse accumulation, collection and containment; and

WHEREAS, The City desires to provide Department of Aviation employees designated by the Commissioner with the powers of members of the police force to issue citations at the airports for violations of certain code sections related to refuse accumulation, collection and containment; now, therefore,

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

SECTION 1. Chapter 10-36 of the Municipal Code of Chicago is hereby amended by adding a new Section 10-36-358, as follows:

Section 10-36-358 Police Powers For Designated Employees; Duties Of Scavengers.

(a) The commissioner of aviation may designate employees of the department of aviation to have the powers of members of the police force to serve process or notice for violations occurring at any airport of Sections 4-4-310, 4-260-040, 4-260-060, 4-260-080, 4-260-090, 7-12-420, 7-28-060, 7-28-070, 7-28-080, 7-28-120, 7-28-150, 7-28-210, 7-28-220, 7-28-225, 7-28-227, 7-28-230, 7-28-240, 7-28-260, 7-28-261, 7-28-270, 7-28-280, 7-28-300, 7-28-301, 7-28-302, 7-28-303, 7-28-305, 7-28-310, 7-28-315, 7-28-331, 7-28-360, 7-28-380, 7-28-390, 7-28-395, 7-28-400, 7-28-410, 7-28-440, 7-28-450, 7-28-460, 7-28-510, 7-28-660, 7-28-680, 7-28-690, 7-28-710, 7-28-720, 7-28-735, 8-4-135, 10-8-220, 10-28-340, 10-8-460 and 10-8-480 of the Municipal Code of Chicago as those sections are now or hereafter amended. A copy of the designation, and any amendments thereto, shall be kept by the commissioner of aviation and shall be available to the public upon request. The powers granted by this section are expressly limited to the service of such process or notice for violations of the specified Code sections, and this section shall not be construed as granting additional law enforcement powers.

(b) All licensed scavengers operating at Chicago O'Hare International Airport, Chicago Midway Airport and Merrill C. Meigs Field must comply with orders of employees of the Department of Aviation and must perform the work required of the scavengers in such a way that no nuisance is created.

(c) In addition to the requirements of Section 4-260-020, it shall be the duty of every licensed scavenger to register with the commissioner of aviation, on a form supplied by the commissioner, each and every scavenger vehicle operated at Chicago O'Hare International Airport, Chicago Midway Airport, or Merrill C. Meigs Field by such licensee.

(d) In addition to the requirements of Section 4-260-060, every licensed scavenger that provides service at a site located at Chicago O'Hare International Airport, Chicago Midway Airport, or Merrill C. Meigs Field shall inform the commissioner of aviation of the suspension of service at such site within three days after the suspension of service. The notice shall be in a form specified by the commissioner of aviation and shall identify the licensed scavenger, the location at which the service has been suspended and the name and nature of business conducted at the site.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the City, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR EXECUTION OF CONCESSION LICENSE
AGREEMENT WITH FIELD MUSEUM OF CHICAGO AND
AMENDMENT OF CONCESSION LICENSE AGREEMENT
WITH MC DONALD'S CORPORATION AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on June 19, 2002) at the request of the Commissioner of Aviation, transmits an ordinance concerning agreements with the Field Museum and McDonald's Corporation, and begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

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"), a home rule unit of local government under the 1970 Constitution of the State of Illinois, owns and operates Chicago O'Hare International Airport ("O'Hare") and possesses the power and authority to license premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City has determined that certain portions of O'Hare will be used for food, beverage, retail and service facilities (collectively, "concessions") to serve the needs of airport patrons and employees; and

WHEREAS, The City is expanding and reconfiguring its concessions program at O'Hare to provide concessions that are comparable with or superior to the variety and quality offered at airports in other major urban areas; and

WHEREAS, The Field Museum, an Illinois not-for-profit corporation, has been selected to operate a concession space in Terminal 1 under the terms set forth in the attached Exhibit A; and

WHEREAS, The City and the above-named entity desire to enter into a license agreement for the respective concession at O'Hare; and

WHEREAS, The City and McDonald's corporation, a Delaware corporation ("McDonald's"), entered into a concession agreement which commenced on April 15, 1996 and expires on April 14, 2006 (the "McDonald's Agreement"), approved pursuant to an ordinance passed by City Council on March 6, 1996; and

WHEREAS, The City and McDonald's wish to amend the McDonald's Agreement to add an additional location, attached as Exhibit B, within which McDonald's may conduct its operations at O'Hare; and

WHEREAS, McDonald's recently entered into a franchise agreement with Cirilo's Inc., an Illinois corporation, to operate two (2) locations at O'Hare, attached as Exhibits B and C; and to the MAPI Corporation, an Illinois corporation, to operate a location set forth in Exhibit D (the locations set forth in Exhibits B, C and D, collectively, the "Locations"); and

WHEREAS, The City and McDonald's desire to extend the McDonald's Agreement with respect to the Locations only, for an additional four (4) years to allow for the amortization of costs associated with the capital improvements for those Locations; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth here.

SECTION 2. The Commissioner of the Department of Aviation ("Commissioner of Aviation") is authorized to negotiate and the Mayor is authorized to execute, upon recommendation of the Commissioner of Aviation and the approval of the Corporation Counsel as to form and legality, a concession license agreement with the Field Museum that is substantially consistent with the term sheet attached to this ordinance as Exhibit A.

SECTION 3. The Commissioner of Aviation is authorized to negotiate and the Mayor is authorized to execute, upon recommendation of the Commissioner of Aviation and the approval of the Corporation Counsel as to form and legality, an amendment extending the term of the McDonald's Agreement with respect to the Locations only for four (4) additional years, until April 14, 2010.

SECTION 4. The Commissioner of Aviation and such other City officials as may be required are authorized to take such other actions and execute such other documents as may be necessary or desirable to implement the intent of this ordinance.

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

[Exhibits "B", "C" and "D" referred to in this ordinance
printed on pages 89605 through 89607 of
this *Journal*.]

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Term Sheet For Concession License Agreement**Between**The City Of Chicago ("City")**And**The Field Museum**At**O'Hare International Airport.*

1. Licensee. The Field Museum
2. License Term.
 - Initial Term: Three (3) years beginning on January 19, 2001.
 - Option Periods: Two (2) one (1) year extension options exercisable by the Commissioner.
 - Early Termination: If gross revenues for the second license year are less than Four Hundred Thousand Dollars (\$400,000), then either the Commissioner or the Licensee may terminate the agreement with no penalty, provided that written notification to terminate occurs within sixty (60) days after the end of the second license year and termination will be effective thirty (30) days after notification.
 - Holdover: Month to month.

3. Licensed Space. A total of approximately two hundred eighty-five (285) square feet (plus or minus ten percent ($\pm 10\%$)) of licensed space, as follows:

two hundred eighty-five (285) square feet in Terminal 1 -- Space B85B.

The Commissioner may delete portions of the licensed space upon relocation or upon certain events of default.

4. Additional Space. The Commissioner may from time to time make additional space available to Licensee not to exceed two thousand (2,000) square feet in the aggregate. Licensee may accept or reject.
5. Permitted Use. Licensee will be permitted to use the licensed space for the sale of gift items similar to those sold at the main gift shop at the Field Museum.
6. License Fees.

- a. Licensee will pay the following fees:

Fixed Fee:	Thirty-four and no/100 Dollars (\$34.00) per square foot of license space for the first license year; the amount to escalate at three percent (3%) per year for each succeeding year. If storage space is assigned to licensee, a fixed fee will be assessed on the storage space.

- b. In addition, (i) or (ii) below, whichever is greater:

(i) Percentage Fee:	Twelve percent (12%) of gross revenues up to Five Hundred Thousand Dollars (\$500,000), and fourteen percent (14%) of gross revenues greater than Five Hundred Thousand Dollars (\$500,000).

(ii) Minimum Guarantee
Fee:

Fifty-nine Thousand Two Hundred Dollars (\$59,200) annually in years one (1) and two (2). Commencing with the third license year and each license year after that, Minimum Annual Guarantee is equal to the greater of (A) the percentage fee in the preceding license year, and (B) Fifty-nine Thousand Two Hundred Dollars (\$59,200).

c. Marketing Fund:

Licensee will pay a fee of zero and five-tenths percent (0.5%) of gross revenues as contribution to the marketing fund.

d. Central Distribution; Deliveries:

Licensee will pay the City or a designated third-party contractor a fee, estimated at eight-tenths percent (0.8%) of gross revenues, for the use of a designated central receiving /distribution facility to which all deliveries will be made.

7. Security. For the first license year, the security is equal to Twenty-nine Thousand Six Hundred Dollars (\$29,600). For each succeeding license year, the security must be equal to fifty percent (50%) of the total amount of the license fees paid to the City for the immediately preceding license year, excluding any fees paid for the marketing fund, food court area maintenance and the central distribution facility. The security may be in the form of cash or letter of credit in a form acceptable to the City.
8. Sublicensing, Assignment Or Transfer Of Interest. Licensee must obtain Commissioner approval to sell, assign, convey, pledge, encumber or otherwise transfer all or any part of its rights or interests in or to the Agreement, the licensed space, the term, or otherwise to permit any third party to use the licensed space. Any transaction involving a transfer of all of the ownership interest in Licensee is subject to the approval of the City Council; other transfers of ownership interests in the Licensee are subject to the Commissioner's approval.

9. D.B.E. Participation. None.
10. Capital Investment. Licensee will invest a minimum of Two Hundred Dollars (\$200) per square foot for in-line sites (concession space other than kiosks) and Forty Thousand Dollars (\$40,000) per kiosk (non-mobile, freestanding concession space). The Licensee has fulfilled this requirement for space B85B.
11. Amortization. Licensee will amortize its improvement costs over five (5) years, straight-line.
12. Relocation And Termination Obligations. Licensee must relocate if required by the Commissioner. Licensee will have the right to terminate the license if the designated relocation area is not comparable in size, visibility and traffic.

In the event of relocation, the City would give Licensee a credit against fees due for any unamortized portion of Licensee's improvement costs for the original locations but not including personal property and improvements moved to the new location.
13. City Construction Obligations. None. City to deliver shell and core "as is" to Licensee.
14. Utilities. City to provide heating, ventilation and cooling of terminal common areas. Licensee to maintain utility lines and provide supplemental heating, cooling and exhaust facilities in licensed space and to bear cost of those utilities.
15. Pricing. Licensee will be required to value price its merchandise in accordance with standards generally reflective of "value prices" approved by the Commissioner, the nature and comparables of which will be described in the Agreement.
16. General Conditions. The Agreement may include provisions typically found in commercial concession licenses or leases of comparable duration, as well as provisions typically found in concession licenses of government-owned property (e.g. City ownership of improvements, the City as additional insured, indemnification of the City). In addition, the Agreement will be subject to compliance with all statutory and policy requirements for conducting operations at the Airport and for documenting compliance with those requirements.
17. Operating Hours. Minimum operating hours are 8:00 A.M. to 8:00 P.M. daily. The Commissioner reserves the right to modify operating hours with written notification.

Exhibit "B".

(Cirilo's Inc.)
Existing Location.

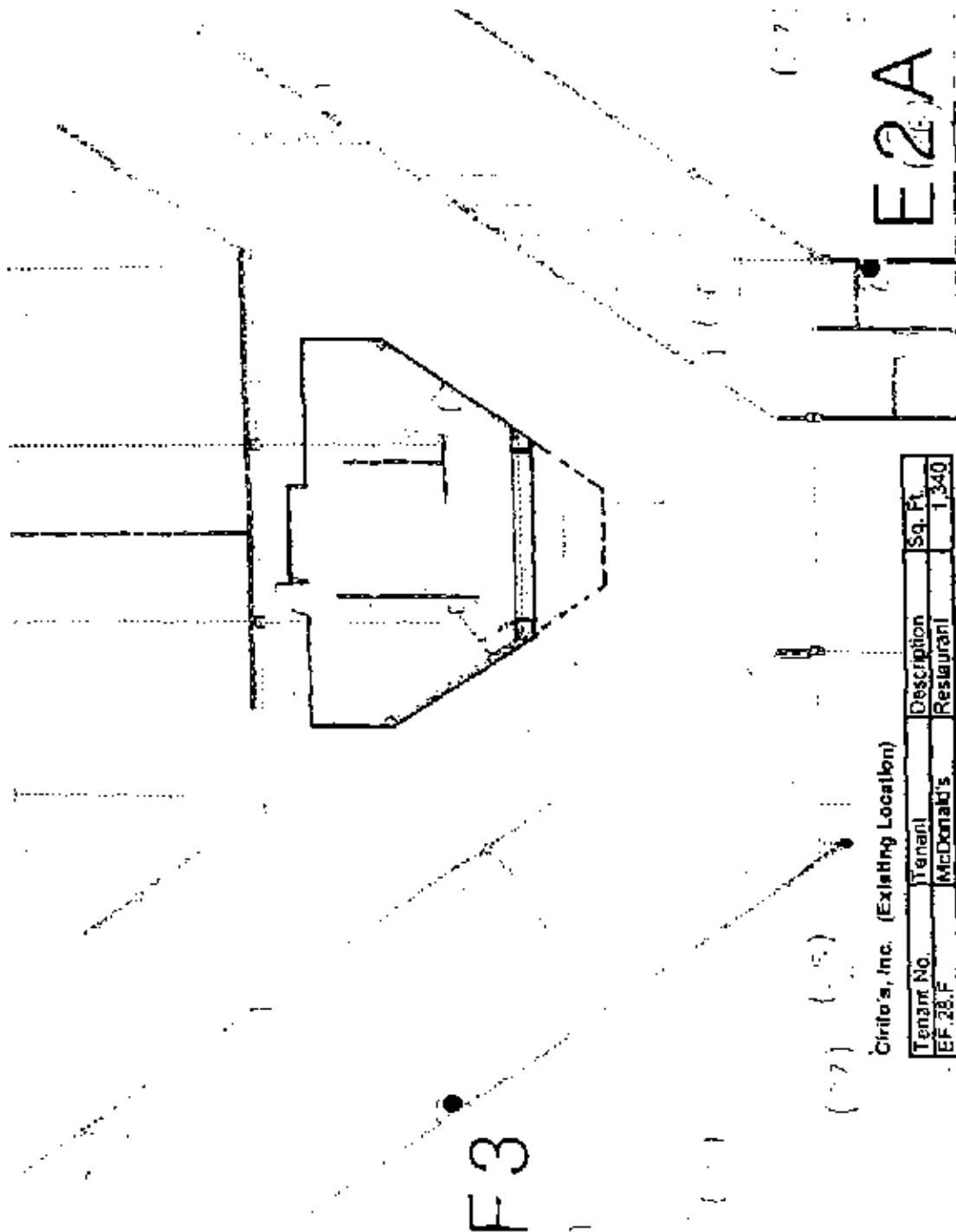


Exhibit "C".

(Cirilo's, Inc.)

Upper Level Floor Plan.

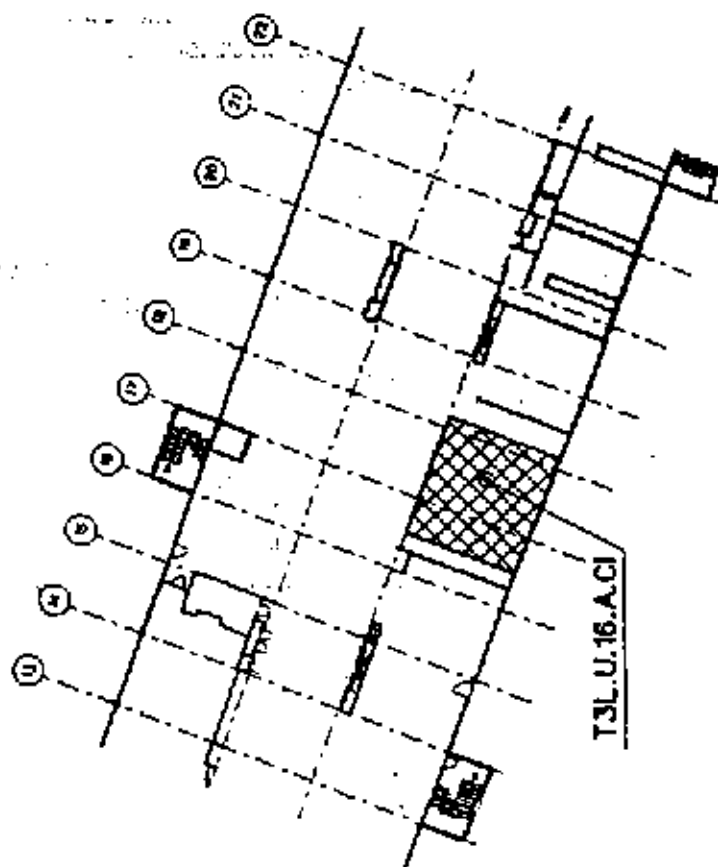
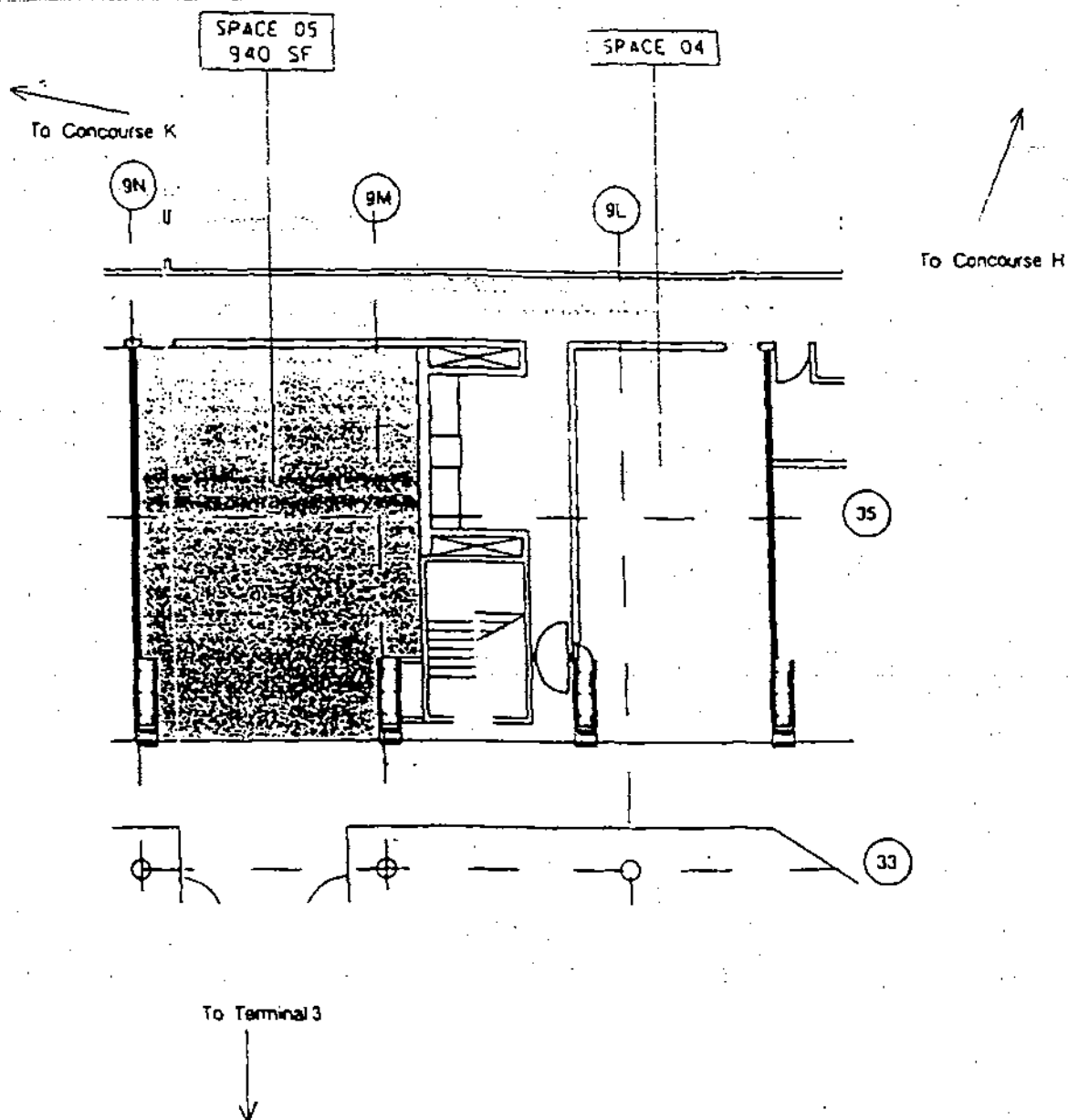


Exhibit "D".

(MAPI Corporation)
Floor Plan At O'Hare.

MAPI Corporation (New Location)



AUTHORIZATION FOR EXECUTION OF CHICAGO O'HARE
INTERNATIONAL AIRPORT AMENDED AND RESTATED
AIRPORT USE AGREEMENT AND TERMINAL
FACILITIES LEASE WITH AMERICA
WEST AIRLINES, INC.

The Committee on Aviation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on June 19, 2002) at the request of the Commissioner of Aviation, transmits herewith an amended use agreement involving America West Airlines, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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") is a duly constituted and existing municipality within the meaning of Article VII, Section 1 of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Article VII, Section 6(a) of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates an airport commonly known as Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease premises and facilities thereon and grant rights and privileges with respect thereto; and

WHEREAS, America West Airlines, Inc. ("America West") desires to become a signatory to the Chicago O'Hare International Airport Amended and Restated Airport Use Agreement and Terminal Facilities Lease dated as of January 1, 1985, as amended ("Use Agreement"); and

WHEREAS, The City desires to have America West become a signatory to the Use Agreement; now, therefore;

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

SECTION 1. The recitals set forth above are incorporated herein by reference as if fully set forth herein.

SECTION 2. The Mayor is hereby authorized to execute, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City, subject to the approval of the Commissioner of the Department of Aviation ("Commissioner"), the City Comptroller and the Corporation Counsel as to form and legality, the Use Agreement with America West, in substantially the same form attached hereto as Attachment A and for such Exclusive Use Premises and Aircraft Parking Areas, if any, as may be set forth in Exhibits J and K, together with such changes and modifications as may be approved by the Mayor or the Commissioner, the execution and delivery thereof to constitute conclusive evidence of this City Council's approval of any and all such changes and modifications.

SECTION 3. The Commissioner and other City officers are authorized to take any and all actions as may be reasonably necessary or desirable to implement the objectives of this ordinance.

SECTION 4. If any section, paragraph, clause or other provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of that section, paragraph, clause or other provision shall not affect any remaining section, paragraph, clause or provision of this ordinance.

SECTION 5. This ordinance shall take effect immediately upon its passage.

Attachment "A" referred to in this ordinance reads as follows:

Attachment "A".

*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 America West Airlines, Inc. 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;

WHEREAS, City and each of American Airlines, Inc., Delta Air Lines, Inc., Northwest Orient Airlines, Inc., Trans World Airlines, Inc., United Air Lines, Inc., and USAir, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated February 1, 1983, as amended by Amendment No. 1 dated April 1, 1983 and Amendment No. 2 dated June 1, 1983 thereto, and City and Ozark Air Lines, Inc. have executed an Airport Use Agreement and Terminal Facilities Lease dated May 12, 1983, as amended by Amendment No. 1 dated May 12, 1983 and Amendment No. 2 dated June 1, 1983 thereto (collectively, the "1983 Airport Use Agreement");

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 non-exclusive parking, loading and unloading of aircraft;

(b) "Runways" - runways at the Airport for the landing and taking-off of aircraft;

(c) "Taxiways" - taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the Runways, Aircraft Parking Areas, and other portions of the Airport; and

(d) "Facilities incidental to the Runways, Aircraft Parking Areas, and Taxiways" - facilities for the purpose of controlling and assisting arrivals, departures and operations of aircraft using the Airport, such as control towers operated and maintained by the FAA, signals, beacons, wind indicators, flood lights, landing lights, boundary lights, construction lights, radio and electronic aids or other aids to operations, navigation or ground control of aircraft whether or not of a type herein mentioned and even though located away from the rest of the Airfield Area.

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

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

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

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

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

(11) "Airport" means Chicago-O'Hare International Airport as shown on Exhibit A attached hereto, together with any additions thereto, or improvements or enlargements thereof, hereafter made, but any land, rights-of-way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

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

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

Fueling System Capital Projects described on Exhibit H.

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

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

(16) "Airport Use Agreement" means (a) this Agreement, (b) each other airport use agreement and terminal facilities lease, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, and (c) in the case of an all-cargo carrier, its airport use agreement, with respect to the Airport, substantially the same (except with respect to the Exclusive Use Premises and Airline's Aircraft Parking Area described therein) and having the same expiration date as this Agreement, together with a cargo facilities lease of no shorter duration than such airport use agreement; in each case as amended or supplemented from time to time.

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

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

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

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

(21) "Concession Revenues" means, for any Fiscal Year, rentals, charges and fees of any kind or nature payable to City during such Fiscal Year from tenants, licensees, permittees, or other operators at the Airport, for the right to use premises at the Airport to sell or lease merchandise, services or other intangibles, including, but not limited to, restaurants, bars, car rental agencies, news stands, gift shops, specialty shops, advertising displays, insurance sales facilities, public telephones, facilities for the furnishing of ground transportation services, hotels and parking areas; provided,

however, that Concession Revenues shall not include (a) any such rentals, charges or fees derived from the Land Support Area or the International Terminal Area, (b) Airport Fees and Charges, (c) terminal rentals or landing fees of non-Airline Parties, (d) fees and charges under fueling facility agreements, or (e) the proceeds of any tax levied at the Airport.

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

(23) "Cost-Revenue Centers" (sometimes abbreviated as "CRCs") 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 CRCs 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 deposits 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 "FAA") 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) "FIS 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 FIS 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 employment 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)(iii), (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 Financing 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 FIS 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	Fuelling 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
Exhibit R	Military Project
Exhibit S	Military Site

ARTICLE II

TERM

Section 2.01 - Term of Agreement

This Agreement shall become effective on the date on which this Agreement is executed and delivered by City and Airline, and shall terminate on May 11, 2018. Notwithstanding the foregoing, the "Effective Date" as used in this Agreement shall mean May 12, 1983.

ARTICLE III

GRANT OF RIGHTS

Section 3.01 - Use of Airfield Area and Aircraft Parking Areas

(a) Airline shall have the right to conduct an Air Transportation Business at the Airport, to act as a contract or private carrier, and to perform all operations and functions as are incidental, necessary or proper thereto, including the following:

(i) The right to land, take-off, fly and move aircraft operated by Airline on the Airfield Area;

(ii) The right to use Airline's Aircraft Parking Area to permit Airline's employees, agents and contractors to load and unload persons, property, cargo and mail upon or from aircraft operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, by such means as may be reasonably necessary or convenient;

(iii) The right to use Airline's Aircraft Parking Area to service aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, with gasoline, oil, greases, lubricants and other fuel or propellant, and with foods and beverages and other supplies and materials, by such means as may be reasonably necessary or proper;

(iv) The right to repair, condition, maintain, test and park aircraft and other equipment operated by Airline, and, if on a temporary basis or if permitted by Section 3.05, by another person engaged in an Air Transportation Business, on Airline's Aircraft Parking Areas; provided, however, such repair, conditioning, maintenance and testing shall be limited to those activities at the time commonly

considered routine ramp servicing (which term includes the activities referred to in item (iii) above):

(v) The right to park aircraft on Aircraft Parking Areas designated from time to time by City as available for common use;

(vi) Subject to Section 3.07(f), the right to train personnel in its employ or under its direction;

(vii) The right to sell, dispose of or exchange its aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, other equipment or supplies, and any articles or goods used by or acquired by Airline in connection with its conduct of an Air Transportation Business; provided, however, that Airline shall not sell, dispose of or exchange any such items to persons other than its employees or other Aircraft Operators, unless such items represent surplus items at the time no longer reasonably necessary in connection with the conduct by Airline of its Air Transportation Business; and, provided further, that Airline shall not sell, dispose of or exchange gasoline, oil, greases, lubricants, fuel or propellants, except to other persons conducting an Air Transportation Business;

(viii) The right to operate and maintain such mobile communications equipment as may be reasonably necessary or convenient for its operations;

(ix) The right to purchase or otherwise obtain and use services and personal property of any nature (including aircraft, engines, accessories, gasoline, oil, greases, lubricants, other fuel or propellant, foods, beverages, other equipment and supplies and any articles or goods) reasonably necessary or convenient for its operation from any supplier of its choice;

(x) The installation, maintenance and operation by Airline, alone or jointly with one or more other Airline Parties, of aircraft air-conditioning equipment, auxiliary power to service parked aircraft, aircraft start-up equipment and such other miscellaneous aircraft support equipment as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; and

(xi) The right to conduct any operations or activities other than those enumerated above, reasonably related to the landing, taking-off, flying, moving, loading, unloading or ramp servicing of aircraft or the movement of passengers, which are reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that all such other operations and activities shall be subject to the prior written approval of the Commissioner.

(b) The foregoing shall not be construed to authorize Airline to conduct any business other than an Air Transportation Business at the Airport. The rights enumerated above may be exercised by Airline, alone or in conjunction with any other Airline Party, directly or through another person designated by Airline, or designated by Airline and such Airline Party jointly. The rights enumerated in item (iii) above to service aircraft and other equipment may be exercised only with respect to aircraft and other equipment operated by persons engaged in the Air Transportation Business; provided, however, that Airline may exercise such rights with respect to such persons other than Airline only to the extent not prohibited by any agreements to which City is a party as of the Effective Date.

Section 3.02 - Communications Equipment

Airline shall have the right to install, maintain and operate, at such location or locations at the Airport as may have the prior written approval of the Commissioner, communications, meteorological and aerial navigation equipment, information and data processing equipment, and other similar facilities as may be reasonably necessary or convenient to the conduct by Airline of an Air Transportation Business; provided, however, that the exercise of such right and privilege shall not interfere with City's operation of the Airport for the benefit of all Aircraft Operators using the Airport.

Section 3.03 - Use of Exclusive Use Premises

(a) Airline shall have the right to use its Exclusive Use Premises for any and all purposes reasonably necessary, convenient or incidental to the conduct by Airline of an Air Transportation Business, including the following purposes:

(i) The installation, maintenance and operation of customer relations, security and waiting room facilities and equipment, reservation offices, administrative offices, operations offices, lockers, restrooms and related facilities, baggage, cargo and mail-handling and storage facilities and equipment;

(ii) The enplaning and deplaning of passengers, the handling of reservations, ticketing, billing and manifesting of passengers, and the handling of baggage, express cargo, property and mail, by airline employees or by self-service equipment operated by customers or passengers of Airline;

(iii) The installation, maintenance and operation of radio and other Communications equipment and information and data processing equipment;

(iv) The operation, by Airline or an independent contractor, of passenger clubs and lounges where, to the extent permitted by law, Airline may serve food and beverages with or without charge;

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

(vi) The maintenance and operation, by Airline or by an independent contractor, of an employees' cafeteria or restaurant, the preparation and serving of foods and beverages (including the maintenance and operation of vending machines dispersing such food and beverages, tobacco products and other merchandise) for consumption by Airline's employees, with the further right to do any and all things necessary, required or convenient therewith including the imposition of charges for such food and beverages; provided, however, that the location of such facilities shall be limited to areas within Airline's Exclusive Use Premises not intended to be open to the general public; and

(vii) The maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient to carry out any or all of the foregoing.

(b) Nothing in this Agreement shall be construed to permit the use of Airline's Exclusive Use Premises for the sale of air travel insurance (unless such insurance is not otherwise available in the Terminal Area) or for public restaurants or merchandising operations, or for the conduct of any business other than Airline's Air Transportation Business.

(c) Airline may, with the prior written approval of City and other appropriate governmental authorities, use Airline's Exclusive Use Premises for a Federal Inspection Service Facility.

(d) City shall not, without obtaining Airline's prior written approval, apply for or use any Government Grants-in-Aid to pay for all or part of Airline's Exclusive Use Premises or Airline's Aircraft Parking Area, if the application for or use of such Government Grants-in-Aid would materially adversely affect Airline's exclusive use of such Exclusive Use Premises or Airline's Aircraft Parking Area.

(e) The grant of rights and privileges to Airline contained herein to serve food, beverages and other similar products in its Exclusive Use Premises is not intended to be broader than the grant of similar rights and privileges by City to Airline pursuant to the 1959 Airport Use Agreement and the 1959 Terminal Lease Agreement and to other persons conducting an Air Transportation Business at the Airport prior to the Effective Date.

Section 3.04 - Use of Public Use Premises and Other Public Areas; Ingress and Egress

(a) Airline and its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials and furnishers of services shall have the non-exclusive

right to use, in common with others, those Public Use Premises provided for public use by City, and all other public areas of the Airport, together with all improvements, facilities, and equipment now or hereafter located thereon, including, without limitation: passenger walkways, passenger loading facilities, public lounges, public lobbies, public waiting rooms, public hallways, stairways and escalators, public restrooms, and public roads and parking lots. Nothing herein shall be deemed to convey to Airline any interest or property rights in the Public Use Premises, or any improvements thereto. The Public Use Premises shall be in the possession and control of City and shall at all times remain public property to be used only as public airport facilities, except as may be otherwise provided herein.

(b) Except as hereinafter provided, Airline shall have the right (i) of ingress to and egress from the Airport for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of services, and its or their equipment, aircraft, vehicles, machinery and other property, (ii) to provide transportation of employees of Airline to, from and within the Airport, (iii) to provide transportation of passengers of Airline within the Airport, and (iv) to provide transportation for passengers of Airline to and from the Airport in the event of an emergency closing of the Airport or another airport or in the event of an unexpected cancellation of scheduled flights. Except as in this Agreement otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, or its or their suppliers of materials and furnishers of services, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or for transporting, loading, unloading or handling persons, property, cargo or mail in connection with Airline's Air Transportation Business, or for exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from, or within, the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder. Notwithstanding the foregoing, nothing in this Section 3.04 shall be deemed to permit City to levy, or preclude City from levying, a passenger facility charge or other similar tax at the Airport.

Section 3.05 - Handling Agreements

Pursuant to such terms and provisions as Airline may deem appropriate and for so long as Airline actively conducts an Air Transportation Business at the Airport, Airline's Exclusive Use Premises, Airline's Aircraft Parking Areas, and any Public Use Premises or other public areas of the Airport which Airline has a right to use in common

with others, may also be used by Airline for the handling by Airline's personnel of air transportation operations of other persons engaged in the Air Transportation Business to the same extent as they may be used for the operations of Airline; provided, however, that (a) Airline shall remain liable for all of its obligations hereunder, (b) Airline shall give the Commissioner written notice of any such handling arrangement at least seven (7) days prior to the effective date thereof, and (c) no handling arrangement shall be allowed if the Commissioner objects to it on the basis of material adverse impact to Airport operations within such seven (7) day period.

Section 3.06 - Construction, Operation and Maintenance and Use of Fueling System

Airline shall have the obligation to construct and operate and maintain, and the non-exclusive right to use, in common with others, the Fueling System, which obligation and right shall be governed by, and subject to the restrictions contained in, that certain Amended and Restated Fueling System Lease dated as of January 1, 1985, by and among City, Airline and various persons engaged in an Air Transportation Business. Any Airline Party or International Terminal Area Airline Party that is not a signatory to the Fueling System Lease shall not have the benefits or obligations of a lessee thereunder.

Section 3.07 - Restrictions

The foregoing rights and privileges of Airline are subject to the following specific restrictions:

(a) City may, from time to time, temporarily or permanently close roadways, ramp areas, doorways and any other areas at the Airport for the purpose of facilitating necessary construction, maintenance or repairs of facilities at the Airport, so long as reasonable means of ingress and egress to and from the Terminal Area and the Airfield Area remain available. City shall consult with Airline prior to any such closing which would adversely affect Airline's operations at the Airport unless such closing is necessitated by circumstances which pose an immediate threat to the health or safety of persons using the Airport. Airline hereby releases and discharges City, its successors and assigns, from any and all claims, demands or causes of action which Airline may have arising from the fact that such areas have been closed.

(b) City may prohibit the use of the Airfield Area by any aircraft operated or controlled by Airline which exceeds the design strength of the paving of the Runways and Taxiways, so long as such prohibition also extends to similar aircraft operated by other Aircraft Operators.

(c) Except as otherwise expressly provided herein or unless otherwise expressly permitted to do so, Airline shall not install, maintain or operate, or permit the installation, maintenance or operation in the Terminal Area of, any vending machine or

device designed to dispense or sell food, beverages, tobacco, or merchandise of any kind, except in areas which are not intended to be open to the general public.

(d) Airline shall not do or authorize to be done anything which may interfere with the effectiveness or accessibility of the drainage and sewage system, water system, communications system, fire protection system, or any other part of the utility, electrical or other systems installed or located from time to time at the Airport.

(e) Airline shall not do or authorize to be done anything at the Airport (i) which may constitute a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement or (ii) which will invalidate or conflict with any insurance policies covering the Airport. If, by reason of any failure on the part of Airline to comply with the provisions of this subsection, the cost of any such insurance or extended coverage is at any time higher than it otherwise would be, then Airline shall, at its option (1) provide an equivalent insurance policy written by an insurance company qualified to do business in the State of Illinois, or (2) pay City that part of all premiums paid by City which are charged because of such violation or failure by Airline.

(f) Airline shall limit its training flights into and out of the Airport to necessary FAA-qualification flights, and shall coordinate such training and other nonscheduled flight activities with representatives of the Department of Aviation of City. If requested by City, Airline shall restrict all such activities to certain hours so as to not interfere with scheduled flight activities of other Aircraft Operators using the Airport.

(g) City, by its officers, employees, agents, representatives, contractors and furnishers of utilities and other services, shall have the right at all reasonable times to enter Airline's Exclusive Use Premises for the purpose of inspecting the same, for emergency repairs to utilities systems, and for the doing of any act which City may be obligated or have the right to do under this Agreement; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

(h) City shall have the right to operate and maintain the Ground Transportation System with all necessary and reasonable means of ingress thereto and egress therefrom; provided, however, that in exercising such rights, City shall not unreasonably interfere with Airline's use and occupancy of its Exclusive Use Premises.

ARTICLE IV

LEASE OF TERMINAL FACILITIES

Section 4.01 - Introduction

(a) For the purpose of fairly allocating Debt Service allocable to the Terminal

Area among the Airline Parties occupying Exclusive Use Premises, all such premises are designated as either Existing Footage or Additional Footage. The total number of square feet of Existing Footage of all Airline Parties shall not exceed 770,000, unless and until the same may be increased pursuant to Section 8.01(b). Debt Service on obligations issued to fund the cost of designing, constructing and equipping Exclusive Use Premises (other than the Additional Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement), Type B Public Use Premises and those Capital Projects enumerated in Section 5.05(b), or to refinance, refund or redeem such obligations, is allocated among the Airline Parties based on Additional Footage. Debt Service on obligations issued to fund the cost of designing, constructing and equipping Type A Public Use Premises, or to refund, refinance or redeem such obligations, is allocated among the Airline Parties based on total square footage of Exclusive Use Premises.

(b) Since Exclusive Use Premises of Airline may change, in size and location, as Capital Projects are constructed, this Article IV provides for the leasing of Exclusive Use Premises in phases, where applicable.

(c) In the event the Airport Use Agreement of any Airline Party terminates for any reason whatsoever, with respect to all or part of such Airline Party's Exclusive Use Premises, and City relets any such Exclusive Use Premises to any other Airline Party, such premises shall be included in the Exclusive Use Premises of such new lessee and all of such premises shall be designated as Additional Footage regardless of the number of square feet of such premises which may have been designated as Existing Footage in the previous lessee's Airport Use Agreement.

Section 4.02 - Phase I Exclusive Use Premises

(a) City hereby leases to Airline and Airline hereby hires and takes from City for Airline's exclusive use, and agrees to pay Terminal Area Rentals and Terminal Area Use Charges calculated with reference to, the Exclusive Use Premises (Airline's "Phase I Exclusive Use Premises") located in Terminal Building No. ____, and Concourse(s) ____, together with all improvements and fixtures located therein, all as shown on Drawing Nos. 1, 2, 3, 4, 5, and 6 of Exhibit J attached hereto.

(b) The foregoing Phase I Exclusive Use Premises, taken together, comprise ____ square feet, of which ____ square feet shall be deemed Airline's Existing Footage, and ____ square feet shall be deemed Airline's Additional Footage.

Section 4.03 - Phase II and Phase III Exclusive Use Premises

(a) (i) Effective as of the Date of Beneficial Occupancy of the Exclusive Use Premises described and depicted in Exhibit J-1 attached hereto, if any (Airline's "Phase II Exclusive Use Premises"), City shall, without any further action, lease to Airline and

Airline shall, without any further action, hire and take from City for Airline's exclusive use, and shall pay Terminal Area 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, 1980, 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 prorata share of the net cost of each Cost-Revenue Center (except the Land Support Area) shall be charged to Airline and to each of the other Airline Parties as part of Airport Fees and Charges in accordance with the provisions of this Article V. The aggregate of all rentals, fees and charges to be paid under all Airport Use Agreements by all Airline Parties shall be sufficient to pay for the net cost of operating, maintaining and developing the Airport (excluding the Land Support Area), including the satisfaction of all of City's obligations to make deposits and payments under any ordinance or resolution authorizing obligations issued pursuant to Article VIII other than Special Facility Revenue Bonds.

(b) In order to minimize the rentals, fees and charges which Airline is obligated to pay under this Agreement, City shall promote and develop Non-Use Agreement Revenues in a manner consistent with that of a reasonably prudent airport operator.

Section 5.02 - Terminal Area Rentals

At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Rentals to City equal to \$5.00 per square foot per year for the Exclusive Use Premises from time to time leased to Airline hereunder.

Section 5.03 - Terminal Area Use Charges

(a) At such times and in such manner as provided in Article VII, Airline shall pay Terminal Area Use Charges to City in an amount equal to:

(i) Airline's prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 Prorata Share

(a) Airline's prorata 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 (iii) 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 prorata 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 prorata share set forth in Section 5.03(a)(iii) and (iv) of Debt Service, O&M Expenses, various payment requirements, Net Deficit or Net Revenues of the Terminal Support Area and Non-Use Agreement Revenues of the Terminal Area shall be the percentage established by dividing (i) the total number of square feet of Airline's Exclusive Use Premises by (ii) the total number of square feet of all Airline Parties' Exclusive Use Premises. For purposes of this Section 5.04(c), any portion of a Special Facility Improvement in the Terminal Area designated as Exclusive Use Premises shall be deemed to be Exclusive Use Premises.

Section 5.05 - Special Allocations of Additional Terminal Area Debt Service

(a) While it is anticipated that interest during construction will be capitalized, to the extent any Debt Service attributable to Capital Projects in the Terminal Area becomes payable prior to the time when the premises being constructed are usable and used for the purposes for which they are being constructed, the following shall apply:

(i) Airline shall pay its prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata 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 prorata share shall be the percentage established by dividing (i) the total number of square feet

of Airline's Additional Footage by (ii) the total lumber 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 prorata 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 prorata share for purposes of Section 5.08(a) above shall be computed as follows:

(i) Ten percent (10%) thereof shall be distributed equally among all Airline Parties and International Terminal Area Airline Parties;

(ii) Ninety percent (90%) thereof shall be distributed among all Airline Parties and International Terminal Area Airline Parties in the proportion that the number of gallons of aviation fuel distributed from the Fueling System to each such Airline Party or International Terminal Area Airline Party bears to the total number of gallons of aviation fuel distributed from the Fueling System to all Airline Parties and International Terminal Area Airline Parties.

(c) In the event that for any full calendar month none of the Airline Parties has any aviation fuel distributed to it from the Fueling System, Airline shall, for the purposes of this Section 5.08, be deemed to have had distributed to it in such month the average number of gallons of aviation fuel distributed to it in each of the last preceding six months during which any aviation fuel was distributed to it.

ARTICLE VI

IDENTIFICATION AND ALLOCATION OF REVENUES AND EXPENSES

Section 6.01 - Debt Service

(a) City shall maintain accurate records allocating Debt Service for each Fiscal Year among the CRCs. The allocation of Debt Service shall be based on actual expenditures made out of the proceeds of obligations giving rise to such Debt Service for each Capital Project described in the Airport Development Plan and in any future schedules of Capital Projects presented by City to the Airline Parties in accordance with Article VIII; provided, however, that Debt Service attributable to those capitalized costs of implementing the provisions of this Agreement described in Section 8.02(a)(vi) 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 CRCs in the same proportion as O&M Expenses, for such Fiscal Year, are allocated among the CRCs. 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:

$$S - \frac{(S \times T \times V)}{U \times W}$$

(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 CRCs (and within a CRC) 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)(b) 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 CRCs, 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 CRCs, and within the Terminal Area.

Section 6.03 - Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund Payment Requirements

(a) The Emergency Reserve Fund payment requirement calculated pursuant to Section 11.02 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. The Airport Development Fund payment requirement calculated pursuant to Section 10.02 shall be allocated fifty percent (50%) to the Airfield Area and fifty percent (50%) to the Terminal Support Area.

(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 CRC, the latest available data on current operations of the Airport, a pro forma projection for the entire current Fiscal Year, and an estimate of each of the following items for the next-ensuing Fiscal Year:

- (i) Debt Service (indicating Capital Projects which require approval of a Majority-in-Interest pursuant to Section 8.05);
- (ii) Operation and Maintenance Expenses;
- (iii) Non-Use Agreement Revenues;
- (iv) Investment Income;
- (v) The Airport Development Fund payment requirements;
- (vi) The Emergency Reserve Fund payment requirements;
- (vii) The Special Capital Projects Fund payment requirements;

(viii) The Operation and Maintenance Reserve Fund payment requirements; and

(ix) Any changes in the number of square feet of any Airline Party's Exclusive Use Premises and Additional Footage.

Airline may submit written comments on the Preliminary Projection of Fees and Charges to the Commissioner within thirty (30) days following receipt thereof by Airline. City shall give due consideration to any comments submitted in a timely manner by Airline. City shall, when requested by a Majority-in-Interest, convene a meeting with Airline Parties to discuss O&M Expenses relating to the operation of any Ground Transportation System.

Section 7.03 - Projection of Landing Fee Rate; Terminal Area Use Charges and Fueling System Fees

Not later than thirty (30) days prior to the end of each Fiscal Year, City shall furnish Airline with a Projection of Fees and Charges, consisting of the Preliminary Projection of Fees and Charges revised as appropriate to reflect comments submitted to City by Airline Parties (the "Projection of Fees and Charges"). The Projection of Fees and Charges shall be the basis for computing Airline's Landing Fees, Terminal Area Use Charges and Fueling System Fees for the next ensuing Fiscal Year unless and until revised pursuant to Section 7.06. In no event shall the projection of Landing Fees, Terminal Area Use Charges or Fueling System Fees of any Airline Party be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.04 - No Effect on Capital Project Approval Process

To the extent that either the Preliminary Projection of Fees and Charges or the Projection of Fees and Charges includes Debt Service for Capital Projects with respect to which City is required to give notice or obtain approval pursuant to Article VIII, (a) the inclusion of such Debt Service by City shall not be deemed to be such notice or a request for such approval, and (b) Airline's comments or lack of comments on the Preliminary Projection of Fees and Charges or the payment by Airline of Airport Fees and Charges in accordance with the Projection of Fees and Charges shall not be deemed to be evidence of such approval or disapproval thereof.

Section 7.05 - Payment of Terminal Area Rentals, Terminal Area Use Charges, Landing Fees and Fueling System Fees

Beginning with the later of the Effective Date and the date on which this Agreement is executed and delivered with respect to Airline's Phase I Exclusive Use

Premises, and beginning with the Date of Beneficial Occupancy with respect to Airline's Phase II (or Phase III, if applicable) Exclusive Use Premises:

(a) Not later than the tenth (10th) day of each month of each Fiscal Year, City shall furnish Airline with an invoice setting forth the amount of Airline's Terminal Area Rental and Terminal Area Use Charge for the next ensuing month. Not later than the first (1st) day of such next ensuing month, Airline shall pay City an amount equal to Airline's total Terminal Area Rental and Terminal Area Use Charge for such month.

(b) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline shall furnish City with a statement, signed by an authorized representative of Airline, certifying the actual number of Airline's Fee Landings, by type, model and weight of aircraft, during the preceding month. City shall forthwith furnish Airline with an invoice setting forth the amount of Landing Fees payable by Airline for such preceding month, calculated by multiplying the total Approved Maximum Landing Weight for aircraft landed by Airline in Fee Landings at the Airport during such preceding month by the Landing Fee Rate for such preceding month. Within thirty (30) days after the date of such invoice, Airline shall pay to City the amount of Landing Fees set forth therein.

(c) Not later than the tenth (10th) day of each month of each Fiscal Year, Airline or the "Operator" as designated in the Fueling System Lease on Airline's behalf shall furnish City with a statement, signed by an authorized representative of Airline or the "Operator" as designated in the Fueling System Lease, certifying the actual number of gallons of aviation fuel distributed from the Fueling System to Airline during the preceding month, together with payment of Airline's Fueling System Fees for such preceding month, calculated by multiplying the total number of gallons of aviation fuel distributed from the Fueling System to Airline during such preceding month by the Fueling System Fee Rate for such preceding month.

Section 7.06 - Mid-Year Adjustment of Landing Fee Rate, Terminal Area Use Charges and Fueling System Fees

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised Projection of Fees and Charges (the "Mid-Year Projection"), which shall reflect the most recently available information with regard to the amounts actually incurred or realized during such Fiscal Year for each of the items listed in Section 7.02, together with the most recently available information with regard to Landing Fees, Terminal Area Use Charges and Fueling System Fees actually received by City with respect to the Airport. If the Mid-Year Projection forecasts that 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 Mid-Year Projection. In no event shall either Terminal Area Use Charges, Landing Fees or Fueling System Fees of any Airline Party, as so adjusted, be less than zero; provided, however, that if the computations contemplated hereunder produce negative amounts, such amounts shall be reflected in the Final Audit.

Section 7.07 - Final Audit

Within six (6) months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report, prepared in accordance with generally accepted accounting 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 ($1/12$) of the amount provided in the Projections of Fees and Charges prepared pursuant to Section 7.03 for Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and excluding required deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund) for such Fiscal Year; provided, however, that if the Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund) for such Fiscal Year, the amount required to be deposited in the Operation and Maintenance Fund each month of the second half of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment.

Second: City shall next deposit into the Special Capital Projects Fund the amount, if any, approved by a Majority-in-Interest to be deposited at such time into the Special Capital Projects 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 Mid-Year Projection prepared in accordance with Section 7.06 contains an adjustment of Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited on the one hundred eighty-second (182nd) day of such Fiscal Year shall be increased or decreased as appropriate by an amount equal to such adjustment.

Second: City shall next deposit into the Maintenance Reserve Fund an amount equal to the lesser of (A) \$1,500,000 and (B) the amount, if any, required to bring the deposit therein to \$3,000,000.

Third: City shall next deposit into the Emergency Reserve Fund an amount equal to one-half (1/2) of the Emergency Reserve Fund payment requirement, as defined in Section 11.02, for such Fiscal Year.

Fourth: City shall next deposit into the Airport Development Fund an amount equal to one-half (1/2) of the Airport Development Fund payment requirement, as defined in Section 10.02, for such Fiscal Year, plus one-half (1/2) of the amount, if any, to be deposited by City into the Airport Fund for such Fiscal Year for deposit into the Airport Development Fund pursuant to Section 13.03.

(c) If at any time when deposits are required to be made to any funds pursuant to this Section 7.10, moneys held in the Airport Fund are insufficient to make any such required deposit, the deposit shall be made on the next applicable deposit date after required deposits into all other funds of higher priority are made in full.

(d) The moneys on deposit in the funds described in this Section 7.10 shall be used for the following purposes:

(i) Any balance in the Airport Fund after the deposits and transfers set forth herein shall remain in the Airport Fund and shall be available only (1) to meet deficiencies arising in any of the funds in the order of their priority, (2) to make future deposits and transfers required hereunder, and (3) to make any payments to Airline Parties required under Sections 5.03(b), 5.06(c) and 7.07.

(ii) The moneys in the Operation and Maintenance Fund shall be used by City only to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund); provided, however,

that moneys in the Operation and Maintenance Fund shall also be used to repay loans from the Operation and Maintenance Reserve Fund as soon as funds for such repayment are available therefor.

(iii) The moneys in the Special Capital Projects Fund shall be used only as a source for Special Capital Project Expenditures approved by a Majority-in-Interest.

(iv) The moneys in the Operation and Maintenance Reserve Fund shall be used only to make loans to the Operation and Maintenance Fund whenever and to the extent moneys in the Operation and Maintenance Fund are insufficient to pay Operation and Maintenance Expenses (excluding O&M Expenses of the Land Support Area and deposits into the Maintenance Reserve Fund and the Operation and Maintenance Reserve Fund).

(v) The moneys in the Maintenance Reserve Fund shall be used only for paying the cost of extraordinary maintenance expenditures, such as costs incurred for major repairs, renewals and replacements at the Airport (excluding the Land Support Area), whether caused by normal wear and tear or by unusual and extraordinary occurrences, including costs of painting, major repairs, renewals and replacements, damage caused by storms or other unusual causes. Any expenditure out of the Maintenance Reserve Fund shall be certified as an appropriate expenditure for one or more of the above-described purposes by an Independent Airport Consultant.

(vi) The moneys in the Emergency Reserve Fund shall be used only for the purposes set forth in Section 11.03.

(vii) The moneys in the Airport Development Fund shall be used only for the purposes set forth in Section 10.04.

(c) 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 Buildings Nos. 1, 2, 3 and 3-Expansion, without approval of Airline or a Majority-in-Interest so long as City obtains a written agreement from one or more Airline Parties to (i) occupy such Exclusive Use Premises for the remaining term of its or their Airport Use Agreements, (ii) provide the financing therefor from a source other than General Airport Revenue Bonds or Junior Lien Obligations and pay all principal and interest thereon, (iii) pay all costs related to such Capital Projects which are not completed, including any architectural or engineering fees, and (iv) amend its or their Airport Use Agreements to increase such Airline Party's or Parties' Existing Footage and Exclusive Use Premises by an amount equal to the square footage of any such expansion to such Exclusive Use Premises.

(c) City may make or authorize to be made any other Capital Expenditures for Capital Projects without approval of Airline or a Majority-in-Interest so long as Airline will not be obligated to pay any costs thereof or therefor, including any payments in the event of a default by the primary obligor.

Section 8.02 - Issuance of Obligations for Which No Approval Required

(a) Provided that the notice required by Section 8.04 has been given to Airline, City may issue obligations for any one or more of the following purposes, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations, and include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without approval of Airline or a Majority-in-Interest: (i) to fund (1) the cost of designing, constructing and equipping Priority I Capital Projects, (2) the Airline-Funded Cost of designing, constructing and equipping Priority II Capital Projects, subject to the provisions of Section 9.07, (3) the cost of designing, constructing and equipping Capital Projects of the Fueling System, and (4) the cost of designing, constructing and equipping Capital Projects necessary to comply with any valid rule, regulation or order of any Federal or state agency; (ii) to fund the cost of tenant improvements pursuant to Section 9.12, or the cost of relocation expenses pursuant to Section 9.13; (iii) to fund insurance or condemnation award deficiencies pursuant to

Section 19.04(d) or 19.05; (iv) to redeem the 1959 Bonds; (v) to refinance, on a long-term, permanent basis, obligations which were issued originally to finance, on a short-term, interim basis, the cost of funding required deposits described in subsection (viii) below, the cost of designing, constructing and equipping Capital Projects described in subsection (i) above, or the cost of tenant improvements and relocation costs described in subsection (ii) above, or, to the extent necessary from time to time to prevent a default thereon, to renew such short-term interim obligations with other short-term obligations; (vi) to refund or refinance Special Facility Revenue Bonds (1) pursuant to and only at the times required by the Special Facility Use Agreement dated as of August 1, 1982 by and between City and Delta Air Lines, Inc., or (2) pursuant to and only at the times required by any agreements entered into by and between City and any Airline Party pursuant to Section 9.14; (vii) to fund other capitalized costs of implementing the provisions of this Agreement, such as the costs of designing, creating and implementing accounting and cost management systems, and program and construction management costs and expenses; and (viii) to fund required deposits into the Operation and Maintenance Reserve Fund. The use of the proceeds of General Airport Revenue Bonds in the manner set forth in that certain Escrow Deposit Agreement, dated as of April 1, 1983, by and among City, Delta Air Lines, Inc. and Continental Illinois National Bank and Trust Company of Chicago, shall be deemed to constitute a refunding of Special Facility Revenue Bonds "pursuant to ... the Special Facility Use Agreement dated as of August 1, 1982 by and between the City and Delta Air Lines, Inc." within the meaning of this Section.

(b) It is the intent of City and Airline that obligations issued by City pursuant to this Section 8.02 will be issued at such times and on such terms as will result, for all such obligations in the aggregate, in the lowest annual Debt Service reasonably obtainable. Nevertheless, the terms and conditions of obligations issued by City pursuant to this Section 8.02 shall be determined by City in its sole discretion, including, but not limited to, the amount, term, redemption provisions and interest rate or rates of such obligations, subject to the following limitations, any or all of which may be waived by a Majority-In-Interest:

(i) City shall, to the extent permitted by law, cause interest on each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 to finance or refinance a Capital Project to be capitalized to and including a date not less than six (6) months beyond the estimated date of completion of construction of such Capital Project.

(ii) Each issue or series of obligations issued pursuant to subsection (a) of this Section 8.02 by City (other than obligations issued to finance, on a short-term, interim basis, the cost of designing, constructing and equipping Capital Projects, or the cost of funding required deposits into the Operation and Maintenance Reserve Fund, and obligations issued to renew such obligations)

shall be issued pursuant to the General Airport Revenue Bond Ordinance or a Special Facility Financing Arrangement and shall mature over a period of not less than fifteen (15) years and shall provide for approximately level annual payments of principal and interest.

(iii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of designing, constructing and equipping Capital Projects on a short-term, interim, basis, the following shall apply:

(1) City shall permanently finance, pursuant to the requirements of subsection (ii) above, the cost of designing, constructing and equipping each such Capital Project or component thereof on or prior to the issuance of the Cost Allocation Certificate for such Capital Project or component thereof pursuant to Section 9.04(h);

(2) Any letter of credit or other credit facility arrangement provided to secure such interim obligations, or any renewal obligations, (A) shall be provided by a domestic banking institution, (B) shall not affect any rights or obligations of City or Airline under this Agreement or have the effect of causing Debt Service included in the calculations of Terminal Area Use Charges and Landing Fees to exceed Debt Service calculated in accordance with subsection (3) below, and (C) shall not impose any covenants, restrictions or requirements on City regarding the ownership or operation of the Airport other than those imposed by the General Airport Revenue Bond Ordinance; and

(3) For the purpose of determining Debt Service on any such interim obligations, or on any obligation of City to repay advances under any such letter of credit or other credit facility arrangement, to be included in the calculation of Terminal Area Use Charges and Landing Fees under this Agreement, Debt Service shall be the lesser of (A) the actual Debt Service on such obligations and (B) the Debt Service which would have resulted if the same principal amount of obligations had been structured to mature on a level debt service basis over a ten (10) year period from the date of issuance of such interim obligations or from the date of incurrence of the obligation of City under such letter of credit or other credit facility arrangement, as the case may be, or the remaining term of this Agreement, whichever is shorter, with interest on such obligations assumed to be payable at a rate equal to the rate specified in the "Revenue Bond Index" published in The Bond Buyer, or successor index, and in effect on the date of sale of such interim obligations or on the date such letter of credit is issued or such other credit facility arrangement is entered into, as the case may be.

(iv) Except in accordance with Section 8.02(a)(iv), (v) and (vi), City shall not issue any obligations to refund or refinance any obligations issued pursuant to subsection (a) of this Section 8.02.

(v) City shall not issue any obligations pursuant to subsection (a) of this Section 8.02 which (1) provide for the establishment of a debt service reserve fund in excess of maximum annual debt service (principal and interest) with respect to such obligations, excluding in the case of obligations having maturity of five years or less the principal amount of such obligations, or (2) establish debt service coverage requirements with respect to such obligations in excess of 1.25 times the annual debt service for any Fiscal Year on such obligations, calculated by treating as available net revenues for debt service coverage purposes any balance remaining after all fund deposits required for the previous Fiscal Year under the ordinance or resolution authorizing such obligations have been made. In addition, the ordinance or resolution authorizing the issuance of any obligations pursuant to subsection (a) of this Section 8.02 (1) shall not create any funds other than funds which serve the same function and have deposit requirements determined in the same manner as the Debt Service Fund, the Debt Service Reserve Fund, the Junior Lien Obligation Debt Service Fund and the Construction Fund, (2) shall not provide for acceleration of payment of the principal amounts of such obligation, (3) shall provide for the funding of any debt service reserve fund for Junior Lien Obligations from the proceeds of the sale of such Junior Lien Obligations and (4) shall provide that any interest accruing on, and any profit realized from the investment of moneys in any debt service reserve fund established thereunder shall be deposited into the Revenue Fund.

(vi) City shall not amend the General Airport Revenue Bond Ordinance in any way that would change the debt service coverage requirements or the fund deposit requirements, as set forth in Exhibit I attached hereto; provided, however, that this provision shall not preclude increases in the amounts payable pursuant to such requirements where such increases result solely from the application of such requirements resulting from the issuance of General Airport Revenue Bonds or Junior Lien Obligations in accordance with this Article VIII on or after the date on which the pledge of Revenues under the General Airport Revenue Bond Ordinance becomes effective.

(vii) No ordinance or resolution authorizing the issuance of obligations pursuant to subsection (a) of this Section 8.02 shall materially conflict with any provision of this Agreement.

(viii) In the event obligations are issued by City pursuant to subsection (a) of this Section 8.02 to finance the cost of funding required deposits into the Operation and Maintenance Reserve Fund on a short-term, interim, basis, the following shall apply:

(1) Any such obligation shall bear interest at a rate not in excess of the average of the then current prime interest rates of the three largest domestic banking institutions headquartered in Chicago; and

(2) City shall permanently finance, as soon as reasonably feasible, pursuant to the requirements of subsection (ii) above, the cost of funding such required deposits into the Operation and Maintenance Reserve Fund out of the proceeds of subsequent issues of General Airport Revenue Bonds.

Section 8.03 - Notice of Capital Expenditures For Which No Approval Required

At least thirty (30) days prior to making any Capital Expenditure (or other permitted expenditure), except Capital Expenditures for Capital Projects of the Fueling System, described in Section 8.01, City shall give written notice thereof to Airline. Such notice shall include an estimate of (a) the cost of the Capital Project, (b) the Operation and Maintenance Expenses resulting therefrom, (c) the sources and uses of funds, (d) the construction schedules, description, and justification for any such Capital Project, and (e) the projected impact on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon. Airline may submit to City written comments on such Capital Project within twenty (20) days following receipt by Airline of such notice. City shall give due consideration to any such comments filed in a timely manner by Airline. Upon timely request by a Majority-in-Interest, City shall convene a meeting of Airline Parties and City to discuss such Capital Project.

Section 8.04 - Notice of Issuance of Obligations for Which No Approval Required

(a) At least thirty (30) days prior to the issuance of any obligations issued pursuant to Section 8.02 after the Effective Date, except the issuance of obligations issued to fund the cost of designing, constructing and equipping Capital Projects of the Fueling System, City shall give written notice of such financing to Airline. Such notice shall provide (i) in the case of a Capital Project to be financed, an estimate of (1) the cost of such Capital Project, (2) the construction schedules, description and justification for such Capital Project, and (3) the Operation and Maintenance Expenses resulting from such Capital Project; (ii) the terms of such financing and the estimated Debt Service payable as a result thereof; (iii) the proposed allocation of such Debt Service among and within the Cost-Revenue Centers; and (iv) the projected impact of such financing on Airport Fees and Charges, all in sufficient detail to enable the Airline to make informed comments thereon.

(b) Airline may submit to City written comments on such financing within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon request of a Majority-in-Interest filed with City within such twenty (20) day period, City shall convene a meeting of Airline Parties to discuss the financing within ten (10) days of

receipt of such request. If expressly requested at such meeting by a Majority-in-Interest, City shall delay the sale of such obligations until a date requested by such Majority-in-Interest, which date shall be not less than twenty (20) nor more than forty (40) days following the date of such request.

Section 8.05 - Capital Projects and Issuance of Obligations for Which Majority-in-Interest Approval is Required

(a) Except as provided in this Article VIII, City shall not make any Capital Expenditures for any Capital Project, except for preliminary planning and conceptual design work, or issue any obligations to finance the cost thereof, unless and until such Capital Project and the financing thereof has been approved by a Majority-in-Interest.

(b) Subject to the limitations contained in Article IX and except as provided in Section 8.01, City may, upon approval of a Majority-in-Interest, make any Capital Expenditure for a Capital Project, except for facilities for the exclusive use of any person or persons engaged in the Air Transportation Business, and may issue obligations giving rise to Debt Service to fund each such Capital Project and include such Debt Service in the calculation of Airport Fees and Charges consistent with the terms of this Agreement.

Section 8.06 - Method of Obtaining Approval

In the event City is required to obtain approval for a Capital Project, or an issuance of obligations, pursuant to Section 8.05, at least forty-five (45) days before making any Capital Expenditure or issuing any such obligation, City shall submit a proposal in writing to all Airline Parties, which proposal shall include an estimate of (a) the cost of such Capital Project, (b) the Debt Service and Operation & Maintenance Expenses resulting therefrom, (c) the sources and uses of funds and the terms of any financing, (d) the construction schedules, descriptions, 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.

Section 8.08 - Issuance of Obligations to Acquire the Military Site

City may issue obligations (including any partial issuance thereof, the "Initial Obligations") to fund the Capital Project entitled "Acquisition of Military Property" described on Exhibit R attached hereto (the "Military Project") 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 Initial Obligations, and City may include the Debt Service thereon in the calculation of Airport Fees and Charges, in accordance with the provisions of Articles V and VI, without any additional approval of Airline or a Majority-in-Interest other than that initially granted on May 21, 1996; provided, however, that the Initial Obligations shall be structured with (a) level annual debt service, (b) fixed interest rates, (c) final maturity in 2018, (d) an aggregate principal amount necessary to fund a not-to-exceed \$130,000,000 project cost (the "Aggregate Military Project Cost"), (e) unless otherwise approved by a Majority-in-Interest, capitalized interest from the date of issuance through December 31, 1998, and (f) two series of obligations, (i) one series sized to fund seventy-five percent (75%) of the cost of the Military Project and related costs of issuance and associated financing costs, excluding any costs for capitalized interest, with tax exempt revenue bonds, and (ii) one series sized to fund the balance of the cost of the Military Project and related costs of issuance and associated financing costs, including costs of capitalized interest on both series, with taxable revenue bonds.

City may issue obligations ("Refunding Obligations") without approval of Airline or a Majority-in-Interest, to refinance or refund in whole or in part from time to time any of the Initial Obligations or previously-issued Refunding Obligations, and may include the Debt Service on such Refunding Obligations in the calculation of Airport Fees and Charges; provided, however, that the Debt Service on such Refunding Obligations in any Fiscal Year shall not exceed the Debt Service on the Initial Obligations so refunded or refinanced.

Fifty percent (50%) of the Debt Service on any obligations issued pursuant to this Section 8.08 shall be Debt Service of the Airfield Area and fifty percent (50%) of such Debt Service shall be Debt Service of the Terminal Support Area.

ARTICLE IXAIRPORT DEVELOPMENT PLAN: CONSTRUCTION OF CAPITAL PROJECTSSection 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 CRC; 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 Sections 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 prorata portion of the costs incurred in connection with (A) the issuance of obligations issued to fund the cost of such project or component prior to the date of completion, (B) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations during the construction period, and (C) the amounts withdrawn from any capitalized interest account and used to pay interest accruing on such obligations following the completion of construction. Following the depletion of all amounts in any capitalized interest account held to pay interest on such obligations, City shall amend the Cost Allocation Certificate as necessary to reflect any amounts withdrawn from such capitalized interest account and used to pay interest on such obligations subsequent to the initial preparation, execution and delivery of the Cost Allocation Certificate. In addition, City shall amend the Cost Allocation Certificate to give effect to the application to such Capital Project or component thereof of the proceeds of any obligations issued to fund such project or component after the preparation, execution and delivery of the Cost Allocation Certificate as theretofore amended.

Section 9.05 - Airline Cooperation

(a) Airline shall use its best efforts to take such action as may be reasonably

requested of it by City, consistent with this Agreement and any other agreements in effect at such time between City and Airline, to enable City to implement the Airport Development Plan in a timely and cost-effective manner. Airline shall take no action which unreasonably impedes or hinders City from such implementation.

(b) Without limiting the foregoing, Airline shall cooperate with City and shall use its best efforts to take such action as is reasonably requested of it by City in support of City's efforts to (i) seek necessary governmental approvals for the Capital Projects described in the Airport Development Plan, and (ii) seek amendment of the Federal Aviation Regulations (14 CFR Subpart K: High Density Traffic Airports, Section 93.121 et seq.) to eliminate the maximum airport high density rule at the Airport. Airline shall not take any action which impedes or hinders such City efforts.

Section 9.06 - Priorities

(a) The Airport Development Plan designates certain Capital Projects as either Priority I Capital Projects or Priority II Capital Projects.

(b) So long as City has the power and right, in accordance with all applicable laws, ordinances, rules, regulations, and orders (other than those of City), to issue General Airport Revenue Bonds, Junior Lien Obligations or Special Facility Revenue Bonds, City shall, pursuant to Section 8.02, diligently proceed to issue General Airport Revenue Bonds or Junior Lien Obligations (or, upon request of an Airline Party pursuant to Section 9.14, Special Facility Revenue Bonds, or both) in an amount sufficient to fund the cost of designing, constructing and equipping each Priority I Capital Project described in the Airport Development Plan, and to fund all related costs of issuance and associated financing costs, including but not limited to, costs of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. City shall, pursuant to Section 8.01, use the proceeds of the sale of said bonds to design, construct and equip each Priority I Capital Project for which it has obtained all necessary governmental approvals. Without limiting the foregoing, City shall use its best efforts and employ every reasonable means to commence and complete each Priority I Capital Project for a cost which will not require obligations to be issued in excess of the amount required to pay the Airline-Funded Cost of such Priority I Capital Project. The highest possible priority will be given to the construction and equipping of those Capital Projects described in the Airport Development Plan constituting the expanded domestic Terminal Structure (including Terminal Building No. 1 (including the associated satellite concourse building) and all concourse extensions).

(c) Subject to the 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 bases for such estimate and an estimated construction schedule. City shall, within ten (10) days thereafter furnish the

Airlines' Representative with a copy of such certificate, together with a notice of any adjustments City will make under this Section 9.07(c) to the Funding Contingency Reserves. In the event that, at the time of delivery of the certificate establishing the Contract Cost, the Contract Cost is greater than the Airline-Funded Cost for such project or component thereof, the Funding Contingency Reserve for such project or component shall be reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above shall be further reduced to an amount equal to ten percent (10%) of the greater of the Airline-Funded Cost or the Contract Cost. An amount equal to the amount, if any, by which the Funding Contingency Reserve is reduced pursuant to the preceding sentence may be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(d) The actual cost of designing, constructing and equipping each Priority I Capital Project or component thereof ("Final Contract Cost") shall be finally determined and certified pursuant to Section 9.04(h). In the event that the Final Contract Cost is greater than the greater of the Airline-Funded Cost or the Contract Cost, the amount, if any, remaining in the Funding Contingency Reserve for such project or component, after the reduction, if any, pursuant to subsection (c) above, shall, upon notice to the Airlines' Representative, be further reduced (but not to less than zero) by the amount of any such excess. The amount, if any, remaining in the Funding Contingency Reserve for such Priority I Capital Project or component after the reduction, if any, described above may, upon notice to the Airlines' Representative, be allocated by City to increase the Airline-Funded Costs of any Priority II Capital Project or Projects.

(e) Upon determination of the Final Contract Cost pursuant to Section 9.07(d) of a Priority I Capital Project or component thereof, or upon a similar determination for a Priority II Capital Project or component thereof, City shall, after consultation with the Airlines' Representative, increase the Airline-Funded Cost of any Priority II Capital Project or Projects by (i) any amount by which the Final Contract Cost of any Priority I Capital Project or component is less than the Airline-Funded Cost of such Priority I Capital Project or component, as adjusted only pursuant to Section 9.08, and (ii) any amount by which the actual cost of any Priority II Capital Project, or component, is less than the Airline-Funded Cost for such Priority II Capital Project.

(f) City, upon its determination that the cost of designing, constructing and equipping a Priority II Capital Project will exceed the Airline-Funded Cost, and upon notice given to Airline, may from time to time increase the Airline-Funded Cost of such Priority II Capital Project 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 Section 9.07(c) and 9.07(d), a depreciable life of five (5) years shall be attributed to the Buses and an interest cost of ten percent (10%) shall be imputed thereto.

Section 9.08 - Price Level Adjustments

The amounts designated as the Airline-Funded Costs of the Capital Projects described in the Airport Development Plan are stated in mid-year 1982 dollars regardless of the projected year of construction. For the purpose of determining the 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 mid-point of the Capital Project construction period, as appropriate, using the following cost indexes:

(i) Terminal Area and International Terminal Area - Building Cost Index (BCI) for the Chicago area published monthly by Engineering News - Record, or any successor index thereto. (The mid-year 1982 BCI (1967 = 100) was stated as 314.24 (ENR/July 15, 1982, page 100).)

(ii) Airfield Area and Terminal Support Area -Construction Cost Index (CCI) for the Chicago area published monthly by Engineering News -Record, or any successor index thereto. (The mid-year 1982 CCI (1967 = 100) was stated as 338.45 (ENR/July 15, 1982, page 100).)

(b) The adjusted Airline-Funded Costs, and the Funding Contingency Reserve, of each Capital Project, or component thereof, shall be determined at the time of the establishment of the Contract Cost pursuant to Section 9.07(c) in accordance with the following procedures:

(i) With regard to the determination with respect to Airline-Funded Costs, any costs actually incurred as of the date of the establishment of the

Contract Cost ("Actual Costs") shall be adjusted back to mid-year 1982 costs by dividing such Actual Costs by the sum of one (1) plus the percentage change expressed to four (4) decimal places (e.g., 0.1225 for a 12.25% increase). In the appropriate cost index from mid-year 1982 to the mid-point month of the period during which such costs were actually incurred.

(ii) Airline-Funded Costs shall be reduced by the Actual Costs, as adjusted pursuant to subsection (i) above, and then adjusted forward to the date on which the Contract Cost is established by multiplying such amount by the sum of one (1) plus the percentage change, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the month in which the Contract Cost is established.

(iii) The amount established pursuant to subsection (i) above shall be further adjusted by multiplying such amount by the sum of (A) one (1) plus (B) the percentage change, expressed to four (4) decimal places, in the appropriate cost index for the year preceding the establishment of the Contract Cost, divided by twelve (12) and multiplied by the number of months estimated by the Independent Architect or Engineer to be equal to the number of months from the date of the establishment of the Contract Cost to the mid-point month of the construction period.

(iv) The adjusted Airline-Funded Costs shall be the sum of (A) the Actual Costs plus (B) the amount established pursuant to subsection (iii) above.

(v) The Funding Contingency Reserve for a Capital Project or component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsections (i) through (iv) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

(c) The adjusted Airline-Funded Cost and Funding Contingency Reserve of a Capital Project, or of a component thereof shall be determined at the time of the establishment of the Final Contract Cost pursuant to Section 9.07(d) in accordance with the following procedures:

(i) Airline-Funded Costs shall be adjusted by multiplying each constituent part of such costs by the sum of one (1) plus the percentage increase, expressed to four (4) decimal places, in the appropriate cost index from mid-year 1982 to the mid-point months of the periods in which such costs or a constituent part of such costs included in the Final Contract Cost were actually incurred.

(ii) The Funding Contingency Reserve for a Capital Project or

component thereof shall be adjusted by multiplying the original Funding Contingency Reserve by a fraction the numerator of which shall be the Airline-Funded Cost of such project or component thereof, adjusted pursuant to subsection (i) above, and the denominator of which shall be the original Airline-Funded Cost of such project or component thereof.

Section 9.09 - Government Grants-in-Aid

City shall use its best efforts to obtain Government Grants-in-Aid for Capital Projects described in the Airport Development Plan; provided, however, that nothing contained herein shall be deemed to require City to seek any Government Grant-in-Aid for the FIS Relocation Facility or any Capital Project included in City's Phase I Environmental Assessment for the Airport approved by the FAA on July 22, 1982; and provided further, that nothing contained herein shall be deemed to limit the right of City to apply for or use Government Grants-in-Aid for capital projects at any airport functioning as a reliever airport for the Airport. The Airline-Funded Cost of a Capital Project or component thereof shall be reduced by an amount equal to the amount of any Government Grant-in-Aid used by City for such Capital Project; provided, however, that Government Grants-in-Aid used to fund all or a part of the cost of roadway improvements, as described in the Airport Development Plan, shall not reduce the Airline-Funded Costs of such Capital Projects (except that to the extent that the Airline-Funded Cost of a roadway improvement plus a Government Grant-in-Aid awarded for such roadway improvement exceeds the actual cost of such improvement, the Airline-Funded Costs of other roadway improvements included in the Airport Development Plan shall be reduced by the amount of such excess); and, provided further, that any Government Grants-in-Aid awarded to City prior to the Effective Date may be used by City for purposes other than for Capital Projects described in the Airport Development Plan.

Section 9.10 - Additional Costs

(a) Nothing contained in this Agreement shall be deemed to limit City from constructing any Priority II Capital Project for a cost in excess of the Airline-Funded Cost therefor; provided, however, that to the extent the cost of any Priority II Capital Project exceeds the Airline-Funded Cost therefor, City may not include any Debt Service (or any O&M Expenses to the extent that such Priority II Capital Project has been materially increased or changed in scope) attributable to such excess in the calculation of Airport Fees and Charges without approval of a Majority-in-Interest.

(b) The size and Airline-Funded Cost of the Federal Inspection Service Facility portion of the International Terminal Area, as described in the Airport Development Plan, may be increased by a vote of those Airline Parties who paid sixty percent (60%) or

more of total Federal Inspection Service Fees paid by all Airline Parties in the Fiscal Year immediately preceding the Fiscal Year in which the contractual commitment for construction of such Federal Inspection Service Facility is made by City.

Section 9.11 - Special Conditions

Notwithstanding any other provisions of this Agreement, City shall not make or authorize any contractual commitment for the construction of, or commence construction of, any Capital Project described in the Airport Development Plan (other than those projects designated in the Airport Development Plan as being in either Category 1 or Category 2) until such time as:

(a) All necessary governmental approvals have been obtained for the construction of Terminal Building No. 1 (including the associated satellite concourse building); and

(b) There are in effect Airport Use Agreements in which the aggregate number of square feet of premises designated as Additional Footage is not less than 530,000 square feet. For purposes of this Section 9.11(b), Additional Footage shall include the Additional Footage portion of an Airline Party's Phase II (or Phase III, if such Airline Party will have Phase III) Exclusive Use Premises prior to the Date of Beneficial Occupancy thereof.

Section 9.12 - Authority to Issue Obligations to Fund Tenant Improvements

Subject to the provisions of Sections 8.02 and 8.04, and this Section 9.12, and except to the extent that an Airline Party has been reimbursed pursuant to Section 9.13, City may issue General Airport Revenue Bonds or Junior Lien Obligations in an amount sufficient to pay, reimburse or refinance (a) the cost of tenant improvements to any Airline Party's Exclusive Use Premises, and (b) all related costs of issuance and associated financing costs, including, but not limited to, the cost of capitalized interest, debt service coverage requirements, credit facility fees and required deposits into any debt service reserve fund or other fund established in the ordinance or resolution authorizing such obligations. Such General Airport Revenue Bonds 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 prorata 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 mid-year 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 cost of Public Use Premises and Aircraft Parking Areas, and (e) credits to such Airline Party pursuant to Section 5.03(b) and Section 5.06(c) of this Agreement.

Section 9.15 - Construction of Fueling System

The construction of the Fueling System shall be governed by the terms of the Fueling System Lease and the provisions of this Article IX shall not apply thereto.

ARTICLE X

AIRPORT DEVELOPMENT FUND

Section 10.01 - Introduction

The provisions of this Article X govern the calculation of the Airport Development Fund payment requirement, and the uses and investment of moneys in the Airport Development Fund.

Section 10.02 - Airport Development Fund Payment Requirements

Commencing with the Fiscal Year beginning January 1, 1999, there shall be included in the calculation of Airport Fees and Charges an amount (the "Airport Development Fund payment requirement"), which shall be calculated as detailed below.

(a) In the event that any Initial Obligations have been issued pursuant to Section 8.08 prior to January 1, 1999, then for each Fiscal Year through the maturity date of the Initial Obligations so issued there shall be included in the calculation of Airport Fees and Charges an amount equal to (i) the actual Debt Service payable on any

such Initial Obligations issued pursuant to Section 8.08, and (ii) to the extent that the aggregate principal amount of the Initial Obligations that have been issued as of December 31, 1998 pursuant to Section 8.08 is less than the amount necessary to fund the Aggregate Military Project Cost, an amount equal to the debt service that would have been payable for each Fiscal Year from and after January 1, 1999 on hypothetical obligations, including a hypothetical calculation of the related costs of issuance and associated financing costs, which are structured with (A) an issuance date of the first date of issuance of the Initial Obligations, (B) level annual debt service, (C) a final maturity in 2018, (D) an aggregate principal amount equal to the difference between the Initial Obligations which have been issued pursuant to Section 8.08 and the amount necessary to fund the Aggregate Military Project Cost, (E) an average annual interest rate equal to the actual average annual interest rate on the Initial Obligations, and (F) capitalized interest from the first date of issuance of the Initial Obligations to December 31, 1998. To the extent required, the amount of the Airport Development Fund payment requirement calculated pursuant to this Section 10.02(a) shall be adjusted in accordance with Section 10.03.

(b) In the event that no Initial Obligations have been issued pursuant to Section 8.08 prior to January 1, 1999, then for the Fiscal Year beginning January 1, 1999 and for each Fiscal Year thereafter there shall be included in the calculation of Airport Fees and Charges an amount equal to the debt service that would be payable for such Fiscal Year, from and after January 1, 1999, on hypothetical obligations assuming (i) an issuance date of January 1, 1996, (ii) level annual debt service, (iii) fixed interest rates, (iv) a final maturity in 2018, (v) an aggregate principal amount necessary to fund the Military Project in an amount not-to-exceed \$130,000,000, and (vi) two series of obligations, (A) one series sized to fund seventy-five percent (75%) of the cost of the Military Project and related hypothetical costs of issuance and associated financing costs, excluding any costs for capitalized interest and bearing an average annual interest rate equal to the average annual interest rate determined as of January 1, 1999, on tax exempt municipal revenue bonds of comparable credit quality (such rate to be determined in accordance with the appropriate indices published in The Bond Buyer and in effect on such date), and (B) one series sized to fund the balance of the cost of the Military Project and related hypothetical costs of issuance and associated financing costs including, but not limited to, the cost of capitalized interest on both series of such obligations for the period ending on December 31, 1998, and bearing an average annual interest rate equal to the average annual interest rate determined as of January 1, 1999, on taxable municipal revenue bonds of comparable credit quality (such rate to be determined in accordance with the appropriate indices published in The Bond Buyer or The Wall Street Journal and in effect on such date). To the extent required, the amount of the Airport Development Fund payment requirement calculated pursuant to this Section 10.02(b) 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 Debt Service, if any, payable for such Fiscal Year on obligations issued pursuant to Section 8.08, including Debt Service paid from funds remaining on deposit in the Debt Service Reserve Fund upon the maturity of such obligations.

(b) In Fiscal Year 1992 and in each Fiscal Year thereafter, the Airport Development Fund payment requirement, if any, remaining after adjustment in accordance with subsection (a) of this Section 10.03 shall be adjusted in accordance with the terms of those certain 1992 Settlement Agreements effective as of the first day of January, 1992 each by and between City and a certain Airline Party (the "1992 Settlement Agreements").

Section 10.04 - Payments out of Airport Development Fund

(a) Subject to Section 27.01, City may make payments out of the Airport Development Fund for any lawful purpose.

(b) Intentionally omitted.

(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 the 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 costs expected to be funded from the Airport Development Fund as set forth in a then-current Airport Development Fund spending program approved by the Commissioner, a copy of which program shall have been delivered to Airline together with an estimate for each Capital Project to be funded of (i) the cost of the Capital Project, (ii) the Operation and Maintenance Expenses resulting therefrom, (iii) the sources and uses of funds, (iv) the construction schedules, description, and justification for any such Capital Project, and (v) the projected impact on Airport Fees and Charges.

(d) If on the last business day of any Fiscal Year the amount of "Unobligated Funds", as defined above, in the Airport Development Fund exceeds \$50,000,000, as escalated as set forth below, City shall make a payment out of the Airport Development

Fund into the Airport Fund, or, when the pledge of Revenues under the General Airport Revenue Bond Ordinance is in effect, to the Trustee for deposit into the Revenue Fund, in an amount equal to such excess, and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Airfield Area for such Fiscal Year and one-half (1/2) of such excess shall be Non-Use Agreement Revenues of the Terminal Support Area for such Fiscal Year. On the first day of each Fiscal Year commencing after the Fiscal Year ending December 31, 1996, the specific dollar amount referred to above shall be adjusted for the next succeeding Fiscal Year by multiplying the prior year's amount by a factor of one (1) plus the percentage increase, if any, in the Producer Price Index during the most recently ended twelve-month period for which such Producer Price Index is available. "Producer Price Index" means the Producer Price Index/All Commodities published by United States Department of Labor, Bureau of Labor Statistics (January, 1993 = 100), or a comparable successor index.

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.

(d) City shall make payments out of the Emergency Reserve Fund in accordance with Section 6(e)(x) of the 1992 Settlement Agreements.

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, 13.04 and 13.05, 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 non-exclusive aircraft parking apron at least equal in size to any exclusive and non-exclusive aircraft parking apron available to Airline for the facility to be replaced. For the purpose of this subsection (c), "Replacement Cost" for such leasehold interest shall mean Airline's prorata share of the total Airline-Funded Costs of Capital Projects TA-8(a) and IT-5(a). Airline's prorata 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. For purposes of this Section 13.01(d), there shall be excluded from the definition of concessions any business providing goods or services the primary market for which is other than Airport passengers or other users of the Airport not engaged in the Air Transportation Business. Except as provided in Section 13.05(b) with respect to the permitted location of car or vehicle rental concessions on the Military Site (as defined in Section 13.05(a)), in no event shall any car or vehicle rental concession be located in the Land Support Area. City shall not charge rates for any Airport passenger 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 XII 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

City shall adopt reasonable and proper accounting procedures so as to account for all dealings and transactions with respect to the Land Support Area, and following each Fiscal Year shall prepare a statement (which may be combined with any other

report prepared by City) setting forth the Net Revenues of the Land Support Area (as hereinafter defined) for such Fiscal Year. The term "Net Revenues of the Land Support Area" shall mean for any Fiscal Year the excess (if any) of revenues of the Land Support Area over expenditures of the Land Support Area (including all costs and expenses of City in the planning, development or operation of the Land Support Area, the total amount of interest, principal and premium (if any) and all associated financing costs payable by City with respect to the Land Support Area and facilities situated thereon and all amounts paid to the Airline Parties pursuant to Section 6(e)(xi) of the 1992 Settlement Agreements as modified by Section 13.06. 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 of such portion of the Land Support Area for such Fiscal Year, determined in accordance with Section 13.02.

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.

Section 13.05 - Military Site Acquisition

(a) Whenever City acquires possession, whether by transfer of title, lease, option, easement or other contractual right, of any portion of the site described on Exhibit S attached hereto (the "Military Site"), City shall substitute new Exhibits A, F and G to this Agreement, without any further approvals of Airline or a Majority-in-Interest, for the sole purpose of including such acquired portion of the Military Site in the Land Support Area. Upon each such Exhibit A, Exhibit F and Exhibit G substitution, the portion of the Military Site thereby added shall become and be part of the Land Support Area and the Airport and, subject to the provisions of this Section 13.05, City shall have the right to treat the Military Site in all respects under this Agreement as Land Support Area, including, but not limited to, the right, exercisable in City's sole discretion, to improve, plan for, dispose of or encumber such site or any portion thereof at any time.

(b) Subject to Section 13.01(d) except as hereinafter provided, City may use and develop the Military Site in any manner whatsoever, including, but not limited to, locating car or vehicle rental concessions and public parking facilities on such site, provided that in each Fiscal Year, City shall 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, the Net Revenues of the Land Support Area for such Fiscal Year allocable to car or vehicle rental concessions and Airport passenger public parking facilities located on the Military Site, and such amount so deposited into the Airport Fund or so transferred to the Trustee shall be Non-Use Agreement Revenues of the Terminal Support Area for such Fiscal Year, and provided further that City shall not locate passenger processing facilities on such site without approval of a Majority-in-Interest. For purposes of calculating the Net Revenue of the Land Support Area allocable to car or vehicle rental concessions and Airport passenger public parking facilities located on the Military Site, all amounts payable to the Airline Parties pursuant to Section 6(e)(xd) of the 1992 Settlement Agreements as modified by Section 13.06 shall be debited first against revenues of the Land Support Area allocable to such Airport passenger public parking facilities.

(c) Notwithstanding Section 8.02(a), City shall not, without approval of a Majority-in-Interest, issue obligations, and include the Debt-Service thereon in the calculation of Airport Fees and Charges, to fund the cost of Capital Project TS-3a.

Section 13.06 - 1992 Settlement Agreement

Notwithstanding the provisions of Section 6(e)(xd) of the 1992 Settlement

Agreements (as defined in Section 10.03(b)), if any credit with respect to the Net Disputed Amount (as defined in the 1992 Settlement Agreements) for Fiscal Year 1993 or thereafter remain unused in accordance with Section 6(e)(x) of the 1992 Settlement Agreements after the first Fiscal Year following the Fiscal Year from which such unused credit was derived, then City shall pay to Airline, in cash, from revenues of the Land Support Area, Airline's pro rata share of the amount of such unused credit. In addition, if Airline does not receive timely cash payment from balances in the Emergency Reserve Fund for any unused credits relating to Fiscal Years 1988, 1989, 1990, 1991 and 1992 pursuant to the last sentence of Section 6(e)(x) of the 1992 Settlement Agreements, then City shall immediately pay such amount to Airline out of revenues of the Land Support 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 prorata 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 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.

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, prorata, 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 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 untenable by reason of such damage or destruction, then, unless City provides Airline with alternative Exclusive Use Premises substantially equivalent to those rendered untenable, Airline shall be entitled to a prorata 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, (ii) or such other condition, character and value as may be agreed upon by City and a Majority-in-Interest.

(c) If the net proceeds of insurance received on account of damage to or destruction of any premises are in excess of the amount necessary to repair, reconstruct and restore such premises, the amount of such excess shall be treated as Non-Use Agreement Revenues of the CRC 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 NonUse Agreement Revenues of the CRC 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 insolvency or 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 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 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 CFR 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 - Non-Discrimination

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 an 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 - Non-Discrimination in Furnishing Services

Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates 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 CFR 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 CFR 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 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVII

MISCELLANEOUS

Section 27.01 - Parity of Treatment

City shall not hereafter make any payments out of the Airport Development Fund for any improvements which would have the effect of granting, nor shall City otherwise 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, Chicago O'Hare International Airport, Terminal 2, Mezzanine Level, P.O. Box 66142, Chicago, Illinois 60666, 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, America West Airlines, Inc., 4000 E. Sky Harbor Blvd., Phoenix, AZ 85034 and to America West Airlines, Inc. 111 W. Rio Salado Parkway, Tempe, Arizona 85281 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.

Section 27.09 - Termination in the Event of a New Airport Agreement

Notwithstanding any other provision contained in this Agreement, this Agreement shall automatically terminate, unless City determines to revoke this automatic termination provision, upon the effective date of either a new or amended and restated Airport Use Agreement for any existing Airline Party or Parties.

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:

DEPARTMENT OF AVIATION

Comptroller

Approved:

Commissioner

Corporation Counsel

AMERICA WEST AIRLINES, INC.

Attest:

By: _____
President

Secretary

[Exhibits "J", "J-1", "J-2", "K", "K-1" and "K-2" referred to in this
Amended and Restated Airport Use Agreement and Terminal
Facilities Lease unavailable at time of printing.]

[Exhibits "A", "C", "D", "E", "F", "G", "H", "Q" and "S" referred to in this
Amended and Restated Airport Use Agreement and Terminal Facilities
Lease printed on pages 89715 through 89739 of this Journal.]

Exhibits "B", "I", "L", "M", "N", "O", "P" and "R" referred to this Amended and
Restated Airport Use Agreement and Terminal Facilities Lease read as follows:

Exhibit "B".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Airport Development Plan is completed.

Exhibit "A".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Chicago O'Hare International Airport - Existing Conditions.



Exhibit "C".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Area - Phase I.

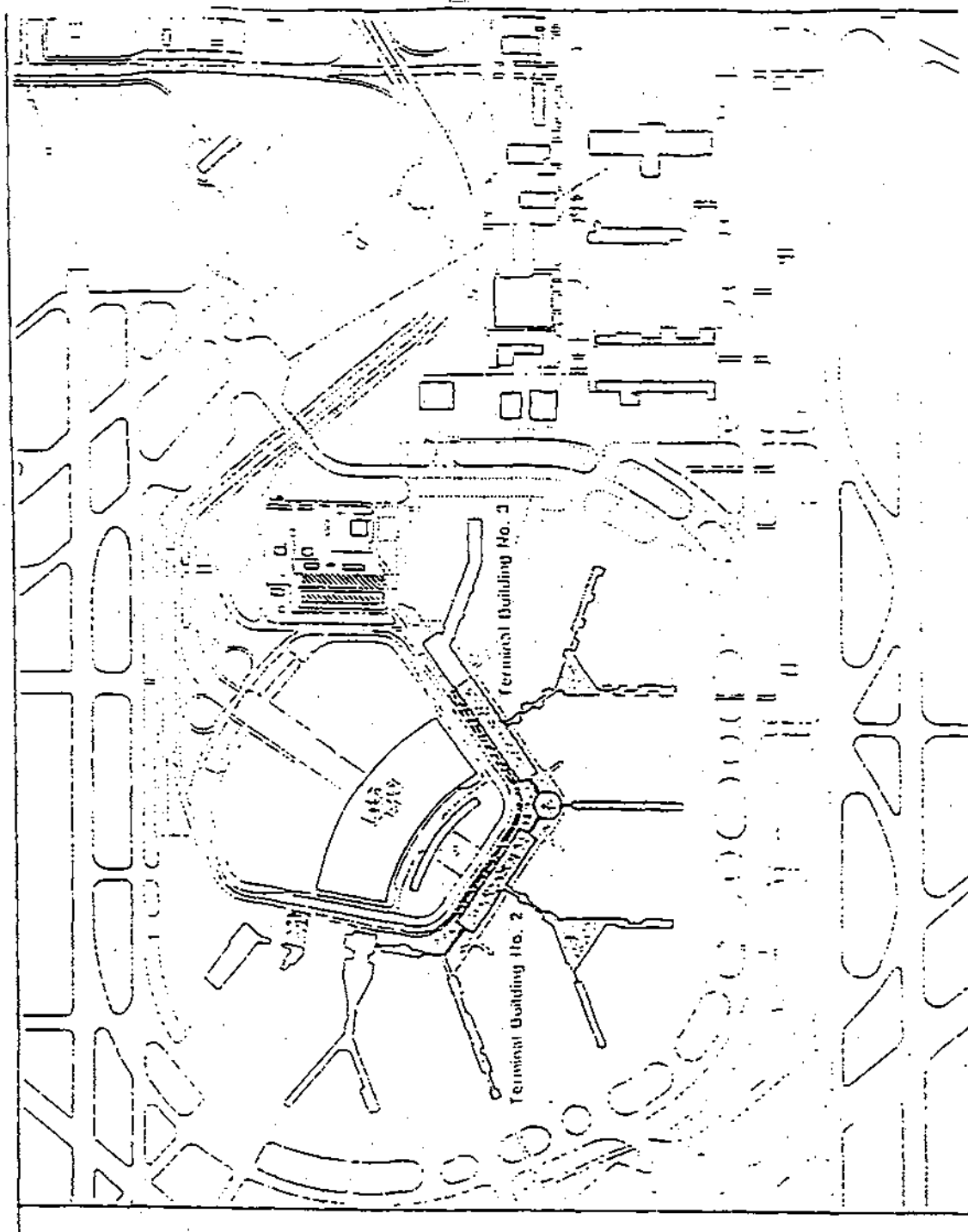


Exhibit "C".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Area -- Phase II.

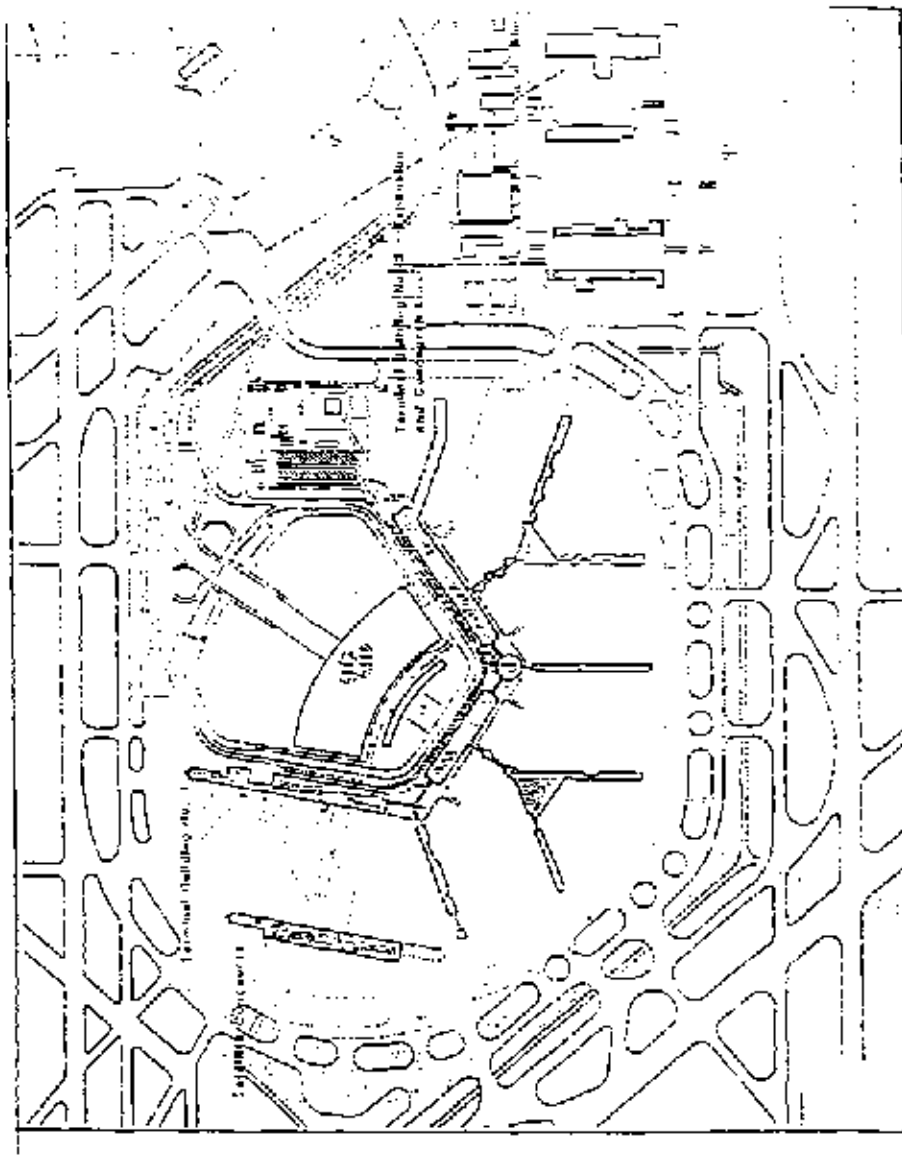


Exhibit "C".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Area -- Phase III.

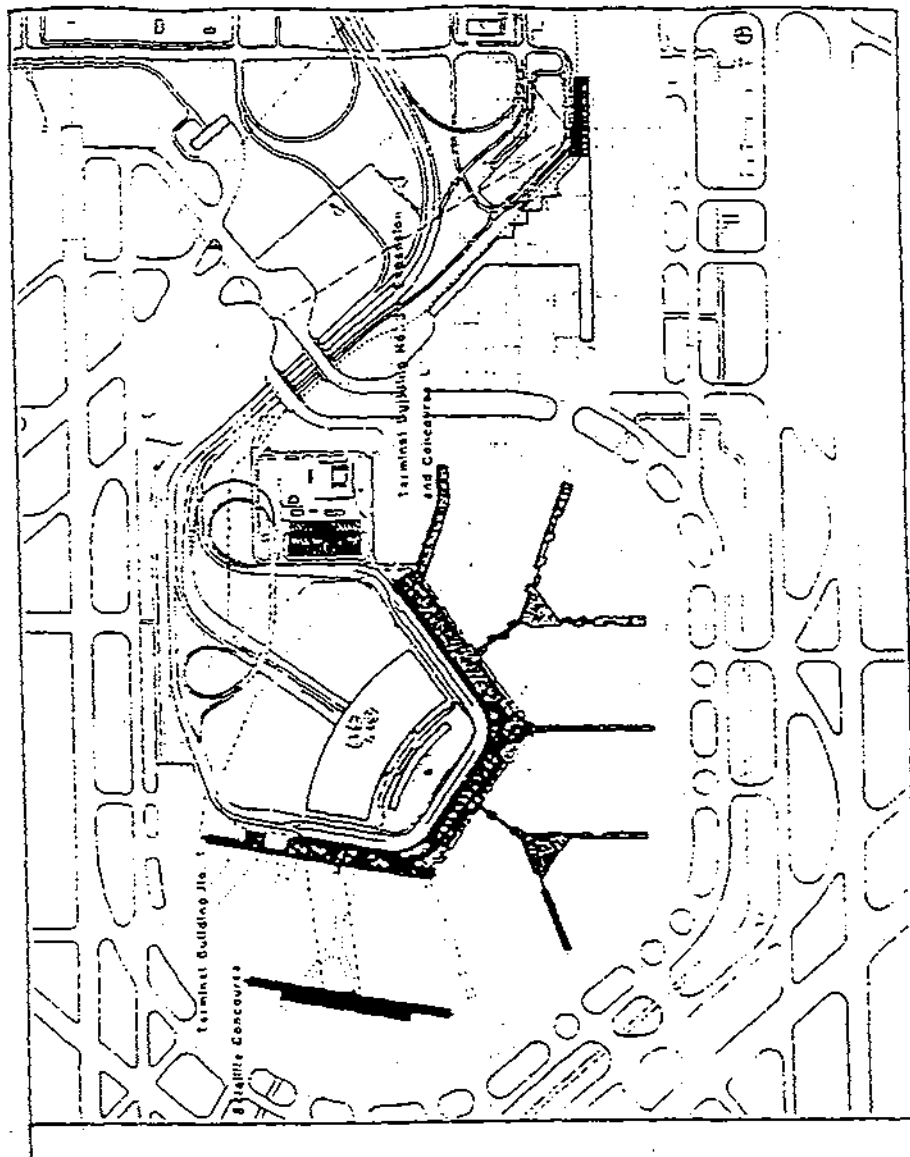


Exhibit "D".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Airfield Area - Phase I.

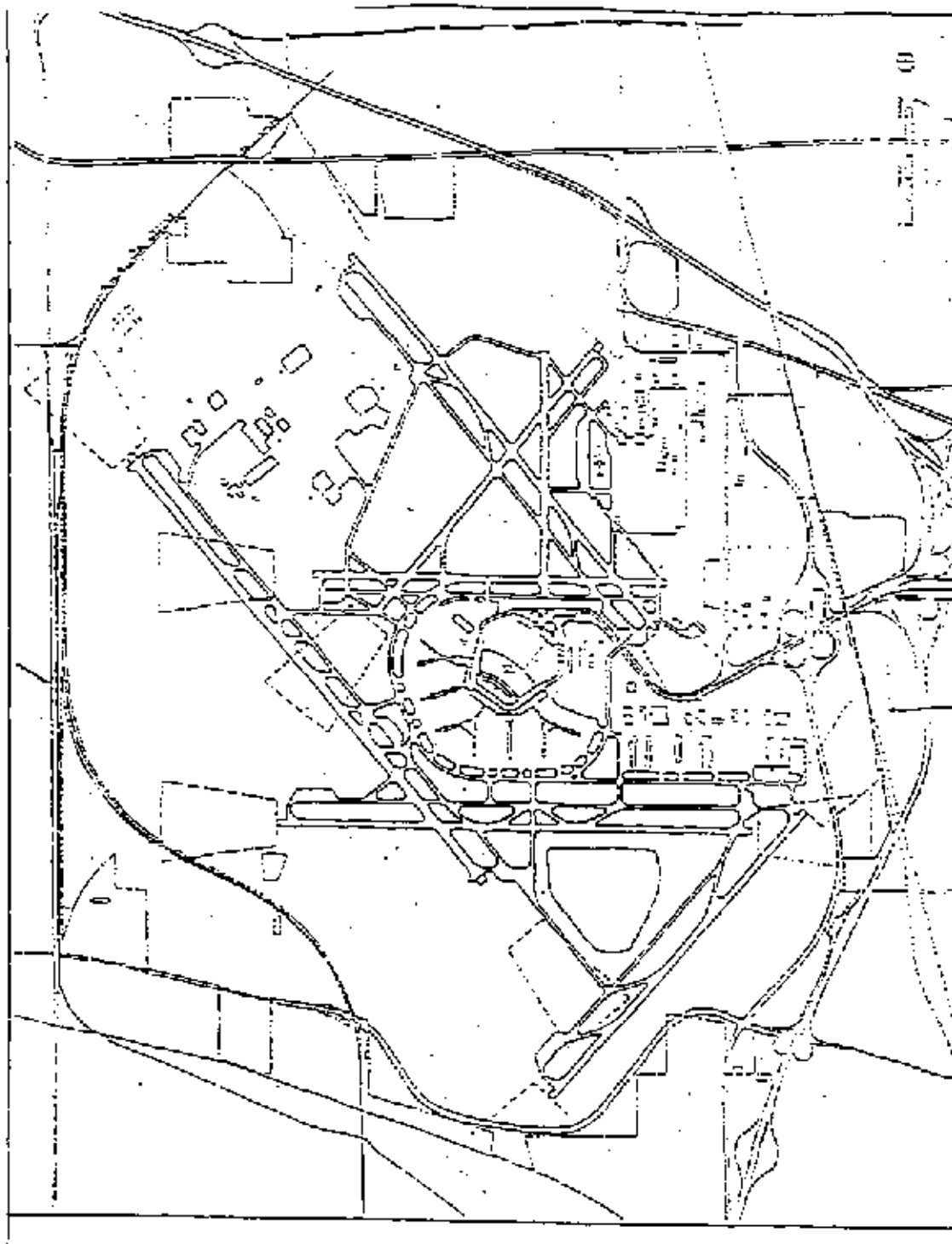


Exhibit "D".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Airfield Area - Phase II.

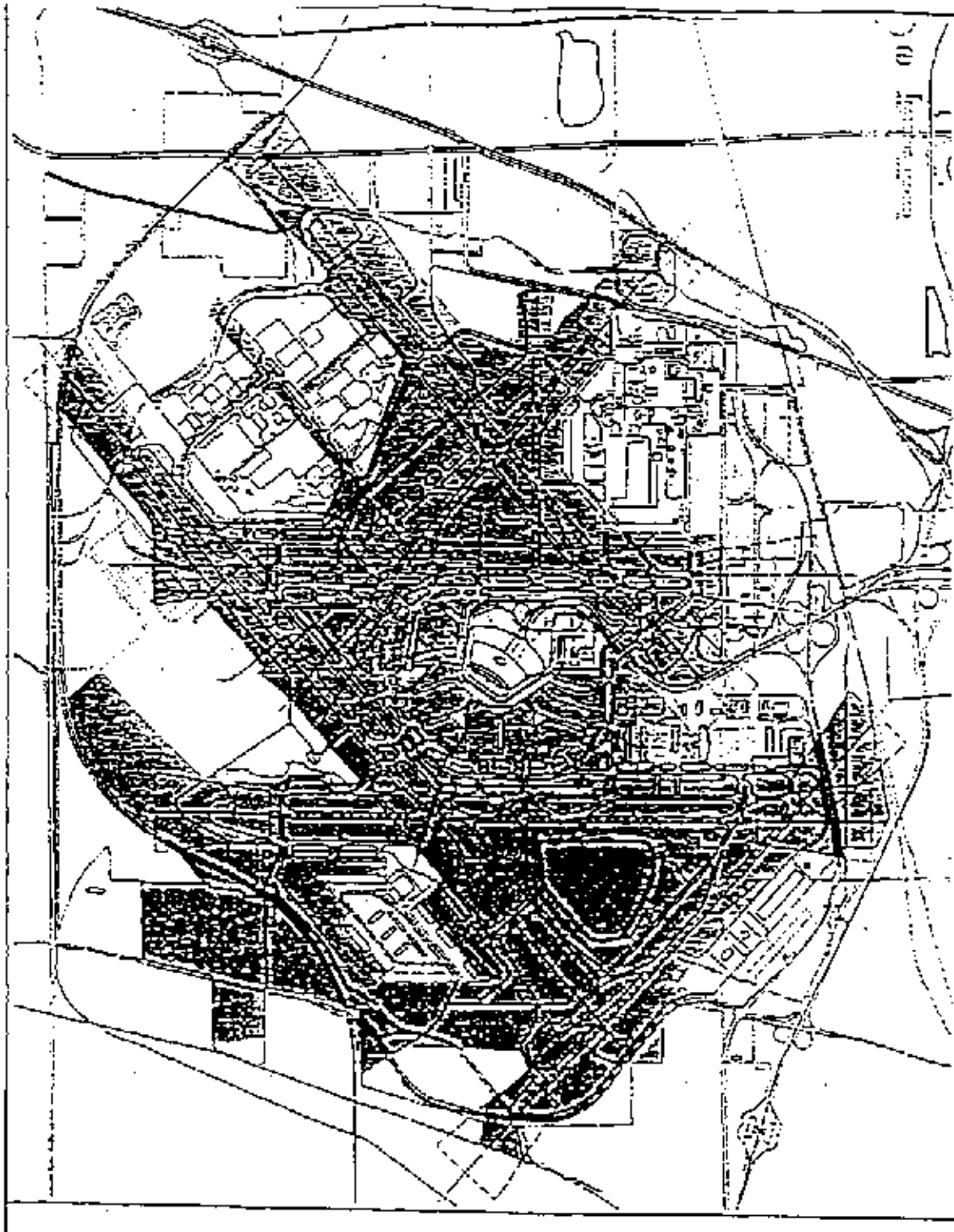


Exhibit "D".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Airfield Area - Phase III.

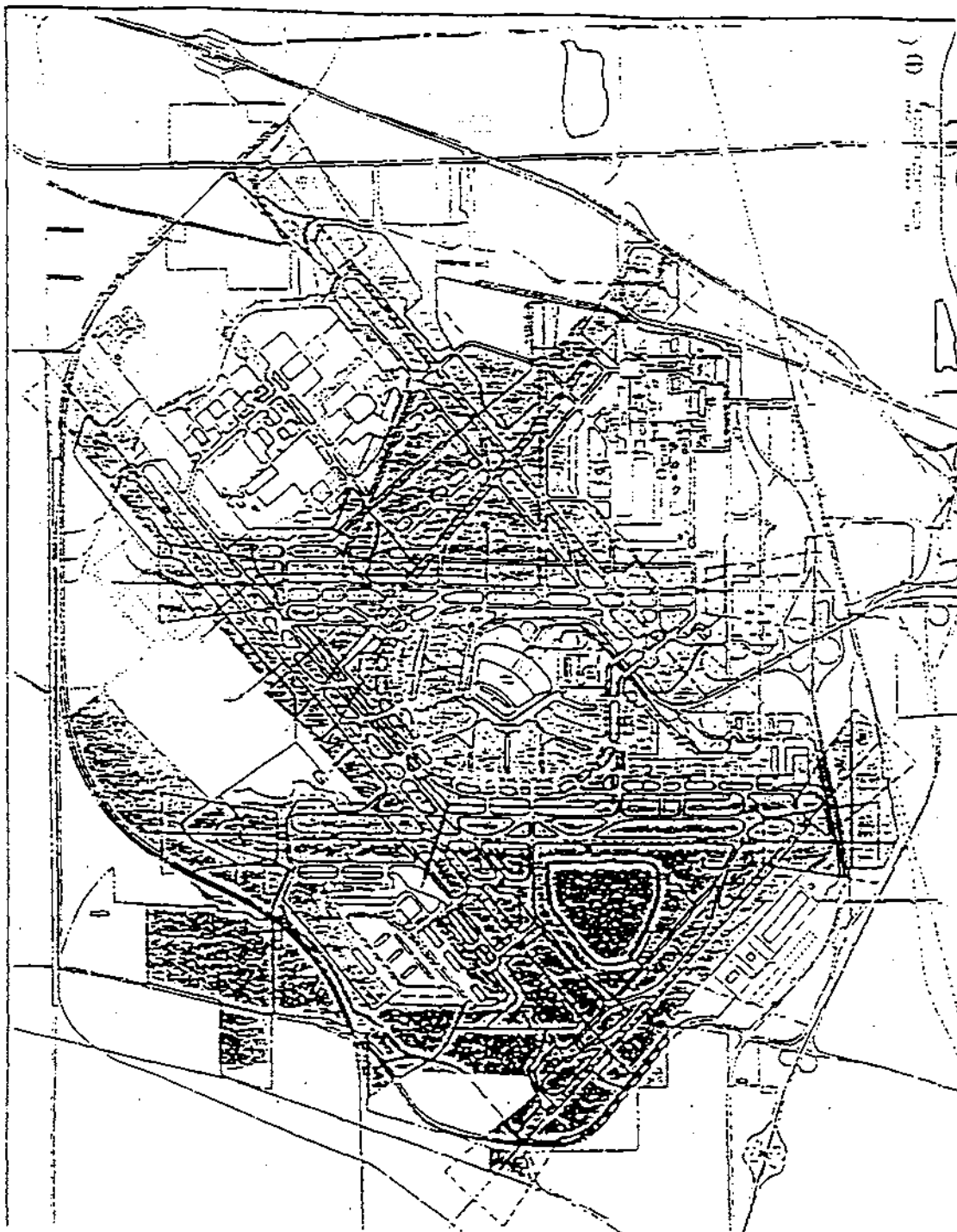


Exhibit "E".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

International Terminal Area - Phase I.

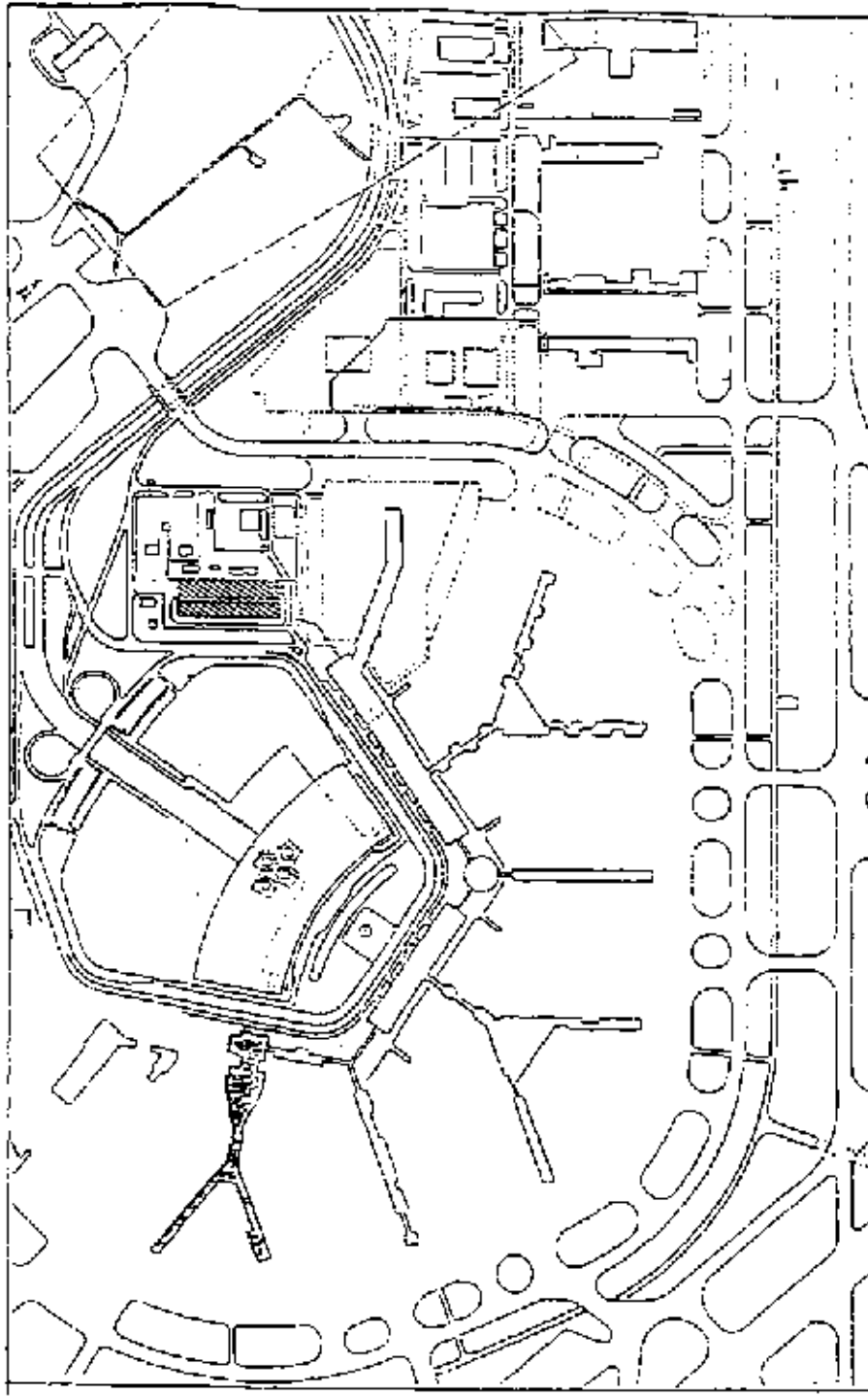


Exhibit "E".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

International Terminal Area - Phase II.

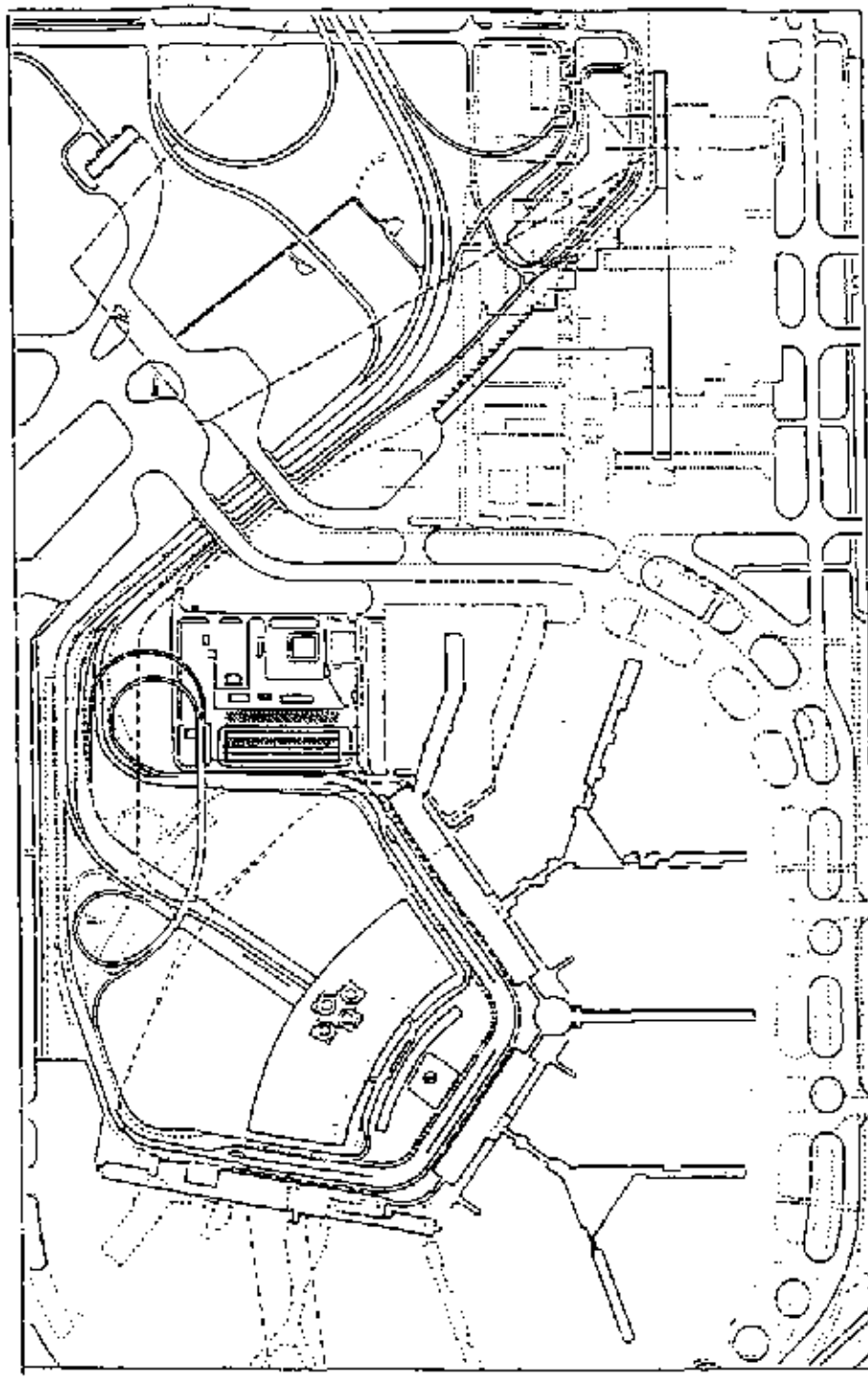


Exhibit "E".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

International Terminal Area - Phase III.

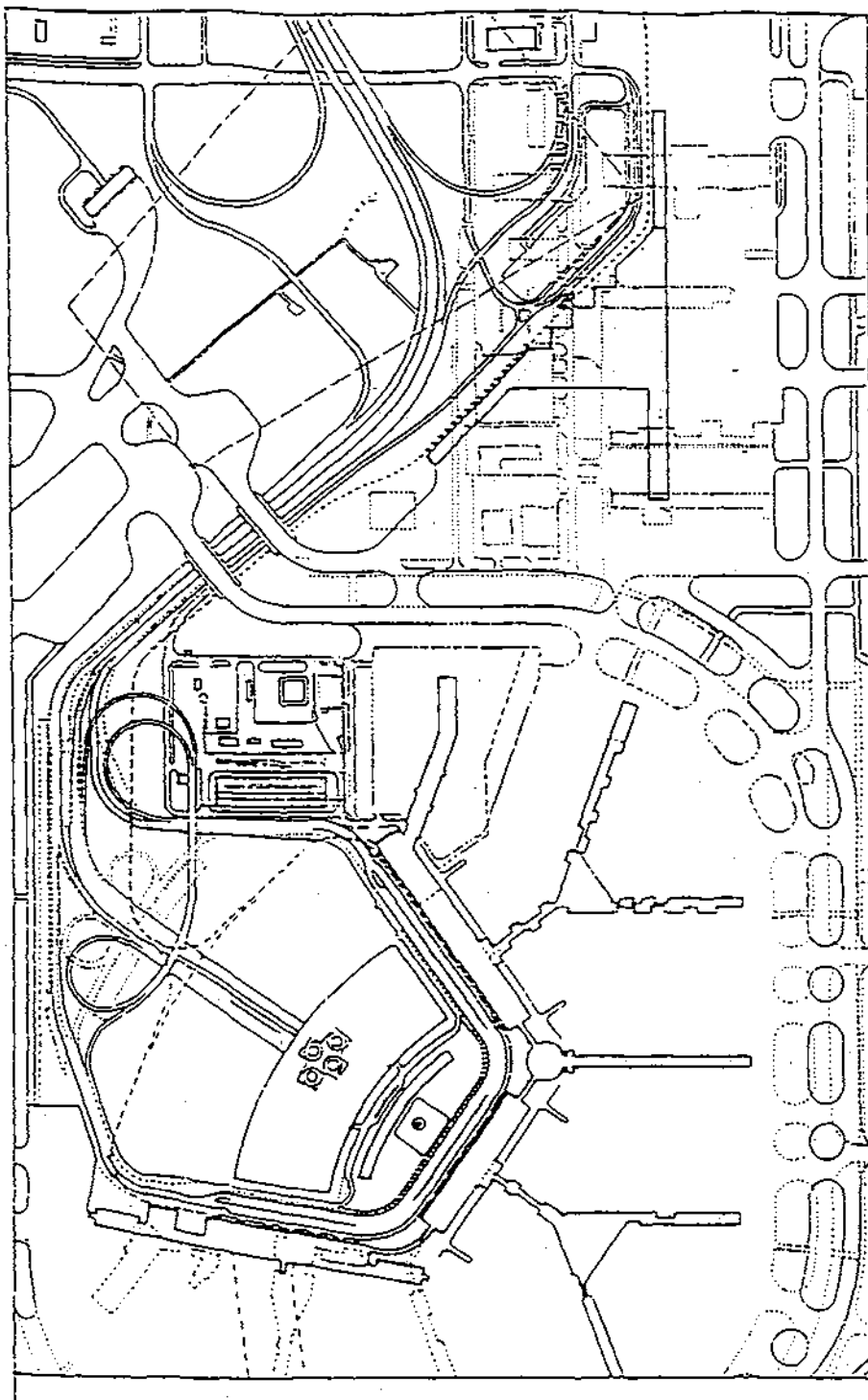


Exhibit "F".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Support Area -Phase I.

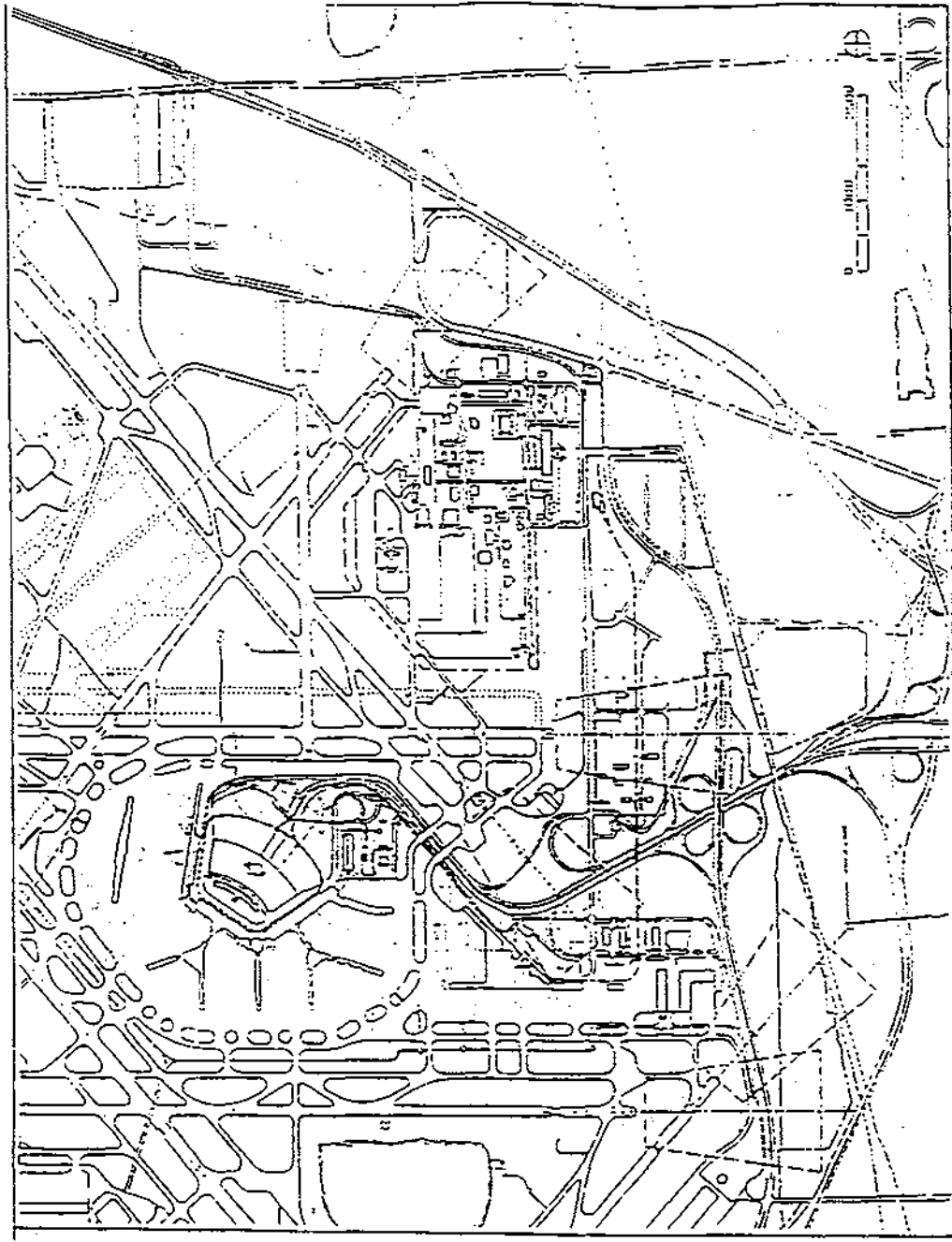


Exhibit "F".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Support Area -- Phase II.

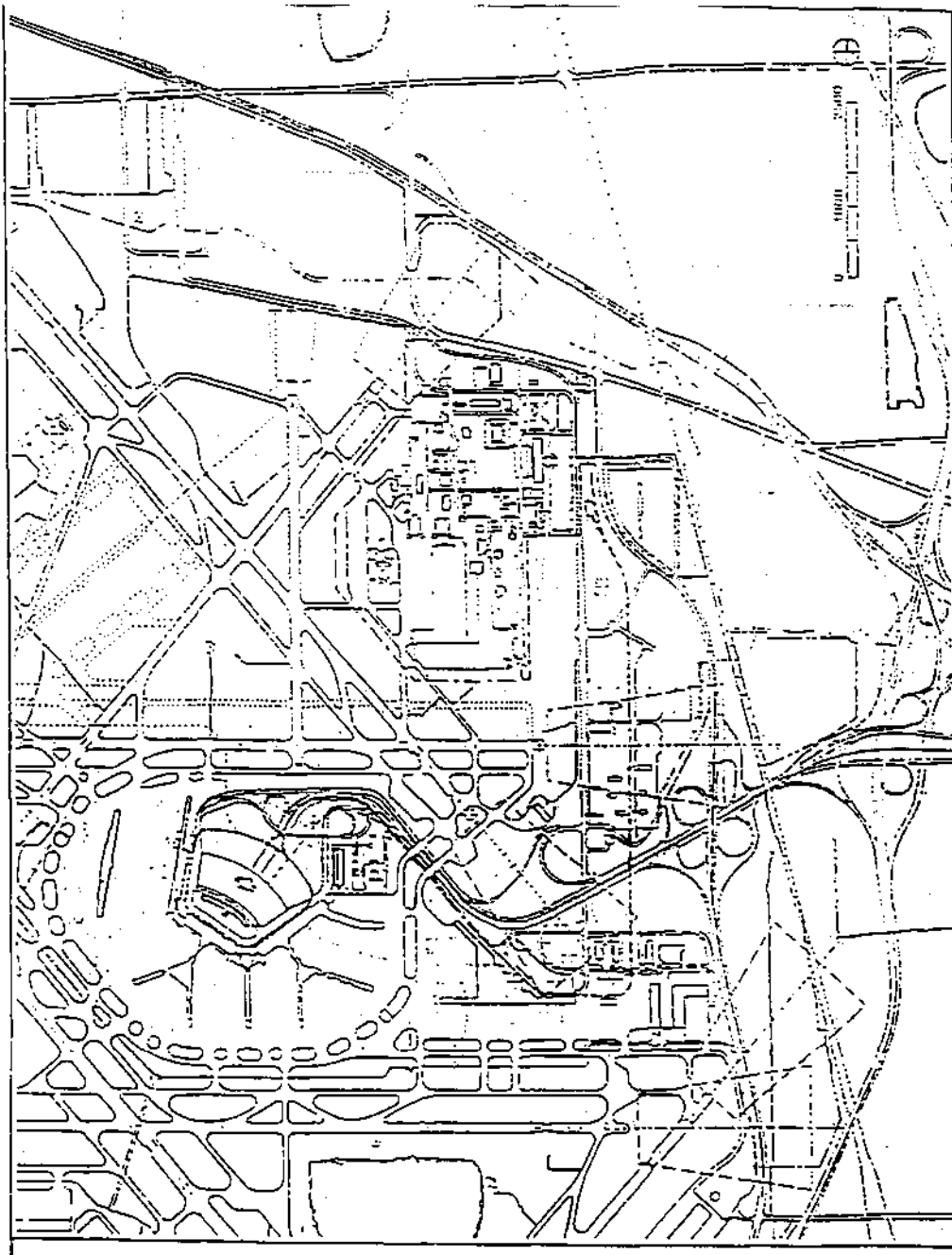


Exhibit "F".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Support Area – Phase III.

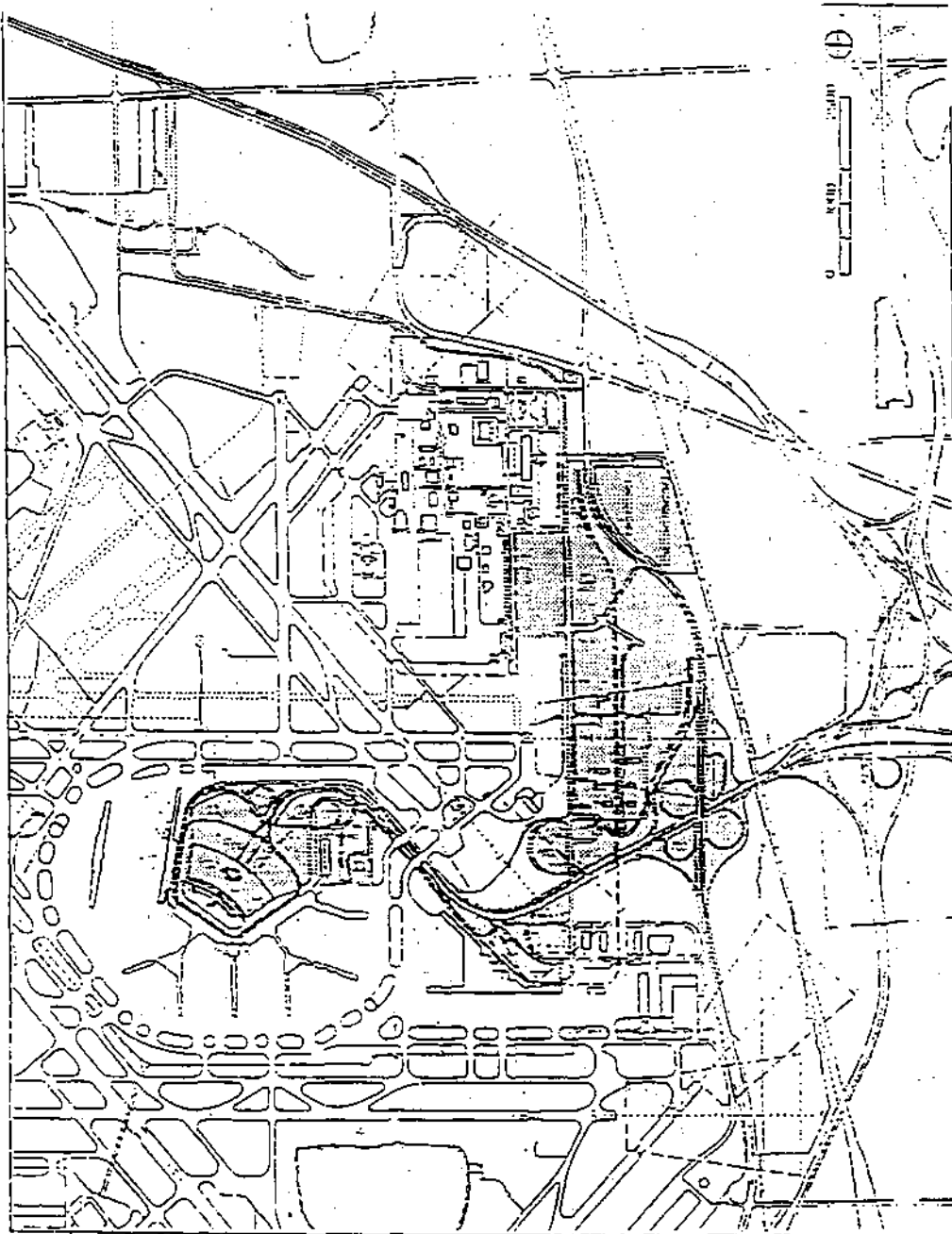
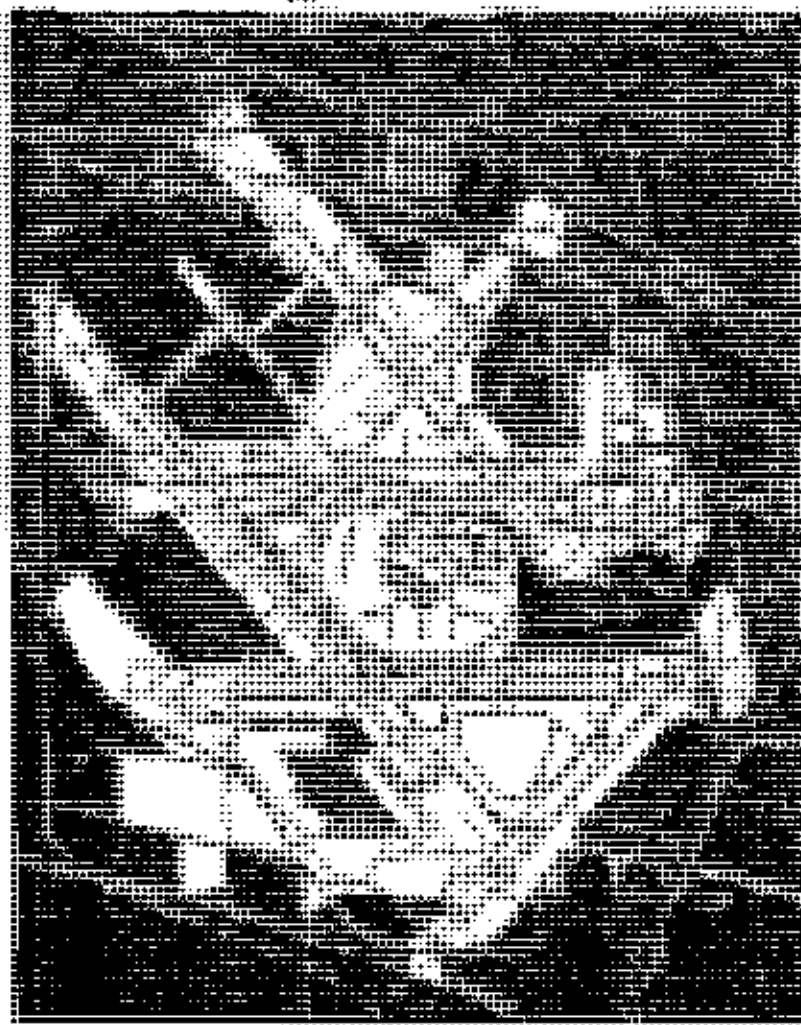


Exhibit "G".
 (To Amended And Restated Airport Use Agreement
 And Terminal Facilities Lease)

James Stewart Jones, Ph.D.

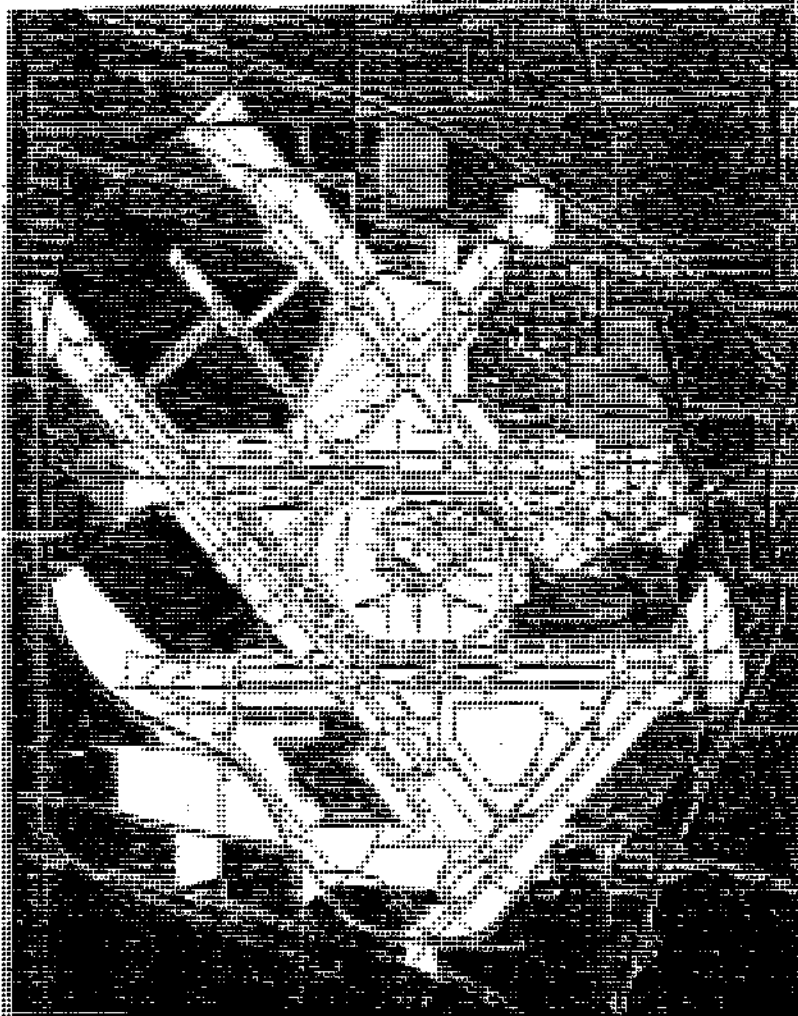


12.1.02

-  Aerial Map of Land Use
-  Other Community Commercial / Industrial Land Use
-  All Rights Development - Commercial Use
-  Confirmed Parking Area / All Rights Development - General Use

Exhibit "G".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Land Support Area - Phase II.

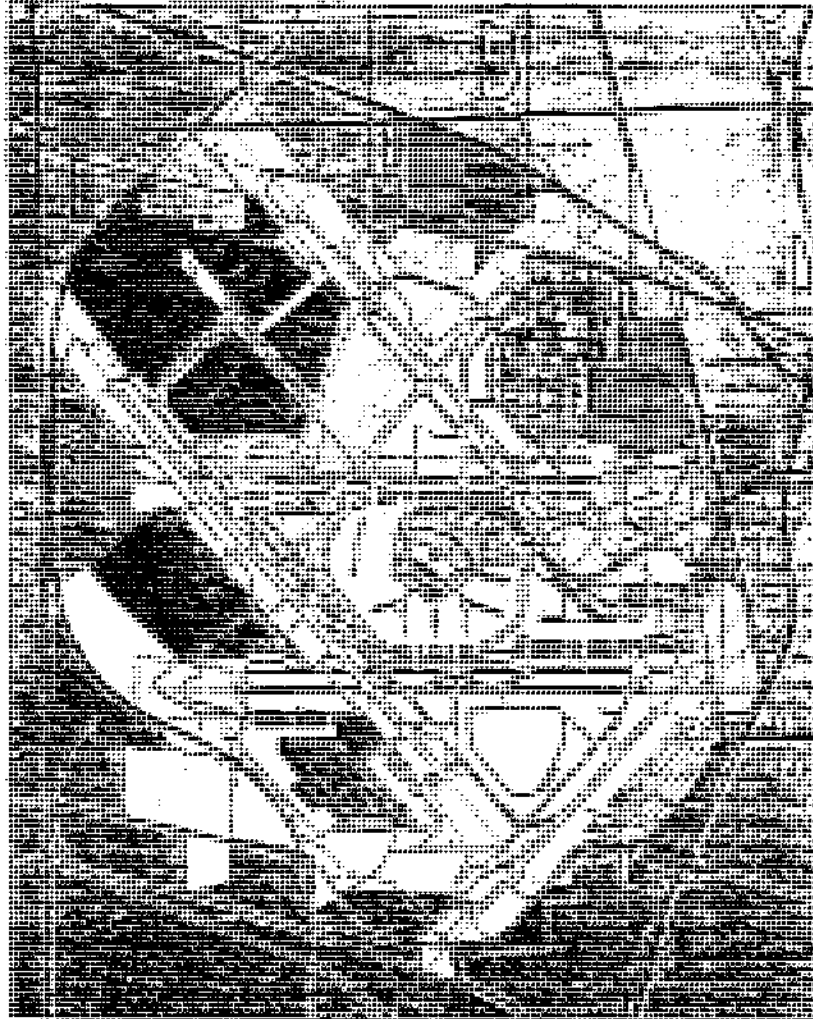


12.7.02

-  Aviation Related Land Use
-  Other Compatible Commercial / Industrial Land Use
-  Air Rights Development - Compatible Use
-  General Parking Area Air Rights Development - Compatible Use

Exhibit "G".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Local Support Area - Phase III



12.7.02

-  Aviation Related Land Use
-  Other, Compatible Commercial / Industrial Land Use
-  Air flight Development - Compatible Use
-  Central Parking Area
-  Air flight Development - Compatible Use

Exhibit "H".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Fueling System.
(Page 1 of 4)

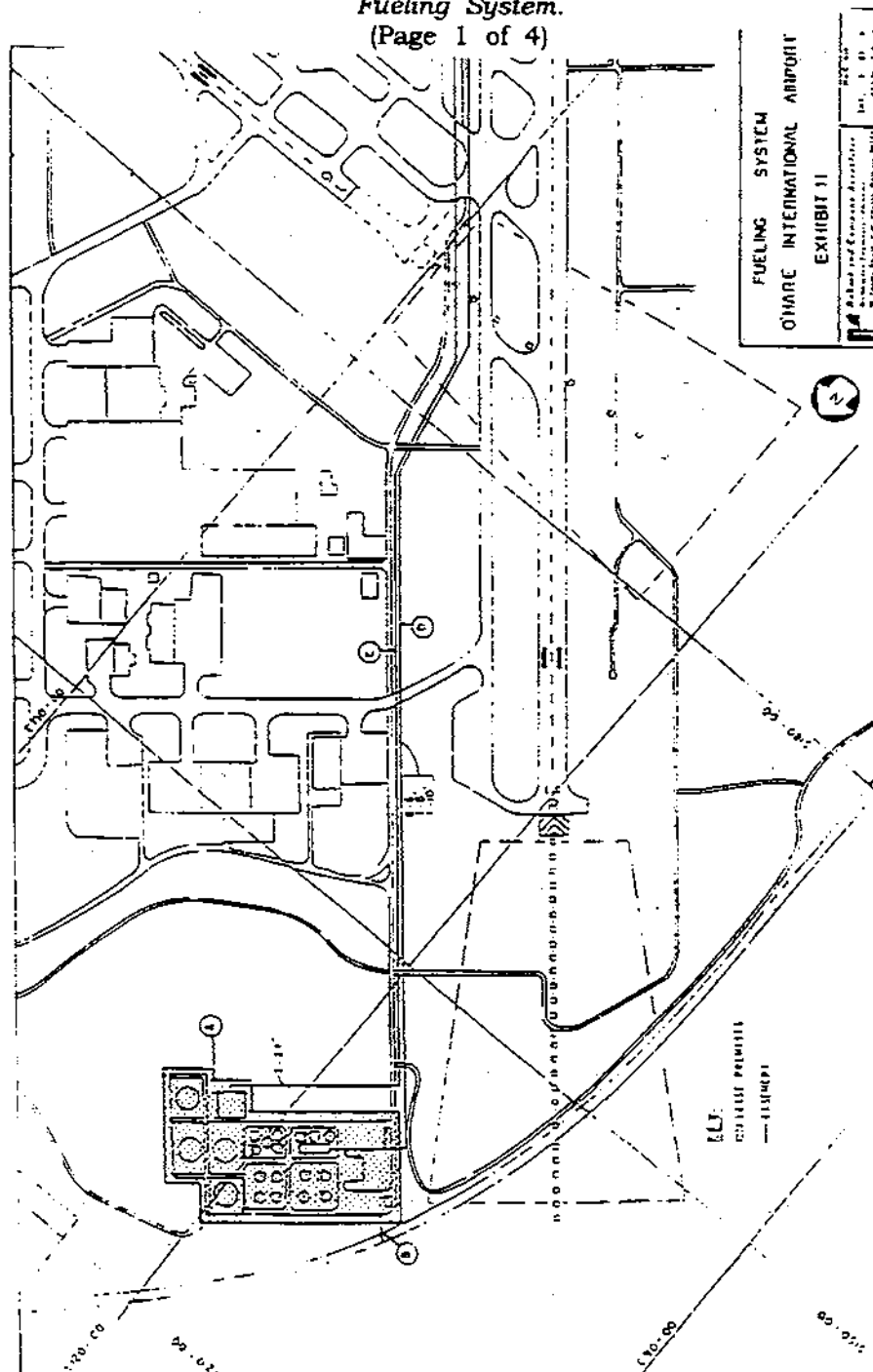


Exhibit "H".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Fueling System.
(Page 2 of 4)

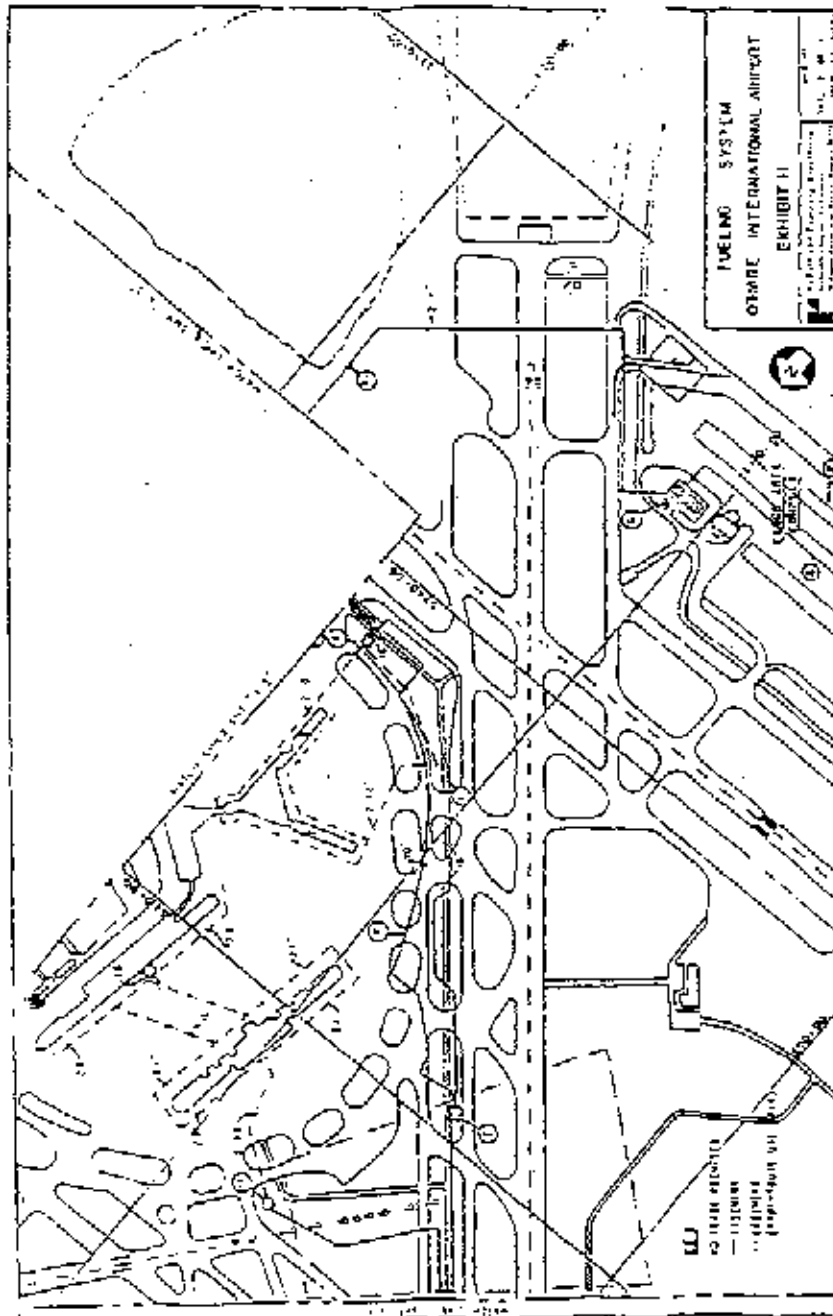


Exhibit "H".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Fueling System.
(Page 3 of 4)

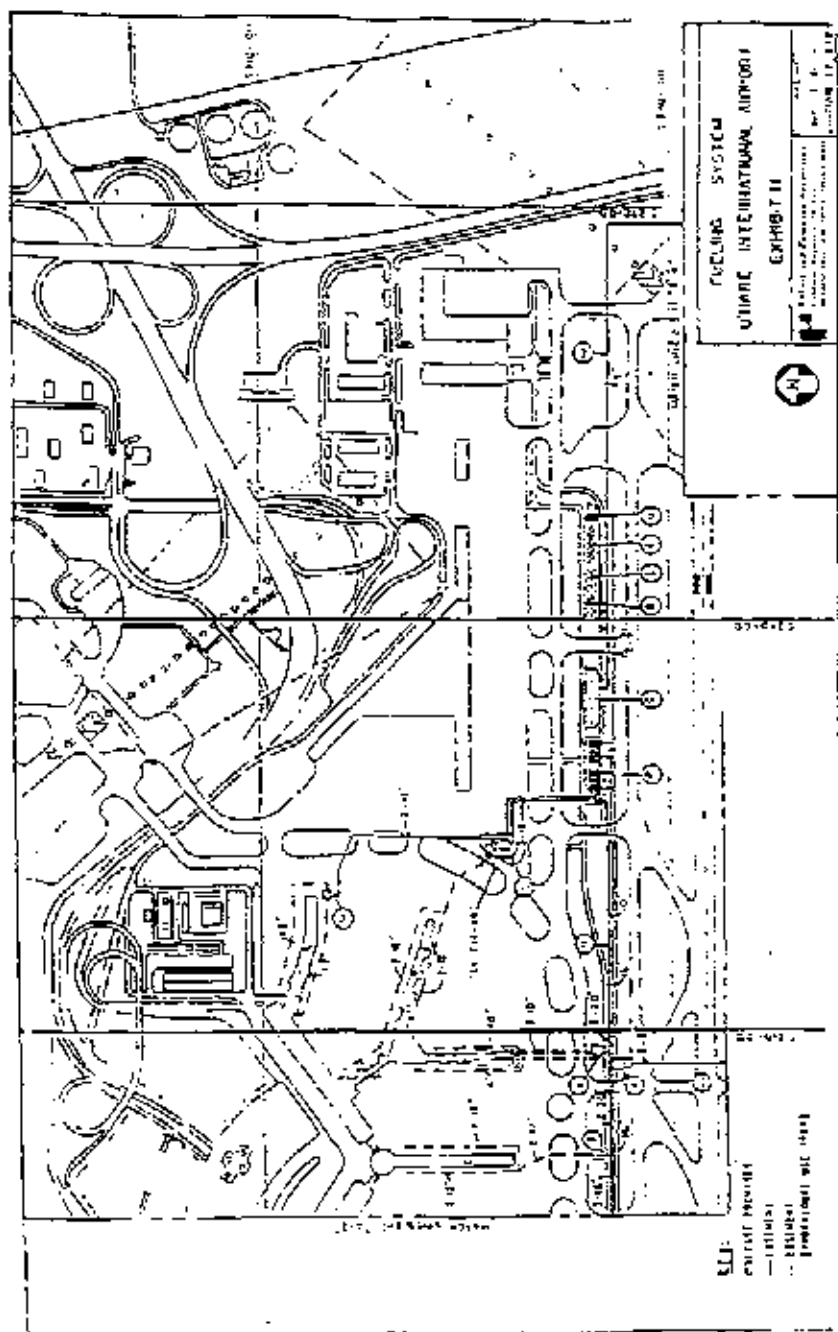


Exhibit "H".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Fueling System.
(Page 4 of 4)

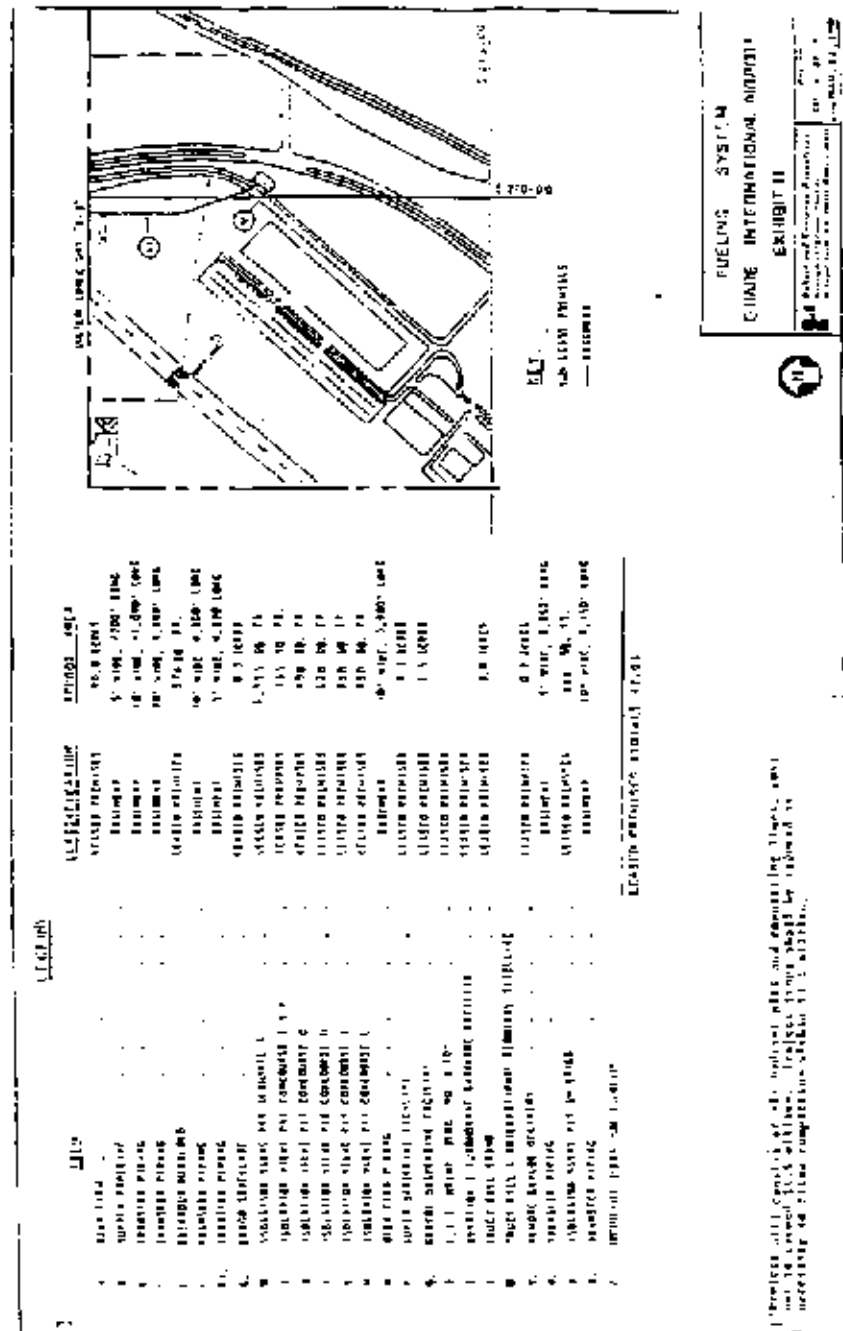


Exhibit "Q".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Base Building Finish Standards.
(Page 1 of 4)

[illegible]

Exhibit "Q".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Terminal Base Building Finish Standards.
(Page 3 of 4)

AREA	SPACE DESIGNATION	FLOOR	BASE	WALL STRUCTURE	CEILING	HVAC	LIGHTING	ELECTRICAL	NOTES
BASEMENT	Unfinished Basement	Unfinished Concrete Slab		Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab		Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab		Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
RAMP LEVEL	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
CONCOURSE LEVEL	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	
	Unfinished Basement	Unfinished Concrete Slab	Unfinished Concrete Slab	Unfinished Concrete Structure	Unfinished Concrete Structure	10 V	10 F.C.	As Required	

Exhibit "S".
 (To Amended And Restated Airport Use Agreement
 And Terminal Facilities Lease)

Military Site.

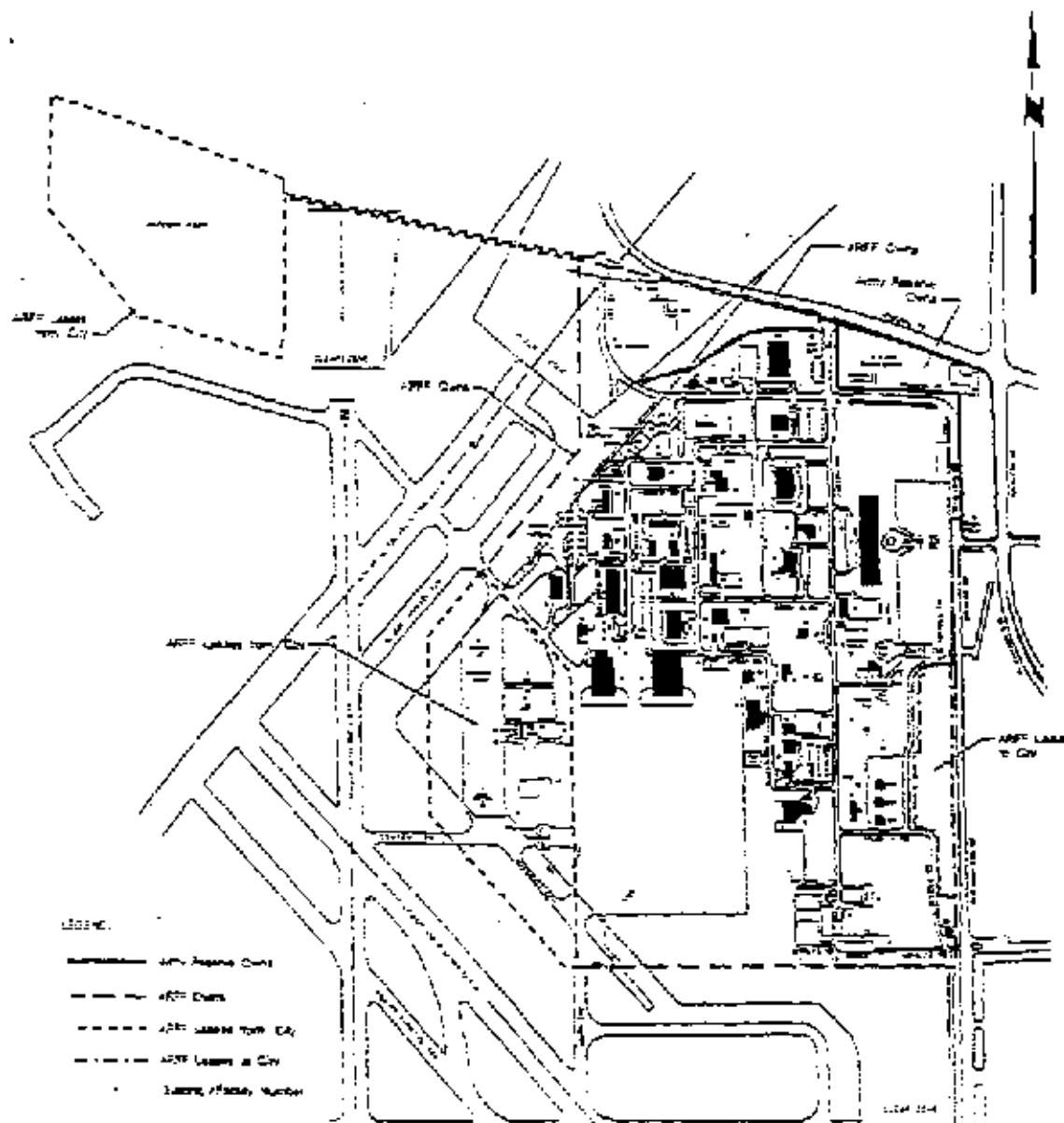


Exhibit "I".

(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

*1983 Chicago O'Hare International Airport General
Airport Revenue Bond Ordinance.*

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 cost of improvements to, and expansions of, said airport.

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 1938, 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 such 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 January 28, 1983, entitled:

"AN ORDINANCE AUTHORIZING THE CITY OF CHICAGO TO EXECUTE NEW AIRPORT USE AGREEMENTS WITH UNITED AIRLINES, INC., AMERICAN AIRLINES, INC., TRANS WORLD AIRLINES, INC., NORTHWEST ORIENT AIRLINES, INC., DELTA AIR LINES, INC., AND US AIR, INC.,"

(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.

"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 of Chicago, Illinois, 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 so designated 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 Article II of 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 calendar 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 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 Authorized Officer, 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 provision 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, application fees and premiums on municipal bond insurance, credit facility charges and costs and expenses relating to the refunding of Series 1959 Bonds, Bonds or other obligations issued to finance or refinance one or more Capital Projects, including, but not limited to, the refunding of Series 1952 Bonds, any other Special Facility Revenue Bonds and any Junior Lien Obligations.

"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 an amount equal to the maximum amount of Aggregate Debt Service for the then current or any future 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 such 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 Agreements.

"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 and 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.

"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 301.

"Land Support Area" means the land and air rights identified as the "Land Support Area" on Exhibit C 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 for Calculation of Coverage" 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 into 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 mid-year 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 1-401.

"*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.

"*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.

"*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 Fund 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 a 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 successors; 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 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 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 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 CFR 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, 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 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 on December 29, 1958, as heretofore supplemented by ordinances adopted by the City Council on February 16, 1959, February 1, 1961, July 13, 1962, July 21, 1967, June 26, 1968, March 23, 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 Arrangement" means (a) a lease, loan agreement or other 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, loan agreement or other 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 or is to be 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 investment earnings thereon 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 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," "herein" 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 this 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

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 any Junior Lien Obligations, (c) the refunding of Series 1959 Bonds or (d) the 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, or the manner of determining such dates;

(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 Payment Dates for interest on Bonds of such Series;

(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, or the manner of determining such Price or Prices and terms;

(viii) The amount and due date of each Sinking Fund Payment, if any, for Bonds of like maturity of such Series, or the manner of determining such amounts and dates;

(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 one or more Project Accounts; and

(iv) The purpose or purposes for which the balance, if any, of the proceeds of such Series is to be used;

(f) A Certificate stating that Annual Debt Service on such Series in each year such Series is Outstanding constitutes General Airport Revenue Bond 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 is more than one such Capital Project, the Capital Project scheduled to be last completed, estimates of Revenues and Operation and Maintenance Expenses and other amounts required to be deposited into the Funds created under this Ordinance, and demonstrating that Net Revenues for Calculation of Coverage 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 for Calculation of Coverage 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 such Aggregate Debt Service which was paid from any 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; and

(e) Such further documents and moneys as are required by the provisions of Article X or any Supplemental Ordinance.

SECTION 208. *Application of Proceeds of 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 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 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 a Payment Date, said Bond

shall be dated as of such 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 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 Bond.

(c) As to any coupon Bond registered as to principal other than to bearer the person in whose name the same shall be registered upon the registration books maintained by the City at the principal corporate trust office of the Trustee may be deemed and treated as the absolute owner thereof, whether such Bond shall be overdue or not, for all purposes, except for the purpose of receiving payment of coupons, and payment of, or on account of, the principal or Redemption Price, if any, of such Bond shall be made only to, or upon the order of, such registered owner thereof, but such registration may be changed as above provided, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The City and any Fiduciary may deem and treat the bearer of any coupon as the absolute owner thereof, whether such coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and may deem and treat the bearer of any coupon Bond which shall not at the time be registered as to principal other than to bearer, as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal or Redemption Price, if any, thereof and for all other purposes whatsoever except for the purpose of receiving payment of coupons, and neither the City nor any Fiduciary shall be affected by any notice to the contrary. The City and each Fiduciary may deem and treat the person in whose name any fully registered Bond shall be registered upon the registration books maintained by the City at the principal corporate trust offices of the Trustee as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of,

premium, if any, or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor any Fiduciary shall be affected by any notice to the contrary.

SECTION 308. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or registering the transfer of Bonds is exercised, the City shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. All registered Bonds surrendered for exchange or registration of transfer shall forthwith be cancelled by the Trustee. All coupon Bonds and the coupons thereto appertaining surrendered in any such exchanges or transfers may, in the Trustee's discretion, be retained in the possession of the Trustee for the purpose of reissuance upon subsequent exchanges, and the Trustee, prior to reissuance of any such coupon Bonds, shall detach therefrom and cancel all matured coupons. For every such exchange or registration of transfer of Bonds, whether temporary or definitive, the City or the Trustee may, as a condition precedent to the privilege of making such exchange or registration of transfer, make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or registration of transfer. No charge shall be made in connection with such exchange or registration of transfer 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 a 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 3E3. *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 into Construction Fund.*

(a) The Construction Fund is hereby created: Pending application as provided in this Article, moneys in the Construction Fund shall be held in trust by the Trustee and shall be subject to the pledge contained in Section 204 in favor of the holders of Bonds.

(b) The City shall deposit with the Trustee from the proceeds of any Series the amount specified in the Certificate referred to in Section 206(c) for deposit into one or more Project Accounts and Capitalized Interest Accounts in the Construction Fund.

(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.

(d) Interest accruing on, and any profit resulting from the investment of, moneys in any Project Account or Capitalized Interest Account shall be credited to such Account.

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 cost 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) 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 interest on Bonds from amounts in any Capitalized Interest Account.

SECTION 403. *Disbursements from Construction Fund.*

(a) All disbursements from the Construction Fund (except for disbursements from any Capitalized Interest Account) 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 for 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.

(d) At the direction of the City expressed in a Certificate filed with the Trustee, moneys on deposit in each Capitalized Interest Account shall be disbursed for any of the purposes stated in Section 405(a). Each Certificate shall set forth the disbursements to be made from such Capitalized Interest Account, including scheduled transfers to the Interest Account consistent with the provisions of Section 714(c). In the absence of such direction, moneys in each Capitalized Interest Account shall be transferred to the Interest Account on the business day of the Trustee immediately preceding each Payment Date for the payment of interest on Bonds of the Series with respect to which such Capitalized Interest Account is maintained.

SECTION 404. Progress Reports and Completion Certificate.

(a) At least once each month during the period of the construction, installation and acquisition of each

Capital Project, the cost of which has been paid in whole or in part from Bond proceeds, 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 incurred 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.

(b) Promptly after the completion of the construction, installation and acquisition of each such Capital Project, the City will deliver to the Trustee a Certificate stating the date of such completion.

SECTION 405. *Permitted Transfers.*

(a) Moneys in any Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section 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 Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Ordinance; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

(c) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in any Capitalized Interest Account may be withdrawn and, pursuant to Section 1401, deposited in trust to pay or provide for the payment of Bonds of the Series with respect to which such Capitalized Interest Account is maintained; provided that immediately after such withdrawal there shall be held in such Capitalized Interest Account either moneys in an amount which shall be sufficient, or Qualified Investments the principal of and interest on which when due (without reinvestment thereof) together with the moneys held in such Capitalized Interest Account, shall be sufficient, to provide for the payment when due of the interest to accrue on all Bonds of such Series which remain Outstanding on or prior to the date to which interest on such Series was originally capitalized.

ARTICLE V REVENUES AND FUNDS

SECTION 501. *Creation of Funds and Accounts.* The following Funds and Accounts are hereby created:

(a) The Revenue Fund to be held and administered by the Trustee;

(b) The Debt Service Fund and two separate Accounts therein to be known as the Interest Account and the Principal Account to be held and administered by the Trustee;

(c) The Debt Service Reserve Fund to be held and administered by the Trustee; and

(d) The Junior Lien Obligation Debt Service Fund to be held and administered by the Trustee.

In addition, the City agrees to establish and maintain in accordance with the requirements of the Airport Use Agreements an Airport Fund, an Operation and Maintenance Fund, a Special Capital Projects Fund, an Operation and Maintenance Reserve Fund, and a Maintenance Reserve Fund. The City may also create an Emergency Reserve Fund and an Airport Development Fund pursuant to the Airport Use Agreements.

The Trustee shall, at the written request of the City, establish such additional Accounts within any of the Funds established under this Ordinance, and subaccounts within any of the Accounts established under this Ordinance, as shall be specified in such written request, for the purpose of identifying more precisely the sources of payments into and disbursements from such Funds, Accounts and subaccounts; but the establishment of any such additional Accounts or subaccounts shall not alter or modify any of the requirements of this Ordinance with respect to the deposit or use of moneys in any Fund or Account established hereunder. In addition, the Trustee shall, at the written request of the City, establish additional

Accounts within the Junior Lien Obligation Debt Service Fund for the purpose of segregating amounts available to pay the principal of, premium, if any, and interest on separate series of Junior Lien Obligations and for the purpose of establishing the priority of one or more such Accounts over one or more other such Accounts. Nothing herein shall require the City to designate the Trustee as trustee for any Junior Lien Obligations.

Any moneys and securities held in the Revenue Fund or any other Fund or Account created under this Section shall be held in trust by the Trustee, as provided in this Ordinance, and shall be applied, used and withdrawn only for the purposes authorized in this Ordinance. All moneys and securities held by the City in the Operation and Maintenance Fund, the Special Capital Projects Fund, the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund shall be accounted for and held separate and apart from all other moneys and securities of the City, shall be applied, used and withdrawn solely for the purposes authorized in this Ordinance and, until so applied, used and withdrawn, shall be held in trust by the City for such purposes. All moneys and securities held by the City in the Emergency Reserve Fund and the Airport Development Fund may be applied, used and withdrawn by the City for any lawful corporate purpose of the City, free of any lien or security interest in favor of the Trustee and the holders of the Bonds, but subject to any requirements of the Airport Use Agreements.

SECTION 502. Deposit of Revenues. Contemporaneously with the initial issuance of Bonds under this Ordinance, all amounts held in the Airport Fund shall be transferred by the City to the Trustee for deposit in the Revenue Fund. Thereafter, all Revenues shall be collected by the City and promptly deposited to the credit of the Revenue Fund in the name of the Trustee with a depository or depositories, each fully qualified under the provisions of Section 1303 to receive the same as deposits of money held by the Trustee, designated by the City and approved by the Trustee, and statements giving the amount of each such deposit and the name of the depository shall be forwarded promptly to the Trustee by the City and by such depository. The Trustee shall be accountable only for moneys actually so deposited.

SECTION 503. Disbursement from Revenue Fund. The moneys in the Revenue Fund shall be disbursed and applied by the Trustee as required to make the following deposits on the dates and in the amounts provided:

(a) On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth—

First: The Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth of the amount provided in the Operation and Maintenance Expense Projection for the current Fiscal Year; provided, however, that if the mid-year projection prepared in accordance with Section 7.06 of the Airport Use Agreements contains an adjustment of Operation and Maintenance Expenses (exclusive of Operation and Maintenance Expenses of the Land Support Area and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), the amount required to be deposited in the Operation and Maintenance Fund each month of the second six-month period of each Fiscal Year shall be increased or decreased as appropriate by an amount equal to one-sixth of the amount of such adjustment. Notwithstanding the foregoing, for the transitional Fiscal Year adopted by the City pursuant to Article XXIII of the Airport Use Agreements, if any, the Trustee shall first transfer to the City for deposit into the Operation and Maintenance Fund an amount equal to one over the number of months in such transitional Fiscal Year times the Operation and Maintenance Expense Projection for such transitional Fiscal Year. No mid-year adjustment shall be made.

Second: The Trustee shall next deposit into the Debt Service Fund, without priority one over the other, (i) into the Interest Account an amount equal to one-sixth of the amount of interest which will be due on all Outstanding Bonds on the next Payment Date less any amounts payable from the Capitalized Interest Account and attributable to such Payment Date; provided, however, that if the first 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 Payment Date for such Series, but thereafter such fraction shall be one-sixth, and (ii) into the Principal Account an amount equal to one-twelfth of the amount of the Principal Installments which will become due on all Outstanding Bonds on the next January 1; provided that if the first Principal Installment due on any Series is due in less than 12 months from the date of such Series the foregoing fraction insofar as such Series is concerned shall be one over the number of months to elapse in whole or in part between the date of issuance of such Series and the January 1 next ensuing, but thereafter such fraction shall be one-twelfth.

Third: The Trustee shall next transfer to the City for deposit into the Special Capital Projects Fund the amount specified by the City in a Certificate filed with the Trustee as the amount to be deposited at such time in such Fund.

(b) On the business day of the Trustee immediately preceding each January 1 and July 1, 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 January 1 or July 1.

Second: The Trustee shall next deposit into the Debt Service Reserve Fund the amount, if any, necessary to increase the amount on deposit therein to an amount equal to the Debt Service Reserve Fund Requirement.

Third: The Trustee shall next transfer to the City for deposit into the Operation and Maintenance Reserve Fund an amount equal to one-half of the Operation and Maintenance Reserve Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1; 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 and required deposits in the Operation and Maintenance Reserve Fund and the Maintenance Reserve Fund), then the amount required to be deposited in the Operation and Maintenance Reserve Fund with respect to each July 1 shall be increased or decreased as appropriate by an amount equal to the amount of such adjustment.

Fourth: The Trustee shall next transfer to the City for deposit into the Maintenance Reserve Fund an amount equal to the lesser of (i) \$1,500,000 and (ii) the amount, if any, required to increase the amount on deposit therein to \$3,000,000.

Fifth: The Trustee shall next transfer to the City for deposit into the Emergency Reserve Fund an amount equal to one-half of the Emergency Reserve Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1.

Sixth: The Trustee shall next transfer to the City for deposit into the Airport Development Fund an amount equal to one-half of the Airport Development Fund Deposit Requirement, if any, for the Fiscal Year which includes such January 1 and July 1.

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 and without priority, one over the other, to any Accounts within the Junior Lien Obligation Debt Service Fund, the amount specified by a Certificate filed with the Trustee.

(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 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 or under any ordinance or resolution authorizing the issuance of Junior Lien Obligations 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, in addition, to make any payment to any Airline Party required by Sections 5.03(b), 5.06(c) and 7.07 of the Airport Use Agreements as directed by a Certificate filed with the Trustee.

(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) and 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 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 Payment Date prior to such 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. Amounts accumulated in the Principal Account or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day preceding the Payment Date of a Sinking Fund Payment, to the purchase of Bonds of the Series and maturity for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of Bonds payable from such Sinking Fund Payment on such Payment Date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond purchased shall not exceed the sinking fund Redemption Price of such Bond applicable upon its redemption on such Payment Date. The Trustee shall also provide for the payment out of the Interest Account of the amount of accrued interest payable on any Bond purchased from moneys in the Principal Account. Bonds may be purchased from any person including the City, any Airline Party and any Fiduciary. Any Bonds so purchased shall be cancelled by the Trustee and the applicable sinking fund Redemption Price of such Bonds shall be credited against the Sinking Fund Payment for such Bond due on the next ensuing Payment Date.

(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 1-401; 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.

(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 503. *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, a Qualified Investment 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 Investment. 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 June 15 and December 15, or if such day is not a business day of the Trustee then on the business day of the Trustee immediately preceding such June 15 or December 15, 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 as 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 unless otherwise specified in the Supplemental Ordinance authorizing such Bonds, and give notice of redemption in the manner prescribed in Section 603.

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 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 rental 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 during such Fiscal Year.

(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 for Calculation of Coverage 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 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, 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 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) of this Section 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 Party 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.*

(a) 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:

(i) 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 (1) 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 (2) such other condition, character and value as may be agreed upon by the City and such Airline Party.

(ii) 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 (1) 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, (2) or such other condition, character and value as may be agreed upon by the City and a Majority-in-Interest.

(b) Any surplus insurance proceeds deposited in any such special trust account or Project Account shall be transferred or withdrawn from such special trust account or Project Account as specified by the City for any one or more of the following purposes: (i) to make transfers to one or more 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.

SECTION 709. *Annual Audit.* The City covenants that it will within six months after the close of each Fiscal Year, furnish the Trustees 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 Fiscal Year. Such audit shall contain a calculation based on actual data enabling such Independent Accountant to certify that the covenant contained in Section 704(b) has been satisfied with respect to such Fiscal Year. The City covenants that it will cause a copy of such audit to be mailed, postage prepaid, to the holders of any Bonds requesting copies thereof. Such audit shall be available for inspection at reasonable times 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 any 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 other than a holder who is a "substantial user" or "related person" within the meaning of such terms as defined in the Code.

(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 Revenues (including 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 Agreements.*

(a) The City covenants that it will 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 further 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 regardless of whether or not such an Event of Default has occurred and is continuing, the City may substitute under an Airport Use Agreement an airline engaged 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, (ii) amend any 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 related to the deposit requirements specified in Section 503, or (iii) amend any such Airport Use Agreement in any manner which would adversely affect the City's ability to satisfy the covenant of the City contained in Section 704(b).

(c) The City further covenants not to take any action or omit to take any action which, if taken or omitted, would permit any Annual Debt Service on any Series to be excluded from General Airport Revenue Bond Debt Service, as such term is defined in the Airport Use Agreements, or to be excluded from the relevant calculations of Airport Fees and Charges thereunder.

(d) 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 principles, 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 operational 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 such 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 FACILITY IMPROVEMENTS

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, pursuant to this Article, the City Council shall adopt an ordinance or resolution describing in reasonable detail, sufficient for identification thereof, the Special Facility Improvement to be constructed, installed or acquired, and before any Special Facility Revenue Bonds are issued, the City Council 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; or

(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. Any such modification or amendment adopted in contravention of the rights of any Airline Party under Section 3.02(b)(vi) of that Airline Party's Airport Use Agreement shall be ineffective as to that Airline Party. 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 effect 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 shall have been published as hereinafter provided in this Section.

(b) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1315. A certificate or certificates signed by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1315 shall be conclusive that the consents have been given by the holders of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bond issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof) unless such consent is revoked in writing by the holder of such Bonds giving such consent or a subsequent holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1315. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance, the Trustee shall make and file with the City and the Trustee a written statement that the holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Ordinance (which may be referred to as a Supplemental Ordinance adopted by the City Council on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required percentages of Bonds and will be effective as provided in this Section, may be given to Bondholders by the City by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Ordinance from becoming effective and binding as provided in this Section) and by publishing the same in the Authorized Newspapers at least once not more than 90 days after the holders of the required percentages of Bonds shall have filed their consents to the Supplemental Ordinance and the written statement of the Trustee hereinabove provided for is filed. The City shall file with the Trustee proof of the publication of such notice and, if the same shall have been mailed to Bondholders, of the mailing thereof. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Ordinance making such amendment or modification shall be deemed conclusively binding upon the City, the Fiduciaries and the holders of all Bonds and coupons at the expiration of 40 days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Ordinance in a legal action or equitable proceeding for such purpose commenced within such 40 day period; except that any Fiduciary and the City during such 40 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Ordinance as they may deem expedient.

SECTION 1104. *Modifications by Unanimous Consent.* The terms and provisions of this Ordinance and the rights and obligations of the City and of the holders of the Bonds and coupons hereunder may be modified or amended in any respect upon the adoption by the City Council and filing by the City of a Supplemental Ordinance and the consent of the holders of all the then Outstanding Bonds, such consent to be given as provided in Section 1103 except that no notice to Bondholders either by mailing or publication shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders.

SECTION 1105. *Exclusion of Bonds.* Bonds owned or held by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

SECTION 1106. *Notation on Bonds.* Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the holder of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the principal office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or

the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds with all unpaid coupons, if any, appertaining thereto.

ARTICLE XII

DEFAULT AND REMEDIES

SECTION 1201. *Events of Default.* Each of the following events of default is hereby declared an "Event of Default":

(a) Payment of the principal or Redemption Price, if any, of any Bond shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) Payment of any installment of interest on any Bond shall not be made when the same shall become due;

(c) The City shall fail or refuse to comply with the provisions of this Ordinance, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or the Bonds, which materially affects the rights of the holders of the Bonds, and such failure, refusal or default shall continue for a period of 45 days after written notice thereof by the Trustee or the holders of not less than 25% in principal amount of the Outstanding Bonds; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45 day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all due diligence.

SECTION 1202. *Remedies.*

(a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 1201, the Trustee shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (c) of Section 1201, the Trustee may proceed, and upon the written request of the holders of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Bondholders by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) By mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the City to receive and collect 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 a 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 attorneys' 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 25% 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, surplus and undivided profits 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 depository 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. Such resignation shall take effect only upon the appointment of a successor Trustee as provided in Section 1310.

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.

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 Agent 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 Appointment 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 and 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

(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. 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 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. This Ordinance shall take effect immediately upon its enactment.

*Exhibit "L".**(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)**Charging Of O&M Expenses And Assignment
Of Revenues To CRCs.***1. CHARGING OF O&M EXPENSES TO CRCs**

Operation and Maintenance (O&M) Expenses are to be charged directly to CRCs whenever possible. Costs which are not directly chargeable will be allocated to the CRCs based on formulas enumerated herein. A summary of expenses to be charged and those to be allocated directly to CRCs and those allocated to CRCs by formula is shown in Table L-1.

1.1 Costs Directly Charged to CRCs

The following costs will be charged directly to the CRCs as they are incurred:

- (1) Salaries and wages of Department of Aviation operating personnel will be charged to CRCs 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 CRC.
- (3) Salaries, wages and fringe benefits of Police Department personnel will be charged to individual CRCs, based on the coverage afforded each CRC.
- (4) Costs of operating and maintaining the Ground Transportation System including energy use will be charged entirely to the Terminal Support CRC.
- (5) Costs of operating the shuttle bus system will be charged entirely to the Terminal Support CRC.
- (6) Materials and supplies will be charged to the CRC in which they are used.
- (7) Engineering and professional services will be charged to specific projects identified as relating to a particular CRC. Services for projects not attributable to a specific CRC will be considered administrative costs.
- (8) Repair and maintenance items will be charged to the CRC in which each item occurs.
- (9) Costs of water pollution control will be charged directly to the Airfield CRC.
- (10) Administrative Expenses of City Departments other than DOA 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 specific CRC as they are incurred and must, therefore, be assigned to the CRC's using an allocation formula basis.

- (1) Fringe benefits (workmen's compensation, pensions, etc.) will be allocated to the CRCs in proportion to the salaries and wages of the assigned Department of Aviation operating personnel.

(3) Salaries, wages and fringe benefits of Fire Department paramedics will be allocated to the Terminal Area CRC and the International Terminal CRC. Allocation between the two CRCs will be based on the prorata share of enplaned passengers in each CRC.

(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 CRC.

(4) Electricity costs will be allocated as follows:

- 15 percent to the Airfield CRC for runway and taxiway lighting.
- 65 percent to the Terminal Area CRC and the International Terminal CRC for lighting and running equipment in the terminal buildings. Allocation between the two CRCs will be based on the prorata of square footage of terminal space in each CRC.
- 25 percent to the Terminal Support CRC 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 CRC. 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 CRC and International Terminal CRC based on the prorata shares of Enplaned Passengers in each CRC. Water and sewage services provided all other airport tenants will be metered and directly reimbursed to the appropriate CRC.

(6) Costs of repair, maintenance and operation, including fuel, of the heating and refrigeration plant will be allocated to the Terminal Area CRC and the International Terminal CRC based on the prorata share of square footage of terminal space in each CRC. Central HVAC service provided all other airport tenants will be metered and directly reimbursed to the appropriate CRC.

(7) Costs of operating and maintaining the public address system will be allocated to the Terminal Area CRC and International Terminal CRC based on the prorata share of Enplaned Passengers in each CRC.

1.3 Administrative Costs

Administrative (overhead) expenses are those costs which are not directly attributable to specific CRCs. The share of administrative expenses allocated to each CRC will equal the proportion of total costs of each CRC to the total costs of all CRCs for the previous Fiscal Year. Administrative costs will include, but not be limited to, the following:

- (1) Salaries, Wages and Fringe Benefits of DOA 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 DOA 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 CRCs

Revenues are to be assigned directly to CRCs whenever possible, based primarily on the physical location (the actual monetary transaction may occur in a different CRC) of the source of the revenue. Revenues from all sources located within each CRC will be assigned directly to that CRC. All Revenues which cannot be directly assigned will be allocated to the CRCs based on the formulas enumerated herein.

2.1 *Revenues Directly Assigned to CRCs*

- (1) The following Revenues and all similar Revenues will be assigned to the Airfield CRC:
 - 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 CRC:
 - 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 CRC:
 - 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 CRC:
 - 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 CRC, will be assigned to the Land Support CRC:

- Hangar Rentals
- Tank Farm Rentals
- Air Cargo Building(s) Rentals
- Land Rentals
- Building Space Rentals
- FBO Rentals, Concessions and Fuel Flowage Fees
- Flight Kitchen Rentals and Concessions

2.2 *Revenues Allocated to CRCs*

(1) Interest income will be allocated to, and within, the CRCs in accordance with the terms of the Airport Use Agreement.

(2) Reimbursement for security services will be allocated to the Terminal Area CRC and the International Terminal CRC based on the prorata share of Enplaned Passengers in each CRC.

(3) Grants, contributions, sale of assets and sale of rights will be assigned directly to the CRCs when identifiable. For those items which cannot be identified with a CRC, the allocation to CRCs will be based on the proportion of total assets in each CRC.

2.3 *Terminal Concession Revenues*

Rentals and fees from the following terminal concessions will be assigned directly to the Terminal Area CRC and the International Terminal CRC 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

CRC O&M EXPENSE CHARGE SUMMARY

	Cost Revenue Centers				
	Airfield	Terminal Area	Int'l Terminal	Terminal Support	Land Support
Direct Charge					
• DOA 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
• Engr/Prof Svcs.....	X	X	X	X	X
• Repairs and Maintenance.....	X	X	X	X	X
• Water Pollution Control.....	X				X
• Administrative-Vouchered.....	X	X	X	X	X
Allocated By Formula					
• Fringe Benefits.....	X	X	X	X	X
• Fire Department (paramedics).....		X	X		
• Vehicles and Fuel.....	X	X	X	X	X
• Electricity.....	X	X	X	X	
• Water/Sewage.....	X	X	X	X	
• H&R Plant.....		X	X		
• PA System.....		X	X		
• Administrative-DOA.....	X	X	X	X	X

X—indicates that all or part of the cost is applicable to that CRC.

Exhibit "M".

(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

*Identification Of Existing Leases And Other
Agreements Of Airline To Be Extended.*

None.

Exhibit "N".
(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

Operation And Maintenance Responsibilities.

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).

- HVAC—cleaning of diffusers, grates, etc., 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 service.

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, HVAC)
 - 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, HVAC)
 - 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
 - Picking/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 airlines:

- Pavements (runways, taxiways, aircraft parking areas, aprons, ramps, and roadways).
 - Sweeping
 - Maintenance and repair
 - Snow and ice control

- Lighting.
 - Airfield system (runways, taxiways, obstructions, etc.)
 - Roadways
 - Passenger terminal aprons
 - Support and back-up systems (lighting vaults, emergency generators, etc.) and associated wiring, fixtures, and equipment
- Airfield mowing, policing, and trash removal.
- Drainage, including management and control of runoff from the airport.
- Perimeter fencing and access control.
- Pavement marking and signage.
- Security, law enforcement, crash-fire-rescue services, and emergency medical services.

SUMMARY OF AIRPORT OPERATIONS AND MAINTENANCE RESPONSIBILITIES

	Exclusive Use Premises	Public Use Premises	Terminal Support Area	Airfield
Structures and Building Exteriors.....	C	C	C	C
Loading Bridges.....	A	—	—	—
Landscaping.....	—	C	C	C
Walkways and Roadways.....	—	C	C	C
Security, Law Enforcement, Fire Protection, Emergency Medical Services.....	C	C	C	C
Plumbing Drainage.....	A(1)	C	C	C
Electrical Service and Lighting.....	A(1)	C	C	C
HVAC.....	A(2)	C	C	C
Glass Breakage.....	A	C	C	C
Communications Systems.....	A(3)	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	—	—	—
People Movers (elevators, escalators, moving sidewalks, horizontal moving devices, transit systems).....	A(5)	C(6)	C	—
Signage.....	A	C	C	C
Airfield Pavements.....	A(4)	C	—	C
Auto Parking Facilities.....	—	—	C	—
Aircraft Fueling System.....	—	—	—	A

KEY: A = Airline

C = City

- (1) Airline-installed devices and lamp/ballast replacement.
- (2) Cleaning of grates and diffusers only.
- (3) Exclusive/joint use systems installed by Airline.
- (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
And Terminal Facilities Lease)

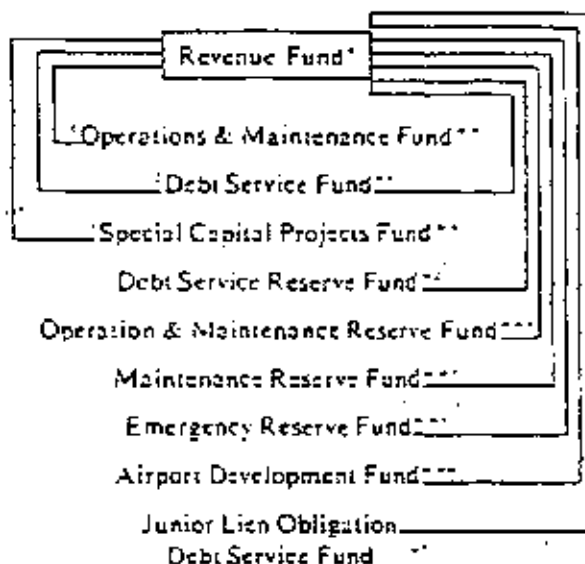
Allocation Of Revenues.

Monthly Flow

On the tenth day of each month the Trustee shall make the following deposits in the manner and order of priority set forth below:

Semi-Annual Flow

On the business day of the Trustee immediately preceding each Interest Payment Date, the Trustee shall make the following deposits in the manner and order of priority set forth below:



* Pursuant to Section 9.03 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
And Terminal Facilities Lease)

Terminal Area Use Charge Formula.

The Terminal Area Use Charge is determined based on the formulation described in Section 5.03 which is algebraically represented as follows:

$$\left[\frac{A}{B} \times (C + C') \right] \div \left[\frac{A'}{B'} \times D \right] \div \left[\frac{E}{F} \times [(G + H + J + K) - (L + M)] \right] \div [N] \div [P] - [Q]$$

Where A is the Additional Footage of Exclusive Use Premises of the Airline per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where B is the total Additional Footage of Exclusive Use Premises of all Airline Parties per Section 5.04(a) (excluding Additional Footage which is part of a Special Facility Improvement).

Where A' 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' 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' is the Special Facility Revenue Bond Debt Service attributable to the Existing Footage portion of Exclusive Use Premises which are part of a Special Facility Improvement per Section 5.03(a) (i) (2).

Where D is the Debt Service (net of Investment Income) allocated to Type B Public Use Premises and to relocation costs per Section 5.03(a) (ii).

Where E is the total square footage of Exclusive Use Premises of the Airline per Section 5.04(c).

Where F is the total square footage of Exclusive Use Premises of all Airline Parties per Section 5.04(c).

Where G is the Debt Service (net of Investment Income) allocated to Type A Public Use Premises and to the capitalized costs of implementing the Use Agreement per Section 5.03(a) (iii) (1).

Where H is the Operation and Maintenance Expenses of the Terminal Area per Section 5.03(a) (iii) (2).

Where J is the Airport Development Fund, Emergency Reserve Fund and Special Capital Projects Fund payment requirements of the Terminal Area per Section 5.03(a) (iii) (3).

Where K is the allocated Terminal Area share of the Net Deficit of the Terminal Support Area per Section 5.03(a) (iii) (4). (If Terminal Support Area shows a surplus, K = 0.)

Where L is the Non-Use Agreement Revenues of the Terminal Area per Section 5.03(a) (iv) (1).

Where M is the allocated Terminal Area share of the Net Revenues of the Terminal Support Area per Section 5.03(a) (iv) (2). (If Terminal Support Area shows a deficit, M = 0.)

Where N is Airline's pro rata share of the Debt Service, if any, (net of Investment Income) during construction of the Terminal Area, and of the Debt Service (net of Investment Income) allocated to Capital Projects enumerated in Section 5.05(b), per Section 5.03(a) (v).

Where P is the Debt Service (net of Investment Income) allocated to Airline's tenant improvements per Section 5.03(a) (vi).

Where Q is the credit for Special Facility Revenue Bond Debt Service payments related to the Existing Footage portion of Exclusive Use Premises, Public Use Premises and the Terminal Support Area per Section 5.03(b).

APPLICATION OF TERMINAL AREA USE CHARGES FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 1: Airline X

ASSUMPTIONS:

Airline X has Exclusive Use Premises solely in a Special Facility Improvement.

A = 0 (Additional Footage which is part of a Special Facility is excluded)

B = 450,000 square feet

A' = 100,00 square feet

B' = 550,000 square feet

C = \$15,000,000

C' = \$454,346 (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 = \$4,954,346 (See calculation of Item Q below)

CALCULATION OF ITEM Q

Credit for Existing Footage Portion of Exclusive Use Premises

Assumptions for calculation of credit relating to Existing Footage Portion of Airline X's Exclusive Use Premises in its Special Facility Improvement pursuant to Section 6.01(b) using the factors and formula set forth therein:

$$S = (S \times \frac{T}{U} \times \frac{V}{W})$$

$$S = \$3,000,000$$

$$T = 100,000 \text{ square feet}$$

$$U = 150,000 \text{ square feet}$$

$$V = 700,000 \text{ square feet}$$

$$W = 550,000 \text{ square feet}$$

$$\$3,000,000 - (\$3,000,000 \times \frac{100,000}{150,000} \times \frac{700,000}{550,000}) = \$ 454,546$$

(* this number = C')

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

<u>Formula</u>	<u>Calculation</u>	<u>Charge</u>
$\frac{A}{B} \times (C + C')$	$\frac{0}{450,000} \times (\$15,000,000 \div \$454,546)$	= 0
$\frac{A'}{B'} \times D$	$\frac{100,000}{550,000} \times \$14,000,000$	= \$ 2,545,454
$\frac{E}{F} \times [(G + H + J \div K)$	$\frac{150,000}{1,300,000} \times (\$4,000,000 + \$42,000,000$	
$- (L \div M)]$	$\div \$3,600,000 \div 0 - (\$27,000,000$	
	$+ \$1,500,000))$	= \$ 2,434,615

N	$\frac{100.000}{550.000} \times \$17,000,000$	= \$ 3,090,909
P	0	= <u>0</u>
		<u>\$ 3,070,978</u>
Q	\$4,954,546	= <u>\$ (4,954,546)</u>
Airline X's Terminal Area Use Charge (less credit)		= <u>\$ 3,116,432</u>
Amount paid by Airline X for its Additional Footage under its Special Facility Agreement	\$3,000,000 - \$454,546	= \$ 2,545,454

APPLICATION OF TERMINAL AREA USE CHARGES FORMULA TO TWO HYPOTHETICAL SITUATIONS

Example 2: Airline Y

ASSUMPTIONS:

Airline Y has no Exclusive Use Premises in a Special Facility Improvement.

A = 50,000 square feet

B = 450,000 square feet

A' = 50,000 square feet

B' = 550,000 square feet

C = \$15,000,000

C' = \$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 Fund payment requirement = 0)

K = 0 (Assumes Terminal Support Area shows a surplus)

$$L = \$27,000,000$$

$$M = \$1,500,000$$

$$N = \$1,545,453 \quad (\text{See calculation below})$$

$$P = 0 \quad (\text{Assumes tenant improvements financed independently})$$

$$Q = 0$$

CALCULATION OF AIRLINE Y'S TERMINAL AREA USE CHARGE

<u>Formula</u>	<u>Calculation</u>	<u>Charge</u>
$\frac{A}{B} \times (C \div C')$	$\frac{50,000}{450,000} \times (\$15,000,000 \div \$454,546)$	= \$ 1,717,171
$\frac{A'}{B'} \times D$	$\frac{50,000}{550,000} \times \$14,000,000$	= \$ 1,272,726
$\frac{E}{F} \times [(G + H \div J + K)$	$\frac{200,000}{1,300,000} \times (\$4,000,000 \div \$42,000,000$	
$- (L \div M)]$	$\div \$3,600,000 \div 0 - (\$27,000,000$	
	$\div \$1,500,000))$	= \$ 3,246,152
N	$\frac{50,000}{550,000} \times \$17,000,000$	= \$ 1,545,453
P	0	= 0
		<u>\$ 7,781,502</u>
Q	0	= \$ -0-
Airline X's Terminal Area Use Charge		= <u>\$ 7,781,502</u>

COMPARISON OF EXISTING FOOTAGE AND
ADDITIONAL FOOTAGE RATES FOR
AIRLINES X AND Y

Existing Footage Rate:

Airline X:

$$\frac{\$2,434,615}{150,000} = \$16.23 \text{ per square foot} \div \$5.00 \text{ per square foot (Terminal Area Rental)} \\ = \$21.23 \text{ per square foot}$$

Airline Y:

$$\frac{\$3,246,152}{200,000} = \$16.23 \text{ per square foot} \div \$5.00 \text{ per square foot (Terminal Area Rental)} \\ = \$21.23 \text{ per square foot}$$

Additional Footage Rate:

Airline X:

$$(\$2,545,454 \div 100,000) = \$25.45 \text{ per square foot} \div \\ \$3,090,909 \div 100,000 = \$30.91 \text{ per square foot} = \\ \$2,545,454 \div 100,000 = \$25.45 \text{ per square foot}^*$$

Airline Y:

$$(\$1,717,171 \div 50,000) = \$34.34 \text{ per square foot} \div \\ \$1,272,726 \div 50,000 = \$25.45 \text{ per square foot} = \\ \$1,545,453 \div 50,000 = \$30.91 \text{ per square foot}^*$$

*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.

Exhibit "R".

(To Amended And Restated Airport Use Agreement
And Terminal Facilities Lease)

*Description Of Capital Project Entitled
"Acquisition Of Military Property".*

(a) acquisition of the Military Property, consisting of one (1) or both of the following properties shown on Exhibit S: (i) United States Air Reserve Base, O'Hare International Airport, consisting of approximately three hundred thirty-five (335) acres, together with all improvements thereon; and (ii) United States Army Reserve Base known as Fort Dearborn, consisting of approximately fifteen (15) acres; (b) remediation of various environmental conditions not required to be remediated at the cost of the Army or the Air Force; (c) costs to secure, maintain, repair, remodel or demolish improvements and infrastructure on the Military Property; (d) costs of personal and real property inventories and site inventories (geophysical, et cetera); (e) consulting fees in connection with implementation of the recommendations of BRAC 93 and BRAC 95 (including without limitation analyses of possible host sites for relocated units); (f) transactional and other costs incurred by the City in connection with the acquisition, including, without limitation, legal and accounting and other consultants fees; appraisals and valuation studies; survey and title; and transfer or other taxes to be paid by purchaser; and (g) environmental studies of the Military Property and the cost of other environmental analyses, whether conducted at the Military Property or elsewhere required by law to be completed in connection with the acquisition.

AUTHORIZATION FOR EXECUTION OF CONCESSION LICENSE
AGREEMENT WITH OMEGA AIRPORT SHUTTLE, INC. FOR
PROVISION OF PASSENGER GROUND TRANSPORTATION
SERVICES AT CHICAGO O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on June 19, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the execution of an agreement with Omega Airport Shuttle, Inc., begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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") operates the airport commonly known as Chicago O'Hare International Airport (the "Airport"), and possesses the power and authority to grant licenses for the use of the premises and facilities at the Airport and to grant other rights and privileges with respects to the Airport; and

WHEREAS, Omega Airport Shuttle, Inc., an Illinois corporation ("Omega"), is engaged in the business of providing passenger vehicle ground transportation to and from the Airport and desires to obtain certain rights and privileges with respect thereto; and

WHEREAS, The City is willing to enter into a license agreement with Omega with respect to the provision of such passenger ground transportation services for users of the Airport; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth here.

SECTION 2. The Commissioner of the City's Department of Aviation ("D.O.A.") is authorized to enter into a license agreement with Omega in substantially the form attached to this ordinance as Exhibit A, which is incorporated by this reference. The Commissioner of D.O.A. is also authorized to execute such agreement and documents, and perform any and all acts on behalf of the City as may be necessary or advisable to effectuate those license agreements.

SECTION 3. This ordinance becomes effective immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*Lease Agreement With Omega
Airport Shuttle, Inc.*

THIS LICENSE AGREEMENT ("License") is made and entered into as of this ____ day of _____, _____, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City"), and Omega Airport Shuttle, Inc., an Illinois corporation ("Licensee").

BACKGROUND

WHEREAS, City owns and operates that airport, including without limitation the roadways for such airport, commonly known as O'Hare International Airport ("Airport"); and

WHEREAS, the City has the authority to lease or license premises and facilities and to grant rights and privileges with respect to the Airport; and

WHEREAS, Licensee is engaged in the business of providing passenger vehicle ground transportation to and from the Airport and desires to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, the City is willing to license space at the Airport and to provide other rights to Licensee upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and Licensee acknowledge that the continued operation of the Airport as a safe, convenient and attractive facility is vital to the economic health and welfare of the City, and that the City's right to monitor performance under this License by Licensee is a valuable right incapable of quantification.

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

ARTICLE 1

DEFINITIONS

The following terms, when used in this License, shall have the following meanings:

"Additional Fees" means all sums due to the City from Licensee under this Agreement other than the Base Fee, Concession Fee or the Minimum Guarantee Fee.

"Base Fee" means fees paid for the use of the Premises calculated at the rate of \$45.00 per square foot per year for the Terminal Areas at the Airport and one dollar and ten cents (\$1.10) per square foot for Remote Staging and Parking Areas located at the Airport.

"Code" - means the Municipal Code of the City of Chicago.

"Commencement Date" - means _____.

"Commissioner" - means, for the purposes of this License, the Commissioner of Aviation of the City (or any successor thereto in whole or in part as to his duties as the person in charge of the operation of the Airport on behalf of the City).

"Concession Fee" - as defined in Section 4.3.

"Default Rate" - means the annual rate of four percent (4%) plus the Prime Rate (hereinafter defined), unless a lesser interest rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by Bank One Corporation or its successors at Chicago, Illinois as its "corporate base rate."

"Disclosure Affidavit" - means the affidavit required under Article 6, in the form of Exhibit F hereto.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may hereafter be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state

or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" - as defined in Section 10.1.

"Expiration Date" - means _____, _____ (the date which is 5 years after the Commencement Date).

"Federal Aviation Administration" (sometimes abbreviated as "FAA") - means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fees" - means the Base Fee and Concession Fee.

"Gross Revenues" - means the revenues paid or due to Licensee for the transportation of persons or property exiting from the Airport. For purposes of this definition of "Gross Revenues," Licensee also shall include any revenues paid to the Licensee by its franchisees and sublicensees or by subtenants or sublicensees of the Premises. "Gross Revenues" does not include: amounts of any federal, state, or municipal sales taxes or Metropolitan Pier and Exposition Authority (MPEA) taxes. No deductions shall be made from "Gross Revenues" for uncollectible accounts.

"License Year" - means the twelve-month period commencing on the Commencement Date and each subsequent twelve-month period falling wholly or partly within the Term.

"Loading Zones" means those portions of the Premises which are identified in Exhibit A as Loading Zones.

"Minimum Guarantee Fee" - as defined in Section 4.3.

"Partial License Year" - means the period (consisting of less than twelve months) from the Commencement Date or any more recent anniversary of the Commencement Date to and including the expiration or termination date of the License, if the Term ends on a date other than the scheduled Expiration Date (other than because of an Event of Default).

"Partial Tax Year" - means the period (consisting of less than twelve months) that either: (i) begins on the Commencement Date and ends on the last day of a Tax Year, or (ii) begins on the first day of a Tax Year and ends on the Expiration Date.

"Percentage Fee" - as defined in Section 4.3.

"Person" - means any individual, partnership, firm, trust, corporation, or other business entity or governmental authority or political unit or agency.

"Premises" - as defined in Section 2.2.

"Remote Staging and Parking Area" - means that portion of the Premises that is identified in Exhibit A as the Remote Staging and Parking Area.

"Security Deposit" - means an amount equal to the first three monthly installments of Base Fee and Minimum Guarantee Fee.

"Subcontractor" - means all contractors, subcontractors and materialmen of any tier providing services, material, labor, operation or maintenance on, about or adjacent to the Premises, whether or not in privity with Licensee.

"Tax Year" - means any twelve month period during the Term coinciding with the period used by the Licensee in reporting income to the Internal Revenue Service.

"Term" - means the period from the Commencement Date to and including the Expiration Date.

"Terminal Area" - means that portion of the Premises that is identified in Exhibit A as the Terminal Area.

"Trade Name(s)" - means _____, which name(s) Licensee represents it is entitled to use under all applicable laws.

ARTICLE 2

LICENSE

Section 2.1 - Nature of License. (a) The City hereby grants to Licensee a license to use the Premises for the purposes described in Section 2.2 in the operation of the passenger vehicle ground transportation business that it conducts pursuant to certificates of public convenience and necessity issued by the Illinois Commerce Commission, provided that it conducts such business in accordance with these Certificates. The license is subject to the rights of the City under the law, in equity, and under this Agreement to direct Licensee in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the performance of Licensee. This License is exclusive for the provision of such services along Licensee's routes, to

the extent that, independent of this License, Licensee remains the only entity legally authorized to operate on any such route(s) pursuant to a certificate(s) of public convenience.

(b) **Limitation on Vehicles.**

(i) This License is limited to those vehicles that Licensee operates pursuant to and in accordance with certificates of public convenience and necessity issued by the Illinois Commerce Commission in effect as of the Commencement Date and for which vehicles these certificates are required.

(ii) This License does not apply to (A) any vehicles which are not within the scope of the certificates of public convenience and necessity issued by the Illinois Commerce Commission in effect as of Commencement Date and (B) notwithstanding Section 2.1(b)(i) above, any vehicles of the types described in Exhibit G.

(iii) The Commissioner may delete vehicle descriptions from Exhibit G, upon notice to the Licensee.

Section 2.2 - Use of Premises. Subject to the terms of this License, including Section 2.3 below, City does hereby license to Licensee, and Licensee does hereby license from City, the space depicted on Exhibit A attached hereto (the "Premises"), located on the Airport. Subject to the terms and provisions contained in this License, and all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of activities by Licensee at the Airport, Licensee may use the Premises for conducting a public passenger vehicle ground transportation business as described in this License and for no other purpose except as the City may approve in writing in its sole and absolute discretion. The Premises includes the Remote Staging and Parking Areas, the Loading Zones and the Terminal Areas, each as identified in Exhibit A, which may be used, subject to reasonable rules and regulations, for the following purposes:

(a) Licensee may use the Remote Staging and Parking Area to stage and park its vehicles subject to call by Licensee's dispatchers. Licensee shall have the right to place a trailer in the Remote Staging and Parking Area, subject to the Commissioner's approval, which trailer shall be deemed part of the Premises.

(b) Licensee may use the Loading Zones for the purpose of pick-up and delivery of passengers and for the receipt and delivery of baggage and property.

(c) Subject to the Commissioner's approval, Licensee may place service counters in the Terminal Areas for the purpose of selling tickets for its passenger vehicle ground transportation services.

Section 2.3 - Changes in Premises.

(a) Adjustment of Area of Premises. The Commissioner may adjust the boundaries of the Premises from time to time. The City shall notify Licensee not less than forty-five (45) days in advance of such adjustment, and Licensee shall remove all property located on space being deleted no later than the date such adjustment is to occur. The Base Fee shall be adjusted based on the new area of the Premises as shall be indicated on an updated Exhibit A pursuant to an amendment of this Agreement; the Minimum Guarantee Fee shall not be affected by adjustments to the Premises.

(b) Relocation of Premises. The Commissioner reserves the right to relocate all or any portion of the Premises. The Commissioner shall give the Licensee at least forty-five (45) days prior written notice of the relocation date. The Licensee shall cooperate with the City in connection with the relocation, including, without limitation, responding in a timely manner to any requests for information or for review and comment on proposed plans for improvements to the substitute premises. Licensee shall surrender possession of the portion of the Premises for which the substitution is being made in accordance with Section 3.3 and move from such portion of the Premises to the substitute premises on the relocation date. On the relocation date, Base Fee shall be recalculated and adjusted based on the new area of the substitute premises as shall be indicated on Exhibit A pursuant to an amendment of this Agreement executed by the Commissioner and Licensee; the Minimum Guarantee Fee shall not be adjusted.

(c) Termination of Remote Staging and Parking Area. The Commissioner, in his sole and absolute discretion, is entitled to terminate Licensee's use of all or a portion of the Remote Staging and Parking Area as he deems appropriate, with forty-five (45) days' written notice to Licensee, in which instance Licensee shall, at its cost, remove its trailer, if any, from the terminated Remote Staging and Parking Area. Licensee shall surrender the Remote Staging and Parking Area in accordance with Section 3.3 on the date for termination set forth in the Commissioner's notice. On that termination date, Base Fee shall be recalculated and adjusted based on the new area of the Premises as shall be indicated on Exhibit A pursuant to an amendment of this Agreement executed by the Commissioner and Licensee; the Minimum Guarantee Fee shall not be adjusted.

(d) Insufficient Loading Zones or Terminal Area. If the Commissioner decreases the amount of space for the Loading Zones or the Terminal Areas and the Commissioner determines in his sole and absolute discretion that the remaining space for the Loading Zones or Terminal Areas is not sufficient for the Loading Zones or Terminal Areas then the Licensee may terminate this Agreement upon 30 days prior written notice to the Commissioner.

Section 2.4 - Ingress and Egress.

(a) Subject to the lawful rules and regulations promulgated by the City, Licensee and its employees, agents, passengers, guests, patrons and invitees, its suppliers of materials and furnishes of services, and its equipment, vehicles, machinery and other property shall have the right and privilege of ingress to and egress from the Airport. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such ingress and egress, and any other area at the Airport.

(b) The City shall permit the Licensee to advertise departure times and destinations of its vehicles from its vehicles and Premises in accordance with the applicable rules and regulations of the Airport.

Section 2.5 - Present Condition of Premises. Licensee understands and agrees that Licensee, by the execution of this License, accepts the Premises "AS IS". Except as expressly provided in this License, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repair on the Premises. **CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR LICENSEE'S PURPOSES OR NEEDS.**

Section 2.6 - Standards of Service.

A material condition of this Agreement is that Licensee must operate its concession operations in accordance with all rules and regulations regarding ground transportation that the Commissioner may promulgate and with the following standards:

(a) All vehicles used by Licensee to provide ground transportation to and from the Airport shall be maintained at Licensee's expense in good and safe operating order, free from any known mechanical defects and be in clean, neat, and attractive condition inside and out. Licensee's vehicles must be late models in good condition.

(b) Licensee shall comply with service scheduling requirements, if any, required by the Illinois Commerce Commission.

(c) Licensee shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of vehicles to meet all commercially and reasonably foreseeable demands of the traveling public in those routes for which it has certificates of authority from the Illinois Commerce Commission.

(d) Licensee shall maintain a sufficient number of trained personnel to ensure that Licensee's customers will receive prompt and courteous service at all times and to maximize Gross Revenues.

(e) Licensee shall not misrepresent to the public its services or prices or those of any other ground transportation provider at the Airport. Licensee shall not identify the Base Fee or the Concession Fee (if any) as a "tax" or separate charge as part of fees or charges to a customer.

(f) Licensee shall comply with all applicable rules and regulations of the Illinois Commerce Commission, Interstate Commerce Commission and all other governmental agencies. If the City determines, after notice and opportunity for Licensee to comment that any of Licensee's business practices are unlawful or discriminatory, Licensee shall immediately cease such practices upon receipt of a written order to do so from the City. The City will give advance notice to Licensee that the City considers a certain practice to be unlawful or discriminatory and Licensee shall have an opportunity to respond to the allegation.

(g) Licensee must neither commit nor allow any nuisance, noise or waste in the Premises or annoy, disturb or be offensive to others in the Airport. Licensee must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from escaping from its vehicles and the Premises. Licensee must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of its business at the Airport.

(h) City and Licensee acknowledge that the operation of a passenger vehicle ground transportation business at the Airport will enhance the economic development of the City, and that Licensee's rights to use the Airport are subject to the rights of the City, as licensor, to monitor compliance with the License.

(i) Licensee must conduct its concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with physical inspection standards (the "Physical Inspection Standards") as may be promulgated from time to time by the Commissioner and a copy of which may be obtained from the Commissioner. The Commissioner has the right to make reasonable objections to the appearance and condition of the Premises if they do not comply with the Physical Inspection Standards. Licensee must discontinue or remedy any objectionable practice, appearance or condition within 5 days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner or Corporation Counsel deems a condition existing on the Premises hazardous or illegal).

(j) Licensee must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. Licensee and its personnel must at all times participate and cooperate fully in all quality assurance programs as may be instituted by the Commissioner from time to time.

(k) Licensee covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business conducted by it at the Airport.

(l) All personnel of Licensee shall be polite, clean and neat in appearance, and appropriately attired. City shall have the right to complain to Licensee as to the demeanor, conduct or appearance of Licensee's employees, invitees and those doing business with it, whereupon Licensee must take all steps necessary to remove the cause of complaint. While on duty, Licensee's ticket agents, dispatchers and drivers must display on their outer clothing identification such as may be required by the Commissioner from time to time.

(m) Licensee's failure to timely cure the practice, appearance, or condition as required under subsection 2.6(i) would cause the City damages in loss of good will, which would be difficult or impossible to prove or quantify. Accordingly, if the Premises are not being operated in accordance with subsection 2.6(i) then, in addition to all other remedies the City may have at law, in equity and under this Agreement, and beginning on the first day after expiry of the 5-day cure period, Licensee must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Airport, and not as a penalty, the amount of \$200 per day per breach specified in the notice and remaining uncured.

Section 2.7 - Continuous Operation, Liquidated Damages.

(a) Except as otherwise permitted under this Agreement, if Licensee fails to continuously provide concession operations during all times it is required to provide them pursuant to this Agreement, and the failure continues for more than 3 days after the City gives Licensee notice, it is an Event of Default. If such an Event of Default occurs, in addition to any other remedies under this Agreement, the Commissioner is authorized to remove, at Licensee's expense, Licensee's property (including any counters) from the Premises. No such removal alters any of the Licensee's obligations under this Agreement, including the amount of any Fees payable under this Agreement. At any time

after such a removal, the Commissioner has the right, at his sole election, to either (i) sell the removed property and apply the proceeds to the Fees owed by Licensee to City or (ii) return the removed property to Licensee after Licensee has reimbursed the City for the cost of the removal and storage of the property. Licensee must obtain the Commissioner's written approval prior to replacing or re-installing the removed property.

(b) Licensee further acknowledges that failure on its part to comply with the provisions of this Agreement would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of services to visitors to the Airport and loss of good will as a result of interference with the delivery of the services, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, (i) if Licensee fails to provide the passenger vehicle ground transportation services described in this Agreement, and (ii) if the City notifies Licensee of Licensee's failure to provide those services in accordance with Section 2.8, then, in addition to all other remedies that the Commissioner may have under this Agreement, at law or in equity, Licensee must pay the City as liquidated damages and not as a penalty in connection with the loss of good will the lesser of: (i) \$100 per hour; or (ii) \$1,000 per day Licensee fails to provide such services in accordance with Section 2.8. The obligation to make payments of liquidated damages will continue until the earliest of (A) the date the breach is cured and (B) the date this Agreement ends. The liquidated damages must be paid monthly as Additional Fees.

Section 2.8 - Operating Hours. To the extent not in conflict with any rules or regulations promulgated, or licenses issued, if any, by the Illinois Commerce Commission, Licensee shall keep open its counters for service for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for such services and to properly and adequately serve the public, as determined by the City.

Section 2.9 - Availability of Employee. Without limiting Licensee's obligations under Section 2.8, Licensee shall provide a telephone with direct communications to employees who can provide service to customers for those cases in which an employee is not available at Licensee's counters.

Section 2.10 - Permits and Vehicle Registration. (a) Licensee shall obtain all permits required for the conduct of its business, shall register all vehicles as may be required by laws and ordinances and display valid permits or stickers as may be required. Upon execution of this License and thereafter annually or at the City's request, Licensee shall provide evidence to the City that Licensee has obtained such permits and registrations.

(b) The City intends to implement an automated vehicle identification system ("AVI System") at the Airport. The purpose of an AVI System is to track all commercial vehicles entering and exiting the Airport. If the City does implement an AVI System at the Airport, then within 90 days of notice from the City to Licensee, Licensee must purchase and install in all of its vehicles that operate at the Airport all equipment required by the City for those vehicles to be detected by the AVI System.

Section 2.11 - Utilities. The City shall provide heating, air cooling and electrical service to those portions of the Premises that are within an Airport terminal (e.g., not the curbside) and as reasonably required. Licensee shall pay for its own telephone service and installation of any telephone or computer connections or equipment or for extension of any electrical facilities to provide service. The City may elect to charge Licensee for its electrical usage and may install submeters to measure usage or otherwise estimate usage on a reasonable basis. If the City charges Licensee for electricity, Licensee shall pay each bill at the same time and place as installments of Base Fee or at such other time as required by the City. The City reserves the right to interrupt temporarily the heating, cooling or electrical services furnished to the Premises to make emergency repairs or for other reasonable purposes, and the City shall restore said services as soon as reasonably possible. The City shall have no responsibility or liability for any failure of heating, air cooling, electrical or any other service to the Premises, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or for any other reason whatsoever.

Section 2.12 - Use of Vehicles. Without limiting anything else contained herein, the Licensee shall operate its vehicles in accordance with the following requirements:

(a) Licensee's vehicles shall be subject to the applicable rules now or hereafter promulgated by the Department of Aviation, the Department of Consumer Services, other City departments, and any state or federal departments or agencies;

(b) Licensee shall furnish the Commissioner with a 24-hour phone number for the City to contact the Licensee in case of an emergency;

(c) Licensee shall prepare and observe a vehicle breakdown emergency plan approved by the Commissioner. Any vehicles of the Licensee which break down and are not moved by the Licensee in a timely manner may be towed by the City at the Licensee's expense;

(d) Licensee must attend to its vehicles at all times when such vehicles are on the roadways of the Airport, and unattended vehicles may be towed by the City at the Licensee's expense;

(e) All drivers of Licensee's vehicles shall be properly licensed and must be familiar with Airport roads and rules and those of its routes; and

(f) Licensee's vehicles are subject to inspection by the City's Department of Environment and other governmental entities as required by applicable law.

Section 2.13 - Licensee's Trade Name. Unless otherwise approved by the Commissioner in writing, Licensee must conduct business in the Premises only in Licensee's Trade Name, as defined in Article 1.

Section 2.14 - Management.

(a) **Personnel.** Licensee must maintain a full time professional staff during the Term of this Agreement having sufficient size, expertise and experience to manage the concession operations and to serve as a liaison with the Commissioner. The Commissioner reserves the right to object to the key management personnel responsible for the day-to-day operation of the Premises.

(b) **General Manager.** Without limiting the generality of subsection (a) of this section, Licensee must designate a "General Manager" experienced in management and supervision who has sufficient authority and responsibility to administer and manage the concession operations. The General Manager (or authorized representative) must be immediately available on the days and at the times that Licensee is provide ground transportation services from the Airport. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in his sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Licensee's obligations.

(c) **Staffing.** All employees of Licensee that are stationed at the Airport must wear Airport identification badges issued by the Commissioner, and all other employees must wear an identification badge issued by Licensee. All employees of Licensee must be courteous and helpful to the public at all times, whether or not on duty.

(d) **Salaries.** Salaries of all employees of Licensee and its Subcontractors performing services under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll

deductions as are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Licensee must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection (d), and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements of them.

Section 2.15 - Management Responsibilities.

(a) In its capacity as Licensee under this Agreement, and not as an agent of the City, Licensee must manage the concession operations and the Premises in accordance with this Agreement, in furtherance of which Licensee must, among other things:

(1) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of its concession operations and the Premises;

(2) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(3) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Licensee from any governmental authority or any Subcontractor with respect to the Licensee's vehicles, its operations, the Premises or any Subcontract.

(4) Licensee shall respond in writing to complaints registered by the police department at the Airport with respect to violations of traffic regulations committed in the course of Licensee's business by Licensee's agents, employees, invitees and licensees, setting forth such action as has been taken or is immediately contemplated to remedy said violations.

(b) If Licensee fails to timely answer and furnish the requisite copies to the Commissioner, Licensee acknowledges that the City may suffer loss of good will and other harm the value of which is difficult to determine, and thus the Commissioner may assess as liquidated damages against Licensee, and not as a penalty, an amount not to exceed \$ 200 per day per breach of this section 2.15.

ARTICLE 3

TERM

Section 3.1 - Term of License. (a) The Term shall be from the Commencement Date until the Expiration Date, or earlier termination as provided for hereunder. The Commissioner, by providing written notice(s) to the Licensee, may extend the License for up to two additional periods, each period not to exceed 5 years, under the same terms and conditions as in this License. However, Licensee may preclude an extension of the Term if Licensee notifies the Commissioner in writing pursuant to the notice provisions of this License of its objection within 10 days of receiving notice from the City of its intent to extend this License. Unless the Commissioner receives such written objection within the stated time period, the proposed extension will be deemed approved without any need for further notice by the City.

(b) Licensee may enjoy such license only if Licensee holds valid certificates of public convenience and necessity from the Illinois Commerce Commission and only to the extent that Licensee remains authorized under applicable law to provide the pick-up and drop-off of passengers services described in this Agreement; provided, however, if such certificates of public convenience and necessity are not required in the future then the City may terminate this license by giving 30 days' prior notice to Licensee.

Section 3.2 - Operation after Term. Licensee must vacate the Premises and cease its operations at the Airport as described hereunder upon the expiration or termination of this License. If the Commissioner notifies Licensee to continue to operate beyond the expiration of this License, the term will be deemed automatically extended for a period of 30 days. That 30 day period will be deemed extended for another 30 day period, and such 30 day extensions will continue, until the Commissioner sends written notice to the Licensee stating that the License is not be extended for any additional 30 day period. Subject to the last sentence of this Section 3.2, Licensee shall pay Fees during the extension periods on the same terms and conditions as in this Agreement; the Minimum Guarantee Fee for any extension period shall be calculated in accordance with Section 4.3 based on Gross Revenues for the License Year immediately preceding the 30 day extension period. Subject to Section 15.10 of this Agreement, any holding over with the consent of the City in writing shall thereafter constitute a month to month agreement on the same terms and conditions as the License, including payment of the Fees, or at such other rate of Fees as to which City notifies Licensee prior to or after such holding over.

Section 3.3 - Return of the Premises. At the termination or expiration of this License, Licensee shall return the Premises in good condition and repair and Licensee shall remove all personal property and trade fixtures of Licensee from such portion of the Premises prior to the date of termination. Further, at the City's request, Licensee shall also remove all improvements installed by or for Licensee prior to or within ten (10) days after the termination of the License or

Licensee shall repair any damage to the Premises caused by Licensee's removal of the personal property, trade fixtures and Improvements. All such removal and repair required of Licensee pursuant to this Section shall be at Licensee's sole cost and expense. If Licensee fails to remove any items required to be removed by it hereunder or fails to repair any resulting damage prior to or within ten (10) days after termination of the License, then the City may remove said items, including the improvements, and repair any resulting damage and Licensee shall pay the cost of any such removal and repair, together with interest thereon at the Default Rate from and after the date such costs were incurred until receipt of full payment therefor. Licensee shall also furnish to the City (if not previously delivered), and the City shall have the right to use, a full set of the "as-built" plans and specifications for all improvements, and all reports prepared for Licensee on the condition of the Premises.

Section 3.4 - Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Licensee's personal property located on the Premises, as security for non-payment of any Fees due.

ARTICLE 4

FEES

Section 4.1 - Place of Payment. Licensee shall pay Fees as set forth below without set-off, deduction or discount, except as otherwise provided herein, in lawful money of the United States, to City at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Licensee by written notice. Payment of Fees is independent of every other covenant and obligation in this License. The City shall not be obligated to bill Licensee for any Fees. Payment by Licensee to the City of compensation pursuant to this License shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes, or franchise fees which Licensee may now or in the future be obligated to pay to the City.

Section 4.2 - Base Fee. Licensee shall pay Base Fee for the Premises during the Term. Base Fee shall be payable in monthly installments in advance equal to one twelfth (1/12) of the applicable yearly amount, on the Commencement Date and on the first day of each calendar month; provided, however, if the Commencement Date is not the first day of any calendar month or the Expiration Date is not the last day of any calendar month, the monthly installment of Base Fee for such month shall be adjusted ratably (based on the number of days of such month within the Term).

Section 4.3 - Minimum Guarantee Fee and Percentage Fee. Licensee shall pay a Concession Fee as hereinafter provided:

(a) With respect to each License Year, Licensee shall pay to the City an amount ("Concession Fee") equal to the greater of (i) ten percent (10%) of Gross Revenues ("Percentage Fee") for each License Year or (ii) the Minimum Guarantee Fee for that License Year. The Minimum Guarantee Fee for the first License Year shall be forty-five thousand dollars (\$45,000). The Minimum Guarantee Fee for each License Year thereafter shall be the greater of (i) \$45,000 or (ii) eighty percent (80%) of the amount of the Concession Fee due to the City from Licensee for the previous License Year. The Minimum Guarantee Fee shall be adjusted prorata (based upon the number of days in the year falling within the Term) for a Partial License Year, and for early termination of this Agreement pursuant to Sections 11.1. On the Commencement Date and on the first day of each calendar month during the Term, Licensee shall pay the City monthly installments in advance equal to one-twelfth (1/12) of the Minimum Guarantee Fee applicable for the License Year in which such month falls. If, however, (i) the Commencement Date does not fall on the first day of the month, or if the Expiration Date falls on a date other than the last day of a calendar month, the monthly installment of Minimum Guarantee Fee for such month shall be adjusted prorata (based on the number of days of such month within the Term), or (ii) a calendar month falls in more than one License Year, then the monthly installment of the Minimum Guarantee Fee payable for such month shall be the sum of (A) a monthly installment of Minimum Guarantee Fee applicable to the expiring License Year prorated for the number of days in such calendar month falling in that License Year, and (B) a monthly installment of Minimum Guarantee Fee for the new License Year prorated for the number of days in such calendar month falling within that License Year. If Minimum Guarantee Fee is not determined at the time a payment is required, then Licensee shall continue to pay installments at the rate last payable until the actual amount is determined, at which time (i) Licensee shall pay any excess Minimum Guarantee Fee owed (but in no event later than ten (10) days after the City's request), or Licensee shall be entitled to a credit against next Minimum Guarantee Fee owed in the amount of any excess paid, and (ii) the monthly installment shall be readjusted to be one-twelfth (1/12) of the actual Minimum Guarantee Fee.

(b) On or before the twentieth (20th) day of each calendar month during the Term (other than the month in which the Commencement Date falls) and on or before the twentieth (20th) day of the calendar month immediately following the expiration or other termination of the License, Licensee shall pay to the City the amount, if any, by which the (i) Percentage Fee as calculated under Section 4.3(a) above attributable to Gross Revenues for the period from and after the commencement of the License Year through and including the last day of the immediately preceding calendar month exceeds (ii) the sum of the installments of Minimum Guarantee Fee paid for such period. If a License Year ends on a date other than the last day of a calendar month, and Gross Revenues are not calculated separately for that portion of the month falling in that License Year, then Gross Revenues for the calendar month shall be prorated and included in Gross Revenues

for each of the License Years in which such calendar month falls based on the number of days in such month falling within the particular License Year. If the annual statement of Gross Revenues required pursuant to Section 4.3(c) hereof shows that additional Concession Fee is owed, because the Concession Fee attributable to the License Year or Partial License Year to which the statement of Gross Revenues applies exceeds the amount of all payments theretofore made by Licensee to the City in respect of the License Year or Partial License Year, then Licensee shall pay the balance of the Concession Fee owed to the City concurrently with the submission of said annual statement of Gross Revenues. If the annual statement of Gross Revenues shows that Licensee has overpaid the Concession Fee, it may offset any overpayment against the next payments of Concession Fee owed; any amount remaining at the end of the Term, subject to the other terms and conditions of this License, shall be refunded by the City.

(c) Licensee shall furnish to the Comptroller of the City and the Department on or before the twentieth (20th) day of each calendar month of each License Year a complete statement in a form acceptable to the City, certified by Licensee, including at a minimum: the amount of Gross Revenues made during the prior calendar month on a daily basis from passengers exiting each Airport, the number of passengers Licensee transports from each Airport each day during the calendar month, baggage revenue each day of the calendar month, and a description of the type and amount of any other Gross Revenues for the calendar month; provided, however, with respect to the month in which the Commencement Date falls, Licensee may furnish such report of Gross Revenues at the time its next monthly report is due. Licensee also agrees that it will furnish to City no later than ninety-five (95) days after the end of each Tax Year or Partial Tax Year, and within ninety-five (95) days after the expiration or termination of this License, a complete statement of Gross Revenues certified by an independent certified public accountant employed by Licensee, showing in all reasonable detail the amount of Gross Revenues during the preceding Tax Year or Partial Tax Year and copies of all returns and other information filed with respect to Illinois sales and use taxes. Said annual statement shall include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by Omega Airport Shuttle, Inc., for the year ended _____ relating to its operations at the O'Hare International Airport pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ _____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

All such reports and statements shall be prepared on a form approved by the City and shall, among other things, provide a breakdown of the Gross Revenues by type of service rendered (passenger transportation and package/luggage transportation) and an analysis of all Fees due and payable to the City with respect to the period in question. Licensee shall require all subtenants, franchisees and any other persons operating pursuant to this License to furnish similar statements for business performed arising out of this License. In the event Licensee shall fail to timely furnish to the City any monthly or annual statement required under this License or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the City shall have the right (but shall not be obligated) without notice, to conduct an audit of Licensee's books and records and to prepare such statements at Licensee's expense. Moreover, in the event Licensee fails to timely furnish any monthly or annual statement or fails to make available its books and records, the City shall have the right to estimate the Gross Revenues.

(d) Licensee shall prepare and maintain at an office in Chicago, Illinois or its corporate headquarters (if approved by the City) full, complete and proper books, records and accounts in accordance with generally accepted accounting principles, of the Gross Revenues, both for cash and on credit, and of the operations of any franchisee or subtenant and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Licensee.

(i) The books and source documents to be kept by Licensee shall include, without limitation, true copies of all Federal, State and local tax returns and reports, copies of rental agreements, and daily receipts from all transactions conducted by Licensee, franchisees and any other persons conducting business as a result of this License, detailed original records of any exclusions or deductions from Gross Revenues, sales tax records and such other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Licensee's revenues. Licensee shall, or shall cause each franchisee or any other persons conducting business as a result of this License to, record at the time of each transaction, all receipts from such sale or other transaction, whether for cash, credit or otherwise. Licensee shall at all times use such cash registers, invoicing machines, sales slips and other accounting equipment

and devices and forms as are reasonably necessary to record properly, accurately and completely all transactions involving Gross Revenues. Said books, records and accounts, including any sales tax reports that Licensee or any subtenant may be required to furnish to any government or governmental agency, shall be retained and at all reasonable times be open to the inspection (including the making of copies or extracts) of the City, the City's auditor or other authorized representative or agent for a period of at least three (3) years after the expiration of each License Year.

- (ii) The acceptance by the City of payments of Fees shall be without prejudice to the City's right to an examination of the Licensee's and books and records of Gross Revenues in order to verify the amount of Gross Revenues.
- (iii) After providing Licensee as the case may be, at least twenty-four (24) hours prior verbal notice, the City may inspect the books and records of Licensee and any subtenant or other person doing business as a result of this License or require Licensee to furnish the City copies of extracts of such books and records. Further, at its option, the City may at any reasonable time, upon no less than ten (10) days' prior written notice to Licensee, cause a complete audit to be made of Licensee's or any subtenant's entire records relating to the License for the period covered by any statement issued by the Licensee as above set forth. If such audit shall disclose that Licensee's statement of Gross Revenues is understated to the extent of two percent (2%) or more, Licensee shall promptly pay to the City the cost of said audit in addition to the deficiency (and interest thereon at the Default Rate), which deficiency shall be payable whatever its amount. In addition to the foregoing, and in addition to all other remedies available to the City, if Licensee or the City's auditor shall schedule a date for an audit of Licensee's records and Licensee shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, Licensee shall pay all costs and expenses associated with the scheduled audit.

(e) The City may, in its sole discretion, and if Licensee so requests, consent to Licensee's transmission of its monthly (but not annual) sales reports electronically, and to maintain its books and records in computerized form, provided that it is convenient and possible and that:

- (i) As to reports of Gross Revenues, (A) monthly reports are transmitted by disc or modem transmission to the City's data center, in either case in a manner compatible with the City's computer system and approved in writing by the City, and (B) print copies of such reports are furnished to the City within 30 days after request (which request may be made at any time within one year after the electronic reports are furnished by Licensee to the City); and
- (ii) As to books and records, (A) Licensee's computerized books and records provide the same level of information as the print books and records described above, are retained for the full record retention period provided for herein, and are made accessible for the City's inspection on request, and (B) print copies of any of such books and records are made available to the City's agents who are engaged in inspecting Licensee's books and records, as provided herein, promptly upon request.

Consent by Lessor to either electronic transmission of Gross Revenues reports or computerized record keeping, once given, may be revoked by the City on prior written notice to Licensee.

Section 4.4 - Interest on Overdue Amounts. Fees and any additional charges not paid when due shall bear interest at the Default Rate from the time such are due.

Section 4.5 - Security Deposit.

(a) As additional security for the faithful and prompt performance of Licensee's obligations hereunder, Licensee shall deliver the Security Deposit to City simultaneously with the execution of this License, to be held and applied by the City for the purpose of: curing any Event of Default; paying any amounts owed by Licensee to City pursuant to this License or any amount which the City may spend or be obligated to spend as a result of Licensee's default; or to compensate the City for any other damages as a result of Licensee's default. Licensee shall, at the commencement of each License Year, increase the amount of the Security Deposit (based on the definition of the Security Deposit), if Base Fee or Minimum Guarantee Fee (if any) has increased. In the event that City applies any portion of the Security Deposit for such purpose, Licensee shall within fifteen (15) days after written demand therefor deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount, and Licensee's failure to do so shall be a material breach of this License. The Security Deposit shall not be deemed an advance payment of Fees or a measure of City's damages for any breach of the terms of this License by Licensee. Licensee may not elect to apply any portion of the

Security Deposit toward the payment of Fees or other charges payable by Licensee hereunder. City shall not be required to segregate the Security Deposit from Airport funds and Licensee shall not be entitled to interest on the Security Deposit. If Licensee shall fully and faithfully perform every provision of this License to be performed by it, the Security Deposit or any balance thereof shall be returned to Licensee within ninety (90) days after the expiration of the Term and Licensee's vacation of the Premises.

(b) The Security Deposit may be in the form of a letter of credit in the form attached as Exhibit E or other form acceptable to the City. If Licensee delivers a letter of credit as the Security Deposit, then the first such letter of credit shall expire no earlier than twelve (12) months after issuance and all subsequent replacement letters of credit shall expire no earlier than twelve (12) months from the expiry date of the then outstanding and expiring letter of credit. Licensee shall ensure that at all times during the Term of this License, and for ninety (90) days after expiration of the Term (or any holdover period), an unexpired letter of credit in the face amount of the Security Deposit or cash in the amount of the Security Deposit shall be in the possession of the City. Licensee shall deliver each replacement letter of credit to the City no later than thirty (30) days prior to the expiry date of then outstanding and expiring letter of credit. Failure by Licensee to deliver any replacement letter of credit as required above shall entitle the City to draw under the outstanding letter of credit and to retain the entire proceeds thereof for application as the Security Deposit under this License. Each letter of credit shall be for the benefit of the City and its successors and assigns, shall be expressly assignable, and shall entitle the City or its successors or assigns to draw from time to time under the letter of credit in portions or in whole upon presentation of a sight draft.

If an Event of Default by Licensee exists with respect to any provision of this License, including, but not limited to, the provisions relating to the payment of Fees, the City may draw under the letter of credit in part or in whole and use, apply or retain all or any part of the proceeds thereof as if a cash Security Deposit.

Any letter of credit delivered by Licensee shall be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with a letter of credit from an acceptable financial institution.

(c) Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and that have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order

Licensee to immediately close some or all of the Premises unless the Letter of Credit is in place and effective.

(d) Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit in accordance with the requirements set forth in this section.

(e) No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Licensee from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Licensee under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

(f) Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Licensee to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Licensee to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section 4.5.

Section 4.6 - Taxes. Licensee must timely pay, as and when due, any and all taxes (including, but not limited to, "leasehold" taxes), assessments and charges levied, assessed or imposed upon this Agreement, the Premises or Licensee's business or upon Licensee's personal property and all license fees, permit fees and charges of a similar nature for the conduct by Licensee of any business or undertaking in the Premises. Licensee must provide the Commissioner with copies of all notices relating to the taxes within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of the taxes when due. Nothing in this Agreement precludes Licensee from contesting the charge or tax, including those taxes or charges enacted or promulgated by City.

ARTICLE 5

CONSTRUCTION, MAINTENANCE AND REPAIR

Section 5.1 - Americans With Disabilities Act. Within thirty (30) days after the Commencement Date, Licensee shall, at its sole cost and expense, make such modifications and improvements to the Premises as may be necessary for the Premises to comply with the

Americans with Disabilities Act of 1990, as hereafter amended from time to time, and regulations promulgated thereunder.

Section 5.2 - **Improvements**. Licensee may not without the prior written approval of the applicable City authorities, including but not limited to the City's Department of Buildings and the Commissioner: (i) construct or install in the Premises any improvements or equipment, and any additions thereto; and (ii) display signage. Any construction or improvements shall commence only after Licensee obtains any requisite building or construction licenses or permits as may be required by federal, state or local laws or regulations. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), a proposed schedule and evidence of insurance coverages required by Article 7 shall be submitted to and received by the City prior to the issuance of written approval from the City and before commencement of construction. Licensee shall require the Contractor to furnish a performance and payment bond in form and substance acceptable to City. City's approval shall be absolute and may be withheld in its sole discretion, but City's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. Where appropriate, the professionals shall be properly licensed and insured to perform their work. During any construction or installation of such other improvements, City shall have the right at all times to have inspectors or other representatives of the City at the site to review and inspect all such work. Notwithstanding said right of review and inspection of the City, City shall in no way be deemed responsible for any such work not being completed in accordance with approved plans and specifications or applicable laws, codes, statutes, rules or regulations.

Any work performed in connection with such improvements at the direction of Licensee, even though performed by contractors, shall be the responsibility of Licensee. During any construction by Licensee, Licensee shall be solely responsible for the support, maintenance, safety and protection of the facilities of the City, and for the safety and protection of all persons or employees and of all property therein. All work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the City, with the Airport design and construction standards and any other applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations, and with the legal requirements set forth in Articles 6 and 8 hereof. Licensee shall also comply with the additional legal requirements set forth in Exhibit B. Once work is completed, Licensee shall furnish "as-built" plans to City.

Section 5.3 - **Maintenance and Repair**.

(a) Licensee must provide all cleaning and janitorial services to the Premises. Licensee must clean, maintain and repair (including replacements, where necessary) the Premises in first-class condition and repair during the entire term of this Agreement. Without limiting the foregoing, Licensee must maintain utility lines to the Premises as follows: (i) where the utility lines, including gas, electrical, telephone, hot and cold

water, fire sprinkler, gas, and sewer serve the Premises, Licensee must maintain those branch lines and facilities that are located within the Premises; and (ii) where the utility lines are solely for the use of the Premises, Licensee is obligated to maintain the utility lines from the Premises up to the main entry point to the Airport terminals. Alternatively, the City may maintain the lines and charge Licensee the reasonable cost of the maintenance. Licensee must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Premises. To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern.

(b) City's Right to Perform Licensee's Maintenance Obligations.

(i) If Licensee fails to perform its maintenance obligations required under this section within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, perform or cause the performance of any obligation required of Licensee under this section in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question (without limiting the right of any other City department or agency to enforce City ordinances or regulations). Inaction of the Commissioner never constitutes a waiver of any right accruing to his under this Agreement nor do the provisions of this subsection or any exercise by the Commissioner of his rights under this Agreement cure any Event of Default. Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

(ii) All sums paid by the City under the provisions of this section and all necessary and incidental costs, expenses and reasonable attorneys' fees incurred in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Licensee, are deemed further Additional Fees under this Agreement and are payable to the City within 10 days following receipt of written demand therefor or, at the option of the Commissioner, may be added to any Fee then due or later becoming due under this Agreement, and Licensee covenants to pay any such sum or sums with interest at the Default Rate.

As to any repairs and replacements Licensee also shall, in connection therewith, comply with the requirements of Section 5.2 above.

(c) Licensee must keep the curbside at which it is operating in a clean and orderly condition.

Section 5.4 - Signs. Any signs installed by Licensee on the Premises shall be limited to the purpose of identifying Licensee and not for advertising; provided, however, that the Commissioner may require the Licensee to post signs providing information about other ground transportation services. The number, general type, size, design and location of such signs shall be subject to the prior written approval of the City.

Section 5.5 - Covenant Against Liens. No party shall have any right to file any liens against the Premises or any other property of City, and Licensee shall keep the Premises and the buildings, improvements and facilities constructed thereon free and clear of liens or claims of liens in any way arising out of the construction, improvement or use thereof by Licensee. In the event of an attempt to file a lien against the Premises as a result of any act or omission of Licensee, Licensee shall promptly take such steps as are necessary to release such claim or attempted lien from the Premises.

Section 5.6 - Ownership of Improvements. The City shall own all improvements and betterments hereinafter made to the Premises.

ARTICLE 6

COMPLIANCE WITH ALL LAWS

Section 6.1 - Applicable Laws. Without limiting the provisions of Article 2 of this License, Licensee shall, at its sole cost and expense, comply, and shall cause its contractors and their respective agents and employees to comply, with all applicable laws, including without limitation, the following:

(a) Non-Discrimination:

(i) Federal Requirements:

- (A) It shall be an unlawful employment practice for Licensee to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

- (B) Licensee shall comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Licensee shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. Part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and FAA Circular No. 150/5100XXV; and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements:

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, and all rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750, App. A; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq. Ill. Rev. Stat.; and all other applicable state statutes, regulations and other laws.

(iii) City Requirements:

Licensee shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Code, and all other applicable City ordinances and rules. Further, Licensee shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

(b) Prevailing Wage:

- (i) Licensee shall comply with 820 ILCS 130/0.01 et seq., as it may be amended (the "Prevailing Wage Act"), so long as the Prevailing Wage Act is in effect, in order to ensure that such persons covered by the Prevailing Wage Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. The present prevailing rates are attached hereto as Exhibit D. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor

revises such prevailing wage rates, the revised rates shall apply to all such contracts.

- (ii) The term "general prevailing hourly rate," when used in this License means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public work.

(c) Non-Collusion, Bribery of a Public Officer or Employee:

Licensee shall comply with the Code, Section 2-92-320, as follows:

- (i) No person or business entity shall be awarded a contract or subcontract if that person or business entity:
 - (A) Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that office's or employee's official capacity; or
 - (B) Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or
 - (C) Has made an admission of guilt of such conduct described in (A) or (B) above which is a matter of record but has not been prosecuted for such conduct.
- (ii) For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.
- (iii) Ineligibility under this section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Purchasing Agent under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of "affiliated agency," and a detailed description of the conditions which

would permit the Purchasing Agent to reduce, suspend, or waive the period of ineligibility.

(d) Chapter 2-56 of the Code Office of Inspector General:

- (i) It shall be the duty of Licensee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Licensee understands and will abide by all provisions of Chapter 2-56 of the Code.
- (ii) All contracts shall inform contractors of this provision and require understanding and compliance herewith.

(e) Governmental Ethics Ordinance: Licensee shall comply with Chapter 2-156 of the Code, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(f) Section 2-92-380 of the Code: The Licensee hereby warrants and covenants that it has no debts or outstanding parking violation complaints as defined in Section 2-92-380 of the Code.

(g) American with Disabilities Act: Any and all transportation services provided by the Licensee and its franchisees shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: American with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 et seq. and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, Licensee shall comply with the standard providing greater accessibility.

(h) MacBride Principles Ordinance:

- (i) The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.

- (ii) In accordance with Section 2-92-580 of the Code, if Licensee conducts any business operations, it shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

(i) **Certification:** Licensee shall complete the appropriate subsection for State Tax Delinquencies and acknowledge all other representations in the Disclosure Affidavit in the form provided by the City, which certifies that Licensee, its agents, employees, officers and any contractors a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal code; b) do not owe any debts to the State of Illinois, in accordance with Section 11-42.1-1 of the Illinois Municipal code and c) are not presently debarred or suspended as defined in subsection D, Certification Regarding Suspension and Disbarment of the Disclosure Affidavit in Part One of the Contract Documents.

(j) **Disclosure of Ownership:** Pursuant to Code sections 2-92-010, 2-92-020, 2-92-030 and 2-154(e), Licensee shall be required to complete Section I, Disclosure of Ownership Interests in the Disclosure Affidavit.

(k) **Resident Preference:**

If pursuant to this Agreement, Licensee is to perform construction ("Work") with an estimated contract value of \$100,000 or more, Licensee and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago (1990) ("Municipal Code"), as amended from time to time concerning the minimum percentage of total worker hours performed by actual residents of the City. (At least 50% of the total worker hours worked by persons on the site of the Work must be performed by actual residents of the City). In addition to complying with this percentage, Licensee and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Licensee may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Licensee and each Subcontractor (for purposes of this

subsection 6.1(k) "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Each Employer must provide full access to its employment records to the Purchasing Agent, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When the Work is completed, in the event that the City has determined that Licensee has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Licensee to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Licensee and/or the Subcontractors to prosecution. The City may draw against the Security Deposit

any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

Licensee must cause or require the provisions of this subsection 6.1(k) to be included in all construction Subcontracts related to the Work.

(l) **Motor Carriers:** Licensee shall abide by all laws applicable to carriers of passengers, including but not limited to the Federal Motor Carrier Safety Act and other applicable laws contained in Title 49 of the Code of Federal Regulations.

(m) Licensee must not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws, and, with respect to the release, use, treatment, or disposal of any such hazardous substances. Licensee must not use or allow the Premises to be used for the storage of any such hazardous substances, except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the concession operations, all of which must be stored in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the Premises to the City free from the presence and contamination of any hazardous substances.

(n) **Business Relationships with Elected Officials:** Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or

her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

Section 6.2 - Conflicts of Interest.

(a) Licensee represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with this License has any personal interests, direct or indirect, in this License or in Licensee.

(b) Licensee covenants that (i) no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with this License shall acquire any personal, financial or economic interest, direct or indirect, in Licensee or this License, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or employee of the City of Chicago shall be admitted to any share or part of this License or any financial benefit to arise from it.

Section 6.3 - DBE Compliance.

(a) The City is committed to enhancing the opportunities of disadvantaged businesses. Accordingly, Licensee must act in accordance with the Special Conditions Regarding Disadvantaged Business Enterprise Commitment (in connection with Airport Business Opportunities) and executed schedules that are attached to this Agreement as Exhibit 3, as amended from time to time. The City will use reasonable efforts to notify Licensee of such amended Special Conditions Regarding Disadvantaged Business Enterprise Commitment within a reasonable period after such amendments become effective. Such amendments will amend Exhibit 3 upon notice to Licensee. To be

counted towards Licensee's commitment to DBE participation under this Agreement, DBEs must be and remain certified as DBEs in accordance with applicable laws.

(b) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F, as amended from time to time. Licensee must not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concessions agreement covered by 49 C.F.R. Part 23, Subpart F. Licensee must include the above statements in any subsequent contracts that it enters into with Subcontractors and cause those businesses to similarly include the statements in further agreements, where appropriate and when required by law.

ARTICLE 7

INDEMNITY, INSURANCE, DAMAGE OR DESTRUCTION

Section 7.1 - Indemnification.

(a) Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("Anti-Indemnity Act"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) the contamination by any hazardous material (as the term may be described in any applicable Environmental Laws) or otherwise;
- (iii) any infringement or violation of any property right (including any patent, trademark, or copyright);
- (iv) failure to pay or perform or cause to be paid or performed Licensee's covenants and obligations as and when required under this Agreement or otherwise to pay or perform its obligations to any Subcontractor;
- (v) the Commissioner's exercise of her rights and remedies under section 10.2;
- (vi) injuries to or death of any employee of Licensee or any Subcontractor any worker's compensation statute; and

A. INSURANCE TO BE PROVIDED

(vii) taxes and assessments levied or assessed on the Premises, or which arise out of Licensee's concession operations, or which arise by reason of Licensee's occupancy of the Premises.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Licensee, its employees, agents, sublicensees, and Subcontractors.

(c) At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. No settlement may be made without the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City or in any way involves the Airport.

(d) To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Licensee that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et seq* or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Licensee to indemnify the City for its own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, under the Illinois Pension Code or any other statute.

(e) The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Licensee beyond the Term. Licensee acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Licensee's duties under this Agreement, including the insurance and Security Deposit requirements under this Section 7.1.

Section 7.2 - Insurance

The Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Licensee shall be required to maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Licensee shall be required to maintain limits of not less than \$2,000,000 with the same terms herein.

4) Property

Licensee must maintain all-risk property insurance for the Premises including improvements and betterments, in the amount of their full replacement cost. The City of Chicago is to be named as an additional insured and loss payee.

The Licensee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools, and supplies), owned, rented or used by Licensee.

Licensee is responsible for all physical damage losses to vehicles.

B. OTHER REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Aviation, O'Hare International Airport, P.O. Box 66142, Chicago, IL 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Licensee.

The Licensee agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Licensee must require all Subcontractors to provide the insurance required herein, or Licensee may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement.

If Licensee or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 7.3 - Damage and Destruction.

(a) In the event a portion of the Premises or a terminal at the Airport shall be substantially damaged or destroyed, then either the City or the Licensee may delete the affected portion of the Premises by giving notice to the other at any time no later than ninety (90) days after the date of such damage or destruction.

(b) If any improvements to the Premises are not diligently repaired by Licensee where required, then the City shall be entitled to all insurance proceeds payable on account of improvements in such space.

ARTICLE 8

AIRPORT MATTERS

Section 8.1 - Rules and Regulations. Licensee shall observe and obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City, county, state or federal authorities and, in particular, Licensee agrees at all times to comply with any master security plan and procedures for the Airport as may be established by the Commissioner or the City from time to time. In emergency cases City shall deliver to Licensee such emergency rules and regulations as promptly as practical.

Upon request, City shall provide Licensee with copies of City's current Airport rules and regulations applicable to Licensee. Except in cases of emergency, subsequent rules and regulations promulgated by City shall be applicable to Licensee fifteen (15) days after notice of the adoption thereof.

Section 8.2 - Other Legal Requirements. Licensee shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the FAA, which shall include, but not be limited to, the following:

(a) Nothing herein shall be construed to grant or authorize the granting of an exclusive right to conduct any business and the City reserves the right to grant to others the privileges of conducting any activities at the Airport, including those contemplated hereunder.

(b) This License involves the use of or access to space on, over or under real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Licensee, 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 (i) 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; (ii) 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 (iii) that Licensee shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation.

(c) Licensee agrees to furnish services in the United States in compliance with Federal law and 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 the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 8.3 - Airport Agreements. Licensee's use and occupancy of the Premises shall be and remain subject to (a) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements, and (b) any use agreement heretofore or hereafter executed by the City with airlines operating at the Airport, and any ordinance or indenture, or both, authorizing bond anticipation notes adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airport and securing such obligations by a pledge of revenues or net revenues of the Airport and any ordinance or indenture supplemental thereto, which shall also include any master indenture. Licensee further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

Section 8.4 - Airport Security, Badging and Vehicles.

(a) This Agreement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Licensee must comply, and must cause its Subcontractors, guests, and invitees to comply, with all such rules

and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's airports which may be promulgated from time to time by the Commissioner.

(b) If, in the performance of this Agreement, any employee of Licensee or any Subcontractor has (i) unescorted access or regular escorted access to aircraft located on or at the City's airport; (ii) unescorted access or regular escorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, then that employee is subject to such employment investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as the FAA, the Transportation Security Administration (the "TSA"), and the City may consider necessary. All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the airport. They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of Transportation Security and the Commissioner.

(c) All vehicles and equipment must be kept within the work areas established for that work shift unless traveling to or from the project site. Under no circumstances may vehicles or equipment be parked outside these areas. At no time may any vehicles be parked or operate within 131 feet of the centerline of any operational taxiway segment or within 257 feet of the centerline of any operational runway during any work shift. At no time may any vehicles or equipment be parked within 160 feet of the centerline of an operational taxiway segment or within 400 feet of the centerline of an operational runway (object free area) during periods other than the work shifts.

(d) Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Licensee will be jointly liable for any fines imposed for violation of rules and regulations by its employees and those of its Subcontractors, guests, and invitees.

Section 8.5 - Regulating the Airport; Airport Operations. City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion. City reserves the right, but shall not be obligated to Licensee, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. City shall not have any obligation to continue to operate the Airport or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airport or any means of access to or within the Airport in whole or part.

ARTICLE 9

EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained in this License shall impair the right of City in the exercise of its governmental functions including, without limitation, the right to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

ARTICLE 10

DEFAULT AND TERMINATION

Section 10.1 - **Event of Default**. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) Any material misrepresentation made by Licensee to the City in the inducement to or in the performance of this Agreement.

(b) A failure by Licensee to make any payment in full when due under this Agreement and failure to cure the default within 5 days after the City gives written notice of the non-payment to Licensee. Licensee's failure to make any such payment within 5 days after the written notice more than 3 times in any License Year constitutes an Event of Default without the necessity of the City giving notice of it to Licensee or any opportunity to cure it.

(c) Failure by Licensee to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Licensee contained in this Agreement and the failure to cure the default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after delivery of written notice of the failure. But, if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Licensee will have the additional time, not in any event to exceed 45 days, to cure the failure, provided however that such additional period shall not apply (i) to a default that creates or presents danger to persons or property or materially adversely affects the City's interest in the operation of the Airport or (ii) if the nature of the default is one for which the City (or any official, representative, employee or agent) may be subject to fine or imprisonment. (The provisions of this subsection 10.1(c), however, do not apply to breaches of those provisions of this Agreement that provide for different cure periods or those that do not allow a right to cure; those different cure periods or the disallowance of the cure periods take precedence over the provisions of this subsection 10.1(c)).

(d) A failure by Licensee to promptly and fully perform any obligation or duty, or to comply with any restriction, of Licensee contained in this Agreement concerning assignment or transfer, whether directly or indirectly, of Licensee's rights or interests in this Agreement.

(e) A failure by Licensee to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the default within 2 days following oral or written notice of the failure from the Commissioner; or, if the noncompliance is non-material, the failure to remedy the non-compliance within 20 days after the City gives written notice to Licensee.

(f) Licensee's failure to continuously conduct its business at the Airport or if any permit allowing it to do business in the City is revoked.

(g) Licensee fails to maintain all licenses, certificates and permits required by law for the operation of the ground transportation services described herein, including, but not limited to, applicable licenses and certificates of public convenience and necessity required by the Illinois Commerce Commission.

(h) Licensee fails to maintain the hours of operation and counter hours in accordance with the provisions of Section 2.8.

(i) The material default of Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period. In case of an Event of Default under this Agreement the City also may declare a default under any such agreements.

(j) Licensee does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:

- (i) becomes insolvent, as the term is defined under section 101 of the Bankruptcy Code as amended from time to time; or
- (ii) fails to pay its debts generally as they mature; or
- (iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or
- (iv) makes a general assignment for the benefit of creditors, or
- (v) files a voluntary petition in bankruptcy or a petition or answer seeking an

arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

(k) An order for relief is entered by or against Licensee or its guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

(l) Licensee is dissolved.

(m) A violation of law that results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the judgment of Commissioner, the performance of this Agreement in accordance with its terms.

(n) If Licensee shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental agency within the required time period or the Illinois Commerce Commission revokes Licensee's authority to operate.

(o) Licensee's failure to comply with the DBE requirements set forth in this Agreement.

(p) Licensee's failure to comply with the AVI System requirements set forth in Section 2.10(b).

(q) Licensee's failure to comply with Section 6.1.

(r) Licensee's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Commissioner indicate a willful or reckless disregard for City laws and regulations.

Section 10.2 - Remedies.

(a) If an Event of Default occurs, in addition to any other remedies provided for in this Agreement, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

(i) Terminate this Agreement (including, but not limited to, the license to pick-up and drop-off passengers within areas of the Airport) and exclude Licensee from the Premises. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void on the date specified in the notice, to be no less than 5 days after the date of the notice, without any right on the part of Licensee after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Licensee under this Agreement, wholly ceases and expires and becomes void in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term.

(ii) Recover all Fees, including Additional Fees and other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term calculated as provided in this Agreement or, if not fixed, as reasonably estimated. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term must be discounted to present value at the Prime Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

(iii) At any time after the occurrence of any Event of Default, whether or not the license under this Agreement has been terminated, reenter and repossess the Premises and any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-license all or any part of the Premises. The City, however, is not required to accept any licensee proposed by Licensee or to observe any instruction given the City about such a re-license. The failure of the City to re-license the Premises or any part or parts of it

does not release or affect Licensee's liability under this Agreement nor is the City liable for failure to re-license. Reentry or taking possession of the Premises does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Licensee.

Even if the City re-licenses without termination, the Commissioner may at any time after that elect to terminate this Agreement for any previous breach and default. For the purpose of re-licensing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Licensee as Additional Fees under this Agreement. Any sums collected by the City from any new licensee obtained on account of Licensee will be credited against the balance of the Fees due under this Agreement. Licensee must pay the City monthly, on the days when payments of Fees would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new licensee, if any.

Licensee, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Premises or to have a continuance of this Agreement for the Term; as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

(iv) To exercise the remedy of self-help and to enter upon the Premises, distrain upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Licensee or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Licensee's officers, to conduct a private sale, by auction or sealed bid without restriction. Licensee waives the benefit of all laws, whether now in force or later enacted, exempting any of Licensee's property on the Premises or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

(v) To seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

(vi) To seek and obtain money damages, including special, exemplary, incidental and consequential damages.

(vii) To deem Licensee non-responsible in future contracts or concessions to be awarded by the City.

(viii) To accept the assignment of any and all Subcontracts, and to require Licensee to terminate a Subcontractor that is causing breaches of this Agreement.

(ix) To declare Licensee to be in default under any other contract or agreement between the City and Licensee or an Affiliate of Licensee and to exercise any and all remedies available to the City under them.

(b) All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Premises deprives the City of any of its remedies against Licensee for Fees, Additional Fees or other amounts due or for damages for the Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

(c) The City's waiver of any one right or remedy provided the City in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any default or violation of any of the terms, covenants or conditions of this Agreement will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default. Licensee has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

(d) Neither this Agreement nor any rights or privileges under this Agreement are an asset of Licensee or any third party claiming by or through Licensee or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

Section 10.3 - Other Provisions.

(a) If City exercises the remedies provided for in Section 10.2(a) above, Licensee shall surrender possession and vacate the Premises or appropriate portion thereof immediately and deliver possession thereof to City, and Licensee hereby grants to City full and free license to enter into and upon the Premises in such event and take complete and peaceful possession of the Premises, with or without process of law, to expel or remove Licensee and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing City's right to any fees or any other right given to City hereunder or by operation of law.

(b) All property removed from the Premises by City pursuant to any provisions of this License or by law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of Licensee, and City shall in no event be responsible for the value, preservation or safekeeping thereof. Licensee shall pay City, upon demand, any and all expenses incurred by City in such removal and storage charges against such property so long as the same shall be in City's possession or under City's control. All property not removed from the Premises or retaken from storage by Licensee within forty-five (45) days after the end of the Term, however terminated, shall, if the City so elects, be conclusively deemed to have been forever abandoned by Licensee.

(c) Licensee shall pay all of City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Licensee's obligations under this License.

(d) No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Licensee shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions. No failure by City to timely bill Licensee for any rentals, fees or charges of any kind shall in any way affect or diminish Licensee's obligation to pay said amounts. The acceptance of Fees, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Licensee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this License. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE 11**SPECIAL RIGHTS OF LICENSEE AND THE CITY**

Section 11.1 - **Termination by Licensee**. Licensee may terminate this License and all of its obligations hereunder, so long as there are no other restrictions on Licensee's ability to terminate this License contained in any other document or instrument related to the Premises or the operation thereof, upon or within ten (10) days after the happening and during the continuance of any one of the following events (none of which, however, shall result in any liability to the City or provide Licensee with any remedy other than an option to terminate as set forth herein):

(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 prevent Licensee's conduct of its business at the Airport and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least six (6) months; or

(b) The substantial restriction of City's operation of the Airport by action of any governmental agency or department and continuance thereof for a period of not less than six (6) months, provided such restriction materially adversely affects all of Licensee's operations at the Airport.

Any termination by Licensee pursuant to this Section 11.1 shall not occur unless the Licensee notifies the City of its election to terminate at least thirty (30) days prior to such termination together with a statement of the grounds for termination. If Licensee does not give such notice during the period that any of the above events is occurring, then Licensee's right to terminate this License as provided in this Article 11 shall not be available to Licensee until another happening of any one of said events.

Section 11.2 - **City's Reserved Rights**. All rights not expressly granted to Licensee herein are reserved by the City, including, without limitation, the rights set forth below, each of which the City may exercise with notice to Licensee and without liability to Licensee for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Licensee's use or possession of or license to the Premises; the City's exercise does not give rise to any claim, including for set-off or abatement of Fees; and the City's exercise also does not relieve Licensee of any obligation to pay all Fees when due. The rights include the right:

(a) to, at any time after notice to Licensee, adjust the frequency and curbside dwell time of Licensee's vehicles, and to regulate the number and type of vehicles in operation to further the efficient utilization of the Airport's facilities;

(b) to exhibit the Premises at reasonable hours for inspection or providing of services or for other reasonable purposes, upon the giving of reasonable notice, and to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time after Licensee vacates or abandons the Premises;

(c) to maintain, replace, repair, alter, construct or reconstruct existing and future utility, mechanical, electrical and other systems or portions thereof on the Airport, including without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, and telephone service, including all related lines, pipes, mains, wires, conduits and equipment;

(d) To install, affix and maintain any and all signs on the exterior and on the interior of the terminals at the Airport;

(e) To decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the terminals at the Airport, or any part of them, and for such purposes to enter upon the Premises, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the terminals at the Airport, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Licensee's obligations under this Agreement, so long as the Premises are reasonably accessible and usable;

(f) To require Licensee to furnish the City door keys for the entry doors of the Premises, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Premises, but the keys must at all times be kept under adequate and appropriate security by the Commissioner. Licensee must purchase only from the City additional duplicate keys as required, may not change locks, and may not affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the City's access to the Premises, Licensee releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Licensee's right to possession of the Premises, Licensee must return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Premises;

(g) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the terminals at the Airport so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the terminals at the Airport and the Premises only at the times and in the manner as the Commissioner directs in writing. Licensee must not install or operate machinery or any mechanical devices of a nature not directly related to Licensee's ordinary use of the Premises without the prior written consent of the Commissioner. Movements of Licensee's property into or out the terminals at the Airport or the Premises and within the terminals at the Airport are entirely at the risk and responsibility of Licensee, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the terminals at the Airport or the Premises;

(h) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the terminals at the Airport and the Premises;

(i) To regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and to designate the times within which, and the locations at which, deliveries may be made to or by Licensee;

(j) To show the Premises to prospective licensees and sublicensees at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy;

(k) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Premises at reasonable locations;

(l) To enter the Premises for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and to exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Licensee and with an opportunity for Licensee to have an employee or agent present;

(m) To grant to any person the right to conduct any business or render any service in or to the terminals at the Airport;

(n) To promulgate from time to time rules and regulations regarding the operations at the Airport;

(o) If Licensee is required to perform any sprinkler work, City reserves the right to perform the Work and charge the Licensee for the cost of the sprinkler work and specify charges as Additional Fees under the Agreement or to approve Licensee's proposed sprinkler contractor, at the City's sole option; and

(p) to exercise such other rights as may be granted the City elsewhere in this License.

All such rights in this Section 11.2 shall be exercisable without notice (except as expressly provided in this Section) and without liability to Licensee for damage or injury to property, person or business, and without giving rise to any claim for setoff or abatement of Fees or affecting any of Licensee's obligations under this License. Notices under this Section 11.2 may be given verbally in an emergency or where entry does not materially affect Licensee's use and occupancy. Reasonable notice shall in no event require more than twenty-four (24) hours' notice.

Section 11.3 - Additional Services.

The Commissioner reserves the right to require the Licensee to maintain Premises and provide services at other terminals that may be constructed at the Airport under the same terms and conditions of this Agreement. On the date the Licensee receives the new Premises the Base Fee shall be increased accordingly and Exhibit A revised to reflect such additional Premises pursuant to an amendment to this Agreement; the Minimum Guarantee Fee shall not be affected by such additions.

Section 11.4 - City's Right to Perform Licensee's Obligation. If Licensee shall fail to maintain any insurance required to be paid by it under the terms hereof, or in an emergency situation or upon occurrence of an Event of Default, the City may (but shall not be obligated so to do), and without waiving or releasing Licensee from any obligation of Licensee hereunder, make any payment or perform any other act which Licensee is obligated to make or perform under this License in such manner and to such extent as the City may deem desirable; and in so doing the City shall also have the right to enter upon the Premises for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by the City, together with interest thereon at the Default Rate shall be deemed Additional Fees hereunder and shall be payable

to the City upon demand as Additional Fees. The performance of any such obligation by the City shall not constitute a waiver of Licensee's default in failing to perform the same. Inaction of the City shall never be considered as a waiver of any right accruing to it pursuant to this License. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Licensee or any other occupant of the Premises or any part thereof, by reason of exercise of its rights under this Section 11.4.

Section 11.5 - **Confidentiality**. (a) Unless expressly agreed otherwise by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared by or provided to Licensee in connection with this Agreement (collectively, "Project Data") are property of the City and are confidential. Licensee agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Licensee's employees and Subcontractors. Licensee acknowledges that Project Data may contain information vital to the security of the airport. If Licensee fails to comply with this section, Licensee is liable for the reasonable costs of actions taken by the City, the airlines, the FAA, or the TSA, that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.

(b) Except as authorized in writing by the Commissioner, Licensee must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain.

(c) If Licensee is presented with a subpoena or a request by an administrative agency regarding any Project Data which may be in Licensee's possession by reason of this Agreement, Licensee must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before any Project Data are submitted to the court, administrative agency, or other third party. Licensee, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

ARTICLE 12

CONDEMNATION

Section 12.1 - Condemnation. If the whole or any part of any terminal, the Airport or the Premises shall be taken by any competent authority right of eminent domain, Licensee shall not be entitled to any part of any award that may be made for such taking nor to any damages and shall assign any award which it receives to the City. In the event of a partial taking of the Premises, the Base Fee shall be reduced as of the date of such taking based on the portions of the Base Fee attributable to the space taken. If any eminent domain proceeding shall be instituted in which it is sought to take any part of the Airport, the taking of which would, in the good faith judgment of the City or Licensee, render it impractical or undesirable to conduct ground transportation operations for the intended purposes, the City and Licensee shall each have the right to terminate this License upon not less than ninety (90) days' written notice to the other prior to the date of termination designated in said notice. In the event of termination of this License pursuant to either of the preceding sentences, the Fee accrued to the termination date shall be payable to the date of termination.

Section 12.2 - Eminent Domain. Nothing in this License or the existence of this License shall be construed to restrict or in anyway interfere with the exercise of eminent domain by the City of Chicago.

ARTICLE 13

SUBCONTRACTS AND ASSIGNMENT

Section 13.1 - Subcontracts and Assignments.

(a) The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

(b) Limits on Licensee's subcontracting and assignment:

(i) Licensee may not sell, assign, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the Premises, the Term, or otherwise permit any third party to use the Premises, without prior consent by the City Council, which consent may be given or denied in the City Council's sole and absolute discretion. Consent by the City Council does not relieve Licensee from obtaining further consent from the City Council for any subsequent Transfer.

(ii) Except as provided in Section 13.1(b)(iii), any transaction involving a change of any ownership interest in Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Licensee, or any merger or consolidation of Licensee (individually and collectively, "Change in Ownership"), is subject to the consent of: (a) City Council if the Change in Ownership involves a 100% Change in Ownership of Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), or (b) the Commissioner if the Change in Ownership involves less than a 100% Change in Ownership of Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), in the sole discretion of the City Council or the Commissioner, as applicable. Consent by the City to any such Change in Ownership does not relieve Licensee from obtaining further consent from the City for any subsequent Change in Ownership of any nature.

(iii) A Change in Ownership involving the Transfer of an ownership interest in the Licensee from one or more of the individuals identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee to either:

(A) one or more of the individuals identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee or

(B) an individual who is not prohibited from having an interest in a City contract and who would otherwise receive an ownership interest in the Licensee pursuant to a court order relating to the death, disability or change in marital status of an individual identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee,

will be deemed to have been approved by the Commissioner if that proposed Transfer is not disapproved within 60 days of the Commissioner's receiving notice from Licensee of such proposed Transfer.

(iv) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Licensee of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Licensee or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Licensee's request by the Commissioner or by the City Council.

(v) Notwithstanding any permitted Transfer by Licensee of any rights under this Agreement, Licensee remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of all or any portion of the Premises or assignment of all or any portion of the Term, where the fees reserved in the sublicense or assignment exceed the Fees or pro rata portion of the Fees, as the case may be, for the Premises, Licensee must pay the City monthly, as Additional Fees, at the same time as the monthly installments of other Fees under this Agreement that are payable in monthly installments, the excess of the fees reserved in the sublicense or assignment over the Fees reserved in this Agreement applicable to the sublicensed or assigned space.

(vi) Any or all of the requests by Licensee for consents under this Section 13.1 must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must

completely disclose any and all monetary considerations paid to Licensee in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole and absolute discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Licensee that, notwithstanding the proposed Transfer or Change in Ownership, Licensee remains fully and completely liable for all obligations of Licensee under this Agreement.

(vii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the compensation due under this Agreement from any transferee of Licensee and in that event will apply the net amount collected to the amounts payable by Licensee under this Agreement without, by doing so, releasing Licensee from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Licensee and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(viii) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Licensee and are payable to the City as Additional Fees.

(c) The provisions of this Agreement, to the extent applicable, are deemed a part of any contract between Licensee and a Subcontractor.

(d) Licensee assigns to the City all of Licensee's right, title and interest in and to each and every sublicense, and each and every Subcontract with a Subcontractor, now or later executed by Licensee in connection with the Premises or any part of it, provided such assignments will only become effective upon notice from the City to Licensee and its sublicensees and Subcontractors. The preceding sentence does not apply to Subcontracts and sublicenses relating to the operation of vehicles. In connection with the assignment, Licensee must deliver all originally executed sublicenses and Subcontracts to the Commissioner. If so requested by the Commissioner, Licensee must execute UCC financing statements or a separate, recordable instrument of assignment for the purpose of perfecting or confirming the assignment and the security interest created under it. Any such assignment will become operative and effective only:

- (1) when and if the City accepts the assignment by giving written notice to Licensee; and
- (2) either this Agreement and the Term of this Agreement or Licensee's right to possession under this Agreement are terminated under the terms and conditions of this Agreement; or
- (3) in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
- (4) if an Event of Default exists.

(e) At the time, if any, that the assignment becomes effective as provided above, the sublicensees or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a Sublicensee or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, or agents.

Section 13.2 - Excess Payment. If pursuant to Section 13.1(b) above Licensee shall assign this License to another party, notwithstanding City's consent, for compensation in excess of the Base Fee or pro rata portion thereof due and payable by Licensee under this License, then Licensee shall pay to City as Additional Fees (i) in the case of an assignment or other transfer, one-half of any such excess fees or other monetary consideration immediately upon receipt thereof, or (ii) in the case of a sublicense, (a) on the first day of each month during the term of any sublicense, one-half of the excess of all fees and other consideration due from the sublicensee for such month over the Base Fee then payable to City pursuant to this License for said month, and (b) immediately upon receipt thereof, one-half of any other consideration realized by Licensee from such subletting, it being agreed, however, that City shall not be responsible for any deficiency if Licensee shall transfer, assign or sublicense for compensation less than that provided herein.

ARTICLE 14**HAZARDOUS SUBSTANCES**

Licensee shall not use, bring, store, or dispose of any hazardous (as the term may be described in any applicable Environmental Laws) or toxic substance or materials in the provision of services pursuant to this License.

ARTICLE 15**SPECIAL PROVISIONS**

Section 15.1 - **Notices; Consents**. All consents and approvals shall be in writing (except as otherwise provided herein). All notices and other communications in connection with this License shall be in writing and be sent by registered or certified mail, postage prepaid, addressed as follows:

- (a) to the City to the attention of the following:

Commissioner of Aviation
Department of Aviation
Chicago-O'Hare International Airport
Terminal 2-Mezzanine Level
P.O. Box 66142
Chicago, IL 60666
with copies to:

Deputy Commissioner of Ground Transportation
Chicago-O'Hare International Airport
Terminal 5
P.O. Box 66142
Chicago, IL 60666.

and

Corporation Counsel
City of Chicago
City Hall
121 N. LaSalle Street, Room 600
Chicago, IL 60602

(b) To Licensee:

Omega Airport Shuttle, Inc.
836 East 87th Street
Chicago, Illinois 60619
Attention: _____

with copies to:

or such other persons or addresses as either party may designate from time to time by notice to the other, and shall be deemed given when delivered personally or three (3) business days after mailing.

Section 15.2 - Severability. If any provision of this License shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this License shall not affect the remaining portions of this License or any part thereof.

Section 15.3 - **General Interpretation.** Any headings of this License are for convenience of reference only and do not define or limit the provisions thereof. In this License, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this License. All section references, unless otherwise expressly indicated, are to sections in this License. Words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words importing gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicates. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this License.

Section 15.4 - **Successors and Assigns.** All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Article 13 above, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 15.5 - **Choice of Law.** This License shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 15.6 - **Counterparts.** This License has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 15.7 - **Submission to Jurisdiction: Subpoena.** The Licensee hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this License. Both parties agree that service of process on the other party may be made, either by registered or certified mail addressed as provided for in Section 15.1 of this License, or by personal delivery on any officer, director or managing or general agent of the Licensee or on the Commissioner. If Licensee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in its possession by reason of this License, Licensee shall immediately give notice to the Corporation Counsel. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided; however, that Licensee shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 15.8 - No Partnership, Joint Venture or Third Party Benefit. By entering into this License, City shall in no way be deemed a partner or joint venturer with Licensee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this License.

Section 15.9 - No Brokers. Licensee represents and warrants to the City that it has dealt with no broker, finder or agent with respect to this License or the Premises and agrees to indemnify, defend and hold harmless the City from any commissions or finder's fees which any entity or person claiming through or by the actions of said party may assert is due as a result of the execution of this License or the licensing of the Premises to Licensee.

Section 15.10 - City's Approval; Commissioner Authority. Whenever City's approval or consent is required under this License, City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this License provides that an act is to be taken or performed or approval or consent given by City, such act may be taken or performed or approval or consent may be given by the Commissioner without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either: (1) an extension of the Term, except under Section 3.2; (2) a change in the Fees as provided in Article 4 other than a change resulting from a change in size of the Premises pursuant to Sections 2.3 or 11.3; (3) expansion of the Premises, other than changes in the boundaries as provided in Section 2.3 or 11.3; or (4) consent to or approval of a sublicense of the entire Premises or assignment of the License by Licensee.

Section 15.11 - Incorporation of Exhibits. Exhibits A through G attached hereto are incorporated herein as if set forth fully at each reference to any Exhibit herein.

Section 15.12 - Authority to Execute License.

(a) City. Execution of this License by City is authorized by Ordinance passed by the City Council of the City of Chicago on _____ (C.J.P., pp. _____).

(b) Licensee. Licensee shall, upon the execution and delivery of this License by Licensee, deliver to City the following instruments and documents:

(i) Certificates of insurance as provided for under this License;

- (ii) Certificates of Good Standing issued by the State of Illinois and the state of incorporation of Licensee and bearing a current date;
- (iii) Corporate Resolutions authorizing Licensee's execution and delivery of this License and performance of Licensee's obligations under this License;
- (iv) Evidence of permits and registrations required under the License, including without limitation certificates of authority from the Illinois Commerce Commission;
- (v) Disclosure Affidavit required under Article 6 of the License; and
- (vi) Security Deposit.

Section 15.13 - **Limitation of Liability**. Licensee (and any person claiming by or through Licensee) shall look solely to legally available Airport discretionary funds from time to time for enforcement of any liability of the City under this License, and not any other funds or assets of the City whatsoever.

Section 15.14 - **Estoppel Certificate**. Licensee agrees that from time to time upon not less than twenty-one (21) days' prior request by the City, Licensee will execute an estoppel certificate certifying as to matters concerning the status of this License and the parties' performance hereunder, including, but not limited to, the following matters: that this License is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any Fees and other charges have been paid and the amount of the most recent Fees paid; that the City is not in default under any provision of this License (or the nature of such default, in detail); that Licensee is in occupancy and paying Fees on a current basis with no offsets or claims.

Section 15.15 - **City Smoking Policy**. Licensee shall cooperate and comply with the provisions of laws, ordinances and regulations, as amended from time to time, prohibiting or restricting smoking at the Premises.

Section 15.16 - **Representations and Warranties**. In connection with the execution of this License, Licensee represents and warrants as follows:

(a) It is financially solvent; that it and each of its employees and agents are competent to perform as required under this Agreement; that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois; that Licensee has the full power and is legally authorized to execute and deliver and perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and that Licensee is qualified to do business in the State of Illinois; and

(b) No officer, agent or employee of the City is employed by Licensee or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code or as may be permitted by law; and

(c) Licensee has not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, which person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation; and

(d) Licensee, its Subcontractors, and any of their respective owners holding 7.5% or more beneficial ownership interest, have no outstanding parking violation complaints or debts, as the terms are defined in section 2-92-380 of the Municipal Code, and are not in default at the time of the execution of this Agreement, or deemed by the City or the Comptroller to have, within 5 years immediately preceding the date of this Agreement, been found to be in default under any contract awarded by the City; and

(e) This Agreement is feasible of performance by Licensee in accordance with all of its provisions and requirements; and

(f) No representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions that may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it; and

(g) Licensee, its Subcontractors, and any of their respective owners holding 7.5% or more beneficial ownership interest are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency; and

(h) Licensee holds itself to very high standards of quality and professionalism; and

(i) This Agreement has been duly authorized, executed and delivered by Licensee or its duly authorized representative; and

(j) This Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles; and

(k) All approvals or consents necessary in order for Licensee to execute and deliver this Agreement have been obtained; and

(l) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement: A) conflict with or result in a breach, default or violations of (1) Licensee's organizational documents; (2) any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any license or permit; or (3) any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Licensee is now a party or by which it is bound; or B) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Licensee under the terms of any instrument or agreement; and

(m) There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Licensee's knowledge after due and complete investigation, threatened, challenging the existence or powers of Licensee, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Licensee; and

(n) Neither Licensee, any Affiliate of Licensee, any of their respective owners holding 7.5% or more beneficial ownership interest, nor any of Licensee's directors, officers, members, partners or employees, has any interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement; and

(o) Neither Licensee nor any Affiliate of Licensee has any unpaid debt due and owing the City, and none of them is delinquent in the payment of any taxes due to the City; and

(p) Licensee has a valid current business privilege license to do business in the City, if required by applicable law; and

(q) The representations and warranties contained in this section 15.16 are deemed made as of the Effective Date of this Agreement and are deemed remade and continuing throughout the Term of this Agreement.

Licensee must incorporate all of the provisions set forth in this section 15.16 in all contracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Licensee as to the matters set forth in this Agreement. Licensee must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Licensee must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

Section 15.17 - Time of the Essence. Time is of the essence with respect to this License.

Section 15.18 - No Sales Tax Exemption. Neither Licensee nor any contractor of Licensee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City of Chicago's ownership of fee title to the Premises.

Section 15.19 - License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Premises by virtue of this license or Licensee's use of the Premises pursuant hereto.

ARTICLE 16
FAA REQUIREMENTS

Section 16.1 - As a part of the consideration of this Agreement, Licensee for itself, its heirs, personal representatives, successors in interest, and assigns, must maintain and operate the facilities and services in compliance with all other requirements imposed under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A), if facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits.

Section 16.2 - Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the facilities; (2) in the construction of any improvements on, over, or under the land and the furnishing of services on them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; and (3) Licensee will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A)

Section 16.3 Licensee must furnish service on a fair, equal, and not unjustly discriminatory basis to all users of it, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, BUT Licensee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

Section 16.4 Licensee assures that it will comply with pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates Licensee or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest in them or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the

City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, section 520 - AC 150/5100-15A)

Section 16.5 Licensee will practice nondiscrimination in its activities and will provide DBE participation in the Agreement as required by the City, in order to meet the City's goals, or as required by the FAA in order to obtain an exemption from the prohibition against long-term exclusive leases. (49 C.F.R. Part 23 AC 150/5100-15A)

Section 16.6 Licensee must insert the above 5 provisions in any subagreement by which Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises. (See the documents referenced for the above clauses)

Section 16.7 Nothing contained in this Agreement must 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 the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 section 308(a) - AC 150/5100-16A)

Section 16.8 The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Licensee, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)

Section 16.9 The City reserves the right, but is not obligated to Licensee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Licensee in this regard. (FAA order 5190.6A - AGL-600)

Section 16.10 This Agreement is subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airport. (FAA Order 5190.6A - AGL-600)

Section 16.11 Licensee must comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. (FAA order 5190.6A - AGL-600)

Section 16.12 There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. (FAA Order 5190.6A - ACL-600)

Section 16.13 Licensee, by accepting this License, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises licensed under this Agreement above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the owner serves the right to enter upon the land licensed under this Agreement and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Licensee. (FAA Order 5190.6A - AGL-600)

Section 16.14 Licensee by accepting this License agrees for itself, its successors, and assigns that it will not make use of the Premises in any manner that might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Premises licensed and cause the abatement of the interference at the expense of Licensee. (FAA Order 5190.6A - AGL-600)

Section 16.15 This Agreement and all the provisions of this Agreement are subject to - whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of either Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency. (Surplus Property Act of 1944 - FAA Order 5190-6A - AGL-600)

Section 16.16 It is clearly understood by Licensee that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform. (Assurance 22 FAA Order 5190.6A - AGL-600)

Section 16.17 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Part 23, Subpart F. Licensee will not discriminate against any business owner because of the owner's race, color, origin, or sex in connection with the award or performance of any subcontract covered by 49 C.F.R. Part 23, Subpart F. Licensee also must include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause Subcontractors to similarly include the statements in further subcontracts. (49 C.F.R. Part 23, Subpart F).

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the day and year first above written.

CITY OF CHICAGO

By: _____
Commissioner of Aviation

OMEGA AIRPORT SHUTTLE, INC.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[(Sub)Exhibit "D" referred to in this Lease Agreement with Omega Airport Shuttle, Inc. unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Lease Agreement with Omega Airport Shuttle, Inc. printed on pages 89890 through 89893 of this *Journal*.]

(Sub)Exhibits "B", "C", "E", "F" and "G" referred to in this Lease Agreement with Omega Airport Shuttle, Inc. read as follows:

Exhibit "B".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

Project Procedures.

1. Project Description

Prior to performing any work for improvements to the Premises (a "Project"), Licensee shall provide the City with a written description of the work to be performed, including drawings, plans and specifications, the estimated cost to complete, and the proposed work schedule.

2. Licensee Coordination with City

(a) Licensee shall designate a "Project Manager" who shall manage and coordinate the work. City shall direct all communications regarding the work to the Project Manager.

(b) The City shall designate a "Work Liaison" to represent City in all matters relating to the performance of the work and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this Exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Licensee is notified in writing by the City otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Licensee's work. The City shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Work Liaison shall further assist Licensee in coordinating Licensee's work with other projects and operations at the Airport and in Licensee's contacts with any Federal, State, or local government agencies. If requested, Licensee shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard of Performance

Licensee shall perform, or cause to be performed, all work on the Project with that degree of skill, care and diligence normally exercised by professional performing equivalent work in projects of a scope and magnitude comparable to the work hereunder.

Licensee shall further perform, or cause to be performed, all work hereunder according to those standards for work at the Airport promulgated by DOA, FAA, and any other interested Federal, State, or local governmental units, including without limitation any Airport Design and Construction Standards.

Licensee shall further require its Project Contractors to perform all work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Licensee shall require its Project Contractors to replace all damaged or defective work. Subject to the terms and conditions stated herein, Licensee shall replace or correct such work not so corrected or replaced by any Project Contractor, or shall cause such work to be replaced or corrected by another Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Project Contractors for failure by Project Contractors to comply with the standards of performance imposed upon them in the Project Contracts and hereunder.

In the event Licensee or its Project Contractors fail to comply with the above-referenced standards, Licensee shall perform again, or cause to be performed again, at its own expense, any and all work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the work by City, Licensee shall remain solely and exclusively responsible for the technical accuracy of all of the work, as defined herein and furnished under this License. This provision shall in no way be considered as limiting the rights of City against Licensee or its Project Contractors, either under this License, at law, or in equity.

4. Approval of Project Contractors

Prior to the hiring by Licensee of Project Contractors, Licensee shall submit a list of prequalified contractors to City for review and approval. In addition, City shall have the right (but not the obligation) to review, and approve the form of Licensee's Project Contract with any person or firm hired to act as a Project Contractor in connection with the performance of work. Licensee shall include in its Project Contracts all provisions required by this License, such provisions as may be required by law at the time such Project Contract is awarded and such provisions as may be reasonably requested by City, its Risk Manager, its Purchasing Agent and its legal counsel.

5. Assignment of Project Contracts

All Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this License, City shall have the right to require that Licensee complete the assignment to City of any and all Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Licensee agrees that all such Project Contracts shall further contain a clause which provides that in the case of any Project Contract so assigned, the Project Contractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Project Contract prior to the effective date of such assignment, unless such Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, agents or other Project Contractors.

6. Requirements for Work

(a) Project Planning, Design, and Fabrication Phase:

Licensee shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans, and specifications or review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Licensee under this Paragraph 6(a), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld or delayed. Any conditional approval or disapproval shall be accompanied by an explanation. If Licensee intends to adopt fast track construction procedures, Licensee must still complete each contract package to a reasonable level of detail (including alternate designs selected by Licensee for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Licensee shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Licensee to Provide Information:

Prior to the commencement of any work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the work, Licensee shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airport)

indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of Licensee's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services to, from, through or past operating facilities at the Airport; and (iii) Licensee's initial and updated cost estimates for the work, individually and aggregated.

(c) Installation, Construction, Start-Up and Testing Phase:

- (i) The Work Liaison shall have the right to monitor the work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, Licensee shall submit, or cause to be submitted, to the Work Liaison copies of all

- surveys, soil borings, and field test reports;
- Contracts;
- material certificates and samples;
- approved shop drawings;
- lien waivers, payrolls, and requests for payment by Contractors of any tier;
- progress reports;
- notification of substantial completion of the work;
- maintenance and operations manuals in connection with building systems;
- as-built drawings;
- warranties;
- test and start-up results; and
- any other documents related to the work which may be reasonably requested by City.

- (ii) No change order which materially changes the scope of the work or the Project shall be implemented by Licensee without review and approval by the Work Liaison. Any conditional approval or disapproval shall be accompanied by an explanation.

- (iii) In the event the Work Liaison determines that the work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards. Licensee shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the work has been performed without material variance from the approved cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Licensee, (i) suggest to Licensee that Licensee withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Licensee that it stop work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If Licensee's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Licensee to stop any other work that is at variance with the approved cost, schedule, drawings, plans, and specifications or applicable standards until the affected work is corrected or replaced.

Any work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Licensee, directly or through its Contractors, provided that the Work Liaison has informed Licensee of such variance within ten (10) business days following the performance of such work, unless the variance affects the structural integrity or safety of the Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Licensee of such variance as soon as reasonably practicable. If such work is not corrected or replaced by Licensee within thirty (30) days following notice from the Work Liaison to Licensee, the Work Liaison may cause such work to be corrected or replaced with City's own forces or otherwise at the expense of Licensee, provided that in the event such work cannot be corrected or replaced within said thirty (30) day period, Licensee shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such work.

7. Ownership

City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages for Delay

Licensee agrees and shall cause its Project Contractors to agree that claims for damages or charges for additional costs or fees shall not be made against City by Licensee or Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the work may be extended by Licensee with City approval to reflect the extent of such delay, provided that Licensee shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Licensee shall include a description of the reasons for the delay and the steps to be taken by Licensee and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any Contractor to proceed with its work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Licensee or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Licensee's bad faith, fraud, or direct tortious interference with its Contractors.

9. Performance and Payment Bonds

Licensee shall require each of its Project Contractors performing construction at or related to the Airport to post a performance and payment bond in the value of the construction work to be performed under its Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended and Section 2-92-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Licensee shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

10. Liquidated Damages

If the work is not substantially complete within the time frames set forth in the Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage; and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Licensee, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, applicable at the time the Project Contract is entered into for each calendar day the work is not substantially complete.

11. Protection of FAA Facilities

If trenching, jacking of pipe or casing, excavation for pavements or structures, site grading and vehicular traffic over earth areas will occur over, around and under FAA facilities such as equipment houses, direct buried cables and duct banks, all possible steps must be taken to ensure to insure their integrity throughout the period of construction activity.

The Project Contractor shall notify the City at least 72 hours prior to any excavation in the vicinity of FAA cables or ducts to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction.

12. Protection of Utilities

(a) The Project Contractor shall take suitable care to protect and prevent damage to all utilities from its operations on the Airport.

(b) When performing work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, pole lines or poles, or other utility equipment or structures which are to remain in operation, the Project contractor shall maintain such utility equipment and structures in place at its own expense and shall cooperate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

(c) The Project Contractor shall be responsible for and shall repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and shall leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations. However, it is hereby agreed that any such utility equipment or structures damages as a result of any act, or omission to act, of the Project Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such City department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

13. General Conditions.

Licensee shall conduct any work, or cause such work to be conducted by its contractors, in accordance with those standards for construction operations at the Airport set forth in the City's "General Conditions" dated _____, as may be revised, including without limitation, Articles VI, XIV, XV and XIX.

14. Additional Legal Requirements.

(a) Veterans Preference:

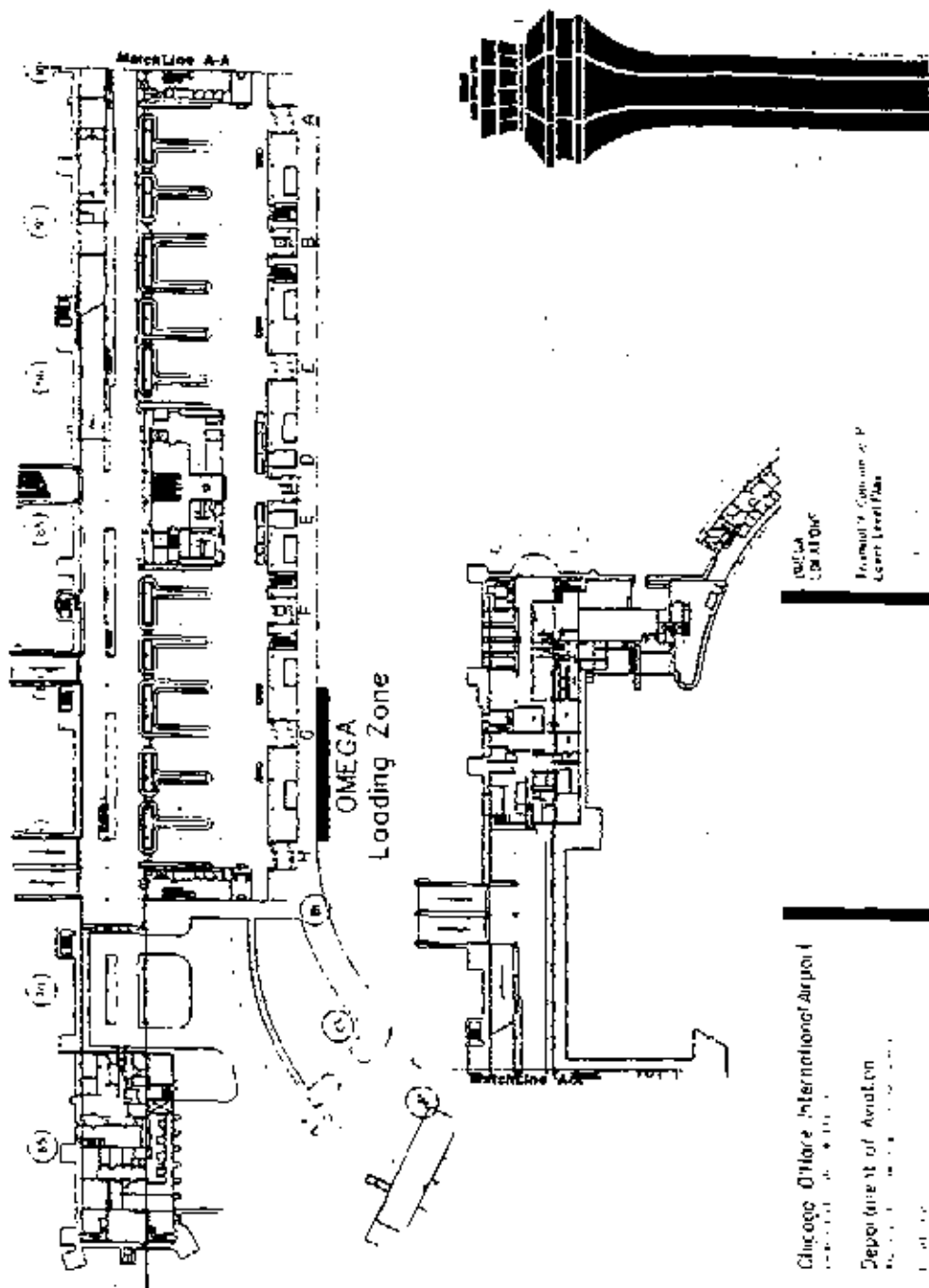
- (i) Licensee shall insure that the following provision is inserted in all contracts entered into with any contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the improvements.
- (ii) Licensee shall comply with the provisions of 330 ILCS 55/0.01 et seq. which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

(b) Steel Products:

- (i) This License shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 5651/1 et seq., as it may be amended from time to time. Steel products used in the improvements shall be manufactured or produced in the United States.
 - (ii) For purposes of this Section, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.
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- (d) Occupational Safety and Health Act, 40 U.S.C. 333; 29 C.F.R. 1926.1.
 - (e) Hazard Communication Standard, 29 C.F.R. Part 1926.58.
 - (f) Illinois Environmental Protection Act, 415 ILCS 5/1.
 - (g) Illinois Public Mechanics' Lien Act, 770 ILCS 60/23 (waiver of liens).
 - (h) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.
 - (i) Public Works Projects Act, 30 ILCS 570/0.01.
 - (j) Deduction from Wages, 820 ILCS 115/9.
 - (k) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

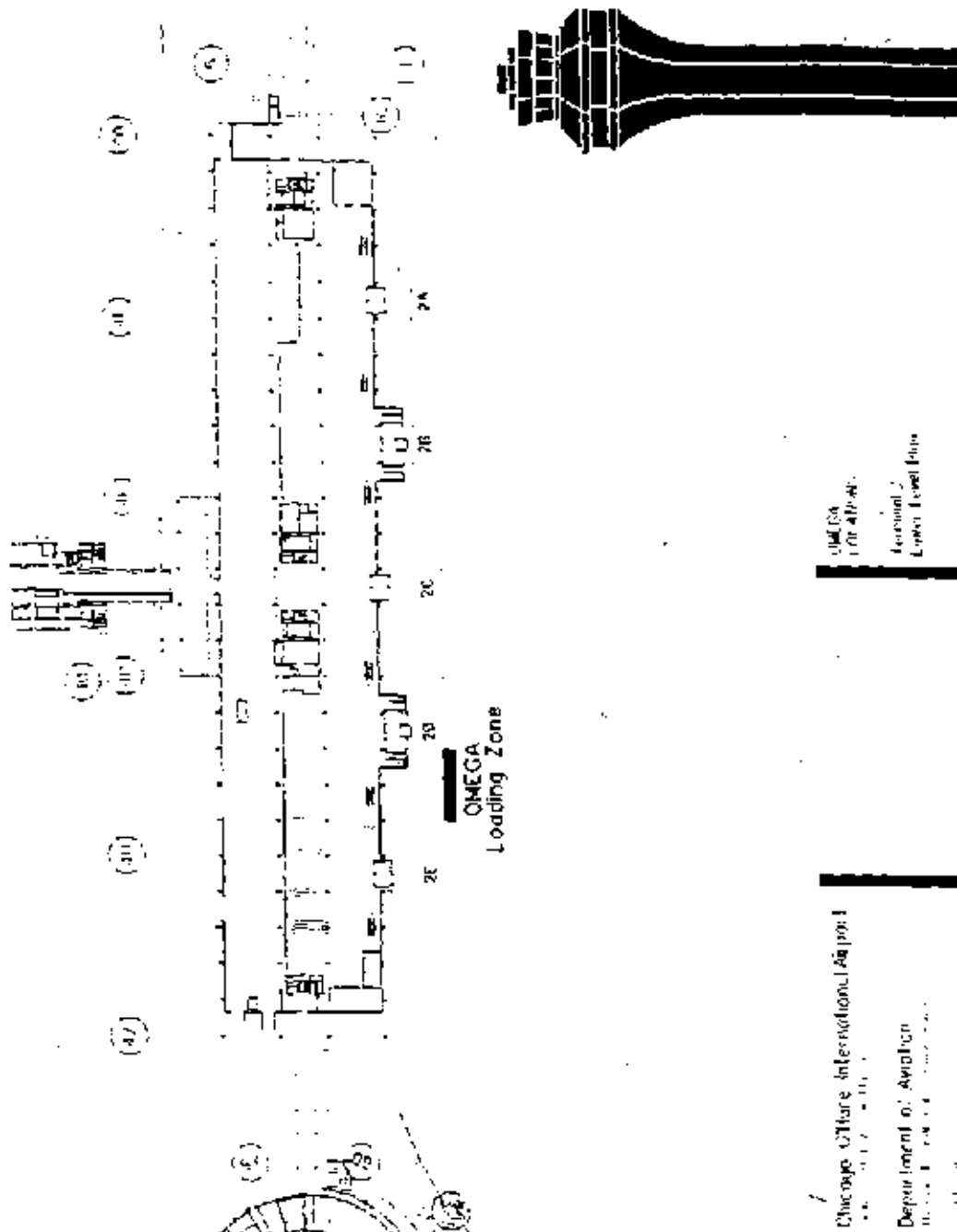
(Sub)Exhibit "A".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

*Terminal 1/Concourse B
Lower Level Plan.*



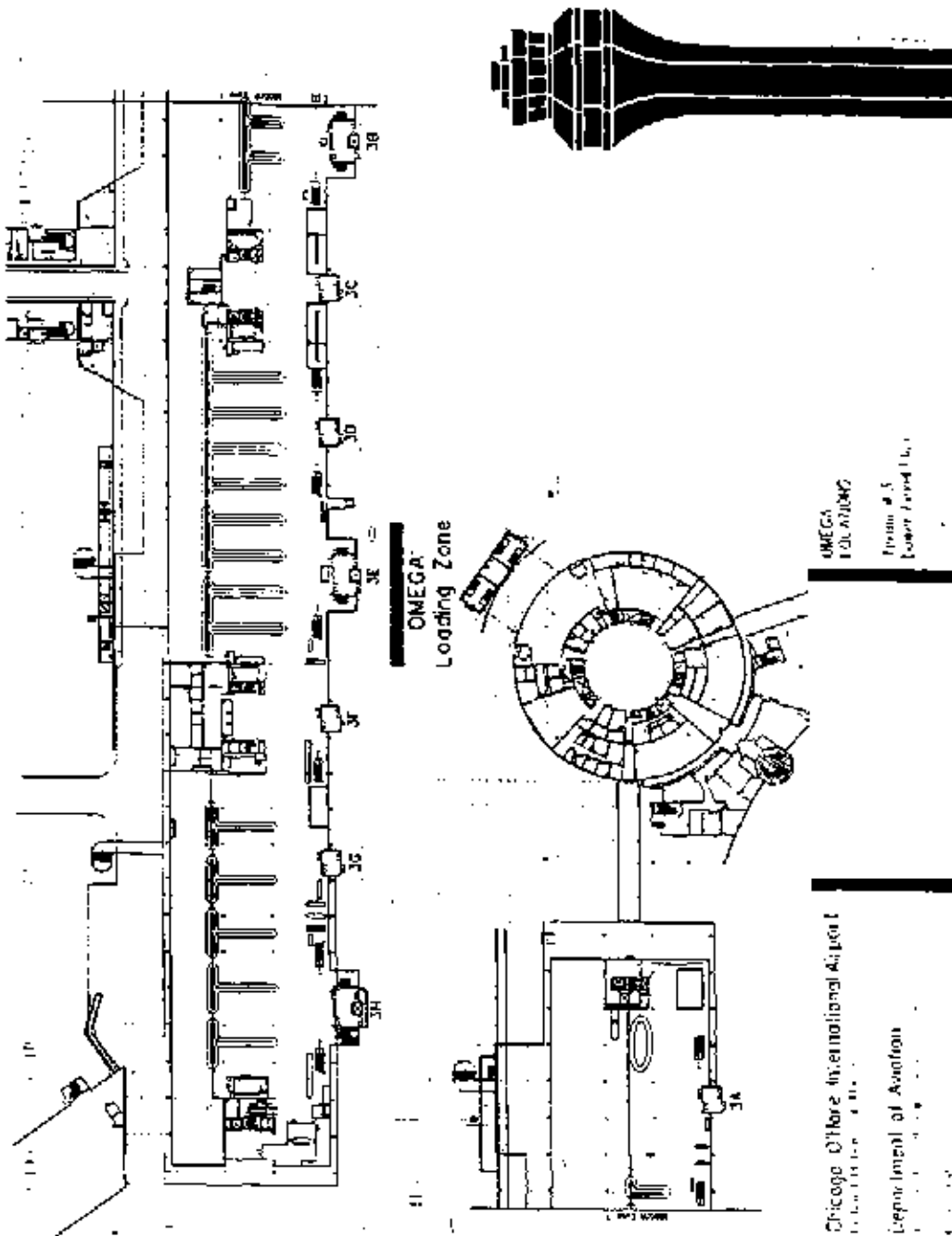
(Sub)Exhibit "A".
 (To Lease Agreement With Omega
 Airport Shuttle, Inc.)

Terminal 2
 Lower Level Plan.



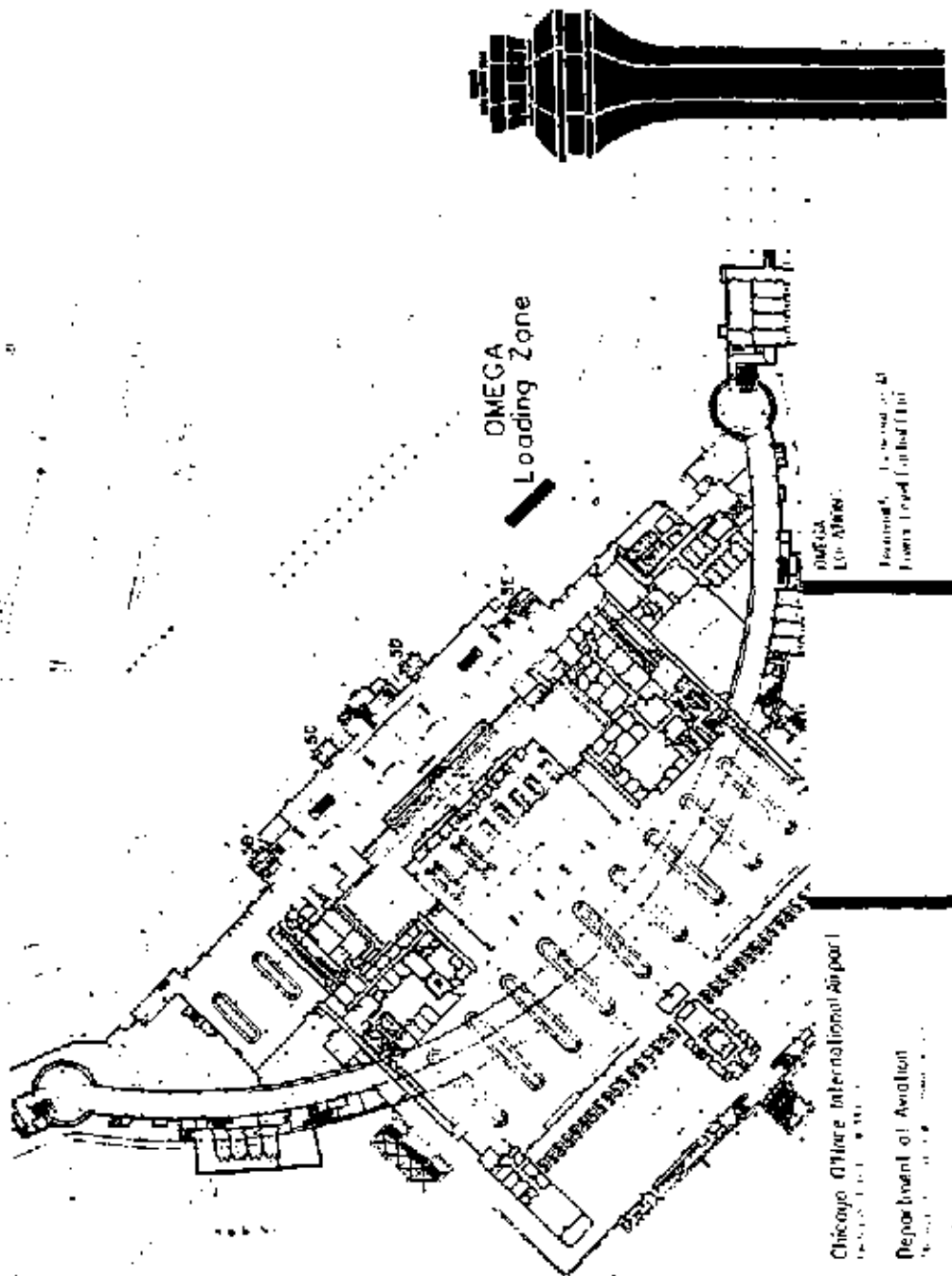
(Sub)Exhibit "A".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

Terminal 3
Lower Level Plan



(Sub)Exhibit "A".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

Terminal 5/Concourse M
Lower Level Partial Plan.



(Sub)Exhibit "C".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

*Special Conditions Regarding Disadvantaged
Business Enterprise Commitment
Airport Concessions.*

I. Policy And Terms.

A. Concession Operation Goal.

It is the policy of the City of Chicago ("City") in accordance with the requirements of 49 C.F.R. Part 23 and 49 C.F.R. Part 26, that Disadvantaged Business Enterprises ("D.B.E.s") have the maximum opportunity to participate fully in the operation of concessions under any concession license agreement entered into with the City in connection with its airports. The City's overall goal for D.B.E. participation in operating its airport concessions (including licenses and sublicenses) ("D.B.E. Concession Goal") is thirty percent (30%), measured by the annual gross receipts derived from airport concession operations from October 1st through September 30th.

B. Supplemental Concession Contracting And Procurement Goal.

In addition to fostering participation of D.B.E.s as concessionaires, the City has a further goal of encouraging concessionaires, whenever practicable, to obtain D.B.E. participation in the amount of thirty percent (30%) of their expenditures for goods, work and services that may be required for the operation of the concessions ("D.B.E. Contracting and Procurement Goal").

C. Concessionaire Commitment.

The City considers a concessionaire's commitments regarding D.B.E. participation proposed in connection with obtaining a concession license agreement with the City (see Part IV, Concessionaire's D.B.E. Proposal, of these Special Conditions) a material inducement to the City to enter the agreement. Further, it is a material condition of any concession license agreement granted by the City that concessionaire carry out its commitments each year during the concession term. Concessionaire's

failure to do in good faith is a material default subject to all available remedies.

D. Effect Of New Regulations/New D.B.E. Regulations.

If in the future the United States Department of Transportation ("D.O.T.") issues new D.B.E. regulations concerning airport concessions, as proposed in the supplemental notice of proposed rulemaking issued September 8, 2000 ("S.N.P.R.M.") or otherwise, concessionaires must comply with the requirements of any revised City Airport Concession D.B.E. Program, D.B.E. Concession Goal and D.B.E.-related regulations that the City may adopt in connection with the applicable federal regulations.

II. General Provisions.

A. Definitions.

1. The definitions set forth in 49 C.F.R. Part 23 and 49 C.F.R. Part 26 are incorporated into these Special Conditions.
2. "Directory" means the Directory of Certified "Disadvantaged Business Enterprises", "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Procurement Services of the City of Chicago. The Directory identifies firms that have been certified as D.B.E.s, and includes both the date of their last certification and the Primary Industry Classification (alternatively referred to as "area of specialty") in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed D.B.E. firms.
3. "Contract Compliance Administrator" means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

B. Joint Venture.

1. Concession Operations Joint Ventures.

Concessionaires may develop joint venture agreements as an instrument to provide participation by D.B.E.s in concessions operations. A joint venture seeking to be credited for D.B.E. participation may be formed among D.B.E. firms or between a D.B.E. firm and a non-D.B.E. firm. Each joint venturer must

separately sign the proposal to and the agreement with the City.

A D.B.E./non-D.B.E. concessionaire joint venture is eligible to be counted toward D.B.E. goals if, and only if, all of the following requirements are satisfied:

- a. the D.B.E. venturer shares in the ownership, control, management responsibilities, risks and profit of the joint venture in proportion with the D.B.E. ownership percentage;
- b. the D.B.E. venturer is responsible for a clearly defined portion of the business operations, in proportion with the D.B.E. ownership percentage;
- c. the D.B.E. venturer must actually perform the business operations (with its own personnel and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture.

Note: Credit for participation by D.B.E.s in a joint venture with non-D.B.E.s does not require a minimum participation of fifty-one percent (51%) in venture ownership and control on the part of the D.B.E.. A junior ownership interest in the venture by the D.B.E. can be credited toward the D.B.E. Concession Goal in a pro rata fashion.

2. Contracting And Procurement Joint Ventures.

D.B.E.s may also participate through joint ventures organized to provide goods and services necessary to the operation of the concession. D.B.E./non-D.B.E. joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to Federal, State and City contract limitations restricting second tier subcontracting.

The Contract Compliance Administrator will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether the requirements for joint ventures have been satisfied. In addition, the Contract Compliance Administrator will consider the record of the joint venturers on other City of Chicago contracts. The decision of the Contract Compliance Administrator regarding the eligibility of the joint venture will be final.

A contracting and procurement joint venture is eligible to be counted toward the D.B.E. Contracting and Procurement Goal if, and only if, all of the following requirements are satisfied.

- a. the D.B.E. venturer shares in the ownership, control, management responsibilities, risks and profits of the joint venture in proportion with the D.B.E. ownership percentage;
- b. the D.B.E. venturer is responsible for a clearly defined portion of work to be performed in proportion with the D.B.E. ownership percentage; and
- c. the D.B.E. venturer must actually perform (with its own forces and equipment) work equal to at least fifty percent (50%) of the value of its ownership of the joint venture. For example, if the D.B.E. is proposed as a twenty-five percent (25%) venturer on a One Million Dollars (\$1,000,000) subcontract for work, the D.B.E. must, in addition to its other joint venture responsibilities, perform work equal to least One Hundred Twenty-five Thousand Dollars (\$125,000) (or fifty percent (50%) of twenty-five percent (25%) of One Million Dollars (\$1,000,000)).

III. Measuring D.B.E. Participation.

A. Counting D.B.E. Participation for the D.B.E. Concession Goal.

D.B.E. participation will be counted toward the D.B.E. Concession Goal on a federal fiscal year basis as follows:

1. D.B.E. Concessionaires.

When a D.B.E. is a concessionaire, once the D.B.E. is determined to be eligible under applicable rules, the gross receipts generated by the D.B.E. from the concession counts towards the D.B.E. Concession Goal.

2. D.B.E./Non-D.B.E. Joint Venture Concessionaires.

When D.B.E. participation is obtained through a joint venture arrangement between a non-D.B.E. and a D.B.E. for the operation of a concession, only that portion of the gross receipts contributed by the commercially useful efforts of the D.B.E. joint venturer

count towards the D.B.E. Concession Goal, but in no case may the percentage contribution attributable to a D.B.E. joint venturer exceed the D.B.E.'s percentage interest in the joint venture. When the Contract Compliance Administrator has reason to doubt the extent of a D.B.E. joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the Contract Compliance Administrator may request evidence to substantiate the D.B.E.'s contribution. Credit toward the D.B.E. Concessions Goal will not be granted when the D.B.E. joint venturer is not participating in the actual operation of the concession, but rather is providing goods or services used by a concessionaire.

3. D.B.E. Subconcessionaires.

When D.B.E. participation is obtained through use of D.B.E. subconcessionaires, the amount of credit toward the D.B.E. Concessions Goal is equal to the gross receipts generated by the subconcession. The D.B.E. subconcession must be independently operated by the D.B.E. as evidenced by the D.B.E.'s responsibility for all aspects of the management and operation of the subconcession.

B. Counting D.B.E. Participation Toward The D.B.E. Contracting And Procurement Goal.

D.B.E. participation will be counted toward the D.B.E. Contracting and Procurement Goal annually in accordance with the standards set forth in 49 C.F.R. Part 26.55, et seq.

1. When a D.B.E. is a contractor for work or services, or a manufacturer or regular dealer of goods or equipment, and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the D.B.E. may be counted toward the D.B.E. Contracting and Procurement Goal, except that a concessionaire may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the D.B.E. joint venture.
2. When a concessionaire contracts out for work, a concessionaire may count toward the D.B.E. Contracting and Procurement Goal only expenditures to firms that perform a commercially useful

function in the work. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine if a firm is performing a commercially useful function, the Contract Compliance Administrator will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Consistent with normal industry practices, a D.B.E. may enter into subcontracts. If a D.B.E. contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of a normal industry practices, the D.B.E. will be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.

3. A concessionaire may count toward the D.B.E. Contracting and Procurement Goal the following expenditures to D.B.E. firms that are not manufacturers or regular dealers:
 - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for operation of the concession, but only if the fee or commission is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, but only if the fee is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - c. The fees or commissions charged for providing any bonds or insurance specifically required under the concession license agreement, but only if the fee or commission is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar service.

IV. Concessionaire's D.B.E. Proposal.

- A. Subject to the provisions of Section I(D) of these Special Conditions, the following schedules and documents constitute the concessionaire's D.B.E. proposal, and represent its commitment to D.B.E. participation in the concession each year throughout the term of the concession. D.B.E. participation toward the D.B.E. Concession Goal and toward the D.B.E. Contracting and Procurement Goals should be stated clearly, distinctly and separately. These schedules and documents must be submitted in accordance with the guidelines stated.

1. Schedule B: Affidavit Of D.B.E./Non-D.B.E. Joint Venture (If The D.B.E. Proposal Includes The Participation Of Any D.B.E. As A Joint Venturer). Attach a copy of the joint venture agreement proposed among the parties.

Schedule B, in conjunction with the joint venture agreement, must clearly evidence that the D.B.E. venturer will be responsible for a clearly defined portion of the work to be performed or the concession to be operated and that the D.B.E. firms's responsibilities are in proportion with their ownership percentage, as described under Section II(B), Joint Ventures. In order to demonstrate the D.B.E. venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services to be performed or concessions to be operated by the D.B.E.'s own forces; (iii) work items, management services to be performed or concessions to be operated under the supervision of the D.B.E. venturer and (iv) the commitment of management, supervisory and operative personnel employed by the D.B.E. to be dedicated to the performance of the project.

Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the D.B.E. venturer to actually perform (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

2. Schedule C: Letter Of Intent To Perform As A Subcontractor, Subconsultant, Or Goods Or Material Supplier. Each Schedule C must accurately detail the work to be performed by the D.B.E. firm and the agreed rates and prices to be paid.

Schedule C, appropriately labeled, should also be used to show intent to perform as a concessionaire or subconcessionaire, with the estimated annual gross receipts attributable to the concessionaire or subconcessionaire.

3. Letter Of Certification. Attach a copy of each proposed D.B.E. firm's current Letter of Certification.

All Letters of Certification issued by the City of Chicago include a statement of the D.B.E. firm's area of specialization. The D.B.E. firm's scope of work, as detailed by its Schedule C, must conform to its stated area of specialization. When a D.B.E. is proposed to perform work or supply goods, materials or services not covered by its area of certification, it must request an extension of its certification prior to its being proposed to perform such work or supply goods, materials or services. The D.B.E. firm's request to expand the scope of its certification, together with all documentation required by the City to process that request, must be received by the City at least thirty (30) calendar days before execution of any agreement with the City.

4. Schedule D: Affidavit Of Prime Contractor Regarding D.B.E.s.

Concessionaires must submit, together with the proposal, a completed Schedule D committing to use each listed D.B.E. firm in connection with the ownership of the concession, in which case estimated annual gross receipts will be listed, and in connection with the acquisition of goods, work and services, in which case anticipated expenditures will be listed. The commitments made by the concessionaire's Schedule D must conform to those presented in the submitted Schedule Cs.

- B. Agreements between a concessionaire and a D.B.E. that promise not to provide subcontracting quotations to other concessionaires are prohibited.
- C. During the period before award, as well as during the term of the concession, the concessionaire must give, upon request, earnest and prompt cooperation to the Contract Compliance Administrator and/or authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed D.B.E. in providing such assistance. A proposal may be treated as non-responsive if the City determines that a concessionaire has failed to make adequate

good faith efforts to obtain D.B.E. participation, or that the concessionaire was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

- D. Concessionaires will not be permitted to modify their D.B.E. proposals except insofar as directed to do so by the City. All terms and conditions stipulated for D.B.E. concessionaires, subconcessionaires, subcontractors or suppliers therefore should be satisfactorily negotiated before the concessionaire's D.B.E. commitment is submitted to the City as part of a concessionaire's proposal.
- E. When necessary in the interest of time, the City may treat a proposal as non-responsive instead of granting extended time for a concessionaire to replace D.B.E.s named in the concessionaire's proposal that were later determined to be ineligible or unavailable.

V. Good Faith Efforts.

The City considers compliance with these Special Conditions and concessionaire's commitments material. Failure to comply with them will be considered an event of default under the concession agreement. The concessionaire must make good faith efforts to obtain D.B.E. participation in its concession (including any extensions, amendments and modifications). The concessionaire must document that it has obtained enough D.B.E. participation to meet the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal, or if unsuccessful in doing so, has made adequate good faith efforts to meet the goal. The concessionaire can demonstrate it has made good faith efforts to meet the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal either by:

- A. Meeting the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal, as provided in these Special Conditions, and documenting commitments for participation by D.B.E. firms sufficient for this purpose; or
- B. Documenting, in the manner described below, adequate good faith efforts to meet D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal. This means documentation to show that it took all necessary and reasonable steps to achieve the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal, or other requirements of 49 C.F.R. Part 23 and 49 C.F.R. Part 26, which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient D.B.E. participation, even if not fully successful. The following are examples of documented actions the

Contract Compliance Administrator may consider to determine whether the concessionaire made good faith efforts:

1. Soliciting through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified D.B.E.s who have the capability to perform the work of the contract. The concessionaire must solicit this interest within sufficient time to allow the D.B.E.s to respond to the solicitation. The concessionaire must determine with certainty if the D.B.E.s are interested by taking appropriate steps to follow up initial solicitations.
2. Selecting portions of the work to be performed by D.B.E.s in order to increase the likelihood that the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal will be achieved. This includes, when appropriate, breaking out contract work items into economically feasible units to facilitate D.B.E. participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.
3. Providing interested D.B.E.s with adequate information about the plans, specifications and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested D.B.E.s. It is the concessionaire's responsibility to make a portion of the work available to D.B.E. subcontractors and suppliers and to select those portions of the work or material needs consistent with the available D.B.E. subcontractors and suppliers, so as to facilitate D.B.E. participation. Evidence of such negotiation includes the names, addresses and telephone numbers of D.B.E.s that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for D.B.E.s to perform the work. A concessionaire using good business judgment would consider a number of factors in negotiating with subcontractors, including D.B.E. subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using D.B.E.s is not in itself sufficient reason for a concessionaire's failure to meet the D.B.E. Concession Goal and/or the D.B.E. Contracting and Procurement Goal, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from D.B.E.s if the price difference is excessive or

unreasonable.

5. Not rejecting D.B.E.s as being unqualified without sound reasons based on a thorough investigation of their capabilities. The D.B.E.'s standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection in the concessionaire's efforts to meet the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal.
 6. Making efforts to assist interested D.B.E.s in obtaining bonding, lines of credit or insurance as required by the City or the concessionaire.
 7. Making efforts to assist interested D.B.E.s in obtaining necessary equipment, supplies, materials or related assistance or services.
 8. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of D.B.E.s.
- C. The following types of documentation, as applicable to the situation, will be considered by the Contract Compliance Administrator in determining whether the concessionaire has made good faith efforts to meet the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal.
1. A listing of all D.B.E. firms contacted that includes:
 - a. names, address and telephone numbers of D.B.E. firms solicited;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, et cetera);
 - d. name of the person contacted.
 2. Copies of letters or any other evidence of mailing that substantiates outreach to D.B.E. vendors that include:

- a. project identification and location;
 - b. classification/commodity of work items for which quotations were sought;
 - c. date, item and location for acceptance of subcontractor bid proposals;
 - d. detailed statement which summarizes direct negotiations with appropriate D.B.E. firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - e. affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the D.B.E. Concession Goal and/or the D.B.E. Contracting and Procurement Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on D.B.E. subcontractors for the type of work that was solicited.
3. Copies of proposed plans for selecting portions of the work to be performed by D.B.E.s in order to increase the likelihood that the D.B.E. Concession Goal and the D.B.E. Contracting and Procurement Goal will be achieved.
4. Evidence that the concessionaire negotiated in good faith with interested D.B.E.s.
5. Evidence that the concessionaire did not reject D.B.E.s as being unqualified without sound reasons based on a thorough investigation of their capabilities.
6. Evidence that the concessionaire made efforts to assist interested D.B.E.s in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
7. Evidence that the concessionaire made efforts to assist interested D.B.E.s in obtaining necessary equipment, supplies, materials or related assistance or services.
8. Evidence that the concessionaire has provided timely notice of the need for subcontractors to at least fifty percent (50%) of the applicable D.B.E.s listed in the City's Directory. The Contract Compliance Administrator may contact the certified D.B.E.s for

verification of notification.

9. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the D.B.E. subcontractor proposal exceeds the average price quoted by more than fifteen percent (15%). In order to establish that a subcontractor's quote is excessively costly, the concessionaire must provide the following information:
 - a. A detailed statement of the work identified for D.B.E. participation for which the concessionaire asserts the D.B.E. quote(s) were excessively costly (in excess of fifteen percent (15%) higher).
 - (1) a listing of all potential subcontractors contacted for a quotation on that work item;
 - (2) prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation that demonstrates to the satisfaction of the Contract Compliance Administrator that the D.B.E. proposals are excessively costly, even though not in excess of fifteen percent (15%) higher than the average price quoted.
 - c. The City reserves the right to modify this procedure when deemed appropriate.

C. Administrative Reconsideration.

1. The Contract Compliance Administrator makes the initial determination regarding a concessionaire's good faith efforts based upon his or her review of the documentation that the concessionaire has timely submitted in response to the City's submittal schedule. Within five (5) days of being informed by the City that it is not responsive because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. The concessionaire should make this request in writing to the following reconsideration official:

Chief Procurement Officer
Department of Procurement Services
City Hall
Room 403
121 North LaSalle Street
Chicago, Illinois 60602

with a copy to:

Deputy Procurement Officer
Office of Business Development
City Hall
Room 403
121 North LaSalle Street
Chicago, Illinois 60602

The Chief Procurement Officer will not have played any role in the Contract Compliance Administrator's determination that the concessionaire did not make or timely document sufficient good faith efforts.

2. As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the D.B.E. Concession Goal and/or the D.B.E. Contracting and Procurement Goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the Chief Procurement Officer to discuss whether it did so. The City will send the concessionaire a written decision on reconsideration, explaining the basis for finding that the concessionaire did or did not meet the D.B.E. Concession Goal and/or the D.B.E. Contracting and Procurement Goal or make adequate good faith efforts to do so.

VI. Reporting.

A. Concessions Operations:

1. The concessionaire must, within five (5) working days of receiving the awarded concession agreement, execute a written agreement with all D.B.E. subconcessionaires.
2. The concessionaire must file monthly D.B.E. utilization reports, together with its monthly concession license fee payment, delineating the D.B.E. contribution to concessionaire's gross

receipts for the month and cumulatively for the year-to-date. Each D.B.E. utilization report must be signed by an authorized officer or representative of the concessionaire and notarized.

B. Supplemental Concession Contracting And Procurement:

1. The concessionaire must, within the time specified by the Contract Compliance Administrator after receiving the awarded concession agreement, depending on the circumstances of the particular subcontract or purchase order, execute a formal subcontract or purchase order with the D.B.E.s that were proposed all in accordance with the terms of the concessionaire's proposal and D.B.E. assurances, and must promptly submit to the City at that time a copy of the D.B.E. subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the D.B.E.
2. During the term of the concession agreement, whenever construction is performed, the concessionaire must submit partial and final waivers of lien, when appropriate, from D.B.E. subcontractors, which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.
3. The concessionaire must file regular D.B.E. utilization reports, on Procurement Services Form D.B.E. Status -- I entitled "Status Report of D.B.E. (Sub)Contract Payments." The concessionaire must present the notarized D.B.E. status form executed to reflect the current status of effective and projected payments to D.B.E.s.

VII. D.B.E. Substitutions.

- A. Arbitrary changes by the concessionaire of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved D.B.E. subagreement, the concessionaire must thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the D.B.E., nor decrease the price to or the level of participation of the D.B.E., without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new D.B.E. in order actually to fulfill the D.B.E. requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific D.B.E. commitments established in the concessionaire's D.B.E. proposal, and will need to review the eligibility of the D.B.E. presented as a substitute. The substitution procedure will be as follows:

1. The concessionaire must notify the Contract Compliance Administrator immediately in writing of an apparent necessity to reduce or terminate a D.B.E. subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, goods or services, if needed in order to sustain the fulfillment of the D.B.E. Concessions Goal or the D.B.E. Contracting and Procurement Goal.
2. The concessionaire's notification should include the specific reasons for the proposed substitution. Stated reasons that would be acceptable include any of the following examples: A previously committed D.B.E. was found not to be able to perform or not to be able to perform on time; a committed D.B.E. was found not to be able to produce acceptable work; a committed D.B.E. was discovered later to be not bona fide; a D.B.E. previously committed at a given price later demands an unreasonable escalation of price.
3. The concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the concessionaire; issues about performance by the committed D.B.E. were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and a D.B.E. has requested reasonable price escalation which may be justified due to unforeseen circumstances.
4. The concessionaire's notification should include the name, address, and principal official of any proposed substitute D.B.E. and the dollar value and scope of work of the proposed subcontract. Attached should be all the same D.B.E. affidavits, documents, and Letter of Intent that are required of concessionaires, as enumerated above in Section IV, Concessionaire's D.B.E. Proposal.
5. The City will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress or operation of the concession, the City will instead respond as soon as practicable.
6. Actual substitution of a replacement D.B.E. should not be made before City approval is given of the acceptability of the substitute

D.B.E.. A subcontract with the substitute D.B.E. must be executed within the time specified by the Contract Compliance Administrator, and a copy of the D.B.E. subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

- B. In a case in which a firm under contract was previously considered to be a D.B.E. but is later found not to be, or whose work is found not to be creditable toward D.B.E. goals fully as planned, the City will consider the following special criteria in evaluating a substitution:
 - 1. Whether the concessionaire was reasonable in believing the enterprise was a D.B.E. or that eligibility or "counting" standards were not being violated.
 - 2. The adequacy of unsuccessful efforts taken to obtain a substitute D.B.E. as outlined in Section V, Good Faith Efforts.
- C. The Contract Compliance Administrator solely will determine all matters of D.B.E. compliance.

VIII. Non-Compliance And Damages.

Each of the following constitute a material breach of any concession agreement entered into of which these special conditions form a part and will entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity:

- A. failure to satisfy the D.B.E. percentages required by the concession agreement;
- B. the concessionaire, joint venturer or subcontractor is decertified as a D.B.E., such status was a factor in the concession award, and was misrepresented by the concessionaire.

Payments due to the concessionaire, if any, may be withheld until corrective action is taken. If the concessionaire has not complied with the contractual D.B.E. percentages, underutilization of identified D.B.E.s will entitle the affected D.B.E.s to recover from the concessionaire damages suffered by these D.B.E.s as a result of such underutilization. Therefore, the concessionaire consents to have any disputes between the concessionaire and such affected D.B.E.s regarding damages resolved by binding arbitration before an independent arbitrator other than the

City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing D.B.E. in accordance with applicable City regulations. This provision is intended for the benefit of all D.B.E.s affected by underutilization and grants them specific third party beneficiary rights. In cases deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected D.B.E. or the concessionaire may lead to the withholding of sums that the City may owe the concessionaire until the City receives a copy of the final arbitration decision, but in no event will the concessionaire be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.

If the concessionaire is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, the concessionaire must discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified D.B.E. as its replacement.

IX. Record Keeping.

The concessionaire must maintain records of all relevant data with respect to the utilization of D.B.E.s, retaining these records for a period of at least three (3) years after termination or expiration of the concession agreement. Concessionaire grants full access to these records to the City of Chicago, federal or state authorities, the United States Department of Justice, or their duly authorized representatives.

X. Assistance Agencies.

The following agencies are available to the concessionaires for assistance:

Small business guaranteed loans: surety bond guarantees: 8(a) certification:

United States Small Business
Administration
500 West Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert Conner
Telephone: (Omitted for printing
purposes)

S.B.A. -- Bond Guarantee Program
Surety Bonds
300 South Riverside Plaza,
Room 1975-S
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
Telephone: (Omitted for printing
purposes)

S.B.A. -- Procurement Assistance
300 South Riverside Plaza,
Room 1975-S
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy,
Assistant Regional
Administrator
Telephone: (Omitted for printing
purposes)

Project information; general D.B.E. information; Directory of local and out-of-state construction and design D.B.E.s:

City of Chicago
Office of Business Development
City Hall, Room 403
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available at the address above.

Information on D.B.E. availability in the manufacturing, sales or supplies, and related fields (direct assistance from forty-two (42) regional affiliates located throughout the United States):

National Minority Suppliers
Development Council, Inc.
15 West 29th Street, 9th Floor
New York, New York 10018
Attention: Harriet R. Mitchell
Telephone: (Omitted for printing
purposes)

Chicago Minority Business
Development Council
36 South Wabash, Suite 725
Chicago, Illinois 60603
Attention: Maye Foster-Thompson
Telephone: (Omitted for printing
purposes)

XI. Concessionaire Assistance.

Concessionaires must themselves assist D.B.E.s in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. developing solicitations of subcontract proposals so as to increase potential D.B.E. participation. This can take the form of breaking down

large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner;

- B. providing technical assistance and guidance in the proposing, estimating, and scheduling processes;
- C. considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work;
- D. providing accelerated payments or establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- E. providing, waiving, or reducing subcontract bonding requirements, allowing stage bonding (bonding carried over from one (1) project state to the next); and
- F. Providing a prebid conference for potential subcontractors.

In addition to employing D.B.E.s for construction work and materials, and goods and services directly used for the concession, the concessionaire should consider the utilization of D.B.E.s in fields indirectly related to management and concession contracts: banking, office equipment sales, vehicle sales, mechanical repair, legal and accounting services, building security, graphics and advertising, et cetera.

XII. Equal Employment Opportunity.

Compliance with D.B.E. requirements will not diminish or supplant the concessionaire's obligations to comply with non-discrimination laws as required elsewhere in the concession agreement.

(Sub)Exhibit "E".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

Form Of Letter Of Credit.

(Date)

City of Chicago

In care of Commissioner of Aviation

O'Hare International Airport

P.O. Box 66142

Chicago, Illinois 60666

Gentlemen:

We hereby issue Unconditional, Irrevocable Stand-By Letter of Credit Number _____ in your favor up to an aggregate amount of _____ Dollars (\$ _____). This letter of credit is issued, presentable and payable at our offices at _____, Chicago, Illinois _____.

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of _____ Dollars (\$ _____) drawn on us mentioning our credit Number _____ purportedly signed by the Commissioner of Aviation or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations to the City and shall not be affected by the performance or non-performance by _____ under any agreement with the City or by any bankruptcy or other insolvency proceeding initiated by or against _____. _____ is not the owner of or beneficiary under this Credit and possesses no interest whatsoever in this Credit or proceeds of same. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before _____.

Partial and multiple drawing are permitted.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for an additional eighteen (18) month period from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such date we notify you by certified mail, return receipt requested, that we elect not to consider this letter of credit renewed for any such additional period.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits ((1993) Revision), International Chamber of Commerce publication Number 500 (I.U.C.P.) and to the Uniform Commercial Code -- Letters of Credit, 810 ILCS 5/5-101, et seq., as amended, as in effect in the State of Illinois (U.C.C.). To the extent the provisions of the I.U.C.P. and the U.C.C. conflict, the provisions of the U.C.C. shall control.

(Sub)Exhibit "F".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

*Disclosure Affidavit, Including Disclosure
Of Retained Parties.*

Every individual or entity submitting a bid or proposal to the City of Chicago for a contract or concession agreement not involving federal funds must complete this Disclosure Affidavit (hereafter "Disclosure Affidavit" or "Affidavit"). If the bidder/proposer is a joint venture, the joint venture and each of the joint venture partners must complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the lease, license, contract, concession, modification, amendment, extension, or other action in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires bidders/proposers to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below in Parts II and IV.

After reviewing your completed Disclosure Affidavit, the Corporation Counsel or the Purchasing Agent may require additional information to achieve full disclosure relevant to the bid, proposal, or other application.

Project Name: Lease Agreement Bidder/Proposer Name: Omega Airport Shuttle, Inc.

Purchase Order No.: _____ Bidder/Proposer Business Address: _____
836 E. 87th Street
Chicago, IL 60619

Goods or services to be provided under this Contract: _____

City department to which you are submitting this form (check one):

☐ Purchasing
☒ Other: Dept of Aviation

The undersigned, Jeffrey H. Smith as President and

on behalf of Omega Airport Shuttle, Inc. ("Bidder/Proposer" or "Contractor").

having been duly sworn under oath certifies as follows:

PART I. DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the bidder/proposer is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below, as applicable. All bidders/proposers must complete Part (E). For bidders/proposers that are sole proprietorships, Part (E) is the only section of Part I that must be completed.

- ☐ Individual
☒ Business corporation
☐ Not-for-profit corporation
☐ Sole proprietorship
- ☐ Limited liability company
☐ Partnership
☐ Joint venture
☒ Other: _____

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

1. Incorporated in the State of ILLINOIS
2. List below the name and title of all officers of the corporation:

Name	Title
<u>Jeffrey H. Smith</u>	<u>President</u>
<u>John Hall, Jr.</u>	<u>Vice President</u>
<u>Lynda J. Hall</u>	<u>Secretary / Treasurer</u>

3. List below the name and title of all directors of the corporation:

Name	Title
<u>Jeffrey H. Smith</u>	<u>President</u>
<u>John Hall, Jr.</u>	<u>Vice - President</u>
<u>Lynda J. Hall</u>	<u>Secretary / Treasurer</u>

TO BE COMPLETED BY FOR-PROFIT CORPORATIONS ONLY:

1. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
<u>Jeffrey Smith</u>	<u>836 E. 87th Street</u>	<u>50</u> %
<u>John Hall, Jr.</u>	<u>836 E. 87th Street</u>	<u>25</u> %
<u>Lynda J. Hall</u>	<u>836 E. 87th Street</u>	<u>25</u> %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name, business address, and percentage of control of each member. If there are no members, write "none."

Name	Business Address	Percentage Control
N/A		%
		%
		%

2. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares equal to or in excess of 7.5% of the proportionate ownership of the corporation:

Name	Business Address	Ownership Interest
N/A		%
		%
		%

B. PARTNERSHIPS

List below the name and business address of each partner and the percentage of ownership interest of each therein:

Name	Business Address	Ownership Interest
N/A		%
		%
		%

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none."

Name	Title
N/A	

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager:

Name	Business Address	Ownership Interest
N/A		%
		%
		%

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
N/A	

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
N/A		%
		%
		%

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS/PROPOSERS

1. Is any ownership interest in the bidder/proposer held by one or more agents or nominees on behalf of another individual or legal entity?

☐ Yes ☒ No

If so, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
		%	
		%	
		%	

2. Is the bidder/proposer, or any ownership interest in the bidder/proposer, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above?

☐ Yes ☒ No

If so, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Is any stock or beneficial interest in the bidder/proposer held by a corporation or other legal entity?

☐ Yes ☒ No

If so, each such corporation or other legal entity must make all disclosures requested in Part I (Disclosure of Ownership Interests) and Part VIII (Certification Regarding Elected Officials' Business Relationships) of this Disclosure Affidavit and must certify all information provided.

NOTE: Pursuant to Section 2-154-020 of the Municipal Code of Chicago, (the "Municipal Code") the information provided in Part I above must be kept current. In the event of material changes, the bidder/proposer must supplement this Affidavit, up to the time the City takes action on the bid, proposal, or other application for which this Affidavit is being submitted.

PART II. CERTIFICATION REGARDING PROHIBITED CONDUCT

A. CONTRACTOR

1. The Contractor or any subcontractor to be used by the Contractor in the performance of this Contract, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or, if acting pursuant to the direction or authorization of a responsible official thereof, any official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, has not, during a period of three years prior to the date of execution of this Affidavit or, if a subcontractor or subcontractor's affiliated entity, during a period of three years prior to the date of award of the subcontract:

1. The Contractor has obtained certifications in form and substance equal to Part II(A)(1)-(3) of this Affidavit from all subcontractors that the Contractor presently intends to use to perform this Contract. As to subcontractors to be used to perform this Contract who are not yet known by the Contractor, the Contractor will obtain certifications in form and substance equal to Part II(A)(1)-(3) of this Affidavit prior to using them as subcontractors.

2. The Contractor shall not, without the prior written consent of the City, use any subcontractors to perform this Contract if the Contractor, based on information contained in the subcontractor certification or any other information known or obtained by the Contractor, has reason to believe that, within three years prior to the award of any subcontract, the subcontractor or such subcontractor's affiliated entity, or any official, agent, or employee of such subcontractor or subcontractor's affiliated entity, has engaged in, been convicted of, or made an admission of guilt of any of the conduct listed in Part II(A)(1); or that the subcontractor, an employee, official, agent, or, for partnerships and joint ventures, partner thereof is barred from Contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging, bid-robbing, or any similar offense; or that any of the circumstances set forth in Part II (A)(3) apply to the subcontractor or its principals. Furthermore, the Contractor shall not, without the prior written consent of the City, use as a subcontractor any individual, firm, partnership, corporation, joint venture or other entity from which the Contractor is unable to obtain a certification in form and substance equal to Part II(A)(1)-(3) of this Affidavit or which the Contractor has reason to believe cannot provide a truthful certification.

3. The Contractor shall maintain all subcontractors' certifications required by Paragraph (1) above for the duration of the Contract and shall make such certifications promptly available to the City upon request.

PART III. CERTIFICATION REGARDING TAXES, FEES, AND LITIGATION

A. STATE TAX DELINQUENCIES

Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate Revenue Act. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

B. OTHER TAXES/FEES

Contractor is not delinquent in paying any fac, fee, tax or other charge owed to the City of Chicago.

C. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding within the two-year period preceding execution of this Affidavit.

D. EXCEPTIONS

If the Contractor is unable to certify to any of the above statements [Part III (A)-(C)], Contractor shall explain below. In the case of any judicial or administrative proceedings, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each proceeding. Attach additional pages if necessary.

(If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to each of the above statements.)

PART IV. CERTIFICATION REGARDING ENVIRONMENTAL COMPLIANCE**A. CONTRACTOR**

1. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit, (a) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction; (b) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction; or (c) been subject to any fine or penalty of any nature for failure to comply with Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction.

If the Contractor is unable to certify to any of the above statements [Part IV(A)(1)(a)-(c)], Contractor shall identify all exceptions and indicate whether any such exceptions occurred within the City or otherwise pertain to the City. Attach additional pages if necessary. _____

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to the above statements.]

2. Contractor shall comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642, and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of section 114 of the CAA and section 308 of the CWA, and all other applicable clean air standards and clean water standards in performing the Contract.

3. Until completion of the Contractor's performance under the Contract, if the Contractor violates Sections 7-28-440 or 11-4-1500, any other provisions of Chapters 7-28 or 11-4 of the Municipal Code, or any other Environmental Restrictions, whether in the performance of the Contract or otherwise, such violation shall be considered an event of default under the Contract.

B. SUBCONTRACTORS

1. The Contractor has obtained certifications in form and substance equal to Part IV(A)(1) and (2) of this Affidavit from all subcontractors that the Contractor presently intends to use to perform this Contract. As to subcontractors to be used to perform this Contract who are not yet known by the Contractor, the Contractor will obtain certifications in form and substance equal to Part IV(A)(1) and (2) of this Affidavit prior to using them as subcontractors.

2. The Contractor shall not, without the prior written consent of the City, use any subcontractors to perform this Contract if the Contractor, based on information contained in the subcontractor certification or any other information known or obtained by Contractor, has reason to believe that the subcontractor has, within the preceding five years, been in violation of any Environmental Restriction, received notice of any claim relating to a violation of an Environmental Restriction, or been subject to any fine or penalty for a violation of an Environmental Restriction. Furthermore, the Contractor shall not, without the prior written consent of the City, use as a subcontractor any individual, firm, partnership, corporation, joint venture or other entity from which the Contractor is unable to obtain a certification in form and substance equal to Part IV(A)(1) and (2) of this Affidavit or which the Contractor has reason to believe cannot provide a truthful certification.

3. The Contractor shall maintain all subcontractors' certifications required by Paragraph (1) above for the duration of the Contract and shall make such certifications promptly available to the City upon request.

PART V. CERTIFICATION REGARDING ETHICS AND INSPECTOR GENERAL

The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code, entitled "Office of Inspector General," and all provisions of Chapter 2-156 of the Municipal Code, entitled "Governmental Ethics."

PART VI. CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this Part VI, "Substantial Owner" means any person who owns or holds a 10% or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, the substantial owner is the individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. An indirect or beneficial interest is an interest in the Contractor held either by a corporation, joint venture, trust, partnership, estate or other legal entity in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in the Contractor, and an individual has a 50% interest in Corporation B, then such individual indirectly has a 10% interest in the Contractor and the individual is a Substantial Owner of the Contractor. If Corporation B is held by another entity, then this analysis must be applied to that entity.

If Contractor's response below is #1 or #2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (A) throughout the term of the Contract and any extensions thereof; or (B) until the performance of the Contract is completed, whichever is later. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either (A) or (B) constitutes an event of default.

Check one:

1. ☒ No Substantial Owner has been declared in arrears on any child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrears on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrears on child support obligations and (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).
4. ☐ There are no Substantial Owners.

PART VII. AFFIDAVIT OF LOCAL BUSINESS

If this is a competitively bid Contract funded in whole by City funds, Contractor should complete this section.

- A. Is bidder/proposer a "Local Business" as defined by the provisions of this Specification?
☒ Yes ☐ No
- B. How many persons are currently employed by bidder/proposer? 42

C. Does bidder/proposer have business locations outside the City of Chicago?

☐ Yes ☒ No

If so, list such bidder/proposer's business addresses:

D. How many of bidder/proposer's current employees work at City of Chicago locations? 42

E. Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? ☒ Yes ☐ No

PART VII. CERTIFICATION REGARDING ELECTED OFFICIALS' BUSINESS RELATIONSHIPS

An ordinance approved by the City Council of the City of Chicago on December 2, 1998, requires that all persons or entities submitting this statement shall indicate whether they had a business relationship with a city elected official in the 12 months prior to the date upon which the statement is executed. A "business relationship" means any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which emits an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City. Please indicate below whether the person or entity submitting this statement had a business relationship with a City elected official in the 12 months prior to the date upon which this statement is executed.

To the best of the knowledge of the person who executes this Disclosure Affidavit on behalf of the Contractor, has the Contractor had a "business relationship" with any City elected official(s) in the 12 months prior to the date of execution of this Disclosure Affidavit?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

PART IX. CERTIFICATION REGARDING RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the nature of the relationship and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

2. "Lobbyists" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

3. If the Contractor is uncertain whether a disclosure is required under the Part of the Disclosure Affidavit or Executive Order 97-1, the Contractor must either ask the City whether disclosure is required or make the disclosure.

EACH and EVERY attorney, lobbyist, accountant, consultant, subcontractor or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the transaction is listed below (attach additional pages if necessary)

NAME	BUSINESS ADDRESS	RELATIONSHIP (attorney, lobbyist, subcontractor, etc)	FEES (indicate whether paid or estimated)
<u>Rod Sawyer</u>	<u>609 E. 75th Street</u>	<u>Attorney</u>	<u>\$5000.00 (EST.)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____ CHECK HERE IF NO SUCH PERSON(S) HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED

PART X. INCORPORATION INTO CONTRACT COMPLIANCE AND PENALTIES

The bidder/proposer understands and agrees that:

A. The above certifications (Parts I-IX) shall become part of any Contract awarded to the bidder/proposer and are a material inducement to the City's execution of the Contract or other action with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the bidder/proposer. Furthermore, the bidder/proposer shall comply with these certifications during the term and/or performance of the Contract or other action.

B. If the City determines that any information provided herein is false, incomplete, or inaccurate, the City may terminate the Contract or other transaction, terminate the applicant's participation in the Contract or other transaction, and/or decline to allow the applicant to participate in other Contracts or transactions with the City.

C. Contractor will terminate its subcontracts with any subcontractor, if the City so demands, if the City determines that any information provided by a subcontractor in any of the subcontractor certifications required by this Affidavit is false, incomplete, or inaccurate. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate subcontracts as required by this paragraph.

D. The following civil and criminal penalties, among others, may apply:

A Contractor who makes a false statement material to Part II(A) (2) of this certification commits a Class 3 Felony. 720 ILCS 5/33E - 11(b). Making a false statement concerning Part III(A) of this certification is a Class A misdemeanor, voids the Contract and allows the City to recover all amounts paid to the Contractor under the Contract in a civil action. 65 ILCS 5/11-42. 1-1.

E. This Disclosure Affidavit, some or all of the all information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this Disclosure Affidavit, bidder/proposer waives and releases any possible rights or claims it may have against the City in connection with the public release of any information contained in the completed Disclosure Affidavit and any attachments.

PART XI. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor, that I have personal knowledge of all the certifications made in it, and that they are complete and true.

Jeffrey Smith
Signature of Authorized Officer

President
Title

JEFFREY Smith
Name of Authorized Officer (Print or Type)

773-483-6634
Business Telephone Number

State of *Illinois*

County of *Cook*

Subscribed and sworn to before me this

8 day of *May*, 19*2002*

Ann Brownlow
Notary Public

**Notes**

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 et seq.); (2) the Hazardous Material Transportation Act (49 U.S.C. § 1801 et seq.); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.); (4) the Clean Water Act (33 U.S.C. § 1251 et seq.); (5) the Clean Air Act (42 U.S.C. § 7401 et seq.); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 et seq.); (7) the Safe Drinking Water Act (42 U.S.C. § 300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 et seq.); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 et seq.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

(Sub)Exhibit "G".
(To Lease Agreement With Omega
Airport Shuttle, Inc.)

Description Of Additional Types Of Vehicles To
Which The License Does Not Apply.

All passenger sedan type vehicles, regardless of whether they have been modified to carry eight (8) or more persons including the driver.

AUTHORIZATION FOR EXECUTION OF LICENSE AGREEMENT WITH
CONTINENTAL AIR TRANSPORT CO. FOR PROVISION OF
PASSENGER GROUND TRANSPORTATION SERVICES
AT CHICAGO O'HARE INTERNATIONAL
AND CHICAGO MIDWAY AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Aviation, having under consideration a communication from The Honorable Richard M. Daley, Mayor (which was referred on June 19, 2002) at the request of the Commissioner of Aviation, transmits an ordinance authorizing the execution of an agreement with Continental Air Transport Company, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

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

Respectfully submitted,

(Signed) 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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") operates the airports commonly known as Chicago O'Hare International Airport and Chicago Midway Airport (collectively, the "Airports"), and possesses the power and authority to grant licenses for the use of the premises and facilities at the Airports and to grant other rights and privileges with respect to them; and

WHEREAS, Continental Air Transport Co., Inc., an Illinois corporation ("C.A.T."), is engaged in the business of providing passenger vehicle ground transportation to and from the Airports and desires to obtain certain rights and privileges with respect thereto; and

WHEREAS, The City is willing to enter into a license agreement with C.A.T. with respect to the provision of such passenger ground transportation services for users of the Airports; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The foregoing recitals are incorporated as if fully set forth here.

SECTION 2. The Commissioner of the City's Department of Aviation ("D.O.A.") is authorized to enter into a license agreement with C.A.T. in substantially the form attached to this ordinance as Exhibit A which is incorporated by this reference. The Commissioner of D.O.A. is also authorized to execute such agreements and documents, and perform any and all acts on behalf of the City as may be necessary or advisable to effectuate those license agreements.

SECTION 3. This ordinance becomes effective immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*License Agreement With Continental
Air Transport Co., Inc.*

THIS LICENSE AGREEMENT ("License") is made and entered into as of this ____ day of _____, _____, by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois ("City"), and Continental Air Transport Co., Inc., an Illinois corporation ("Licensee").

BACKGROUND

WHEREAS, City owns and operates those airports, including without limitation the roadways for such airports, commonly known as O'Hare International Airport ("O'Hare") and Midway Airport ("Midway"); and

WHEREAS, the City has the authority to lease or license premises and facilities and to grant rights and privileges with respect to O'Hare and Midway (collectively, the "Airports"); and

WHEREAS, Licensee is engaged in the business of providing passenger vehicle ground transportation to and from the Airports and desires to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, the City is willing to license space at the Airports and to provide other rights to Licensee upon the terms and conditions hereinafter set forth; and

WHEREAS, the City and Licensee previously entered into an agreement concerning passenger vehicle ground transportation to and from the Airports authorized by City Council on December 23, 1959 (Journal of the Proceedings of the City Council of the City of Chicago ("C.J.P."), pp. 1879-82), which was previously amended pursuant to City Council authorization on July 21, 1967 (C.J.P., pp. 614-15), December 27, 1982 (C.J.P., pp. 14603-07), and June 12, 1991 (C.J.P., pp. 2418, 2423-27); and

WHEREAS, the City and Licensee acknowledge that the continued operation of the Airports as safe, convenient and attractive facilities is vital to the economic health and welfare of the City, and that the City's right to monitor performance under this License by Licensee is a valuable right incapable of quantification.

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

ARTICLE 1**DEFINITIONS**

The following terms, when used in this License, shall have the following meanings:

"Additional Fees" means all sums due to the City from Licensee under this Agreement other than the Base Fee, Concession Fee or the Minimum Guarantee Fee.

"Base Fee" means fees paid for the use of the Premises calculated at the rate of \$45.00 per square foot per year for the Terminal Areas at O'Hare and \$66.92 per square foot per year for the Terminal Areas at Midway and one dollar and ten cents (\$1.10) per square foot for Remote Staging and Parking Areas located at either Airport.

"Code" - means the Municipal Code of the City of Chicago.

"Commencement Date" - means _____.

"Commissioner" - means, for the purposes of this License, the Commissioner of Aviation of the City (or any successor thereto in whole or in part as to his duties as the person in charge of the operation of the Airports on behalf of the City).

"Concession Fee" - as defined in Section 4.3.

"Default Rate" - means the annual rate of four percent (4%) plus the Prime Rate (hereinafter defined), unless a lesser interest rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be the Default Rate. Changes in the Default Rate based on the Prime Rate shall take effect immediately upon the occurrence of any change in the Prime Rate. As used herein, the term "Prime Rate" at any time shall mean the rate of interest then most recently announced by Bank One Corporation or its successors at Chicago, Illinois as its "corporate base rate."

"Disclosure Affidavit" - means the affidavit required under Article 6, in the form of Exhibit F hereto.

"Environmental Laws" means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of

1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may hereafter be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Event of Default" - as defined in Section 10.1.

"Expiration Date" - means _____, _____ (the date which is 5 years after the Commencement Date).

"Federal Aviation Administration" (sometimes abbreviated as "FAA") - means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

"Fees" - means the Base Fee and Concession Fee.

"Gross Revenues" - means the revenues paid or due to Licensee for the transportation of persons or property exiting from the Airports. For purposes of this definition of "Gross Revenues," Licensee also shall include any revenues paid to the Licensee by its franchisees and sublicensees or by subtenants or sublicensees of the Premises. "Gross Revenues" does not include: amounts of any federal, state, or municipal sales taxes or Metropolitan Pier and Exposition Authority (MPEA) taxes. No deductions shall be made from "Gross Revenues" for uncollectible accounts.

"License Year" - means the twelve-month period commencing on the Commencement Date and each subsequent twelve-month period falling wholly or partly within the Term.

"Loading Zones" means those portions of the Premises which are identified in Exhibit A as Loading Zones.

"Minimum Guarantee Fee" - as defined in Section 4.3.

"Partial License Year" - means the period (consisting of less than twelve months) from the Commencement Date or any more recent anniversary of the Commencement Date to and

including the expiration or termination date of the License, if the Term ends on a date other than the scheduled Expiration Date (other than because of an Event of Default).

"Partial Tax Year" - means the period (consisting of less than twelve months) that either: (i) begins on the Commencement Date and ends on the last day of a Tax Year, or (ii) begins on the first day of a Tax Year and ends on the Expiration Date.

"Percentage Fee" - as defined in Section 4.3.

"Person" - means any individual, partnership, firm, trust, corporation, or other business entity or governmental authority or political unit or agency.

"Premises" - as defined in Section 2.2.

"Remote Staging and Parking Area" - means that portion of the Premises that is identified in Exhibit A as the Remote Staging and Parking Area.

"Security Deposit" - means an amount equal to the first three monthly installments of Base Fee and Minimum Guarantee Fee.

"Subcontractor" - means all contractors, subcontractors and materialmen of any tier providing services, material, labor, operation or maintenance on, about or adjacent to the Premises, whether or not in privity with Licensee.

"Tax Year" - means any twelve month period during the Term coinciding with the period used by the Licensee in reporting income to the Internal Revenue Service.

"Term" - means the period from the Commencement Date to and including the Expiration Date.

"Terminal Area" - means that portion of the Premises that is identified in Exhibit A as the Terminal Area.

"Trade Name(s)" - means _____, which name(s) Licensee represents it is entitled to use under all applicable laws.

ARTICLE 2**LICENSE**

Section 2.1 - Nature of License. (a) The City hereby grants to Licensee a license to use the Premises for the purposes described in Section 2.2 in the operation of the passenger vehicle ground transportation business that it conducts pursuant to certificates of public convenience and necessity issued by the Illinois Commerce Commission, provided that it conducts such business in accordance with these Certificates. The license is subject to the rights of the City under the law, in equity, and under this Agreement to direct Licensee in order to ensure that the Airports operate in the most effective and efficient way possible and to supervise the performance of Licensee. This License is exclusive for the provision of such services along Licensee's routes, to the extent that, independent of this License, Licensee remains the only entity legally authorized to operate on any such route(s) pursuant to a certificate(s) of public convenience.

(b) **Limitation on Vehicles.**

(i) This License is limited to those vehicles that Licensee operates pursuant to and in accordance with certificates of public convenience and necessity issued by the Illinois Commerce Commission in effect as of the Commencement Date and for which vehicles these certificates are required.

(ii) This License does not apply to (A) any vehicles which are not within the scope of the certificates of public convenience and necessity issued by the Illinois Commerce Commission in effect as of Commencement Date and (B) notwithstanding Section 2.1(b)(i) above, any vehicles of the types described in Exhibit G.

(iii) The Commissioner may delete vehicle descriptions from Exhibit G, upon notice to the Licensee.

Section 2.2 - Use of Premises. Subject to the terms of this License, including Section 2.3 below, City does hereby license to Licensee, and Licensee does hereby license from City, the space depicted on Exhibit A attached hereto (the "Premises"), located on the Airports. Subject to the terms and provisions contained in this License, and all applicable rules, regulations, laws, ordinances, codes and orders of any federal, state or local government or subdivision thereof in connection with the conduct of activities by Licensee at the Airports, Licensee may use the Premises for conducting a public passenger vehicle ground transportation business as described in this License and for no other purpose except as the City may approve in writing in its sole and absolute discretion. The Premises includes the Remote Staging and Parking Areas, the Loading Zones and the Terminal Areas, each as identified in Exhibit A, which may be used, subject to reasonable rules and regulations, for the following purposes:

(a) Licensee may use the Remote Staging and Parking Area to stage and park its vehicles subject to call by Licensee's dispatchers. Licensee shall have the right to place a trailer in the Remote Staging and Parking Area, subject to the Commissioner's approval, which trailer shall be deemed part of the Premises.

(b) Licensee may use the Loading Zones for the purpose of pick-up and delivery of passengers and for the receipt and delivery of baggage and property.

(c) Subject to the Commissioner's approval, Licensee may place service counters in the Terminal Areas for the purpose of selling tickets for its passenger vehicle ground transportation services.

Section 2.3 - Changes in Premises.

(a) Adjustment of Area of Premises. The Commissioner may adjust the boundaries of the Premises from time to time. The City shall notify Licensee not less than forty-five (45) days in advance of such adjustment, and Licensee shall remove all property located on space being deleted no later than the date such adjustment is to occur. The Base Fee shall be adjusted based on the new area of the Premises as shall be indicated on an updated Exhibit A pursuant to an amendment of this Agreement; the Minimum Guarantee Fee shall not be affected by adjustments to the Premises.

(b) Relocation of Premises. The Commissioner reserves the right to relocate all or any portion of the Premises. The Commissioner shall give the Licensee at least forty-five (45) days prior written notice of the relocation date. The Licensee shall cooperate with the City in connection with the relocation, including, without limitation, responding in a timely manner to any requests for information or for review and comment on proposed plans for improvements to the substitute premises. Licensee shall surrender possession of the portion of the Premises for which the substitution is being made in accordance with Section 3.3 and move from such portion of the Premises to the substitute premises on the relocation date. On the relocation date, Base Fee shall be recalculated and adjusted based on the new area of the substitute premises as shall be indicated on Exhibit A pursuant to an amendment of this Agreement executed by the Commissioner and Licensee; the Minimum Guarantee Fee shall not be adjusted.

(c) Termination of Remote Staging and Parking Area. The Commissioner, in his sole and absolute discretion, is entitled to terminate Licensee's use of all or a portion of the Remote Staging and Parking Area as he deems appropriate, with forty-five (45) days' written notice to Licensee, in which instance Licensee shall, at its cost, remove its trailer, if any, from the terminated Remote Staging and Parking Area. Licensee shall surrender the Remote Staging and Parking Area in accordance with Section 3.3 on the date for termination set forth in the Commissioner's notice. On that termination date, Base Fee shall be recalculated and adjusted

based on the new area of the Premises as shall be indicated on Exhibit A pursuant to an amendment of this Agreement executed by the Commissioner and Licensee; the Minimum Guarantee Fee shall not be adjusted.

(d) **Insufficient Loading Zones or Terminal Area.** If the Commissioner decreases the amount of space for the Loading Zones or the Terminal Areas and the Commissioner determines in his sole and absolute discretion that the remaining space for the Loading Zones or Terminal Areas is not sufficient for the Loading Zones or Terminal Areas then the Licensee may terminate this Agreement upon 30 days prior written notice to the Commissioner.

Section 2.4 - Ingress and Egress.

(a) Subject to the lawful rules and regulations promulgated by the City, Licensee and its employees, agents, passengers, guests, patrons and invitees, its suppliers of materials and furnishes of services, and its equipment, vehicles, machinery and other property shall have the right and privilege of ingress to and egress from the Airports. The City may, at any time, temporarily or permanently, close or consent to or request the closing of any roadway or other right-of-way for such ingress and egress, and any other area at the Airports.

(b) The City shall permit the Licensee to advertise departure times and destinations of its vehicles from its vehicles and Premises in accordance with the applicable rules and regulations of the Airports.

Section 2.5 - Present Condition of Premises. Licensee understands and agrees that Licensee, by the execution of this License, accepts the Premises "AS IS". Except as expressly provided in this License, the City shall have no obligation or responsibility whatsoever to do any work or furnish any improvements of any kind to the Premises or perform any maintenance or repair on the Premises. **CITY MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR THAT THE PREMISES SHALL BE SUITABLE FOR LICENSEE'S PURPOSES OR NEEDS.**

Section 2.6 - Standards of Service.

A material condition of this Agreement is that Licensee must operate its concession operations in accordance with all rules and regulations regarding ground transportation that the Commissioner may promulgate and with the following standards:

(a) All vehicles used by Licensee to provide ground transportation to and from the Airports shall be maintained at Licensee's expense in good and safe operating order, free from any known mechanical defects and be in clean, neat, and attractive condition inside and out. Licensee's vehicles must be late models in good condition.

- (b) Licensee shall comply with service scheduling requirements, if any, required by the Illinois Commerce Commission.
- (c) Licensee shall furnish good, prompt and efficient service and shall at all times have available a sufficient number of vehicles to meet all commercially and reasonably foreseeable demands of the traveling public in those routes for which it has certificates of authority from the Illinois Commerce Commission.
- (d) Licensee shall maintain a sufficient number of trained personnel to ensure that Licensee's customers will receive prompt and courteous service at all times and to maximize Gross Revenues.
- (e) Licensee shall not misrepresent to the public its services or prices or those of any other ground transportation provider at the Airports. Licensee shall not identify the Base Fee or the Concession Fee (if any) as a "tax" or separate charge as part of fees or charges to a customer.
- (f) Licensee shall comply with all applicable rules and regulations of the Illinois Commerce Commission, Interstate Commerce Commission and all other governmental agencies. If the City determines, after notice and opportunity for Licensee to comment that any of Licensee's business practices are unlawful or discriminatory, Licensee shall immediately cease such practices upon receipt of a written order to do so from the City. The City will give advance notice to Licensee that the City considers a certain practice to be unlawful or discriminatory and Licensee shall have an opportunity to respond to the allegation.
- (g) Licensee must neither commit nor allow any nuisance, noise or waste in the Premises or annoy, disturb or be offensive to others in the Airports. Licensee must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from escaping from its vehicles and the Premises. Licensee must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of its business at the Airports.
- (h) City and Licensee acknowledge that the operation of a passenger vehicle ground transportation business at the Airports will enhance the economic development of the City, and that Licensee's rights to use the Airports are subject to the rights of the City, as licensor, to monitor compliance with the License.
- (i) Licensee must conduct its concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with physical inspection standards (the "Physical Inspection Standards") as may be promulgated from

time to time by the Commissioner and a copy of which may be obtained from the Commissioner. The Commissioner has the right to make reasonable objections to the appearance and condition of the Premises if they do not comply with the Physical Inspection Standards. Licensee must discontinue or remedy any objectionable practice, appearance or condition within 5 days following receipt of a written notice by the Commissioner (or immediately upon receipt of such a notice if the Commissioner or Corporation Counsel deems a condition existing on the Premises hazardous or illegal).

(j) Licensee must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner. Licensee and its personnel must at all times participate and cooperate fully in all quality assurance programs as may be instituted by the Commissioner from time to time.

(k) Licensee covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business conducted by it at the Airports.

(l) All personnel of Licensee shall be polite, clean and neat in appearance, and appropriately attired. City shall have the right to complain to Licensee as to the demeanor, conduct or appearance of Licensee's employees, invitees and those doing business with it, whereupon Licensee must take all steps necessary to remove the cause of complaint. While on duty, Licensee's ticket agents, dispatchers and drivers must display on their outer clothing identification such as may be required by the Commissioner from time to time.

(m) Licensee's failure to timely cure the practice, appearance, or condition as required under subsection 2.6(i) would cause the City damages in loss of good will, which would be difficult or impossible to prove or quantify. Accordingly, if the Premises are not being operated in accordance with subsection 2.6(i) then, in addition to all other remedies the City may have at law, in equity and under this Agreement, and beginning on the first day after expiry of the 5-day cure period, Licensee must pay the City, as liquidated damages in connection with the loss of good will among visitors to the Airports, and not as a penalty, the amount of \$200 per day per breach specified in the notice and remaining uncured.

Section 2.7 - Continuous Operation, Liquidated Damages.

(a) Except as otherwise permitted under this Agreement, if Licensee fails to continuously provide concession operations during all times it is required to provide them pursuant to this Agreement, and the failure continues for more than 3 days after the City gives Licensee notice, it is an Event of Default. If such an Event of Default occurs, in

addition to any other remedies under this Agreement, the Commissioner is authorized to remove, at Licensee's expense, Licensee's property (including any counters) from the Premises. No such removal alters any of the Licensee's obligations under this Agreement, including the amount of any Fees payable under this Agreement. At any time after such a removal, the Commissioner has the right, at his sole election, to either (i) sell the removed property and apply the proceeds to the Fees owed by Licensee to City or (ii) return the removed property to Licensee after Licensee has reimbursed the City for the cost of the removal and storage of the property. Licensee must obtain the Commissioner's written approval prior to replacing or re-installing the removed property.

(b) Licensee further acknowledges that failure on its part to comply with the provisions of this Agreement would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of services to visitors to the Airports and loss of good will as a result of interference with the delivery of the services, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, (i) if Licensee fails to provide the passenger vehicle ground transportation services described in this Agreement, and (ii) if the City notifies Licensee of Licensee's failure to provide those services in accordance with Section 2.8, then, in addition to all other remedies that the Commissioner may have under this Agreement, at law or in equity, Licensee must pay the City as liquidated damages and not as a penalty in connection with the loss of good will the lesser of: (i) \$100 per hour; or (ii) \$1,000 per day Licensee fails to provide such services in accordance with Section 2.8. The obligation to make payments of liquidated damages will continue until the earliest of (A) the date the breach is cured and (B) the date this Agreement ends. The liquidated damages must be paid monthly as Additional Fees.

Section 2.8 - Operating Hours. To the extent not in conflict with any rules or regulations promulgated, or licenses issued, if any, by the Illinois Commerce Commission, Licensee shall keep open its counters for service for such periods during each day and on such days during each week as may be necessary to meet reasonable demands for such services and to properly and adequately serve the public, as determined by the City.

Section 2.9 - Availability of Employee. Without limiting Licensee's obligations under Section 2.8, Licensee shall provide a telephone with direct communications to employees who can provide service to customers for those cases in which an employee is not available at Licensee's counters.

Section 2.10 - Permits and Vehicle Registration. (a) Licensee shall obtain all permits required for the conduct of its business, shall register all vehicles as may be required by laws and ordinances and display valid permits or stickers as may be required. Upon execution of this

License and thereafter annually or at the City's request, Licensee shall provide evidence to the City that Licensee has obtained such permits and registrations.

(b) The City intends to implement an automated vehicle identification system ("AVI System") at the Airports. The purpose of an AVI System is to track all commercial vehicles entering and exiting the Airports. If the City does implement an AVI System at one or both of the Airports, then within 90 days of notice from the City to Licensee, Licensee must purchase and install in all of its vehicles that operate at one or both of the Airports all equipment required by the City for those vehicles to be detected by the AVI System.

Section 2.11 - Utilities. The City shall provide heating, air cooling and electrical service to those portions of the Premises that are within an Airport terminal (e.g., not the curbside) and as reasonably required. Licensee shall pay for its own telephone service and installation of any telephone or computer connections or equipment or for extension of any electrical facilities to provide service. The City may elect to charge Licensee for its electrical usage and may install submeters to measure usage or otherwise estimate usage on a reasonable basis. If the City charges Licensee for electricity, Licensee shall pay each bill at the same time and place as installments of Base Fee or at such other time as required by the City. The City reserves the right to interrupt temporarily the heating, cooling or electrical services furnished to the Premises to make emergency repairs or for other reasonable purposes, and the City shall restore said services as soon as reasonably possible. The City shall have no responsibility or liability for any failure of heating, air cooling, electrical or any other service to the Premises, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or for any other reason whatsoever.

Section 2.12 - Use of Vehicles. Without limiting anything else contained herein, the Licensee shall operate its vehicles in accordance with the following requirements:

(a) Licensee's vehicles shall be subject to the applicable rules now or hereafter promulgated by the Department of Aviation, the Department of Consumer Services, other City departments, and any state or federal departments or agencies;

(b) Licensee shall furnish the Commissioner with a 24-hour phone number for the City to contact the Licensee in case of an emergency;

(c) Licensee shall prepare and observe a vehicle breakdown emergency plan approved by the Commissioner. Any vehicles of the Licensee which break down and are not moved by the Licensee in a timely manner may be towed by the City at the Licensee's expense;

(d) Licensee must attend to its vehicles at all times when such vehicles are on the roadways of the Airports, and unattended vehicles may be towed by the City at the Licensee's expense;

(e) All drivers of Licensee's vehicles shall be properly licensed and must be familiar with Airport roads and rules and those of its routes; and

(f) Licensee's vehicles are subject to inspection by the City's Department of Environment and other governmental entities as required by applicable law.

Section 2.13 - Licensee's Trade Name. Unless otherwise approved by the Commissioner in writing, Licensee must conduct business in the Premises only in Licensee's Trade Name, as defined in Article 1.

Section 2.14 - Management.

(a) **Personnel.** Licensee must maintain a full time professional staff during the Term of this Agreement having sufficient size, expertise and experience to manage the concession operations and to serve as a liaison with the Commissioner. The Commissioner reserves the right to object to the key management personnel responsible for the day-to-day operation of the Premises.

(b) **General Manager.** Without limiting the generality of subsection (a) of this section, Licensee must designate a "General Manager" experienced in management and supervision who has sufficient authority and responsibility to administer and manage the concession operations. The General Manager (or authorized representative) must be immediately available on the days and at the times that Licensee is provide ground transportation services from either or both Airports. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in his sole discretion, that the General Manager is not performing up to standards consistent with the fulfillment of Licensee's obligations.

(c) **Staffing.** All employees of Licensee that are stationed at either or both Airports must wear Airport identification badges issued by the Commissioner, and all other employees must wear an identification badge issued by Licensee. All employees of Licensee must be courteous and helpful to the public at all times, whether or not on duty.

(d) **Salaries.** Salaries of all employees of Licensee and its Subcontractors performing services under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions as are mandated by law or permitted by the applicable regulations issued by the

United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Licensee must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection (d), and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of or exemptions from the requirements of them.

Section 2.15 - Management Responsibilities.

(a) In its capacity as Licensee under this Agreement, and not as an agent of the City, Licensee must manage the concession operations and the Premises in accordance with this Agreement, in furtherance of which Licensee must, among other things:

(1) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of its concession operations and the Premises;

(2) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,

(3) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Licensee from any governmental authority or any Subcontractor with respect to the Licensee's vehicles, its operations, the Premises or any Subcontract.

(4) Licensee shall respond in writing to complaints registered by the police department at the Airports with respect to violations of traffic regulations committed in the course of Licensee's business by Licensee's agents, employees, invitees and licensees, setting forth such action as has been taken or is immediately contemplated to remedy said violations.

(b) If Licensee fails to timely answer and furnish the requisite copies to the Commissioner, Licensee acknowledges that the City may suffer loss of good will and other harm the value of which is difficult to determine, and thus the Commissioner may assess as liquidated damages against Licensee, and not as a penalty, an amount not to exceed \$ 200 per day per breach of this section 2.15.

ARTICLE 3**TERM**

Section 3.1 - **Term of License**. (a) The Term shall be from the Commencement Date until the Expiration Date, or earlier termination as provided for hereunder. The Commissioner, by providing written notice(s) to the Licensee, may extend the License for up to two additional periods, each period not to exceed 5 years, under the same terms and conditions as in this License. However, Licensee may preclude an extension of the Term if Licensee notifies the Commissioner in writing pursuant to the notice provisions of this License of its objection within 10 days of receiving notice from the City of its intent to extend this License. Unless the Commissioner receives such written objection within the stated time period, the proposed extension will be deemed approved without any need for further notice by the City.

(b) Licensee may enjoy such license only if Licensee holds valid certificates of public convenience and necessity from the Illinois Commerce Commission and only to the extent that Licensee remains authorized under applicable law to provide the pick-up and drop-off of passengers services described in this Agreement; provided, however, if such certificates of public convenience and necessity are not required in the future then the City may terminate this license by giving 30 days' prior notice to Licensee.

Section 3.2 - **Operation after Term**. Licensee must vacate the Premises and cease its operations at the Airports as described hereunder upon the expiration or termination of this License. If the Commissioner notifies Licensee to continue to operate beyond the expiration of this License, the term will be deemed automatically extended for a period of 30 days. That 30 day period will be deemed extended for another 30 day period, and such 30 day extensions will continue, until the Commissioner sends written notice to the Licensee stating that the License is not be extended for any additional 30 day period. Subject to the last sentence of this Section 3.2, Licensee shall pay Fees during the extension periods on the same terms and conditions as in this Agreement; the Minimum Guarantee Fee for any extension period shall be calculated in accordance with Section 4.3 based on Gross Revenues for the License Year immediately preceding the 30 day extension period. Subject to Section 15.10 of this Agreement, any holding over with the consent of the City in writing shall thereafter constitute a month to month agreement on the same terms and conditions as the License, including payment of the Fees, or at such other rate of Fees as to which City notifies Licensee prior to or after such holding over.

Section 3.3 - **Return of the Premises**. At the termination or expiration of this License, Licensee shall return the Premises in good condition and repair and Licensee shall remove all personal property and trade fixtures of Licensee from such portion of the Premises prior to the date of termination. Further, at the City's request, Licensee shall also remove all improvements installed by or for Licensee prior to or within ten (10) days after the termination of the License or

Licensee shall repair any damage to the Premises caused by Licensee's removal of the personal property, trade fixtures and Improvements. All such removal and repair required of Licensee pursuant to this Section shall be at Licensee's sole cost and expense. If Licensee fails to remove any items required to be removed by it hereunder or fails to repair any resulting damage prior to or within ten (10) days after termination of the License, then the City may remove said items, including the improvements, and repair any resulting damage and Licensee shall pay the cost of any such removal and repair, together with interest thereon at the Default Rate from and after the date such costs were incurred until receipt of full payment therefor. Licensee shall also furnish to the City (if not previously delivered), and the City shall have the right to use, a full set of the "as-built" plans and specifications for all improvements, and all reports prepared for Licensee on the condition of the Premises.

Section 3.4 - Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Licensee's personal property located on the Premises, as security for non-payment of any Fees due.

ARTICLE 4

FEES

Section 4.1 - Place of Payment. Licensee shall pay Fees as set forth below without set-off, deduction or discount, except as otherwise provided herein, in lawful money of the United States, to City at the Office of the City Comptroller, 333 South State Street, Room 402, Chicago, Illinois 60604, or to such other place or person as City may direct Licensee by written notice. Payment of Fees is independent of every other covenant and obligation in this License. The City shall not be obligated to bill Licensee for any Fees. Payment by Licensee to the City of compensation pursuant to this License shall not be considered to be a tax and shall be in addition to and exclusive of all license fees, taxes, or franchise fees which Licensee may now or in the future be obligated to pay to the City.

Section 4.2 - Base Fee. Licensee shall pay Base Fee for the Premises during the Term. Base Fee shall be payable in monthly installments in advance equal to one twelfth (1/12) of the applicable yearly amount, on the Commencement Date and on the first day of each calendar month; provided, however, if the Commencement Date is not the first day of any calendar month or the Expiration Date is not the last day of any calendar month, the monthly installment of Base Fee for such month shall be adjusted ratably (based on the number of days of such month within the Term).

Section 4.3 - Minimum Guarantee Fee and Percentage Fee. Licensee shall pay a Concession Fee as hereinafter provided:

(a) With respect to each License Year, Licensee shall pay to the City an amount ("Concession Fee") equal to the greater of (i) ten percent (10%) of Gross Revenues ("Percentage Fee") for each License Year or (ii) the Minimum Guarantee Fee for that License Year. The Minimum Guarantee Fee for the first License Year shall be five hundred fifty thousand dollars (\$550,000). The Minimum Guarantee Fee for each License Year thereafter shall be the greater of (i) \$550,000 or (ii) eighty percent (80%) of the amount of the Concession Fee due to the City from Licensee for the previous License Year. The Minimum Guarantee Fee shall be adjusted prorata (based upon the number of days in the year falling within the Term) for a Partial License Year, and for early termination of this Agreement pursuant to Sections 11.1. On the Commencement Date and on the first day of each calendar month during the Term, Licensee shall pay the City monthly installments in advance equal to one-twelfth (1/12) of the Minimum Guarantee Fee applicable for the License Year in which such month falls. If, however, (i) the Commencement Date does not fall on the first day of the month, or if the Expiration Date falls on a date other than the last day of a calendar month, the monthly installment of Minimum Guarantee Fee for such month shall be adjusted prorata (based on the number of days of such month within the Term), or (ii) a calendar month falls in more than one License Year, then the monthly installment of the Minimum Guarantee Fee payable for such month shall be the sum of (A) a monthly installment of Minimum Guarantee Fee applicable to the expiring License Year prorated for the number of days in such calendar month falling in that License Year, and (B) a monthly installment of Minimum Guarantee Fee for the new License Year prorated for the number of days in such calendar month falling within that License Year. If Minimum Guarantee Fee is not determined at the time a payment is required, then Licensee shall continue to pay installments at the rate last payable until the actual amount is determined, at which time (i) Licensee shall pay any excess Minimum Guarantee Fee owed (but in no event later than ten (10) days after the City's request), or Licensee shall be entitled to a credit against next Minimum Guarantee Fee owed in the amount of any excess paid, and (ii) the monthly installment shall be readjusted to be one-twelfth (1/12) of the actual Minimum Guarantee Fee.

(b) On or before the twentieth (20th) day of each calendar month during the Term (other than the month in which the Commencement Date falls) and on or before the twentieth (20th) day of the calendar month immediately following the expiration or other termination of the License, Licensee shall pay to the City the amount, if any, by which the (i) Percentage Fee as calculated under Section 4.3(a) above attributable to Gross Revenues for the period from and after the commencement of the License Year through and including the last day of the immediately preceding calendar month exceeds (ii) the sum of the installments of Minimum Guarantee Fee paid for such period. If a License Year ends on a date other than the last day of a calendar month, and Gross Revenues are not calculated separately for that portion of the month falling in that License Year, then Gross Revenues for the calendar month shall be prorated and included in Gross Revenues

for each of the License Years in which such calendar month falls based on the number of days in such month falling within the particular License Year. If the annual statement of Gross Revenues required pursuant to Section 4.3(c) hereof shows that additional Concession Fee is owed, because the Concession Fee attributable to the License Year or Partial License Year to which the statement of Gross Revenues applies exceeds the amount of all payments theretofore made by Licensee to the City in respect of the License Year or Partial License Year, then Licensee shall pay the balance of the Concession Fee owed to the City concurrently with the submission of said annual statement of Gross Revenues. If the annual statement of Gross Revenues shows that Licensee has overpaid the Concession Fee, it may offset any overpayment against the next payments of Concession Fee owed; any amount remaining at the end of the Term, subject to the other terms and conditions of this License, shall be refunded by the City.

(c) Licensee shall furnish to the Comptroller of the City and the Department on or before the twentieth (20th) day of each calendar month of each License Year a complete statement in a form acceptable to the City, certified by Licensee, including at a minimum: the amount of Gross Revenues made during the prior calendar month on a daily basis from passengers exiting each Airport, the number of passengers Licensee transports from each Airport each day during the calendar month, baggage revenue each day of the calendar month, and a description of the type and amount of any other Gross Revenues for the calendar month; provided, however, with respect to the month in which the Commencement Date falls, Licensee may furnish such report of Gross Revenues at the time its next monthly report is due. Licensee also agrees that it will furnish to City no later than ninety-five (95) days after the end of each Tax Year or Partial Tax Year, and within ninety-five (95) days after the expiration or termination of this License, a complete statement of Gross Revenues certified by an independent certified public accountant employed by Licensee, showing in all reasonable detail the amount of Gross Revenues during the preceding Tax Year or Partial Tax Year and copies of all returns and other information filed with respect to Illinois sales and use taxes. Said annual statement shall include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by Continental Air Transport Company, Inc., for the year ended _____ relating to its operations at the O'Hare International Airport and Chicago Midway Airport pursuant to an Agreement dated _____, _____. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes

such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$_____ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended _____."

All such reports and statements shall be prepared on a form approved by the City and shall, among other things, provide a breakdown of the Gross Revenues by type of service rendered (passenger transportation and package/luggage transportation) and an analysis of all Fees due and payable to the City with respect to the period in question. Licensee shall require all subtenants, franchisees and any other persons operating pursuant to this License to furnish similar statements for business performed arising out of this License. In the event Licensee shall fail to timely furnish to the City any monthly or annual statement required under this License or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the City shall have the right (but shall not be obligated) without notice, to conduct an audit of Licensee's books and records and to prepare such statements at Licensee's expense. Moreover, in the event Licensee fails to timely furnish any monthly or annual statement or fails to make available its books and records, the City shall have the right to estimate the Gross Revenues.

(d) Licensee shall prepare and maintain at an office in Chicago, Illinois or its corporate headquarters (if approved by the City) full, complete and proper books, records and accounts in accordance with generally accepted accounting principles, of the Gross Revenues, both for cash and on credit, and of the operations of any franchisee or subtenant and shall require and cause all such parties to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Licensee.

- (i) The books and source documents to be kept by Licensee shall include, without limitation, true copies of all Federal, State and local tax returns and reports, copies of rental agreements, and daily receipts from all transactions conducted by Licensee, franchisees and any other persons conducting business as a result of this License, detailed original records of any exclusions or deductions from Gross Revenues, sales tax records and such other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Licensee's revenues. Licensee shall, or shall cause each franchisee or any other persons conducting business as a result of this License to, record at the time of each transaction, all receipts

from such sale or other transaction, whether for cash, credit or otherwise. Licensee shall at all times use such cash registers, invoicing machines, sales slips and other accounting equipment and devices and forms as are reasonably necessary to record properly, accurately and completely all transactions involving Gross Revenues. Said books, records and accounts, including any sales tax reports that Licensee or any subtenant may be required to furnish to any government or governmental agency, shall be retained and at all reasonable times be open to the inspection (including the making of copies or extracts) of the City, the City's auditor or other authorized representative or agent for a period of at least three (3) years after the expiration of each License Year.

- (ii) The acceptance by the City of payments of Fees shall be without prejudice to the City's right to an examination of the Licensee's and books and records of Gross Revenues in order to verify the amount of Gross Revenues.
- (iii) After providing Licensee as the case may be, at least twenty-four (24) hours prior verbal notice, the City may inspect the books and records of Licensee and any subtenant or other person doing business as a result of this License or require Licensee to furnish the City copies of extracts of such books and records. Further, at its option, the City may at any reasonable time, upon no less than ten (10) days' prior written notice to Licensee, cause a complete audit to be made of Licensee's or any subtenant's entire records relating to the License for the period covered by any statement issued by the Licensee as above set forth. If such audit shall disclose that Licensee's statement of Gross Revenues is understated to the extent of two percent (2%) or more, Licensee shall promptly pay to the City the cost of said audit in addition to the deficiency (and interest thereon at the Default Rate), which deficiency shall be payable whatever its amount. In addition to the foregoing, and in addition to all other remedies available to the City, if Licensee or the City's auditor shall schedule a date for an audit of Licensee's records and Licensee shall fail to be available or otherwise fail to comply with the reasonable requirements for such audit, Licensee shall pay all costs and expenses associated with the scheduled audit.

(e) The City may, in its sole discretion, and if Licensee so requests, consent to Licensee's transmission of its monthly (but not annual) sales reports electronically, and to maintain its books and records in computerized form, provided that it is convenient and possible and that:

- (i) As to reports of Gross Revenues, (A) monthly reports are transmitted by disc or modem transmission to the City's data center, in either case in a manner compatible with the City's computer system and approved in writing by the City, and (B) print copies of such reports are furnished to the City within 30 days after request (which request may be made at any time within one year after the electronic reports are furnished by Licensee to the City); and
- (ii) As to books and records, (A) Licensee's computerized books and records provide the same level of information as the print books and records described above, are retained for the full record retention period provided for herein, and are made accessible for the City's inspection on request, and (B) print copies of any of such books and records are made available to the City's agents who are engaged in inspecting Licensee's books and records, as provided herein, promptly upon request.

Consent by Lessor to either electronic transmission of Gross Revenues reports or computerized record keeping, once given, may be revoked by the City on prior written notice to Licensee.

Section 4.4 - Interest on Overdue Amounts. Fees and any additional charges not paid when due shall bear interest at the Default Rate from the time such are due.

Section 4.5 - Security Deposit.

(a) As additional security for the faithful and prompt performance of Licensee's obligations hereunder, Licensee shall deliver the Security Deposit to City simultaneously with the execution of this License, to be held and applied by the City for the purpose of: curing any Event of Default; paying any amounts owed by Licensee to City pursuant to this License or any amount which the City may spend or be obligated to spend as a result of Licensee's default; or to compensate the City for any other damages as a result of Licensee's default. Licensee shall, at the commencement of each License Year, increase the amount of the Security Deposit (based on the definition of the Security Deposit), if Base Fee or Minimum Guarantee Fee (if any) has increased. In the event that City applies any portion of the Security Deposit for such purpose, Licensee shall within

fifteen (15) days after written demand therefor deposit cash with City in an amount sufficient to restore the Security Deposit to its original amount, and Licensee's failure to do so shall be a material breach of this License. The Security Deposit shall not be deemed an advance payment of Fees or a measure of City's damages for any breach of the terms of this License by Licensee. Licensee may not elect to apply any portion of the Security Deposit toward the payment of Fees or other charges payable by Licensee hereunder. City shall not be required to segregate the Security Deposit from Airport funds and Licensee shall not be entitled to interest on the Security Deposit. If Licensee shall fully and faithfully perform every provision of this License to be performed by it, the Security Deposit or any balance thereof shall be returned to Licensee within ninety (90) days after the expiration of the Term and Licensee's vacation of the Premises.

(b) The Security Deposit may be in the form of a letter of credit in the form attached as Exhibit E or other form acceptable to the City. If Licensee delivers a letter of credit as the Security Deposit, then the first such letter of credit shall expire no earlier than twelve (12) months after issuance and all subsequent replacement letters of credit shall expire no earlier than twelve (12) months from the expiry date of the then outstanding and expiring letter of credit. Licensee shall ensure that at all times during the Term of this License, and for ninety (90) days after expiration of the Term (or any holdover period), an unexpired letter of credit in the face amount of the Security Deposit or cash in the amount of the Security Deposit shall be in the possession of the City. Licensee shall deliver each replacement letter of credit to the City no later than thirty (30) days prior to the expiry date of then outstanding and expiring letter of credit. Failure by Licensee to deliver any replacement letter of credit as required above shall entitle the City to draw under the outstanding letter of credit and to retain the entire proceeds thereof for application as the Security Deposit under this License. Each letter of credit shall be for the benefit of the City and its successors and assigns, shall be expressly assignable, and shall entitle the City or its successors or assigns to draw from time to time under the letter of credit in portions or in whole upon presentation of a sight draft.

If an Event of Default by Licensee exists with respect to any provision of this License, including, but not limited to, the provisions relating to the payment of Fees, the City may draw under the letter of credit in part or in whole and use, apply or retain all or any part of the proceeds thereof as if a cash Security Deposit.

Any letter of credit delivered by Licensee shall be issued by companies or financial institutions authorized to do business in Illinois, satisfactory to the Comptroller, and which have an office in Chicago where the City may draw on the letter of credit. If the financial condition of any letter of credit issuer issuing the letter of credit materially and adversely changes, the City may, at any time, require that such letter of credit be replaced with a letter of credit from an acceptable financial institution.

(c) Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and that have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Licensee to immediately close some or all of the Premises unless the Letter of Credit is in place and effective.

(d) Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit in accordance with the requirements set forth in this section.

(e) No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Licensee from faithfully performing in accordance with the terms and conditions of this Agreement or limit the liability of Licensee under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

(f) Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Licensee to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Licensee to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section 4.5.

Section 4.6 - Taxes. Licensee must timely pay, as and when due, any and all taxes (including, but not limited to, "leasehold" taxes), assessments and charges levied, assessed or imposed upon this Agreement, the Premises or Licensee's business or upon Licensee's personal property and all license fees, permit fees and charges of a similar nature for the conduct by Licensee of any business or undertaking in the Premises. Licensee must provide the Commissioner with copies of all notices relating to the taxes within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of the taxes when due. Nothing in this Agreement precludes Licensee from contesting the charge or tax, including those taxes or charges enacted or promulgated by City.

ARTICLE 5**CONSTRUCTION, MAINTENANCE AND REPAIR**

Section 5.1 - Americans With Disabilities Act. Within thirty (30) days after the Commencement Date, Licensee shall, at its sole cost and expense, make such modifications and improvements to the Premises as may be necessary for the Premises to comply with the Americans with Disabilities Act of 1990, as hereafter amended from time to time, and regulations promulgated thereunder.

Section 5.2 - Improvements. Licensee may not without the prior written approval of the applicable City authorities, including but not limited to the City's Department of Buildings and the Commissioner: (i) construct or install in the Premises any improvements or equipment, and any additions thereto; and (ii) display signage. Any construction or improvements shall commence only after Licensee obtains any requisite building or construction licenses or permits as may be required by federal, state or local laws or regulations. A construction application together with plans and specifications of any proposed construction or installation (including any substantial alteration or addition thereto), a proposed schedule and evidence of insurance coverages required by Article 7 shall be submitted to and received by the City prior to the issuance of written approval from the City and before commencement of construction. Licensee shall require the Contractor to furnish a performance and payment bond in form and substance acceptable to City. City's approval shall be absolute and may be withheld in its sole discretion, but City's approval of or consent to any plans and specifications shall not constitute a zoning approval or approval for other purposes or by other agencies or divisions of the City. Where appropriate, the professionals shall be properly licensed and insured to perform their work. During any construction or installation of such other improvements, City shall have the right at all times to have inspectors or other representatives of the City at the site to review and inspect all such work. Notwithstanding said right of review and inspection of the City, City shall in no way be deemed responsible for any such work not being completed in accordance with approved plans and specifications or applicable laws, codes, statutes, rules or regulations.

Any work performed in connection with such improvements at the direction of Licensee, even though performed by contractors, shall be the responsibility of Licensee. During any construction by Licensee, Licensee shall be solely responsible for the support, maintenance, safety and protection of the facilities of the City, and for the safety and protection of all persons or employees and of all property therein. All work shall be performed in accordance with the plans and specifications and other documents submitted to and approved by the City, with the Airport design and construction standards and any other applicable federal, state or local laws, codes, ordinances, statutes, rules, regulations, and with the legal requirements set forth in Articles 6 and 8 hereof. Licensee shall also comply with the additional legal requirements set forth in Exhibit B. Once work is completed, Licensee shall furnish "as-built" plans to City.

Section 5.3 - Maintenance and Repair.

(a) Licensee must provide all cleaning and janitorial services to the Premises. Licensee must clean, maintain and repair (including replacements, where necessary) the Premises in first-class condition and repair during the entire term of this Agreement. Without limiting the foregoing, Licensee must maintain utility lines to the Premises as follows: (i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve the Premises, Licensee must maintain those branch lines and facilities that are located within the Premises; and (ii) where the utility lines are solely for the use of the Premises, Licensee is obligated to maintain the utility lines from the Premises up to the main entry point to the Airport terminals. Alternatively, the City may maintain the lines and charge Licensee the reasonable cost of the maintenance. Licensee must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Premises. To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern.

(b) **City's Right to Perform Licensee's Maintenance Obligations.**

(i) If Licensee fails to perform its maintenance obligations required under this section within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, perform or cause the performance of any obligation required of Licensee under this section in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question (without limiting the right of any other City department or agency to enforce City ordinances or regulations). Inaction of the Commissioner never constitutes a waiver of any right accruing to his under this Agreement nor do the provisions of this subsection or any exercise by the Commissioner of his rights under this Agreement cure any Event of Default. Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

(ii) All sums paid by the City under the provisions of this section and all necessary and incidental costs, expenses and reasonable attorneys' fees incurred in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Licensee, are deemed further Additional Fees under this Agreement and are payable to the City within 10 days following receipt of written demand therefor or, at the option of the Commissioner, may be added to any Fee then due or later becoming due under this Agreement, and Licensee covenants to pay any such sum or sums with interest at the Default Rate.

As to any repairs and replacements Licensee also shall, in connection therewith, comply with the requirements of Section 5.2 above.

(c) Licensee must keep the curbside at which it is operating in a clean and orderly condition.

Section 5.4 - Signs. Any signs installed by Licensee on the Premises shall be limited to the purpose of identifying Licensee and not for advertising; provided, however, that the Commissioner may require the Licensee to post signs providing information about other ground transportation services. The number, general type, size, design and location of such signs shall be subject to the prior written approval of the City.

Section 5.5 - Covenant Against Liens. No party shall have any right to file any liens against the Premises or any other property of City, and Licensee shall keep the Premises and the buildings, improvements and facilities constructed thereon free and clear of liens or claims of liens in any way arising out of the construction, improvement or use thereof by Licensee. In the event of an attempt to file a lien against the Premises as a result of any act or omission of Licensee, Licensee shall promptly take such steps as are necessary to release such claim or attempted lien from the Premises.

Section 5.6 - Ownership of Improvements. The City shall own all improvements and betterments hereinafter made to the Premises.

ARTICLE 6

COMPLIANCE WITH ALL LAWS

Section 6.1 - Applicable Laws. Without limiting the provisions of Article 2 of this License, Licensee shall, at its sole cost and expense, comply, and shall cause its contractors and their respective agents and employees to comply, with all applicable laws, including without limitation, the following:

- (a) Non-Discrimination:
 - (i) Federal Requirements:

- (A) It shall be an unlawful employment practice for Licensee to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.
- (B) Licensee shall comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Licensee shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. Part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and FAA Circular No. 150/5100XXV; and all other applicable federal statutes, regulations and other laws.

(ii) State Requirements:

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, and all rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750, App. A; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; the Environmental Barriers Act, 410 ILCS 25/1 et seq. Ill. Rev. Stat.; and all other applicable state statutes, regulations and other laws.

(iii) City Requirements:

Licensee shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Code, and all other

applicable City ordinances and rules. Further, Licensee shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

(b) Prevailing Wage:

- (i)** Licensee shall comply with 820 ILCS 130/0.01 et seq., as it may be amended (the "Prevailing Wage Act"), so long as the Prevailing Wage Act is in effect, in order to ensure that such persons covered by the Prevailing Wage Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. The present prevailing rates are attached hereto as Exhibit D. All contracts shall list the specified rates to be paid to all laborers, workers, and mechanics for such craft or type of worker or mechanic employed in the contract. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to all such contracts.
- (ii)** The term "general prevailing hourly rate," when used in this License means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employees engaged in work of a similar character on public work.

(c) Non-Collusion, Bribery of a Public Officer or Employee:

Licensee shall comply with the Code, Section 2-92-320, as follows:

- (i)** No person or business entity shall be awarded a contract or subcontract if that person or business entity:

 - (A)** Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that office's or employee's official capacity; or
 - (B)** Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or

- (C) Has made an admission of guilt of such conduct described in (A) or (B) above which is a matter of record but has not been prosecuted for such conduct.
 - (ii) For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.
 - (iii) Ineligibility under this section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Purchasing Agent under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of "affiliated agency," and a detailed description of the conditions which would permit the Purchasing Agent to reduce, suspend, or waive the period of ineligibility.
- (d) Chapter 2-56 of the Code Office of Inspector General:
- (i) It shall be the duty of Licensee to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Code. Licensee understands and will abide by all provisions of Chapter 2-56 of the Code.
 - (ii) All contracts shall inform contractors of this provision and require understanding and compliance herewith.
- (e) Governmental Ethics Ordinance: Licensee shall comply with Chapter 2-156 of the Code, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- (f) Section 2-92-380 of the Code: The Licensee hereby warrants and covenants that it has no debts or outstanding parking violation complaints as defined in Section 2-92-380 of the Code.

(g) **American with Disabilities Act:** Any and all transportation services provided by the Licensee and its franchisees shall comply with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to, the following: American with Disabilities Act, P.L. 101-336 (1990), 42 U.S.C. 12101 *et seq.* and the Uniform Federal Accessibility Guidelines for Buildings and Facilities and, the Illinois Environmental Barriers Act, 410 ILCS 25/1 *et seq.* (1991), and the regulations promulgated thereto at 71 Ill. Admin. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, Licensee shall comply with the standard providing greater accessibility.

(h) **MacBride Principles Ordinance:**

- (i) The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provides a better working environment for all citizens in Northern Ireland.
- (ii) In accordance with Section 2-92-580 of the Code, if Licensee conducts any business operations, it shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

(i) **Certification:** Licensee shall complete the appropriate subsection for State Tax Delinquencies and acknowledge all other representations in the Disclosure Affidavit in the form provided by the City, which certifies that Licensee, its agents, employees, officers and any contractors a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal code; b) do not owe any debts to the State of Illinois, in accordance with Section 11-42.1-1 of the Illinois Municipal code and c) are not presently debarred or suspended as defined in subsection D, Certification Regarding Suspension and Disbarment of the Disclosure Affidavit in Part One of the Contract Documents.

(j) **Disclosure of Ownership:** Pursuant to Code sections 2-92-010, 2-92-020, 2-92-030 and 2-154(e), Licensee shall be required to complete Section I, Disclosure of Ownership Interests in the Disclosure Affidavit.

(k) **Resident Preference:**

If pursuant to this Agreement, Licensee is to perform construction

("Work") with an estimated contract value of \$100,000 or more, Licensee and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago (1990) ("Municipal Code"), as amended from time to time concerning the minimum percentage of total worker hours performed by actual residents of the City. (At least 50% of the total worker hours worked by persons on the site of the Work must be performed by actual residents of the City). In addition to complying with this percentage, Licensee and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

Licensee may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Purchasing Agent of the City.

"Actual residents of the City" means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Licensee and each Subcontractor (for purposes of this subsection 6.1(k) "Employer") must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted to the Commissioner in triplicate and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

Each Employer must provide full access to its employment records to the Purchasing Agent, the Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of each Employer to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

When the Work is completed, in the event that the City has determined that Licensee has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Licensee to the City as liquidated damages, and not as a penalty, in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Licensee and/or the Subcontractors to prosecution. The City may draw against the Security Deposit any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

Licensee must cause or require the provisions of this subsection 6.1(k) to be included in all construction Subcontracts related to the Work.

(l) Motor Carriers: Licensee shall abide by all laws applicable to carriers of passengers, including but not limited to the Federal Motor Carrier Safety Act and other applicable laws contained in Title 49 of the Code of Federal Regulations.

(m) Licensee must not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws, and, with respect to the release, use, treatment, or disposal of any such hazardous substances. Licensee must not use or allow the Premises to be used for the storage of any such hazardous substances, except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the concession operations, all of which must be stored in compliance with all applicable

Environmental Laws. Upon the expiration or termination of this Agreement, Licensee must surrender the Premises to the City free from the presence and contamination of any hazardous substances.

(n) Business Relationships with Elected Officials: Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, or any person acting at the direction of such official, to contact, either orally or in writing, any other city official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

Section 6.2 - Conflicts of Interest.

(a) Licensee represents and warrants that no member of the governing body of the City of Chicago or other unit of government and no other officer, employee or agent of the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with this License has any personal interests, direct or indirect, in this License or in Licensee.

(b) Licensee covenants that (i) no member of the governing body of the City of Chicago and no officer, employee or agent of the City of Chicago or other unit of government exercising any functions or responsibilities in connection with this License shall acquire any personal, financial or economic interest, direct or indirect, in Licensee

or this License, and (ii) no member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or employee of the City of Chicago shall be admitted to any share or part of this License or any financial benefit to arise from it.

Section 6.3 - DBE Compliance.

(a) The City is committed to enhancing the opportunities of disadvantaged businesses. Accordingly, Licensee must act in accordance with the Special Conditions Regarding Disadvantaged Business Enterprise Commitment (in connection with Airport Business Opportunities) and executed schedules that are attached to this Agreement as Exhibit 3, as amended from time to time. The City will use reasonable efforts to notify Licensee of such amended Special Conditions Regarding Disadvantaged Business Enterprise Commitment within a reasonable period after such amendments become effective. Such amendments will amend Exhibit 3 upon notice to Licensee. To be counted towards Licensee's commitment to DBE participation under this Agreement, DBEs must be and remain certified as DBEs in accordance with applicable laws.

(b) This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 C.F.R. Part 23, Subpart F, as amended from time to time. Licensee must not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concessions agreement covered by 49 C.F.R. Part 23, Subpart F. Licensee must include the above statements in any subsequent contracts that it enters into with Subcontractors and cause those businesses to similarly include the statements in further agreements, where appropriate and when required by law.

ARTICLE 7

INDEMNITY, INSURANCE, DAMAGE OR DESTRUCTION

Section 7.1 - Indemnification.

(a) Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("Anti-Indemnity Act"), Licensee must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses, including those related to:

(i) injury, death or damage of or to any person or property;

(ii) the contamination by any hazardous material (as the term may be described in any applicable Environmental Laws) or otherwise;

(iii) any infringement or violation of any property right (including any patent, trademark, or copyright);

(iv) failure to pay or perform or cause to be paid or performed Licensee's covenants and obligations as and when required under this Agreement or otherwise to pay or perform its obligations to any Subcontractor;

(v) the Commissioner's exercise of her rights and remedies under section 10.2;

(vi) injuries to or death of any employee of Licensee or any Subcontractor any worker's compensation statute; and

(vii) taxes and assessments levied or assessed on the Premises, or which arise out of Licensee's concession operations, or which arise by reason of Licensee's occupancy of the Premises.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages, and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Licensee, its employees, agents, sublicensees, and Subcontractors.

(c) At the City Corporation Counsel's option, Licensee must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Licensee of any of its obligations under this Agreement. No settlement may be made without the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City or in any way involves the Airports.

(d) To the extent permissible by law, Licensee waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Licensee that may be subject to the Workers' Compensation Act, 820 ILCS 305/1 *et seq* or any other law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The waiver, however, does not require Licensee to indemnify the City for its own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act, under the Illinois Pension Code or any other statute.

(e) The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Licensee beyond the Term. Licensee acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Licensee's duties under this Agreement, including the insurance and Security Deposit requirements under this Section 7.1.

Section 7.2 - Insurance.

The Licensee must provide and maintain at Licensee's own expense, during the term of the Agreement and during the time period following expiration if Licensee is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. **INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Licensee shall be required to maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Licensee must provide Automobile Liability Insurance with

limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Licensee shall be required to maintain limits of not less than \$2,000,000 with the same terms herein.

4) Property

Licensee must maintain all-risk property insurance for the Premises including improvements and betterments, in the amount of their full replacement cost. The City of Chicago is to be named as an additional insured and loss payee.

The Licensee shall be responsible for all loss or damage to personal property (including but not limited to material, equipment, tools, and supplies), owned, rented or used by Licensee.

Licensee is responsible for all physical damage losses to vehicles.

B. OTHER REQUIREMENTS

The Licensee must furnish the City of Chicago, Department of Aviation, O'Hare International Airport, P.O. Box 66142, Chicago, IL 60666, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Licensee must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Licensee is not a waiver by the City of any requirements for the Licensee to obtain and maintain the specified coverages. The Licensee must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Licensee of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Licensee.

The Licensee agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Licensee in no way limit the Licensee's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Licensee under the Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

The Licensee must require all Subcontractors to provide the insurance required herein, or Licensee may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Licensee unless otherwise specified in this Agreement.

If Licensee or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Section 7.3 - Damage and Destruction.

(a) In the event a portion of the Premises or a terminal at the Airports shall be substantially damaged or destroyed, then either the City or the Licensee may delete the affected portion of the Premises by giving notice to the other at any time no later than ninety (90) days after the date of such damage or destruction.

(b) If any improvements to the Premises are not diligently repaired by Licensee where required, then the City shall be entitled to all insurance proceeds payable on account of improvements in such space.

ARTICLE 8

AIRPORT MATTERS

Section 8.1 - **Rules and Regulations.** Licensee shall observe and obey all rules and regulations governing the conduct and operation of the Airports promulgated from time to time by City, county, state or federal authorities and, in particular, Licensee agrees at all times to comply

with any master security plan and procedures for the Airports as may be established by the Commissioner or the City from time to time. In emergency cases City shall deliver to Licensee such emergency rules and regulations as promptly as practical.

Upon request, City shall provide Licensee with copies of City's current Airport rules and regulations applicable to Licensee. Except in cases of emergency, subsequent rules and regulations promulgated by City shall be applicable to Licensee fifteen (15) days after notice of the adoption thereof.

Section 8.2 - Other Legal Requirements. Licensee shall comply, and shall cause its contractors to comply, with all applicable federal, state and local laws, codes, regulations, ordinances, rules and orders including, without limitation, those promulgated by the FAA, which shall include, but not be limited to, the following:

(a) Nothing herein shall be construed to grant or authorize the granting of an exclusive right to conduct any business and the City reserves the right to grant to others the privileges of conducting any activities at the Airports, including those contemplated hereunder.

(b) This License involves the use of or access to space on, over or under real property acquired or improved under the Airport Improvement Program of the Federal Aviation Administration, and therefore involves activity which serves the public. Licensee, 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 (i) 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; (ii) 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 (iii) that Licensee shall use the Premises in compliance with all other requirements imposed by or pursuant to regulations of the U.S. Department of Transportation.

(c) Licensee agrees to furnish services in the United States in compliance with Federal law and 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 the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions.

Section 8.3 - Airport Agreements. Licensee's use and occupancy of the Premises shall be and remain subject to (a) the provisions of any existing or future agreements between City and the United States government, FAA or other governmental authority, relative to the operation or maintenance of the Airports, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements, and (b) any use agreement heretofore or hereafter executed by the City with airlines

operating at the Airports, and any ordinance or indenture, or both, authorizing bond anticipation notes adopted by the City Council of the City authorizing the issuance of notes, bonds or other obligations for the Airports and securing such obligations by a pledge of revenues or net revenues of the Airports and any ordinance or indenture supplemental thereto, which shall also include any master indenture. Licensee further agrees that it shall not cause the City to violate any assurances made by the City to the Federal government in connection with the granting of such Federal funds.

Section 8.4 - Airport Security, Badging and Vehicles.

(a) This Agreement is expressly subject to 49 U.S.C. Chapter 449, Security, the provisions of which, and all rules and regulations promulgated under it, are incorporated by reference. Licensee must comply, and must cause its Subcontractors, guests, and invitees to comply, with all such rules and regulations as they apply to them, as well as any other applicable rules and regulations governing the conduct and operation of the City's airports which may be promulgated from time to time by the Commissioner.

(b) If, in the performance of this Agreement, any employee of Licensee or any Subcontractor has (i) unescorted access or regular escorted access to aircraft located on or at the City's airport; (ii) unescorted access or regular escorted access to secured areas; or (iii) capability to allow others to have unescorted access to such aircraft or secured areas, then that employee is subject to such employment investigations (including the submission of fingerprints to the City to conduct criminal history record checks) as the FAA, the Transportation Security Administration (the "TSA"), and the City may consider necessary. All such individuals who pass the requisite employment investigation will be required to participate in a security awareness program and will be issued an identification badge that must be visibly displayed at all times while on the airfield or other secured areas of the airport. They will further be required to report suspected security violations in accordance with rules and regulations promulgated by the Secretary of the United States Department of Transportation, by the Administrator of the FAA, the Under Secretary of Transportation Security and the Commissioner.

(c) All vehicles and equipment must be kept within the work areas established for that work shift unless traveling to or from the project site. Under no circumstances may vehicles or equipment be parked outside these areas. At no time may any vehicles be parked or operate within 131 feet of the centerline of any operational taxiway segment or within 257 feet of the centerline of any operational runway during any work shift. At no time may any vehicles or equipment be parked within 160 feet of the centerline of an operational taxiway segment or within 400 feet of the centerline of an operational runway (object free area) during periods other than the work shifts.

(d) Failure to comply with applicable rules and regulations may result in administrative actions or judicial prosecution. Licensee will be jointly liable for any fines imposed for violation of rules and regulations by its employees and those of its Subcontractors, guests, and invitees.

Section 8.5 - **Regulating the Airports; Airport Operations.** City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airports in City's sole discretion. City reserves the right, but shall not be obligated to Licensee, to maintain and keep in repair the landing area of the Airports and all publicly owned facilities of the Airports. City shall not have any obligation to continue to operate the Airports or any part as an airport for passenger or freight air transportation or at any particular level of operation and may at any time limit or discontinue use of the Airports or any means of access to or within the Airports in whole or part.

ARTICLE 9

EXERCISE BY CITY OF GOVERNMENTAL FUNCTIONS

Nothing contained in this License shall impair the right of City in the exercise of its governmental functions including, without limitation, the right to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

ARTICLE 10

DEFAULT AND TERMINATION

Section 10.1 - **Event of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

- (a) Any material misrepresentation made by Licensee to the City in the inducement to or in the performance of this Agreement.
- (b) A failure by Licensee to make any payment in full when due under this Agreement and failure to cure the default within 5 days after the City gives written notice of the non-payment to Licensee. Licensee's failure to make any such payment within 5 days after the written notice more than 3 times in any License Year constitutes an Event of Default without the necessity of the City giving notice of it to Licensee or any opportunity to cure it.
- (c) Failure by Licensee to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Licensee contained in this Agreement and the failure to cure the default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after delivery of written notice of the failure. But, if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Licensee promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is

reasonably susceptible of cure within 45 days from delivery of the notice, Licensee will have the additional time, not in any event to exceed 45 days, to cure the failure, provided however that such additional period shall not apply (i) to a default that creates or presents danger to persons or property or materially adversely affects the City's interest in the operation of the Airports or (ii) if the nature of the default is one for which the City (or any official, representative, employee or agent) may be subject to fine or imprisonment. (The provisions of this subsection 10.1(c), however, do not apply to breaches of those provisions of this Agreement that provide for different cure periods or those that do not allow a right to cure; those different cure periods or the disallowance of the cure periods take precedence over the provisions of this subsection 10.1(c)).

(d) A failure by Licensee to promptly and fully perform any obligation or duty, or to comply with any restriction, of Licensee contained in this Agreement concerning assignment or transfer, whether directly or indirectly, of Licensee's rights or interests in this Agreement.

(e) A failure by Licensee to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the default within 2 days following oral or written notice of the failure from the Commissioner; or, if the noncompliance is non-material, the failure to remedy the non-compliance within 20 days after the City gives written notice to Licensee.

(f) Licensee's failure to continuously conduct its business at the Airports or if any permit allowing it to do business in the City is revoked.

(g) Licensee fails to maintain all licenses, certificates and permits required by law for the operation of the ground transportation services described herein, including, but not limited to, applicable licenses and certificates of public convenience and necessity required by the Illinois Commerce Commission.

(h) Licensee fails to maintain the hours of operation and counter hours in accordance with the provisions of Section 2.8.

(i) The material default of Licensee or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period. In case of an Event of Default under this Agreement the City also may declare a default under any such agreements.

(j) Licensee does any of the following and the action affects Licensee's ability to carry out the terms of this Agreement:

(i) becomes insolvent, as the term is defined under section 101 of the Bankruptcy Code as amended from time to time; or

(ii) fails to pay its debts generally as they mature; or

(iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or

(iv) makes a general assignment for the benefit of creditors, or

(v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

(k) An order for relief is entered by or against Licensee or its guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

(l) Licensee is dissolved.

(m) A violation of law that results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense, by Licensee, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the judgment of Commissioner, the performance of this Agreement in accordance with its terms.

(n) If Licensee shall fail to comply with an order of a court of competent jurisdiction or proper order of a governmental agency within the required time period or the Illinois Commerce Commission revokes Licensee's authority to operate.

(o) Licensee's failure to comply with the DBE requirements set forth in this Agreement.

(p) Licensee's failure to comply with the AVI System requirements set forth in Section 2.10(b).

(q) Licensee's failure to comply with Section 6.1.

(r) Licensee's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Commissioner indicate a willful or reckless disregard for City laws and regulations.

Section 10.2 - Remedies.

(a) If an Event of Default occurs, in addition to any other remedies provided for

in this Agreement, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

(i) Terminate this Agreement (including, but not limited to, the license to pick-up and drop-off passengers within areas of the Airports) and exclude Licensee from the Premises. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Licensee that this Agreement ceases and expires and becomes absolutely void on the date specified in the notice, to be no less than 5 days after the date of the notice, without any right on the part of Licensee after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Licensee under this Agreement, wholly ceases and expires and becomes void in the same manner and with the same force and effect (except as to Licensee's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term.

(ii) Recover all Fees, including Additional Fees and other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Licensee would have been obligated to pay for the balance of the Term calculated as provided in this Agreement or, if not fixed, as reasonably estimated. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term must be discounted to present value at the Prime Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

(iii) At any time after the occurrence of any Event of Default, whether or not the license under this Agreement has been terminated, reenter and repossess the Premises and any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-license all or any part of the Premises. The City, however, is not required to accept any licensee proposed by Licensee or to observe any instruction given the City about such a re-license. The failure of the City to re-license the Premises or any part or parts of it does not release or affect Licensee's liability under this Agreement nor is the City liable for failure to re-license. Reentry or taking possession of the Premises does not

constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Licensee.

Even if the City re-licenses without termination, the Commissioner may at any time after that elect to terminate this Agreement for any previous breach and default. For the purpose of re-licensing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Premises to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Licensee as Additional Fees under this Agreement. Any sums collected by the City from any new licensee obtained on account of Licensee will be credited against the balance of the Fees due under this Agreement. Licensee must pay the City monthly, on the days when payments of Fees would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new licensee, if any.

Licensee, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Premises or to have a continuance of this Agreement for the Term; as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

(iv) To exercise the remedy of self-help and to enter upon the Premises, distrain upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Licensee or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Licensee's officers, to conduct a private sale, by auction or sealed bid without restriction. Licensee waives the benefit of all laws, whether now in force or later enacted, exempting any of Licensee's property on the Premises or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

(v) To seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

(vi) To seek and obtain money damages, including special, exemplary, incidental and consequential damages.

(vii) To deem Licensee non-responsible in future contracts or concessions to be awarded by the City.

(viii) To accept the assignment of any and all Subcontracts, and to require Licensee to terminate a Subcontractor that is causing breaches of this Agreement.

(ix) To declare Licensee to be in default under any other contract or agreement between the City and Licensee or an Affiliate of Licensee and to exercise any and all remedies available to the City under them.

(b) All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Premises deprives the City of any of its remedies against Licensee for Fees, Additional Fees or other amounts due or for damages for the Licensee's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

(c) The City's waiver of any one right or remedy provided the City in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any default or violation of any of the terms, covenants or conditions of this Agreement will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or default or with respect to any continuation or repetition of the original violation or default. The acceptance by the City of payment for any period or periods after a default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or default, or for continuation or repetition of the original violation or default. Licensee has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

(d) Neither this Agreement nor any rights or privileges under this Agreement are an asset of Licensee or any third party claiming by or through Licensee or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

Section 10.3 - Other Provisions.

(a) If City exercises the remedies provided for in Section 10.2(a) above, Licensee shall surrender possession and vacate the Premises or appropriate portion thereof immediately and deliver possession thereof to City, and Licensee hereby grants to City full

and free license to enter into and upon the Premises in such event and take complete and peaceful possession of the Premises, with or without process of law, to expel or remove Licensee and any other occupants and to remove any and all property therefrom without being deemed in any manner guilty of trespass, eviction, forcible entry and detainer, or conversion of property and without relinquishing City's right to any fees or any other right given to City hereunder or by operation of law.

(b) All property removed from the Premises by City pursuant to any provisions of this License or by law may be handled, removed or stored in a commercial warehouse or otherwise by the City at the risk, cost and expense of Licensee, and City shall in no event be responsible for the value, preservation or safekeeping thereof. Licensee shall pay City, upon demand, any and all expenses incurred by City in such removal and storage charges against such property so long as the same shall be in City's possession or under City's control. All property not removed from the Premises or retaken from storage by Licensee within forty-five (45) days after the end of the Term, however terminated, shall, if the City so elects, be conclusively deemed to have been forever abandoned by Licensee.

(c) Licensee shall pay all of City's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Licensee's obligations under this License.

(d) No waiver by City of default of any of the terms, covenants or conditions hereof to be performed, kept and observed by Licensee shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions. No failure by City to timely bill Licensee for any rentals, fees or charges of any kind shall in any way affect or diminish Licensee's obligation to pay said amounts. The acceptance of Fees, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Licensee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts except an express written waiver, shall not be construed as a waiver of any right hereby given City, or as an election not to proceed under the provisions of this License. The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

ARTICLE 11

SPECIAL RIGHTS OF LICENSEE AND THE CITY

Section 11.1 - Termination by Licensee. Licensee may terminate this License and all of its obligations hereunder, so long as there are no other restrictions on Licensee's ability to terminate this License contained in any other document or instrument related to the Premises or the operation thereof, upon or within ten (10) days after the happening and during the continuance of any one of

the following events (none of which, however, shall result in any liability to the City or provide Licensee with any remedy other than an option to terminate as set forth herein):

(a) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airports or any part thereof so as to prevent Licensee's conduct of its business at the Airports and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least six (6) months; or

(b) The substantial restriction of City's operation of the Airports by action of any governmental agency or department and continuance thereof for a period of not less than six (6) months, provided such restriction materially adversely affects all of Licensee's operations at the Airports.

Any termination by Licensee pursuant to this Section 11.1 shall not occur unless the Licensee notifies the City of its election to terminate at least thirty (30) days prior to such termination together with a statement of the grounds for termination. If Licensee does not give such notice during the period that any of the above events is occurring, then Licensee's right to terminate this License as provided in this Article 11 shall not be available to Licensee until another happening of any one of said events.

Section 11.2 - City's Reserved Rights. All rights not expressly granted to Licensee herein are reserved by the City, including, without limitation, the rights set forth below, each of which the City may exercise with notice to Licensee and without liability to Licensee for damage or injury to property, person or business on account of exercising them; the City's exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Licensee's use or possession of or license to the Premises; the City's exercise does not give rise to any claim, including for set-off or abatement of Fees; and the City's exercise also does not relieve Licensee of any obligation to pay all Fees when due. The rights include the right:

(a) to, at any time after notice to Licensee, adjust the frequency and curbside dwell time of Licensee's vehicles, and to regulate the number and type of vehicles in operation to further the efficient utilization of the Airports' facilities;

(b) to exhibit the Premises at reasonable hours for inspection or providing of services or for other reasonable purposes, upon the giving of reasonable notice, and to decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time after Licensee vacates or abandons the Premises;

(c) to maintain, replace, repair, alter, construct or reconstruct existing and future utility, mechanical, electrical and other systems or portions thereof on the Airports, including

without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, and telephone service, including all related lines, pipes, mains, wires, conduits and equipment;

(d) To install, affix and maintain any and all signs on the exterior and on the interior of the terminals at the Airports;

(e) To decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the terminals at the Airports, or any part of them, and for such purposes to enter upon the Premises, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the terminals at the Airports, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Licensee's obligations under this Agreement, so long as the Premises are reasonably accessible and usable;

(f) To require Licensee to furnish the City door keys for the entry doors of the Premises, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Premises, but the keys must at all times be kept under adequate and appropriate security by the Commissioner. Licensee must purchase only from the City additional duplicate keys as required, may not change locks, and may not affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the City's access to the Premises, Licensee releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Licensee's right to possession of the Premises, Licensee must return all keys to the Commissioner and must disclose to the Commissioner the combination of any safes, cabinets or vaults left in the Premises;

(g) To approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Premises and the terminals at the Airports so as not to exceed the legal load per square foot designated by the structural engineers for the Airports, and to require all such items and furniture and similar items to be moved into or out of the terminals at the Airports and the Premises only at the times and in the manner as the Commissioner directs in writing. Licensee must not install or operate machinery or any mechanical devices of a nature not directly related to Licensee's ordinary use of the Premises without the prior written consent of the Commissioner. Movements of Licensee's property into or out the terminals at the Airports or the Premises and within the terminals at the Airports are entirely at the risk and responsibility of Licensee, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the terminals at the Airports or the Premises;

(h) To establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the terminals at the Airports and the Premises;

(i) To regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and to designate the times within which, and the locations at which, deliveries may be made to or by Licensee;

(j) To show the Premises to prospective licensees and sublicensees at reasonable times and, if vacated or abandoned, to prepare the Premises for re-occupancy;

(k) To erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Premises at reasonable locations;

(l) To enter the Premises for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement and to exercise any rights granted to it in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Licensee and with an opportunity for Licensee to have an employee or agent present;

(m) To grant to any person the right to conduct any business or render any service in or to the terminals at the Airports or the Airports.

(n) To promulgate from time to time rules and regulations regarding the operations at the Airports; and

(o) If Licensee is required to perform any sprinkler work, City reserves the right to perform the Work and charge the Licensee for the cost of the sprinkler work and specify charges as Additional Fees under the Agreement or to approve Licensee's proposed sprinkler contractor, at the City's sole option.

(p) to exercise such other rights as may be granted the City elsewhere in this License.

All such rights in this Section 11.2 shall be exercisable without notice (except as expressly provided in this Section) and without liability to Licensee for damage or injury to property, person or business, and without giving rise to any claim for setoff or abatement of Fees or affecting any of Licensee's obligations under this License. Notices under this Section 11.2 may be given verbally in an emergency or where entry does not materially affect Licensee's use and occupancy. Reasonable notice shall in no event require more than twenty-four (24) hours' notice.

Section 11.3 - Additional Services.

The Commissioner reserves the right to require the Licensee to maintain Premises and provide services at other terminals that may be constructed at O'Hare and Midway under the same terms and conditions of this Agreement. On the date the Licensee receives the new Premises the Base Fee shall be increased accordingly and Exhibit A revised to reflect such additional Premises pursuant to an amendment to this Agreement; the Minimum Guarantee Fee shall not be affected by such additions.

Section 11.4 - City's Right to Perform Licensee's Obligation. If Licensee shall fail to maintain any insurance required to be paid by it under the terms hereof, or in an emergency situation or upon occurrence of an Event of Default, the City may (but shall not be obligated so to do), and without waiving or releasing Licensee from any obligation of Licensee hereunder, make any payment or perform any other act which Licensee is obligated to make or perform under this License in such manner and to such extent as the City may deem desirable; and in so doing the City shall also have the right to enter upon the Premises for any purpose reasonably necessary in connection therewith and to pay or incur any other necessary and incidental costs and expenses, including reasonable attorneys' fees. All sums so paid and all liabilities so incurred by the City, together with interest thereon at the Default Rate shall be deemed Additional Fees hereunder and shall be payable to the City upon demand as Additional Fees. The performance of any such obligation by the City shall not constitute a waiver of Licensee's default in failing to perform the same. Inaction of the City shall never be considered as a waiver of any right accruing to it pursuant to this License. The City shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of Licensee or any other occupant of the Premises or any part thereof, by reason of exercise of its rights under this Section 11.4.

Section 11.5 - Confidentiality. (a) Unless expressly agreed otherwise by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared by or provided to Licensee in connection with this Agreement (collectively, "**Project Data**") are property of the City and are confidential. Licensee agrees that, except as specifically authorized by the Commissioner in writing or as may be required by law, Project Data will be made available only to the Commissioner, his designees, and, on a need-to-know basis, Licensee's employees and Subcontractors. Licensee acknowledges that Project Data may contain information vital to the security of the airport. If Licensee fails to comply with this section, Licensee is liable for the reasonable costs of actions taken by the City, the airlines, the FAA, or the TSA, that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards.

(b) Except as authorized in writing by the Commissioner, Licensee must not issue any publicity news releases or grant press interviews, and except as may be required by law during or

after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain.

(c) If Licensee is presented with a subpoena or a request by an administrative agency regarding any Project Data which may be in Licensee's possession by reason of this Agreement, Licensee must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before any Project Data are submitted to the court, administrative agency, or other third party. Licensee, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

ARTICLE 12

CONDEMNATION

Section 12.1 - Condemnation. If the whole or any part of any terminal, the Airports or the Premises shall be taken by any competent authority right of eminent domain, Licensee shall not be entitled to any part of any award that may be made for such taking nor to any damages and shall assign any award which it receives to the City. In the event of a partial taking of the Premises, the Base Fee shall be reduced as of the date of such taking based on the portions of the Base Fee attributable to the space taken. If any eminent domain proceeding shall be instituted in which it is sought to take any part of the Airports, the taking of which would, in the good faith judgment of the City or Licensee, render it impractical or undesirable to conduct ground transportation operations for the intended purposes, the City and Licensee shall each have the right to terminate this License upon not less than ninety (90) days' written notice to the other prior to the date of termination designated in said notice. In the event of termination of this License pursuant to either of the preceding sentences, the Fee accrued to the termination date shall be payable to the date of termination.

Section 12.2 - Eminent Domain. Nothing in this License or the existence of this License shall be construed to restrict or in anyway interfere with the exercise of eminent domain by the City of Chicago.

ARTICLE 13

SUBCONTRACTS AND ASSIGNMENT

Section 13.1 - Subcontracts and Assignments.

(a) The City expressly reserves the right to assign or otherwise transfer all or any part

of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airports, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

(b) Limits on Licensee's subcontracting and assignment:

(i) Licensee may not sell, assign, convey, pledge, encumber or otherwise transfer (individually and collectively, "Transfer") all or any part of its rights or interests in or to this Agreement, the Premises, the Term, or otherwise permit any third party to use the Premises, without prior consent by the City Council, which consent may be given or denied in the City Council's sole and absolute discretion. Consent by the City Council does not relieve Licensee from obtaining further consent from the City Council for any subsequent Transfer.

(ii) Except as provided in Section 13.1(b)(iii), any transaction involving a change of any ownership interest in Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Licensee, or any merger or consolidation of Licensee (individually and collectively, "Change in Ownership"), is subject to the consent of: (a) City Council if the Change in Ownership involves a 100% Change in Ownership of Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), or (b) the Commissioner if the Change in Ownership involves less than a 100% Change in Ownership of Licensee (or if Licensee is a joint venture, any of the entities comprising Licensee), in the sole discretion of the City Council or the Commissioner, as applicable. Consent by the City to any such Change in Ownership does not relieve Licensee from obtaining further consent from the City for any subsequent Change in Ownership of any nature.

(iii) A Change in Ownership involving the Transfer of an ownership interest in the Licensee from one or more of the individuals identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee to either:

(A) one or more of the individuals identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee or

(B) an individual who is not prohibited from having an interest in a City contract and who would otherwise receive an ownership interest in the Licensee pursuant to a court order relating to the death, disability or change in marital status of an individual identified in Part I. of the attached Disclosure Affidavit as having an ownership interest in the Licensee,

will be deemed to have been approved by the Commissioner if that proposed Transfer is not disapproved within 60 days of the Commissioner's receiving notice from Licensee of such proposed Transfer.

(iv) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Licensee of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Licensee or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Licensee's request by the Commissioner or by the City Council.

(v) Notwithstanding any permitted Transfer by Licensee of any rights under this Agreement, Licensee remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of all or any portion of the Premises or assignment of all or any portion of the Term, where the fees reserved in the sublicense or assignment exceed the Fees or pro rata portion of the Fees, as the case may be, for the Premises, Licensee must pay the City monthly, as Additional Fees, at the same time as the monthly installments of other Fees under this Agreement that are payable in monthly installments, the excess of the fees reserved in the sublicense or assignment over the Fees reserved in this Agreement applicable to the sublicensed or assigned space.

(vi) Any or all of the requests by Licensee for consents under this Section 13.1 must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations paid to Licensee in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole and absolute discretion of the City and, as a condition of the consent, the City may require a

written acknowledgment from Licensee that, notwithstanding the proposed Transfer or Change in Ownership, Licensee remains fully and completely liable for all obligations of Licensee under this Agreement.

(vii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the compensation due under this Agreement from any transferee of Licensee and in that event will apply the net amount collected to the amounts payable by Licensee under this Agreement without, by doing so, releasing Licensee from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Licensee and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.

(viii) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Licensee and are payable to the City as Additional Fees.

(c) The provisions of this Agreement, to the extent applicable, are deemed a part of any contract between Licensee and a Subcontractor.

(d) Licensee assigns to the City all of Licensee's right, title and interest in and to each and every sublicense, and each and every Subcontract with a Subcontractor, now or later executed by Licensee in connection with the Premises or any part of it, provided such assignments will only become effective upon notice from the City to Licensee and its sublicensees and Subcontractors. The preceding sentence does not apply to Subcontracts and sublicenses relating to the operation of vehicles. In connection with the assignment, Licensee must deliver all originally executed sublicenses and Subcontracts to the Commissioner. If so requested by the Commissioner, Licensee must execute UCC financing statements or a separate, recordable instrument of assignment for the purpose of perfecting or confirming the assignment and the security interest created under it. Any such assignment will become operative and effective only:

- (1) when and if the City accepts the assignment by giving written notice to Licensee; and
- (2) either this Agreement and the Term of this Agreement or Licensee's right to possession under this Agreement are terminated under the terms and conditions of this Agreement; or

- (3) in the event of the issuance and execution of a dispossession warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
- (4) if an Event of Default exists.

(e) At the time, if any, that the assignment becomes effective as provided above, the sublicensees or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a Sublicensee or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, or agents.

Section 13.2 - Excess Payment. If pursuant to Section 13.1(b) above Licensee shall assign this License to another party, notwithstanding City's consent, for compensation in excess of the Base Fee or pro rata portion thereof due and payable by Licensee under this License, then Licensee shall pay to City as Additional Fees (i) in the case of an assignment or other transfer, one-half of any such excess fees or other monetary consideration immediately upon receipt thereof, or (ii) in the case of a sublicense, (a) on the first day of each month during the term of any sublicense, one-half of the excess of all fees and other consideration due from the sublicensee for such month over the Base Fee then payable to City pursuant to this License for said month, and (b) immediately upon receipt thereof, one-half of any other consideration realized by Licensee from such subletting, it being agreed, however, that City shall not be responsible for any deficiency if Licensee shall transfer, assign or sublicense for compensation less than that provided herein.

ARTICLE 14

HAZARDOUS SUBSTANCES

Licensee shall not use, bring, store, or dispose of any hazardous (as the term may be described in any applicable Environmental Laws) or toxic substance or materials in the provision of services pursuant to this License.

ARTICLE 15

SPECIAL PROVISIONS

Section 15.1 - Notices; Consents. All consents and approvals shall be in writing (except as

otherwise provided herein). All notices and other communications in connection with this License shall be in writing and be sent by registered or certified mail, postage prepaid, addressed as follows:

- (a) to the City to the attention of the following:

Commissioner of Aviation
Department of Aviation
Chicago-O'Hare International Airport
Terminal 2-Mezzanine Level
P.O. Box 66142
Chicago, IL 60666
with copies to:

Deputy Commissioner of Ground Transportation
Chicago-O'Hare International Airport
Terminal 5
P.O. Box 66142
Chicago, IL 60666

and

Corporation Counsel
City of Chicago
City Hall
121 N. LaSalle Street, Room 600
Chicago, IL 60602

- (b) To Licensee:

Mr. John C. McCarthy
Continental Air Transport Company, Inc.
730 West Lake Street
Chicago, Illinois 60861

with copies to:

Matthias Lydon
Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601-9703

or such other persons or addresses as either party may designate from time to time by notice to the other, and shall be deemed given when delivered personally or three (3) business days after mailing.

Section 15.2 - Severability. If any provision of this License shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this License shall not affect the remaining portions of this License or any part thereof.

Section 15.3 - General Interpretation. Any headings of this License are for convenience of reference only and do not define or limit the provisions thereof. In this License, unless the context otherwise requires, the terms "hereby", "herein", "hereof", "hereto", "hereunder" and any similar terms used in this manner refer to this License. All section references, unless otherwise expressly indicated, are to sections in this License. Words importing persons shall include firms, associations, partnerships, trusts, corporations, joint ventures and other legal entities, including public bodies, as well as natural persons. Words importing gender shall be deemed and construed to include correlative words of other genders. Words importing the singular number shall include the plural and vice versa, unless the context otherwise indicates. Any references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with this License.

Section 15.4 - Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Article 13 above, shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

Section 15.5 - Choice of Law. This License shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 15.6 - Counterparts. This License has been executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 15.7 - Submission to Jurisdiction; Subpoena. The Licensee hereby irrevocably submits to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this License. Both parties agree that service of process on the other

party may be made, either by registered or certified mail addressed as provided for in Section 15.1 of this License, or by personal delivery on any officer, director or managing or general agent of the Licensee or on the Commissioner. If Licensee is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents which may be in its possession by reason of this License, Licensee shall immediately give notice to the Corporation Counsel. The City may contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided; however, that Licensee shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

Section 15.8 - No Partnership, Joint Venture or Third Party Benefit. By entering into this License, City shall in no way be deemed a partner or joint venturer with Licensee, nor shall any term or provision hereof be construed in any way to grant, convey or create any rights or interests to any person or entity not a party to this License.

Section 15.9 - No Brokers. Licensee represents and warrants to the City that it has dealt with no broker, finder or agent with respect to this License or the Premises and agrees to indemnify, defend and hold harmless the City from any commissions or finder's fees which any entity or person claiming through or by the actions of said party may assert is due as a result of the execution of this License or the licensing of the Premises to Licensee.

Section 15.10 - City's Approval; Commissioner Authority. Whenever City's approval or consent is required under this License, City may withhold its approval or consent in its sole discretion, except to the extent otherwise expressly provided herein. Wherever this License provides that an act is to be taken or performed or approval or consent given by City, such act may be taken or performed or approval or consent may be given by the Commissioner without further action by the City Council of Chicago, as long as such act, approval or consent does not result in either: (1) an extension of the Term, except under Section 3.2; (2) a change in the Fees as provided in Article 4 other than a change resulting from a change in size of the Premises pursuant to Sections 2.3 or 11.3; (3) expansion of the Premises, other than changes in the boundaries as provided in Section 2.3 or 11.3; or (4) consent to or approval of a sublicense of the entire Premises or assignment of the License by Licensee.

Section 15.11 - Incorporation of Exhibits. Exhibits A through G attached hereto are incorporated herein as if set forth fully at each reference to any Exhibit herein.

Section 15.12 - Authority to Execute License.

(a) **City.** Execution of this License by City is authorized by Ordinance passed

by the City Council of the City of Chicago on _____ (C.J.P., pp. _____).

(b) **Licensee.** Licensee shall, upon the execution and delivery of this License by Licensee, deliver to City the following instruments and documents:

- (i) Certificates of insurance as provided for under this License;
- (ii) Certificates of Good Standing issued by the State of Illinois and the state of incorporation of Licensee and bearing a current date;
- (iii) Corporate Resolutions authorizing Licensee's execution and delivery of this License and performance of Licensee's obligations under this License;
- (iv) Evidence of permits and registrations required under the License, including without limitation certificates of authority from the Illinois Commerce Commission;
- (v) Disclosure Affidavit required under Article 6 of the License; and
- (vi) Security Deposit.

Section 15.13 - **Limitation of Liability.** Licensee (and any person claiming by or through Licensee) shall look solely to legally available Airport discretionary funds from time to time for enforcement of any liability of the City under this License, and not any other funds or assets of the City whatsoever.

Section 15.14 - **Estoppel Certificate.** Licensee agrees that from time to time upon not less than twenty-one (21) days' prior request by the City, Licensee will execute an estoppel certificate certifying as to matters concerning the status of this License and the parties' performance hereunder, including, but not limited to, the following matters: that this License is unmodified and in full force and effect (or if modified, identifying the modifications); the date to which any Fees and other charges have been paid and the amount of the most recent Fees paid; that the City is not in default under any provision of this License (or the nature of such default, in detail); that Licensee is in occupancy and paying Fees on a current basis with no offsets or claims.

Section 15.15 - **City Smoking Policy.** Licensee shall cooperate and comply with the provisions of laws, ordinances and regulations, as amended from time to time, prohibiting or restricting smoking at the Premises.

Section 15.16 - **Representations and Warranties.** In connection with the execution of this License, Licensee represents and warrants as follows:

(a) It is financially solvent; that it and each of its employees and agents are competent to perform as required under this Agreement; that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Illinois; that Licensee has the full power and is legally authorized to execute and deliver and perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and that Licensee is qualified to do business in the State of Illinois; and

(b) No officer, agent or employee of the City is employed by Licensee or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code or as may be permitted by law; and

(c) Licensee has not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, which person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation; and

(d) Licensee, its Subcontractors, and any of their respective owners holding 7.5% or more beneficial ownership interest, have no outstanding parking violation complaints or debts, as the terms are defined in section 2-92-380 of the Municipal Code, and are not in default at the time of the execution of this Agreement, or deemed by the City or the Comptroller to have, within 5 years immediately preceding the date of this Agreement, been found to be in default under any contract awarded by the City; and

(e) This Agreement is feasible of performance by Licensee in accordance with all of its provisions and requirements; and

(f) No representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions that may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it; and

(g) Licensee, its Subcontractors, and any of their respective owners holding 7.5% or more beneficial ownership interest are not in violation of the provisions of § 2-92-320 of the Municipal

Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency; and

(h) Licensee holds itself to very high standards of quality and professionalism; and

(i) This Agreement has been duly authorized, executed and delivered by Licensee or its duly authorized representative; and

(j) This Agreement constitutes the legal, valid and binding obligation of Licensee, enforceable against Licensee in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles; and

(k) All approvals or consents necessary in order for Licensee to execute and deliver this Agreement have been obtained; and

(l) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement: A) conflict with or result in a breach, default or violations of (1) Licensee's organizational documents; (2) any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any license or permit; or (3) any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Licensee is now a party or by which it is bound; or B) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Licensee under the terms of any instrument or agreement; and

(m) There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Licensee's knowledge after due and complete investigation, threatened, challenging the existence or powers of Licensee, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse affect on the operations, properties, business or finances of Licensee; and

(n) Neither Licensee, any Affiliate of Licensee, any of their respective owners holding 7.5% or more beneficial ownership interest, nor any of Licensee's directors, officers, members, partners or employees, has any interest, directly or indirectly, that conflicts in any manner or degree with Licensee's performance under this Agreement; and

(o) Neither Licensee nor any Affiliate of Licensee has any unpaid debt due and owing the City, and none of them is delinquent in the payment of any taxes due to the City; and

(p) Licensee has a valid current business privilege license to do business in the City, if required by applicable law; and

(q) The representations and warranties contained in this section 15.16 are deemed made as of the Effective Date of this Agreement and are deemed remade and continuing throughout the Term of this Agreement.

Licensee must incorporate all of the provisions set forth in this section 15.16 in all contracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Licensee as to the matters set forth in this Agreement. Licensee must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Licensee must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

Section 15.17 - Time of the Essence. Time is of the essence with respect to this License.

Section 15.18 - No Sales Tax Exemption. Neither Licensee nor any contractor of Licensee shall be entitled to claim any exemption from sales or use taxes or similar taxes by reason of the City of Chicago's ownership of fee title to the Premises.

Section 15.19 - License Only. This Agreement creates a license only and Licensee acknowledges that Licensee does not and shall not claim at any time any real property interest or estate of any kind or extent whatsoever in the Premises by virtue of this license or Licensee's use of the Premises pursuant hereto.

ARTICLE 16

FAA REQUIREMENTS

Section 16.1 - As a part of the consideration of this Agreement, Licensee for itself, its heirs, personal representatives, successors in interest, and assigns, must maintain and operate the facilities and services in compliance with all other requirements imposed under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A), if facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits.

Section 16.2 - Licensee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, covenants that: (1) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the facilities; (2) in the construction of any improvements on, over, or under the land and the furnishing of services on them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; and (3) Licensee will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the Regulations may be amended. (49 C.F.R. Part 21 - DOT Title VI Assurance - AC 150/5100-15A)

Section 16.3 Licensee must furnish service on a fair, equal, and not unjustly discriminatory basis to all users of it, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, BUT Licensee is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. (Grant Assurance 22)

Section 16.4 Licensee assures that it will comply with pertinent statutes, Executive Orders and the rules as are promulgated to assure that no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. This provision obligates Licensee or its transferee for the period during which federal assistance is extended to the Airport program, except where federal assistance is to provide, or is in the form of personal property or real property or interest in them or structures or improvements thereon. In these cases, this provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the City or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the City or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. (AAIA of 1982, section 520 - AC 150/5100-15A)

Section 16.5 Licensee will practice nondiscrimination in its activities and will provide DBE participation in the Agreement as required by the City, in order to meet the City's goals, or as required by the FAA in order to obtain an exemption from the prohibition against long-term exclusive leases. (49 C.F.R. Part 23 AC 150/5100-15A)

Section 16.6 Licensee must insert the above 5 provisions in any subagreement by which Licensee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises. (See the documents referenced for the above clauses)

Section 16.7 Nothing contained in this Agreement must 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 the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. (Federal Aviation Act of 1958 section 308(a) - AC 150/5100-16A)

Section 16.8 The City reserves the right to further develop or improve the landing area of the Airports as it sees fit, regardless of the desires or view of Licensee, and without interference or hindrance. (FAA Order 5190.6A - AGL-600)

Section 16.9 The City reserves the right, but is not obligated to Licensee, to maintain and keep in repair the landing area of the Airports and all publicly-owned facilities of the Airports, together with the right to direct and control all activities of Licensee in this regard. (FAA order 5190.6A - AGL-600)

Section 16.10 This Agreement is subordinate to the provisions of and requirements of any existing or future agreement between the City and the United States, relative to the development, operation, or maintenance of the Airports. (FAA Order 5190.6A - AGL-600)

Section 16.11 Licensee must comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. (FAA order 5190.6A - AGL-600)

Section 16.12 There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airports. (FAA Order 5190.6A - ACL-600)

Section 16.13 Licensee, by accepting this License, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Premises licensed under this Agreement above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the owner serves the right to enter upon the land licensed under this Agreement and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Licensee. (FAA Order 5190.6A - AGL-600)

Section 16.14 Licensee by accepting this License agrees for itself, its successors, and assigns that it will not make use of the Premises in any manner that might interfere with the landing

and taking off of aircraft from Airports or otherwise constitute a hazard. If these covenant is breached, the City reserves the right to enter upon the Premises licensed and cause the abatement of the interference at the expense of Licensee. (FAA Order 5190.6A - AGL-600)

Section 16.15 This Agreement and all the provisions of this Agreement are subject to - whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of either Airport, or the exclusive or non-exclusive use of the Airports by the United States during the time of war or national emergency. (Surplus Property Act of 1944 - FAA Order 5190-6A - AGL-600)

Section 16.16 It is clearly understood by Licensee that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airports from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform. (Assurance 22 FAA Order 5190.6A - AGL-600)

Section 16.17 This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Part 23, Subpart F. Licensee will not discriminate against any business owner because of the owner's race, color, origin, or sex in connection with the award or performance of any subcontract covered by 49 C.F.R. Part 23, Subpart F. Licensee also must include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and cause Subcontractors to similarly include the statements in further subcontracts. (49 C.F.R. Part 23, Subpart F).

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the day and year first above written.

CITY OF CHICAGO

By: _____
Commissioner of Aviation

CONTINENTAL AIR TRANSPORT CO., INC.

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

[(Sub)Exhibit "D" referred to in this License Agreement with Continental Air Transport Co., Inc. unavailable at time of printing.]

[(Sub)Exhibit 3 referred to in this License Agreement with Continental Air Transport Co., Inc. unavailable at time of printing.]

[City of Chicago Insurance Certificate Form referred to in this License Agreement with Continental Air Transport Co., Inc. unavailable at time of printing.]

[(Sub)Exhibit "A-6" referred to in this License Agreement with Continental Air Transport Co., Inc. unavailable at time of printing.]

[(Sub)Exhibits "A-1", "A-2", "A-3", "A-4" and "A-5" referred to in this License Agreement with Continental Air Transport Co., Inc. printed on pages 89996 through 90000 of this *Journal*.]

(Sub)Exhibits "A", "B", "C", "E", "F" and "G" referred to in this License Agreement with Continental Air Transport Co., Inc. read as follows:

(Sub)Exhibit "A".
(To License Agreement With Continental
Air Transport Co., Inc.)

Premises.

Chicago O'Hare International Airport

Terminal Area

Column Line/Door Number	Square Footage
T1B.L.81.A / Door 1F	66
T1.B.L.93.J / Door 1B	66
T2.L.4R.F / Door 2D	88
T2.L.4S.L / Outside Door 2D	50
T3.L.8V.K / Door 3E	88
T3.L.8U.N / Outside Door 3E	50
T3.L.8J.A / Door 3B	25
T3.L.8N.A / At base of Escalator	55
T5.L.103.A / Outside Door 5E	38
	526

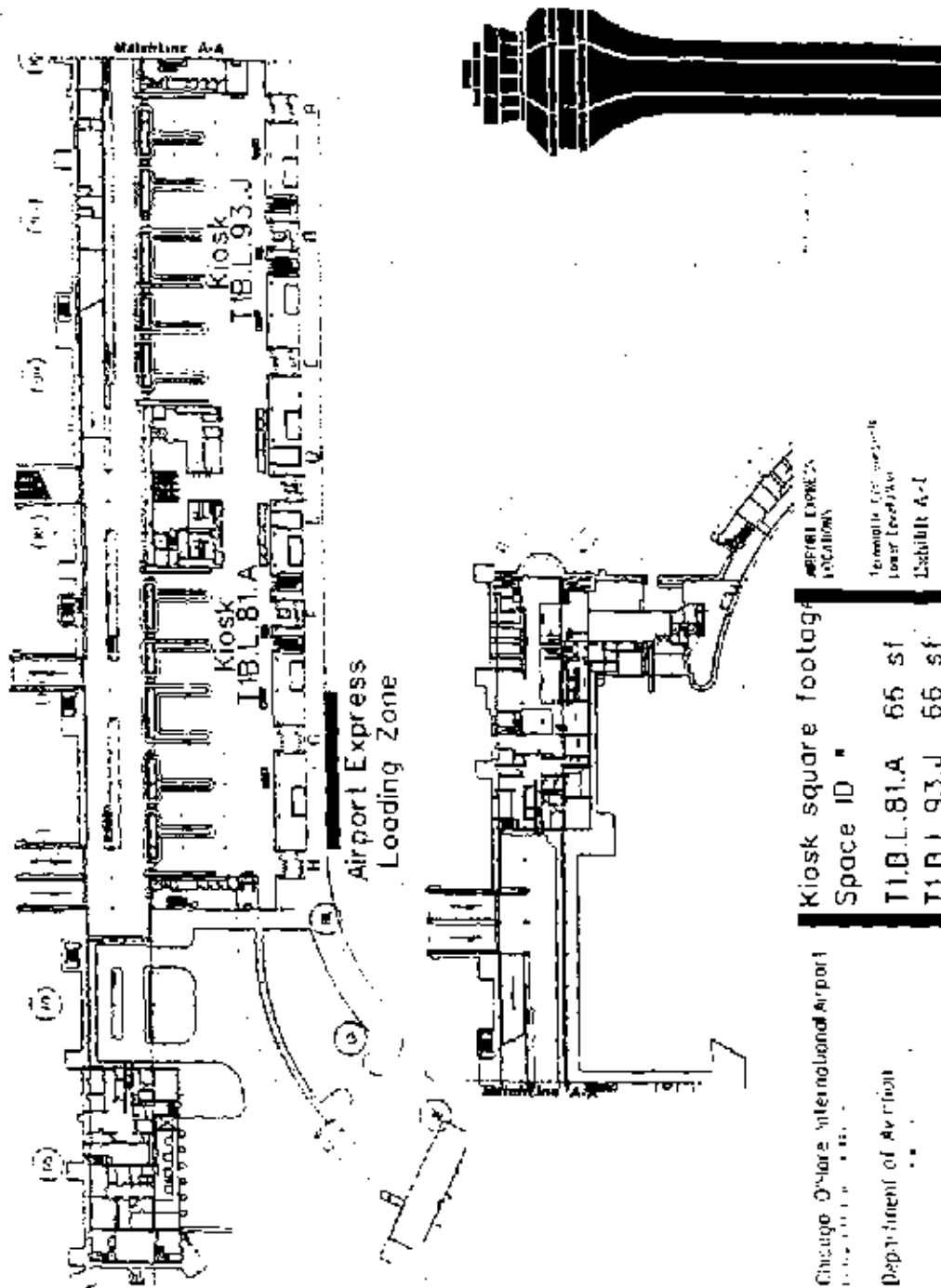
<u>Remote Staging and Parking Area</u>	8,303

Chicago Midway Airport

<u>Terminal Area</u>	TBD

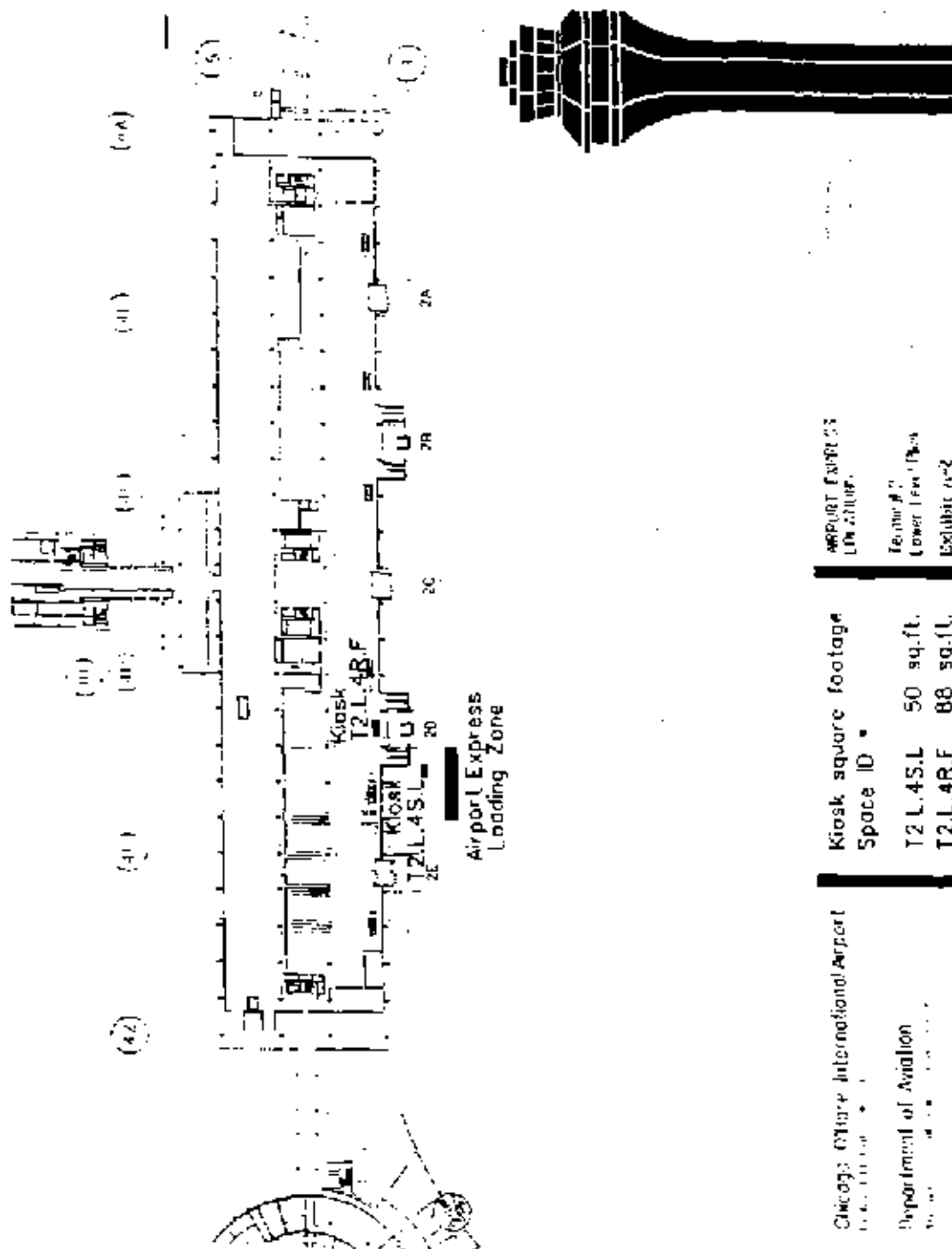
(Sub)Exhibit "A-1".
 (To License Agreement With Continental
 Air Transport Co., Inc.)

Terminal/Concourse B.
 (Lower Level Plan)



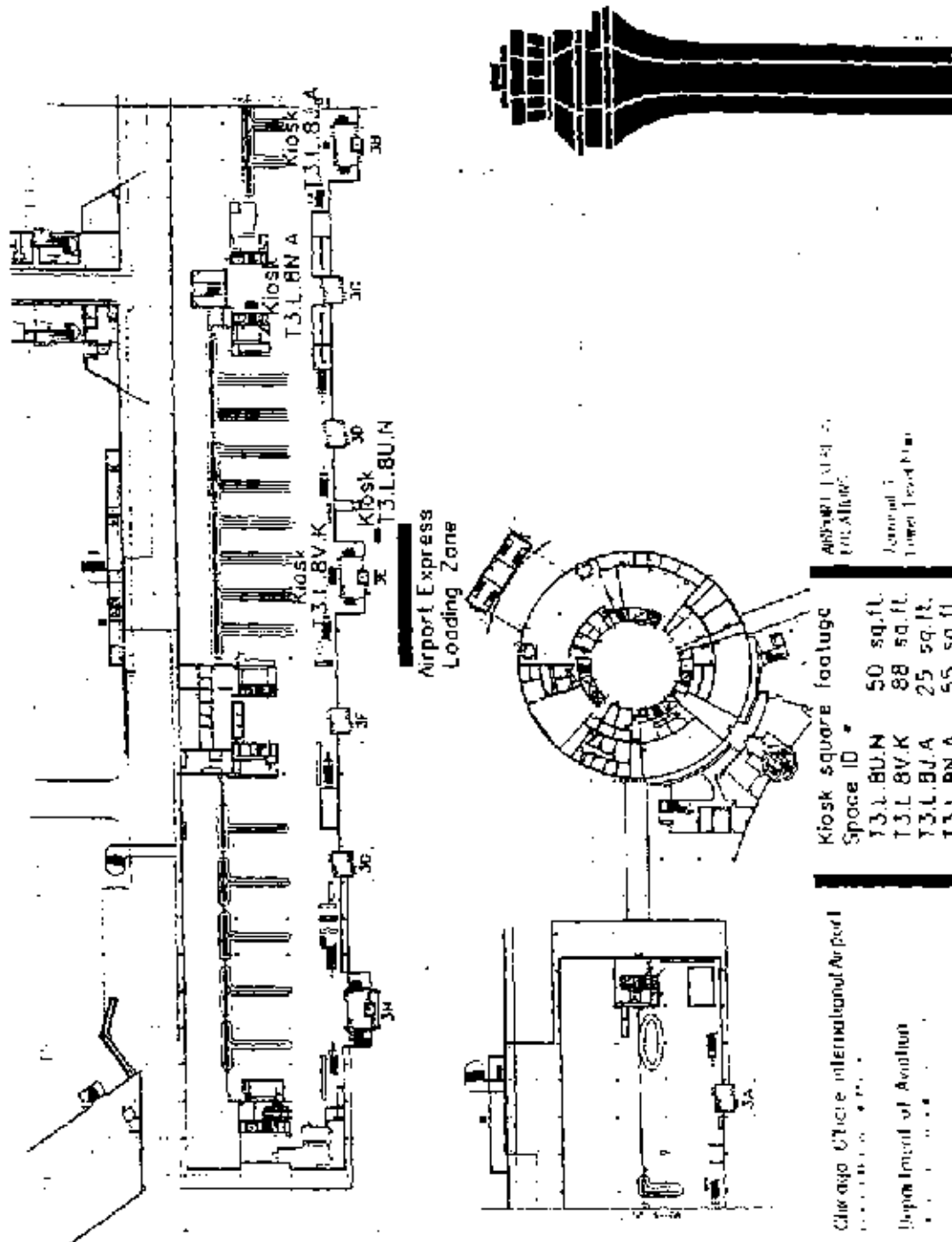
(Sub)Exhibit "A-2".
 (To License Agreement With Continental
 Air Transport Co., Inc.)

Terminal 2.
 (Lower Level Plan)



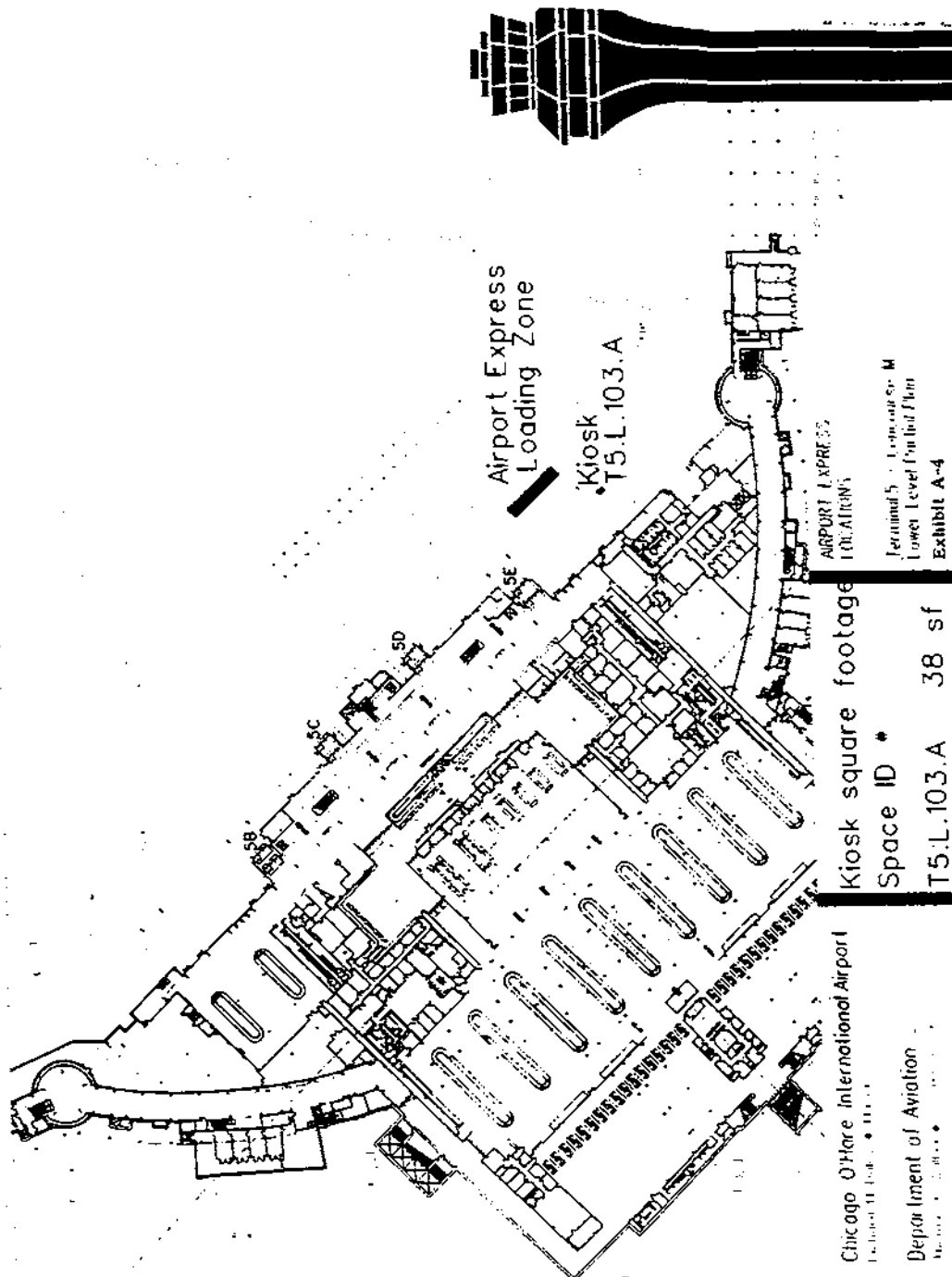
(Sub)Exhibit "A-3".
(To License Agreement With Continental
Air Transport Co., Inc.)

Terminal 3.
(Lower Level Plan)



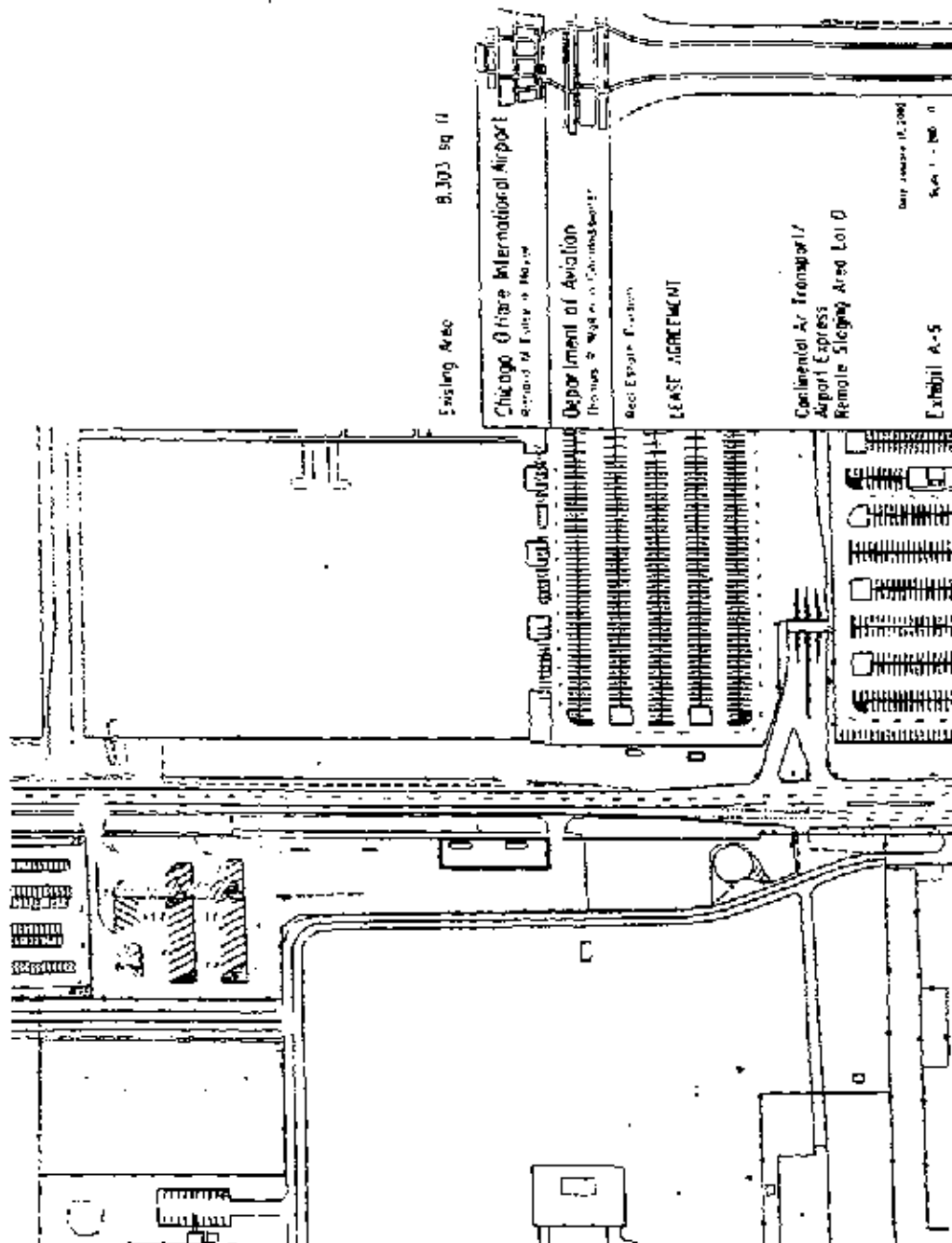
(Sub)Exhibit "A-4".
 (To License Agreement With Continental
 Air Transport Co., Inc.)

Terminal 5 - Concourse M.
 (Lower Level Partial Plan)



(Sub)Exhibit "A-5".
(To License Agreement With Continental
Air Transport Co., Inc.)

*Continental Air Transport/Airport Express
Remote Staging Area Lot D.*



(Sub)Exhibit "B".
(To License Agreement With Continental
Air Transport Co., Inc.)

Project Procedures.

1. Project Description

Prior to performing any work for improvements to the Premises (a "Project"), Licensee shall provide the City with a written description of the work to be performed, including drawings, plans and specifications, the estimated cost to complete, and the proposed work schedule.

2. Licensee Coordination with City

(a) Licensee shall designate a "Project Manager" who shall manage and coordinate the work. City shall direct all communications regarding the work to the Project Manager.

(b) The City shall designate a "Work Liaison" to represent City in all matters relating to the performance of the work and to constitute the point of receipt for all submittals, unless expressly specified otherwise herein. In all provisions of this Exhibit in which City's written approval or consent is required, such approval or consent must be that of the Work Liaison, unless Licensee is notified in writing by the City otherwise. Any approval or consent by the Work Liaison hereunder shall not create any liability on City, in whole or in part, for the professional or technical accuracy of Licensee's work. The City shall be the final arbiter of any decision to be made or consent or approval to be given under this Exhibit. The Work Liaison shall further assist Licensee in coordinating Licensee's work with other projects and operations at the Airports and in Licensee's contacts with any Federal, State, or local government agencies. If requested, Licensee shall provide reasonable administrative space for the Work Liaison on or contiguous to the work site. The Work Liaison shall provide such personnel as may be needed from time to time.

3. Standard of Performance

Licensee shall perform, or cause to be performed, all work on the Project with that degree of skill, care and diligence normally exercised by professional performing equivalent work in projects of a scope and magnitude comparable to the work hereunder.

Licensee shall further perform, or cause to be performed, all work hereunder according to those standards for work at the Airports promulgated by DOA, FAA, and any other interested Federal, State, or local governmental units, including without limitation any Airport Design and Construction Standards.

Licensee shall further require its Project Contractors to perform all work required of them in accordance with the above standards and in a safe, efficient, good and workmanlike manner. Licensee shall require its Project Contractors to replace all damaged or defective work. Subject to the terms and conditions stated herein, Licensee shall replace or correct such work not so corrected or replaced by any Project Contractor, or shall cause such work to be replaced or corrected by another Project Contractor, and thereafter shall prosecute, or shall assign its rights to so prosecute to City upon reasonable request therefor, any and all claims it may have against Project Contractors for failure by Project Contractors to comply with the standards of performance imposed upon them in the Project Contracts and hereunder.

In the event Licensee or its Project Contractors fail to comply with the above-referenced standards, Licensee shall perform again, or cause to be performed again, at its own expense, any and all work which is required to be re-performed as a direct or indirect result of such failure. Notwithstanding any review, approval, acceptance, or payment for any and all of the work by City, Licensee shall remain solely and exclusively responsible for the technical accuracy of all of the work, as defined herein and furnished under this License. This provision shall in no way be considered as limiting the rights of City against Licensee or its Project Contractors, either under this License, at law, or in equity.

4. Approval of Project Contractors

Prior to the hiring by Licensee of Project Contractors, Licensee shall submit a list of prequalified contractors to City for review and approval. In addition, City shall have the right (but not the obligation) to review, and approve the form of Licensee's Project Contract with any person or firm hired to act as a Project Contractor in connection with the performance of work. Licensee shall include in its Project Contracts all provisions required by this License, such provisions as may be required by law at the time such Project Contract is awarded and such provisions as may be reasonably requested by City, its Risk Manager, its Purchasing Agent and its legal counsel.

5. Assignment of Project Contracts

All Project Contracts shall contain provisions making them assignable to City. Upon the occurrence of an Event of Default under this License, City shall have the right to require that Licensee complete the assignment to City of any and all Project Contracts. Such assignment shall be in writing and in a form and substance acceptable to City. Licensee agrees that all such Project Contracts shall further contain a clause which provides that in the case of any Project Contract so assigned, the Project Contractor shall be deemed to have waived any and all claims, suits, and causes

of action arising out of or relating to the performance of such Project Contract prior to the effective date of such assignment, unless such Project Contractor notifies City in writing of such claim, suit, or cause of action prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Project Contracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, agents or other Project Contractors.

6. Requirements for Work

(a) Project Planning, Design, and Fabrication Phase:

Licensee shall submit, or cause to be submitted, at such levels as may be reasonably requested by the Work Liaison, proposed drawings, plans, and specifications or review and comment by the Work Liaison. Such drawings, plans, and specifications, and all amendments thereto, and the cost and schedule information to be provided by Licensee under this Paragraph 6(a), shall be subject to the approval of the Work Liaison, which approval shall not be unreasonably withheld or delayed.

Any conditional approval or disapproval shall be accompanied by an explanation. If Licensee intends to adopt fast track construction procedures, Licensee must still complete each contract package to a reasonable level of detail (including alternate designs selected by Licensee for major structural, mechanical, electrical and architectural elements) that will provide the Work Liaison adequate information upon which to base its review and approval. Licensee shall not proceed with construction operations until all necessary approvals have been obtained.

(b) Licensee to Provide Information:

Prior to the commencement of any work, and thereafter as often as may be necessary to provide the Work Liaison with current and complete information about the work, Licensee shall submit to the Work Liaison (i) initial and updated construction schedules (which shall be reviewed by the Work Liaison for their impact and relation to other projects or operations at the Airports) indicating the proposed and/or actual sequence of all work, and the estimated date of completion of the work under each of Licensee's contracts; (ii) initial and updated site utilization plans, including limit lines, on-site storage and office areas, and proposed temporary alterations or detours and support detours intended to maintain public access and support services to, from, through or past operating facilities at the Airports; and (iii) Licensee's initial and updated cost estimates for the work, individually and aggregated.

(c) **Installation, Construction, Start-Up and Testing Phase:**

- (i) The Work Liaison shall have the right to monitor the work to assure that the Project is installed and constructed in conformity with the approved drawings, plans and specifications, and in accordance with the applicable standards therefor. In order to assist the Work Liaison in monitoring the installation, construction, start-up and testing, Licensee shall submit, or cause to be submitted, to the Work Liaison copies of all
- surveys, soil borings, and field test reports;
 - Contracts;
 - material certificates and samples;
 - approved shop drawings;
 - lien waivers, payrolls, and requests for payment by Contractors of any tier;
 - progress reports;
 - notification of substantial completion of the work;
 - maintenance and operations manuals in connection with building systems;
 - as-built drawings;
 - warranties;
 - test and start-up results; and
 - any other documents related to the work which may be reasonably requested by City.
- (ii) No change order which materially changes the scope of the work or the Project shall be implemented by Licensee without review and approval by the Work Liaison. Any conditional approval or disapproval shall be accompanied by an explanation.
- (iii) In the event the Work Liaison determines that the work is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards. Licensee shall use its best efforts to expeditiously resolve such variance through immediate consultation with its Contractors. Until it has been determined by the Work Liaison that the work has been performed without material variance from the approved cost, schedule, drawings, plans and specifications and applicable standards, the Work Liaison may, by written notice to Licensee, (i) suggest to Licensee that

Licensee withhold payments from any Contractor which has performed, in the judgment of the Work Liaison, work which is at material variance from the approved cost, schedule, drawings, plans and specifications, or applicable standards or (ii) suggest to Licensee that it stop work where it is directly affected by such variance from the approved cost, schedule, drawings, plans, specifications and applicable standards. If Licensee's response is unacceptable in the reasonable opinion of the Work Liaison, the Work Liaison shall have the right to direct Licensee to stop any other work that is at variance with the approved cost, schedule, drawings, plans, and specifications or applicable standards until the affected work is corrected or replaced.

Any work which is at material variance from the approved cost, schedule, drawings, plans, and specifications or applicable standards shall be corrected or replaced by Licensee, directly or through its Contractors, provided that the Work Liaison has informed Licensee of such variance within ten (10) business days following the performance of such work, unless the variance affects the structural integrity or safety of the Project or the variance could not have been discovered with due diligence, in which case the Work Liaison shall inform Licensee of such variance as soon as reasonably practicable. If such work is not corrected or replaced by Licensee within thirty (30) days following notice from the Work Liaison to Licensee, the Work Liaison may cause such work to be corrected or replaced with City's own forces or otherwise at the expense of Licensee, provided that in the event such work cannot be corrected or replaced within said thirty (30) day period, Licensee shall be afforded such additional time as the Work Liaison may determine to be reasonably necessary to correct or replace such work.

7. Ownership

City shall be and become the owner of each component of the Project upon the City's acceptance of that respective component.

8. No Damages for Delay

Licensee agrees and shall cause its Project Contractors to agree that claims for damages or

charges for additional costs or fees shall not be made against City by Licensee or Project Contractors, absent bad faith, fraud, or direct tortious interference, for costs incurred by reason of delays, disruptions, or hindrances in the Contractors' work. In the event that any Contractor is delayed by causes beyond the reasonable control of such Contractor, the Project schedule for the performance of the work may be extended by Licensee with City approval to reflect the extent of such delay, provided that Licensee shall have given City written notice within ten (10) days of the commencement of such delay and shall have received City's written approval of the extension, which approval shall not be unreasonably withheld. Such notice by Licensee shall include a description of the reasons for the delay and the steps to be taken by Licensee and Contractor to mitigate the effect of such delay on the Project schedule. City's permitting any Contractor to proceed with its work, or any part thereof, after such extension shall in no way operate as a waiver of any other rights on the part of City. City shall not be responsible to Licensee or its Contractors for any claims for damages or charges for additional costs or fees incurred by reason of delays, disruptions, or hindrances caused by Licensee's bad faith, fraud, or direct tortious interference with its Contractors.

9. Performance and Payment Bonds

Licensee shall require each of its Project Contractors performing construction at or related to the Airports to post a performance and payment bond in the value of the construction work to be performed under its Project Contract. Such bonds shall comply with the provisions of 30 ILCS 550/1, as amended and Section 2-92-030 of the Chicago Municipal Code. The bond shall be in same form and content as provided by City. The surety issuing such bond shall be acceptable to City's Risk Manager. City and Licensee shall be named as co-obligees on all such bonds; provided, however, that City shall be named as the primary co-obligee.

10. Liquidated Damages

If the work is not substantially complete within the time frames set forth in the Project Contract, as adjusted by change orders, both additive and deductive, it is understood that the City will suffer substantial damage; and it being impracticable and infeasible to determine the exact amount of actual damages which may be sustained, it is agreed that the Contractor shall pay as liquidated damages, and not as a penalty or as a limitation on the City or Licensee, a sum in accordance with the amounts set forth in the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction, applicable at the time the Project Contract is entered into for each calendar day the work is not substantially complete.

11. Protection of FAA Facilities

If trenching, jacking of pipe or casing, excavation for pavements or structures, site grading

and vehicular traffic over earth areas will occur over, around and under FAA facilities such as equipment houses, direct buried cables and duct banks, all possible steps must be taken to ensure to insure their integrity throughout the period of construction activity.

The Project Contractor shall notify the City at least 72 hours prior to any excavation in the vicinity of FAA cables or ducts to arrange for a joint walking tour with cable location equipment to identify precisely such cables and locations in order to assure the preservation of their vital functions during construction.

12. Protection of Utilities

(a) The Project Contractor shall take suitable care to protect and prevent damage to all utilities from its operations on the Airports.

(b) When performing work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, pole lines or poles, or other utility equipment or structures which are to remain in operation, the Project contractor shall maintain such utility equipment and structures in place at its own expense and shall cooperate with the City department, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.

(c) The Project Contractor shall be responsible for and shall repair all damage to any such utility, equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise and shall leave such utility, equipment or structures in as good condition as they were in prior to the commencement of its operations. However, it is hereby agreed that any such utility equipment or structures damages as a result of any act, or omission to act, of the Project Contractor may, at the option of the City department, utility company, or other party owning or operating such utility, equipment or structures damaged, be repaired by such City department, utility company, or other party and in such event the cost of such repairs shall be borne by the Contractor.

13. General Conditions.

Licensee shall conduct any work, or cause such work to be conducted by its contractors, in accordance with those standards for construction operations at the Airports set forth in the City's "General Conditions" dated _____, as may be revised, including without limitation, Articles VI, XIV, XV and XIX.

14. Additional Legal Requirements.

(a) Veterans Preference:

- (i) Licensee shall insure that the following provision is inserted in all contracts entered into with any contractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the improvements.
- (ii) Licensee shall comply with the provisions of 330 ILCS 55/0.01 et seq. which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the work to which the employment relates.

(b) Steel Products:

- (i) This License shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 5651/1 et seq., as it may be amended from time to time. Steel products used in the improvements shall be manufactured or produced in the United States.

- (ii) For purposes of this Section, "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.
- (d) Occupational Safety and Health Act, 40 U.S.C. 333; 29 C.F.R. 1926.1.
- (e) Hazard Communication Standard, 29 C.F.R. Part 1926.58.
- (f) Illinois Environmental Protection Act, 415 ILCS 5/1.
- (g) Illinois Public Mechanics' Lien Act, 770 ILCS 60/23 (waiver of liens).
- (h) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.
- (i) Public Works Projects Act, 30 ILCS 570/0.01.
- (j) Deduction from Wages, 820 ILCS 115/9.
- (k) Section 2-92-250 of the Municipal Code of Chicago (Retainage).

(Sub)Exhibit "C".
(To License Agreement With Continental
Air Transport Co., Inc.)

*Special Conditions Regarding Disadvantaged Business
Enterprise Commitment.*
(Airport Concessions)

I. POLICY AND TERMS

A. Concession Operation Goal

It is the policy of the City of Chicago ("City") in accordance with the requirements of 49 CFR Part 23 and 49 CFR Part 26, that Disadvantaged Business Enterprises ("DBEs") have the maximum opportunity to participate fully in the operation of concessions under any concession license agreement entered into with the City in connection with its airports. The City's overall goal for DBE participation in operating its airport concessions (including licenses and sublicenses) ("**DBE Concession Goal**") is 30%, measured by the annual gross receipts derived from airport concession operations from October 1st through September 30th.

B. Supplemental Concession Contracting and Procurement Goal

In addition to fostering participation of DBEs as concessionaires, the City has a further goal of encouraging concessionaires, whenever practicable, to obtain DBE participation in the amount of 30% of their expenditures for goods, work and services that may be required for the operation of the concessions ("**DBE Contracting and Procurement Goal**").

C. Concessionaire Commitment

The City considers a concessionaire's commitments regarding DBE participation proposed in connection with obtaining a concession license agreement with the City (see Part IV, Concessionaire's DBE Proposal, of these Special Conditions) a material inducement to the City to enter the agreement. Further, it is a material condition of any concession license agreement granted by the City that concessionaire carry out its commitments each year during the concession term. Concessionaire's failure to do in good faith is a material default subject to all available remedies.

D. Effect of New Regulations/New DBE Regulations

If in the future the United States Department of Transportation ("DOT") issues new DBE regulations concerning airport concessions, as proposed in the supplemental notice of proposed rulemaking issued September 8, 2000 ("**SNPRM**") or otherwise, concessionaires must comply with the requirements of any revised City Airport

Concession DBE Program, DBE Concession Goal, and DBE-related regulations that the City may adopt in connection with the applicable federal regulations.

II. GENERAL PROVISIONS

A. Definitions

1. The definitions set forth in 49 CFR Part 23 and 49 CFR Part 26 are incorporated into these Special Conditions.
2. **"Directory"** means the Directory of Certified "Disadvantaged Business Enterprises" "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the Department of Procurement Services of the City of Chicago. The Directory identifies firms that have been certified as DBEs, and includes both the date of their last certification and the Primary Industry Classification (alternatively referred to as "area of specialty") in which they have been certified. Concessionaires are responsible for verifying the current certification status of all proposed DBE firms.
3. **"Contract Compliance Administrator"** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

B. Joint Venture

1. Concession Operations Joint Ventures

Concessionaires may develop joint venture agreements as an instrument to provide participation by DBEs in concessions operations. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and a non-DBE firm. Each joint venturer must separately sign the proposal to and the agreement with the City.

A DBE/non-DBE concessionaire joint venture is eligible to be counted toward DBE goals if, and only if, all of the following requirements are satisfied:

- a. The DBE venturer shares in the ownership, control, management responsibilities, risks and profit of the joint venture in proportion with the DBE ownership percentage;
- b. The DBE venturer is responsible for a clearly defined portion of the business operations, in proportion with the DBE ownership percentage;

- c. The DBE venturer must actually perform the business operations (with its own personnel and its own supervising staff) to an extent commensurate with the value of its ownership of the joint venture.

NOTE: Credit for participation by DBEs in a joint venture with non-DBEs does not require a minimum participation of 51% in venture ownership and control on the part of the DBE. A junior ownership interest in the venture by the DBE can be credited toward the **DBE Concession Goal** in a pro rata fashion.

2. Contracting and Procurement Joint Ventures

DBEs may also participate through joint ventures organized to provide goods and services necessary to the operation of the concession. DBE/non-DBE joint ventures are creditable on either the prime or the subcontractor level and are otherwise subject to Federal, State and City contract limitations restricting second tier subcontracting.

The Contract Compliance Administrator will evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether the requirements for joint ventures have been satisfied. In addition, the Contract Compliance Administrator will consider the record of the joint venturers on other City of Chicago contracts. The decision of the Contract Compliance Administrator regarding the eligibility of the joint venture will be final.

A contracting and procurement joint venture is eligible to be counted toward the DBE Contracting and Procurement Goal if, and only if, all of the following requirements are satisfied.

- a. The DBE venturer shares in the ownership, control, management responsibilities, risks and profits of the joint venture in proportion with the DBE ownership percentage;
- b. The DBE venturer is responsible for a clearly defined portion of work to be performed in proportion with the DBE ownership percentage; and
- c. The DBE venturer must actually perform (with its own forces and equipment) work equal to at least 50% of the value of its ownership of the joint venture. For example, if the DBE is proposed as a 25% venturer on a \$1,000,000 subcontract for work, the DBE must, in addition to its other joint venture responsibilities, perform work equal to least \$125,000 (or 50% of 25% of %\$1,000,000).

III. MEASURING DBE PARTICIPATION

A. Counting DBE Participation for the DBE Concession Goal

DBE participation will be counted toward the DBE Concession Goal on a federal fiscal year basis as follows:

1. DBE Concessionaires

When a DBE is a concessionaire, once the DBE is determined to be eligible under applicable rules, the gross receipts generated by the DBE from the concession counts towards the DBE Concession Goal.

2. DBE/non-DBE Joint Venture Concessionaires

When DBE participation is obtained through a joint venture arrangement between a non-DBE and a DBE for the operation of a concession, only that portion of the gross receipts contributed by the commercially useful efforts of the DBE joint venturer count towards the DBE Concession Goal, but in no case may the percentage contribution attributable to a DBE joint venturer exceed the DBE's percentage interest in the joint venture. When the Contract Compliance Administrator has reason to doubt the extent of a DBE joint venturer's commercially useful contribution towards the concessionaire's gross receipts, the Contract Compliance Administrator may request evidence to substantiate the DBE's contribution. Credit toward the DBE Concessions Goal will not be granted when the DBE joint venturer is not participating in the actual operation of the concession, but rather is providing goods or services used by a concessionaire.

3. DBE Subconcessionaires

When DBE participation is obtained through use of DBE subcontractors, the amount of credit toward the DBE Concessions Goal is equal to the gross receipts generated by the subcontractor. The DBE subcontractor must be independently operated by the DBE as evidenced by the DBE's responsibility for all aspects of the management and operation of the subcontractor.

B. Counting DBE Participation Toward the DBE Contracting and Procurement Goal

DBE participation will be counted toward the DBE Contracting and Procurement Goal annually in accordance with the standards set forth in 49 CFR Part 26.55 *et seq.*

1. When a DBE is a contractor for work or services, or a manufacturer or regular

dealer of goods or equipment, and is determined to be eligible in accordance with these rules, except as provided below, the total dollar value of the contract awarded to the DBE may be counted toward the DBE Contracting and Procurement Goal, except that a concessionaire may count only a portion of the total dollar value of a contract with a joint venture subcontractor eligible under the standards of these Special Conditions equal to the percentage of the ownership and control of the DBE joint venture.

2. When a concessionaire contracts out for work, a concessionaire may count toward the DBE Contracting and Procurement Goal only expenditures to firms that perform a commercially useful function in the work. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine if a firm is performing a commercially useful function, the Contract Compliance Administrator will evaluate the amount of work subcontracted, industry practices, and other relevant factors.

Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of a normal industry practices, the DBE will be presumed not to be performing a commercially useful function. Evidence may be presented by the contractors involved to rebut this presumption.

3. A concessionaire may count toward the DBE Contracting and Procurement Goal the following expenditures to DBE firms that are not manufacturers or regular dealers:
 - a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for operation of the concession, but only if the fee or commission is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of a regular dealer in the materials and supplies, but only if the fee is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- c. The fees or commissions charged for providing any bonds or insurance specifically required under the concession license agreement, but only if the fee or commission is determined by the Contract Compliance Administrator to be reasonable and not excessive as compared with fees customarily allowed for similar service.

IV. CONCESSIONAIRE'S DBE PROPOSAL

- A. Subject to the provisions of Section I(D) of these Special Conditions, the following schedules and documents constitute the concessionaire's DBE proposal, and represent its commitment to DBE participation in the concession each year throughout the term of the concession. DBE participation toward the DBE Concession Goal and toward the DBE Contracting and Procurement Goals should be stated clearly, distinctly, and separately. These schedules and documents must be submitted in accordance with the guidelines stated.

- 1. Schedule B: Affidavit of DBE/non-DBE Joint Venture (if the DBE proposal includes the participation of any DBE as a joint venturer). Attach a copy of the joint venture agreement proposed among the parties.

Schedule B, in conjunction with the joint venture agreement, must clearly evidence that the DBE venturer will be responsible for a clearly defined portion of the work to be performed or the concession to be operated and that the DBE firms's responsibilities are in proportion with their ownership percentage, as described under Section II(B), Joint Ventures. In order to demonstrate the DBE venturer's share in the ownership, control, management responsibilities, risks, and profits of the joint venture, the proposed joint venture agreement must include specific details related to (i) the contributions of capital and equipment; (ii) work items or management services to be performed or concessions to be operated by the DBE's own forces; (iii) work items, management services to be performed or concessions to be operated under the supervision of the DBE venturer and (iv) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.

Schedule B, together with the joint venture agreement must, in addition, clearly evidence the commitment of the DBE venturer to actually perform (with its own forces and supervisory staff) to an extent commensurate with the value of its ownership in the joint venture.

- 2. Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Goods or Material Supplier. Each Schedule C must accurately detail the work to be performed by the DBE firm and the agreed rates and prices to be paid.

Schedule C, appropriately labeled, should also be used to show intent to perform as a concessionaire or subconcessionaire, with the estimated annual gross receipts attributable to the concessionaire or subconcessionaire.

3. Letter of Certification. Attach a copy of each proposed DBE firm's current Letter of Certification.

All Letters of Certification issued by the City of Chicago include a statement of the DBE firm's area of specialization. The DBE firm's scope of work, as detailed by its Schedule C, must conform to its stated area of specialization. When a DBE is proposed to perform work or supply goods, materials or services not covered by its area of certification, it must request an extension of its certification prior to its being proposed to perform such work or supply goods, materials or services. The DBE firm's request to expand the scope of its certification, together with all documentation required by the City to process that request, must be received by the City at least thirty (30) calendar days before execution of any agreement with the City.

4. Schedule D: Affidavit of Prime Contractor Regarding DBEs.

Concessionaires must submit, together with the proposal, a completed Schedule D committing to use each listed DBE firm in connection with the ownership of the concession, in which case estimated annual gross receipts will be listed, and in connection with the acquisition of goods, work and services, in which case anticipated expenditures will be listed. The commitments made by the concessionaire's Schedule D must conform to those presented in the submitted Schedule Cs.

- B. Agreements between a concessionaire and a DBE that promise not to provide subcontracting quotations to other concessionaires are prohibited.
- C. During the period before award, as well as during the term of the concession, the concessionaire must give, upon request, earnest and prompt cooperation to the Contract Compliance Administrator and/or authorized delegate in submitting to interviews that may be necessary, or in allowing entry to places of business or in providing further documentation, or in soliciting the cooperation of a proposed DBE in providing such assistance. A proposal may be treated as non-responsive if the City determines that a concessionaire has failed to make adequate good faith efforts to obtain DBE participation, or that the concessionaire was found to be unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- D. Concessionaires will not be permitted to modify their DBE proposals except insofar as

directed to do so by the City. All terms and conditions stipulated for DBE concessionaires, subconcessionaires, subcontractors or suppliers therefore should be satisfactorily negotiated before the concessionaire's DBE commitment is submitted to the City as part of a concessionaire's proposal.

- E. When necessary in the interest of time, the City may treat a proposal as non-responsive instead of granting extended time for a concessionaire to replace DBEs named in the concessionaire's proposal that were later determined to be ineligible or unavailable.

V. GOOD FAITH EFFORTS

The City considers compliance with these Special Conditions and concessionaire's commitments material. Failure to comply with them will be considered an event of default under the concession agreement. The concessionaire must make good faith efforts to obtain DBE participation in its concession (including any extensions, amendments and modifications). The concessionaire must document that it has obtained enough DBE participation to meet the DBE Concession Goal and the DBE Contracting and Procurement Goal, or if unsuccessful in doing so, has made adequate good faith efforts to meet the goal. The concessionaire can demonstrate it has made good faith efforts to meet the DBE Concession Goal and the DBE Contracting and Procurement Goal either by:

- A. **Meeting** the DBE Concession Goal and the DBE Contracting and Procurement Goal, as provided in these Special Conditions, and documenting commitments for participation by DBE firms sufficient for this purpose; or
- B. **Documenting**, in the manner described below, adequate good faith efforts to meet DBE Concession Goal and the DBE Contracting and Procurement Goal. This means documentation to show that it took all necessary and reasonable steps to achieve the DBE Concession Goal and the DBE Contracting and Procurement Goal, or other requirements of 49 CFR Part 23 and 49 CFR Part 26, which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if not fully successful. The following are examples of documented actions the Contract Compliance Administrator may consider to determine whether the concessionaire made good faith efforts:
 - 1. **Soliciting** through all reasonable and available means (e.g., advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The concessionaire must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The concessionaire must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - 2. **Selecting** portions of the work to be performed by DBEs in order to increase the likelihood that the DBE Concession Goal and the DBE Contracting and

Procurement Goal will be achieved. This includes, when appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.

3. **Providing** interested DBEs with adequate information about the plans, specifications and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. **Negotiating** in good faith with interested DBEs. It is the concessionaire's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work. A concessionaire using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a concessionaire's failure to meet the DBE Concession Goal and/or the DBE Contracting and Procurement Goal, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
5. **Not rejecting** DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for the rejection in the concessionaire's efforts to meet the DBE Concession Goal and the DBE Contracting and Procurement Goal.
6. **Making** efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the City or the concessionaire.
7. **Making** efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. **Effectively using** the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women

business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

- C. The following types of documentation, as applicable to the situation, will be considered by the Contract Compliance Administrator in determining whether the concessionaire has made good faith efforts to meet the DBE Concession Goal and the DBE Contracting and Procurement Goal.
1. A listing of all DBE firms contacted that includes:
 - a. names, address and telephone numbers of DBE firms solicited;
 - b. date and time of contact;
 - c. method of contact (written, telephone, transmittal of facsimile documents, etc.);
 - d. name of the person contacted.
 2. Copies of letters or any other evidence of mailing that substantiates outreach to DBE vendors that include:
 - a. project identification and location;
 - b. classification/commodity of work items for which quotations were sought;
 - c. date, item and location for acceptance of subcontractor bid proposals;
 - d. detailed statement which summarizes direct negotiations with appropriate DBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - e. affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve the DBE Concession Goal and/or the DBE Contracting and Procurement Goal by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on DBE subcontractors for the type of work that was solicited.
 3. Copies of proposed plans for selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE Concession Goal and the DBE Contracting and Procurement Goal will be achieved.

4. Evidence that the concessionaire negotiated in good faith with interested DBEs.
5. Evidence that the concessionaire did not reject DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
6. Evidence that the concessionaire made efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
7. Evidence that the concessionaire made efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
8. Evidence that the concessionaire has provided timely notice of the need for subcontractors to at least 50 percent of the applicable DBEs listed in the City's Directory. The Contract Compliance Administrator may contact the certified DBEs for verification of notification.
9. Evidence that subcontractor participation is excessively costly. Subcontractor participation will be deemed excessively costly when the DBE subcontractor proposal exceeds the average price quoted by more than 15 percent. In order to establish that a subcontractor's quote is excessively costly, the concessionaire must provide the following information:
 - a. A detailed statement of the work identified for DBE participation for which the concessionaire asserts the DBE quote(s) were excessively costly (in excess of 15 percent higher).
 - (1). a listing of all potential subcontractors contacted for a quotation on that work item;
 - (2). prices quoted for the subcontract in question by all such potential subcontractors for that work item.
 - b. Other documentation that demonstrates to the satisfaction of the Contract Compliance Administrator that the DBE proposals are excessively costly, even though not in excess of 15 percent higher than the average price quoted.
 - c. The City reserves the right to modify this procedure when deemed appropriate.

C. Administrative Reconsideration

1. The Contract Compliance Administrator makes the initial determination regarding a concessionaire's good faith efforts based upon his or her review of the documentation that the concessionaire has timely submitted in response to the City's submittal schedule. Within five days of being informed by the City that it is not responsive because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. The concessionaire should make this request in writing to the following reconsideration official:

Chief Procurement Officer
Department of Procurement Services
City Hall
Room 403
121 N. LaSalle Street
Chicago, IL 60602

with a copy to:

Deputy Procurement Officer
Office of Business Development
City Hall
Room 403
121 N. LaSalle Street
Chicago, IL 60602

The Chief Procurement Officer will not have played any role in the Contract Compliance Administrator's determination that the concessionaire did not make or timely document sufficient good faith efforts.

2. As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the DBE Concession Goal and/or the DBE Contracting and Procurement Goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the Chief Procurement Officer to discuss whether it did so. The City will send the concessionaire a written decision on reconsideration, explaining the basis for finding that the concessionaire did or did not meet the DBE Concession Goal and/or the DBE Contracting and Procurement Goal or make adequate good faith efforts to do so.

VI. REPORTING**A. Concessions Operations:**

1. The concessionaire must, within five working days of receiving the awarded concession agreement, execute a written agreement with all DBE subcontractors.
2. The concessionaire must file monthly DBE utilization reports, together with its monthly concession license fee payment, delineating the DBE contribution to concessionaires gross receipts for the month and cumulatively for the year-to-date. Each DBE utilization report must be signed by an authorized officer or representative of the concessionaire and notarized.

B. Supplemental Concession Contracting and Procurement:

1. The concessionaire must, within the time specified by the Contract Compliance Administrator after receiving the awarded concession agreement, depending on the circumstances of the particular subcontract or purchase order, execute a formal subcontract or purchase order with the DBEs that were proposed all in accordance with the terms of the concessionaire's proposal and DBE assurances, and must promptly submit to the City at that time a copy of the DBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the DBE.
2. During the term of the concession agreement, whenever construction is performed, the concessionaire must submit partial and final waivers of lien, when appropriate, from DBE subcontractors, which are drawn up to show the true, cumulative dollar amount of subcontractor payments made to date.
3. The concessionaire must file regular DBE utilization reports, on Procurement Services Form DBE Status - I entitled "Status Report of DBE (Sub)Contract Payments." The concessionaire must present the notarized DBE status form executed to reflect the current status of effective and projected payments to DBEs

VII. DBE SUBSTITUTIONS

- A. Arbitrary changes by the concessionaire of the commitments earlier certified in the Schedule D are prohibited. Further, after once entering into each approved DBE sub-agreement, the concessionaire must thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to or the level of participation of the DBE, without in each instance receiving the prior written approval of the City. In some cases, however, it may become necessary to substitute a new DBE in order actually to fulfill the DBE requirements. In such cases, the City must be given reasons justifying the release by the City of prior specific DBE commitments

established in the concessionaire's DBE proposal, and will need to review the eligibility of the DBE presented as a substitute. The substitution procedure will be as follows:

1. The concessionaire must notify the Contract Compliance Administrator immediately in writing of an apparent necessity to reduce or terminate a DBE subcontract or joint venture and to propose a substitute firm for some phase of the operation or the work, goods or services, if needed in order to sustain the fulfillment of the DBE Concessions Goal or the DBE Contracting and Procurement Goal.
2. The concessionaire's notification should include the specific reasons for the proposed substitution. Stated reasons that would be acceptable include any of the following examples: A previously committed DBE was found not to be able to perform or not to be able to perform on time; a committed DBE was found not to be able to produce acceptable work; a committed DBE was discovered later to be not bona fide; a DBE previously committed at a given price later demands an unreasonable escalation of price.
3. The concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same work under terms more advantageous to the concessionaire; issues about performance by the committed DBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and a DBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
4. The concessionaire's notification should include the name, address, and principal official of any proposed substitute DBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same DBE affidavits, documents, and Letter of Intent that are required of concessionaires, as enumerated above in Section IV, Concessionaire's DBE Proposal.
5. The City will evaluate the submitted documentation, and respond within fifteen working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress or operation of the concession, the City will instead respond as soon as practicable.
6. Actual substitution of a replacement DBE should not be made before City approval is given of the acceptability of the substitute DBE. A subcontract with the substitute DBE must be executed within the time specified by the Contract

Compliance Administrator, and a copy of the DBE subcontract with signatures of both parties to the agreement should be submitted immediately to the City.

- B. In a case in which a firm under contract was previously considered to be a DBE but is later found not to be, or whose work is found not to be creditable toward DBE goals fully as planned, the City will consider the following special criteria in evaluating a substitution:
 - 1. Whether the concessionaire was reasonable in believing the enterprise was a DBE or that eligibility or "counting" standards were not being violated.
 - 2. The adequacy of unsuccessful efforts taken to obtain a substitute DBE as outlined in Section V, Good Faith Efforts.
- C. The Contract Compliance Administrator solely will determine all matters of DBE compliance.

VIII. NON-COMPLIANCE AND DAMAGES

Each of the following constitute a material breach of any concession agreement entered into of which these special conditions form a part and will entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the agreement, at law or in equity:

- A. Failure to satisfy the DBE percentages required by the concession agreement;
- B. The concessionaire, joint venturer or subcontractor is decertified as a DBE, such status was a factor in the concession award, and was misrepresented by the concessionaire.

Payments due to the concessionaire, if any, may be withheld until corrective action is taken. If the concessionaire has not complied with the contractual DBE percentages, underutilization of identified DBEs will entitle the affected DBEs to recover from the concessionaire damages suffered by these DBEs as a result of such underutilization. Therefore, the concessionaire consents to have any disputes between the concessionaire and such affected DBEs regarding damages resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing DBE in accordance with applicable City regulations. This provision is intended for the benefit of all DBEs affected by underutilization and grants them specific third party beneficiary rights. In cases deemed appropriate by the Contract Compliance Administrator, notification of a dispute by the affected DBE or the concessionaire may lead to the withholding of sums that the City may owe the concessionaire until the City receives a copy of the final arbitration decision, but in no event will the concessionaire be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.

If the concessionaire is determined not to have been involved in any misrepresentation of the status of the disqualified joint venturer or subcontractor or supplier, the concessionaire must discharge the disqualified subcontractor or supplier and, if possible, identify and engage a qualified DBE as its replacement.

IX. RECORD KEEPING

The concessionaire must maintain records of all relevant data with respect to the utilization of DBEs, retaining these records for a period of at least three years after termination or expiration of the concession agreement. Concessionaire grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

X. ASSISTANCE AGENCIES

The following agencies are available to the concessionaires for assistance:

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

U.S. Small Business Administration
500 W. Madison Street, Suite 1250
Chicago, Illinois 60601
Attention: Robert Conner
(Omitted for printing purposes)

S.B.A. - Bond Guarantee Program
Surety Bonds
300 South Riverside Plaza
Room 1975-S
Chicago, Illinois 60606-6611
Attention: Tony Zanetello
(Omitted for printing purposes)

S.B.A. - Procurement Assistance
300 South Riverside Plaza
Room 1975-S
Chicago, Illinois 60606-6611
Attention: Robert P. Murphy, Assistant Regional Administrator
(Omitted for printing purposes)

Project information; general DBE information; Directory of local and out-of-state construction and design DBEs:

City of Chicago
Office of Business Development
City Hall - Room 403
Chicago, Illinois 60602
(Omitted for printing purposes)

Directory of Certified Disadvantaged, Minority and Women Business Enterprises is available at the address above.

Information on DBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

National Minority Suppliers
Development Council, Inc.
15 W. 29th Street - 9th Floor
New York, New York 10018
Attention: Harriet R. Mitchell
(Omitted for printing purposes)

Chicago Minority Business
Development Council
36 South Wabash - Suite 725
Chicago, Illinois 60603
Attention: Maye Foster-Thompson
(Omitted for printing purposes)

XI. CONCESSIONAIRE ASSISTANCE

Concessionaires must themselves assist DBEs in overcoming barriers to program participation. The following instruments of assistance, for example, should be used as applicable:

- A. Developing solicitations of subcontract proposals so as to increase potential DBE participation. This can take the form of breaking down large subcontracts into smaller ones, and of issuing notice of solicitations in a timely manner,
- B. Providing technical assistance and guidance in the proposing , estimating, and scheduling processes;
- C. Considering purchasing supplies and/or leasing the required equipment for a job, then subcontracting only for the expertise required to perform the work,
- D. Providing accelerated payments or establishing prorated payment and delivery schedules so as to minimize cash flow problems faced by small firms;
- E. Providing, waiving, or reducing subcontract bonding requirements, allowing stage bonding (bonding carried over from one project state to the next); and
- F. Providing a prebid conference for potential subcontractors,

In addition to employing DBEs for construction work and materials, and goods and services directly used for the concession, the concessionaire should consider the utilization of DBEs in fields indirectly related to management and concession contracts: banking, office equipment sales, vehicle sales, mechanical repair, legal and accounting services, building security, graphics and advertising, etc.

X11. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with DBE requirements will not diminish or supplant the concessionaire's obligations to comply with non-discrimination laws as required elsewhere in the concession agreement.

7/10/2002

REPORTS OF COMMITTEES

90027

(Sub)Exhibit "E".
(To License Agreement With Continental
Air Transport Co., Inc.)

(Date)

Form Of Letter Of Credit.

City of Chicago
c/o Commissioner of Aviation
O'Hare International Airport
P.O. Box 66142
Chicago, Illinois 60666

Gentlemen:

We hereby issue Unconditional, Irrevocable Stand-By Letter of Credit No. _____ in your favor up to an aggregate amount of _____ Dollars (\$ _____). This letter of credit is issued, presentable and payable at our offices at _____, Chicago, Illinois _____.

Funds under this Credit are available to you unconditionally against your sight drafts for any sum or sums not exceeding a total of _____ Dollars (\$ _____) drawn on us mentioning our credit No. _____ purportedly signed by the Commissioner of Aviation or the City Comptroller of the City of Chicago (whether acting or actual).

Our obligations hereunder are primary obligations to the City and shall not be affected by the performance or non-performance by _____ under any agreement with the City or by any bankruptcy or other insolvency proceeding initiated by or against _____. _____ is not the owner of or beneficiary under this Credit and possesses no interest whatsoever in this Credit or proceeds of same. We engage with you that any draws under this Credit shall be duly honored on sight if presented to us on or before _____.

Partial and multiple drawing are permitted.

It is a condition of this letter of credit that it shall be deemed automatically extended without amendment for an additional 18 month period from the present or any future expiration date hereof, unless at least 90 days prior to any such date we notify you by certified mail, return receipt requested, that we elect not to consider this letter of credit renewed for any such additional period.

This Credit is subject to the Uniform Customs and Practice for Documentary Credits ((1993) Revision), International Chamber of Commerce publication No. 500 (IUCP) and to the Uniform Commercial Code - Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). To the extent the provisions of the IUCP and the UCC conflict, the provisions of the UCC shall control.

(Sub)Exhibit "F".
(To License Agreement With Continental
Air Transport Co., Inc.)

*Disclosure Affidavit, Including Disclosure
Of Retained Parties.*

Every individual or entity submitting a bid or proposal to the City of Chicago for a contract or concession agreement not involving federal funds must complete this Disclosure Affidavit (hereafter "Disclosure Affidavit" or "Affidavit"). If the bidder/proposer is a joint venture, the joint venture and each of the joint venture partners must complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the lease, license, contract, concession, modification, amendment, extension, or other action in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires bidders/proposers to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below in Parts II and IV.

After reviewing your completed Disclosure Affidavit, the Corporation Counsel or the Purchasing Agent may require additional information to achieve full disclosure relevant to the bid, proposal, or other application.

Project Name: Continental License Agreement Bidder/Proposer Name: Continental Air Transport

Purchase Order No.: _____

Bidder/Proposer Business Address: _____
730 W. Lake St. Chicago, Ill. 60661

Goods or services to be provided under this Contract: Transportation

City department to which you are submitting this form (check one):

☐ Purchasing

☒ Other: Dept. Of Aviation

The undersigned, John C. McCarthy, as President, and

on behalf of Continental Air Transport Co. Inc. ("Bidder/Proposer" or "Contractor"),
(Business Name)

having been duly sworn under oath certifies as follows:

PART I. DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the bidder/proposer is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below, as applicable. All bidders/proposers must complete Part (E). For bidders/proposers that are sole proprietorships, Part (E) is the only section of Part I that must be completed.

☐ Individual	☐ Limited liability company
☒ Business corporation	☐ Partnership
☐ Not-for-profit corporation	☐ Joint venture
☐ Sole proprietorship	☐ Other: _____

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

1. Incorporated in the State of Illinois

2. List below the name and title of all officers of the corporation:

Name	Title
<u>John C. McCarthy</u>	<u>President</u>
<u>David Henson</u>	<u>Vice President</u>
<u>Carl Gronski</u>	<u>Treasurer</u>
<u>Richard W. Burke</u>	<u>Secretary/Director</u>

3. List below the name and title of all directors of the corporation:

Name	Title
<u>John C. McCarthy</u>	<u>President/Director</u>
<u>Richard W. Burke</u>	<u>Secretary/Director</u>
<u>Matthias Lydon</u>	<u>Director</u>
<u>Daniel J. Pierce</u>	<u>Director</u>
<u>Farrel Griffin</u>	<u>Director</u>

TO BE COMPLETED BY FOR-PROFIT CORPORATIONS ONLY:

1. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
<u>John C. McCarthy</u>	<u>730 W. Lake St. Chicago Ill. 60661</u>	<u>21.9%</u>
<u>Richard W. Burke</u>	<u>330 No. Wabash Ave 22nd Fl. Chicago 60611</u>	<u>21.9%</u>
<u>Matthias Lydon</u>	<u>35 W. Wacker 35th Fl. Chicago 60601</u>	<u>22.5%</u>
<u>Daniel J. Pierce</u>	<u>Three First National Plaza Suite 3500 Chicago</u>	<u>12.4%</u>
<u>Farrel Griffin</u>	<u>P.O. Box 1635 Southern Pine, No. Carolina</u>	<u>21.3%</u>

2. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares equal to or in excess of 7.5% of the proportionate ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name, business address, and percentage of control of each member. If there are no members, write "none."

Name	Business Address	Percentage Control
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

B. PARTNERSHIPS

List below the name and business address of each partner and the percentage of ownership interest of each therein:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none."

Name	Title
_____	_____
_____	_____
_____	_____

7/10/2002

REPORTS OF COMMITTEES

90031

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____

2. List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____
_____	_____

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS/PROPOSERS

1. Is any ownership interest in the bidder/proposer held by one or more agents or nominees on behalf of another individual or legal entity?

[] Yes [X] No

If so, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

2. Is the bidder/proposer, or any ownership interest in the bidder/proposer, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above?

☐ Yes ☒ No

If so, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Is any stock or beneficial interest in the bidder/proposer held by a corporation or other legal entity?

☐ Yes ☒ No

If so, each such corporation or other legal entity must make all disclosures requested in Part I (Disclosure of Ownership Interests) and Part VIII (Certification Regarding Elected Officials' Business Relationships) of this Disclosure Affidavit and must certify all information provided.

NOTE: Pursuant to Section 2-154-020 of the Municipal Code of Chicago, (the "Municipal Code") the information provided in Part I above must be kept current. In the event of material changes, the bidder/proposer must supplement this Affidavit, up to the time the City takes action on the bid, proposal, or other application for which this Affidavit is being submitted.

PART II. CERTIFICATION REGARDING PROHIBITED CONDUCT

A. CONTRACTOR

1. The Contractor or any subcontractor to be used by the Contractor in the performance of this Contract, or any affiliated entity¹ of the Contractor or any such subcontractor, or any responsible official thereof, or, if acting pursuant to the direction or authorization of a responsible official thereof, any official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, has not, during a period of three years prior to the date of execution of this Affidavit or, if a subcontractor or subcontractor's affiliated entity, during a period of three years prior to the date of award of the subcontract:

- a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe, a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States, in that officer's or employee's official capacity; or
 - b. Agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
 - c. Made an admission of guilt of any conduct described in 1(a) and (b) above which is a matter of record but has not been prosecuted for such conduct.
2. Neither the Contractor nor any employee, official, agent, or, for partnerships and joint ventures, partner of the Contractor is barred from Contracting with any unit of state or local government as a result of engaging in or being convicted of (a) bid-rigging in violation of 720 ILCS 5/33E-3; (b) bid-rotating in violation of 720 ILCS 5/33E-4; or (c) any similar offense of any state or the United States which contains the same elements as either bid-rigging or bid-rotating.
3. The Contractor and its principals, as defined in 49 CFR Sec. 29.105:
- a. Are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - b. Have not within a three-year period preceding this Affidavit been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or Contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property; or had a civil judgment rendered against them for commission of fraud;
 - c. Are not currently 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 paragraph (3)(b) above; and
 - d. Have not within a three-year period preceding the date of this Affidavit had one or more public transactions (federal, state or local) terminated for cause or default.
4. If the Contractor is unable to certify to any of the above statements [Part II(A)(1)-(3)], Contractor shall explain below. Attach additional pages if necessary. _____
- _____
- _____

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to each of the above statements.]

B. SUBCONTRACTORS

1. The Contractor has obtained certifications in form and substance equal to Part II(A)(1)-(3) of this Affidavit from all subcontractors that the Contractor presently intends to use to perform this Contract. As to subcontractors to be used to perform this Contract who are not yet known by the Contractor, the Contractor will obtain certifications in form and substance equal to Part II(A)(1)-(3) of this Affidavit prior to using them as subcontractors.
2. The Contractor shall not, without the prior written consent of the City, use any subcontractors to perform this Contract if the Contractor, based on information contained in the subcontractor certification or any other information known or obtained by the Contractor, has reason to believe that, within three years prior to the award of any subcontract, the subcontractor or such subcontractor's affiliated entity, or any official, agent, or employee of such subcontractor or subcontractor's affiliated entity, has engaged in, been convicted of, or made an admission of guilt of any of the conduct listed in Part II(A)(1); or that the subcontractor, an employee, official, agent, or, for partnerships and joint ventures, partner thereof is barred from Contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging, bid-rotting, or any similar offense; or that any of the circumstances set forth in Part II(A)(3) applies to the subcontractor or its principals. Furthermore, the Contractor shall not, without the prior written consent of the City, use as a subcontractor any individual, firm, partnership, corporation, joint venture or other entity from which the Contractor is unable to obtain a certification in form and substance equal to Part II(A)(1)-(3) of this Affidavit or which the Contractor has reason to believe cannot provide a truthful certification.
3. The Contractor shall maintain all subcontractors' certifications required by Paragraph (1) above for the duration of the Contract and shall make such certifications promptly available to the City upon request.

PART III. CERTIFICATION REGARDING TAXES, FEES, AND LITIGATION**A. STATE TAX DELINQUENCIES**

Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate Revenue Act. Alternatively, Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

B. OTHER TAXES/FEES

Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

C. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

Contractor is not a party to any pending lawsuits against the City nor has Contractor been sued by the City or its agents in any judicial or administrative proceeding within the ten-year period preceding execution of this Affidavit.

D. EXCEPTIONS

If the Contractor is unable to certify to any of the above statements [Part III (A)-(C)], Contractor shall explain below.

In the case of any judicial or administrative proceedings, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each proceeding. Attach additional pages if necessary.

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to each of the above statements.]

PART IV. CERTIFICATION REGARDING ENVIRONMENTAL COMPLIANCE

A. CONTRACTOR

1. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit, (a) violated or engaged in any conduct which violated Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction; (b) received notice of any claim, demand or action, including but not limited to citations and warrants, from the City of Chicago, the State of Illinois, the federal government, any state or political subdivision thereof, or any agency, court or body of the federal government or any state or political subdivision thereof, exercising executive, legislative, judicial, regulatory or administrative functions, relating to a violation or alleged violation of Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction; or (c) been subject to any fine or penalty of any nature for failure to comply with Sections 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapters 7-28 or 11-4 of the Municipal Code or any other Environmental Restriction.

If the Contractor is unable to certify to any of the above statements [Part IV(A)(1)(a)-(c)], Contractor shall identify all exceptions and indicate whether any such exceptions occurred within the City or otherwise pertain to the City. Attach additional pages if necessary.

[If no explanation appears or begins on the lines above, it shall be conclusively presumed that the Contractor certifies to the above statements.]

2. Contractor shall comply with all requirements of the Clean Air Act ("CAA"), 42 U.S.C. §7401-7642, and the Clean Water Act ("CWA"), 33 U.S.C. §1251-1387, including the requirements of section 114 of the CAA and section 308 of the CWA, and all other applicable clean air standards and clean water standards in performing the Contract.

3. Until completion of the Contractor's performance under the Contract, if the Contractor violates Sections 7-28-440 or 11-4-1500, any other provisions of Chapters 7-28 or 11-4 of the Municipal Code, or any other Environmental Restrictions, whether in the performance of the Contract or otherwise, such violation shall be considered an event of default under the Contract.

B. SUBCONTRACTORS

1. The Contractor has obtained certifications in form and substance equal to Part IV(A)(1) and (2) of this Affidavit from all subcontractors that the Contractor presently intends to use to perform this Contract. As to subcontractors to be used to perform this Contract who are not yet known by the Contractor, the Contractor will obtain certifications in form and substance equal to Part IV(A)(1) and (2) of this Affidavit prior to using them as subcontractors.
2. The Contractor shall not, without the prior written consent of the City, use any subcontractors to perform this Contract if the Contractor, based on information contained in the subcontractor certification or any other information known or obtained by Contractor, has reason to believe that the subcontractor has, within the preceding five years, been in violation of any Environmental Restriction, received notice of any claim relating to a violation of an Environmental Restriction, or been subject to any fine or penalty for a violation of an Environmental Restriction. Furthermore, the Contractor shall not, without the prior written consent of the City, use as a subcontractor any individual, firm, partnership, corporation, joint venture or other entity from which the Contractor is unable to obtain a certification in form and substance equal to Part IV(A)(1) and (2) of this Affidavit or which the Contractor has reason to believe cannot provide a truthful certification.
3. The Contractor shall maintain all subcontractors' certifications required by Paragraph (1) above for the duration of the Contract and shall make such certifications promptly available to the City upon request.

PART V. CERTIFICATION REGARDING ETHICS AND INSPECTOR GENERAL

The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code, entitled "Office of Inspector General," and all provisions of Chapter 2-156 of the Municipal Code, entitled "Governmental Ethics."

PART VI. CERTIFICATION REGARDING COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purposes of this Part VI, "Substantial Owner" means any person who owns or holds a 10% or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, the substantial owner is the individual or sole proprietor. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. An indirect or beneficial interest is an interest in the Contractor held either by a corporation, joint venture, trust, partnership, estate or other legal entity in which the individual holds an interest, or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in the Contractor, and an individual has a 50% interest in Corporation B, then such individual indirectly has a 10% interest in the Contractor and the individual is a Substantial Owner of the Contractor. If Corporation B is held by another entity, then this analysis must be applied to that entity.

If Contractor's response below is #1 or #2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (A) throughout the term of the Contract and any extensions thereof; or (B) until the performance of the Contract is completed, whichever is later. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either (A) or (B) constitutes an event of default.

Check one:

1. ☒ No Substantial Owner has been declared in arrearage on any child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. ☐ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on child support obligations and (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed; or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed; or both (1) and (2).
4. ☐ There are no Substantial Owners.

PART VII. AFFIDAVIT OF LOCAL BUSINESS

If this is a competitively bid Contract funded in whole by City funds, Contractor should complete this section.

- A. Is bidder/proposer a "Local Business" as defined by the provisions of this Specification?
☒ Yes ☐ No
- B. How many persons are currently employed by bidder/proposer? 250
- C. Does bidder/proposer have business locations outside the City of Chicago?
☐ Yes ☒ No
If so, list such bidder/proposer's business addresses:
- D. How many of bidder/proposer's current employees work at City of Chicago locations? 250
- E. Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? ☒ Yes ☐ No

PART VIII. CERTIFICATION REGARDING ELECTED OFFICIALS' BUSINESS RELATIONSHIPS

An ordinance approved by the City Council of the City of Chicago on December 2, 1998, requires that all persons or entities submitting this statement shall indicate whether they had a business relationship with a city elected official in the 12 months prior to the date upon which the statement is executed. A "business relationship" means any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the shares of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an

official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution, or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City. Please indicate below whether the person or entity submitting this statement had a business relationship with a City elected official in the 12 months prior to the date upon which this statement is executed.

To the best of the knowledge of the person who executes this Disclosure Affidavit on behalf of the Contractor, has the Contractor had a "business relationship" with any City elected official(s) in the 12 months prior to the date of execution of this Disclosure Affidavit?

☐ Yes

☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

PART IX. CERTIFICATION REGARDING RETAINED PARTIES

A. DEFINITIONS AND DISCLOSURE REQUIREMENTS

1. Pursuant to Executive Order 97-1, every City contract and lease must be accompanied by a statement disclosing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the nature of the relationship and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

2. "Lobbyists" means any person (i) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or (ii) any part of whose duty as an employee of another includes undertaking to influence any legislative or administrative action.

3. If the Contractor is uncertain whether a disclosure is required under the Part of the Disclosure Affidavit or Executive Order 97-1, the Contractor must either ask the City whether disclosure is required or make the disclosure.

EACH and EVERY attorney, lobbyist, accountant, consultant, subcontractor or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the transaction is listed below (attach additional pages if necessary).

<u>NAME</u>	<u>BUSINESS ADDRESS</u>	<u>RELATIONSHIP</u> (attorney, lobbyist subcontractor, etc)	<u>FEES (indicate whether paid or estimated)</u>
Target Group	330 So. Wells Chicago	Consultant	\$20,000 paid
Winston & Strawn (Matthias Lydon)	35 W. Wacker Dr. Chicago	Attorney	\$20,000 estimated
Clifton Gunderson	1301 W. 22nd St. Oak Brook	Accountant	\$10,000 estimated

_____ CHECK HERE IF NO SUCH PERSON(S) HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED

PART X. INCORPORATION INTO CONTRACT, COMPLIANCE, AND PENALTIES

The bidder/proposer understands and agrees that:

A. The above certifications [Parts I-IX] shall become part of any Contract awarded to the bidder/proposer and are a material inducement to the City's execution of the Contract or other action with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the bidder/proposer. Furthermore, the bidder/proposer shall comply with these certifications during the term and/or performance of the Contract or other action.

B. If the City determines that any information provided herein is false, incomplete, or inaccurate, the City may terminate the Contract or other transaction, terminate the applicant's participation in the Contract or other transaction, and/or decline to allow the applicant to participate in other Contracts or transactions with the City.

C. Contractor will terminate its subcontract with any subcontractor, if the City so demands, if the City determines that any information provided by a subcontractor in any of the subcontractor certifications required by this Affidavit is false, incomplete, or inaccurate. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate subcontracts as required by this paragraph.

D. The following civil and criminal penalties, among others, may apply:

A Contractor who makes a false statement material to Part II(A) (2) of this certification commits a Class 3 Felony. 720 ILCS 5/33E - 11(b). Making a false statement concerning Part III(A) of this certification is a Class A misdemeanor, voids the Contract and allows the City to recover all amounts paid to the Contractor under the Contract in a civil action. 65 ILCS 5/11-42. 1-1.

E. This Disclosure Affidavit, some or all of the all information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this Disclosure Affidavit, bidder/proposer waives and releases any possible rights or claims it may have against the City in connection with the public release of any information contained in the completed Disclosure Affidavit and any attachments.

PART XI. VERIFICATION

Under penalty of perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor,

that I have personal knowledge of all the certifications made in it, and that they are complete and true.

John C. McCarthy
Signature of Authorized Officer

President
Title

John C. McCarthy
Name of Authorized Officer (Print or Type)

312-454-7818
Business Telephone Number

State of Illinois

County of Cook

Subscribed and sworn to before me this

13 day of May, 192002
Patricia A. Vidak
Notary Public



Notes

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants, including but not limited to (1) the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. § 9601 *et seq.*); (2) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq.*); (3) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq.*); (4) the Clean Water Act (33 U.S.C. § 1251 *et seq.*); (5) the Clean Air Act (42 U.S.C. § 7401 *et seq.*); (6) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq.*); (7) the Safe Drinking Water Act (42 U.S.C. § 300f); (8) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq.*); (9) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq.*); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

(Sub)Exhibit "G".
(To License Agreement With Continental
Air Transport Co., Inc.)

*Description Of Additional Types Of Vehicles To
Which The License Does Not Apply.*

All passenger sedan type vehicles, regardless of whether they have been modified to carry eight (8) or more persons including the driver.

**COMMITTEE ON THE BUDGET AND
GOVERNMENT OPERATIONS.**

**AUTHORIZATION FOR SUPPLEMENTAL APPROPRIATION AND
AMENDMENT OF YEAR 2002 ANNUAL APPROPRIATION
ORDINANCE NECESSARY TO REFLECT INCREASE
IN FUNDS RECEIVED FROM FEDERAL, STATE
AND PRIVATE AGENCIES.**

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a supplemental appropriation and an amendment to the Year 2002 Annual Appropriation Ordinance necessary to reflect an increase in the amount of funds received from federal, state and/or private agencies, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivio, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2002 of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, In accordance with Section 8 of such Annual Appropriation Ordinance, the heads of various departments and agencies of the City have applied to agencies of the state and federal governments and public and private agencies for grants to the City for various purposes; and

WHEREAS, The amount of grant funds awarded to the City by these entities for specific grant programs has exceeded the amount of revenues estimated from those sources; and

WHEREAS, It is beneficial to the City to appropriate such additional revenues; and

WHEREAS, The City through its Mayor's Office of Workforce Development ("M.O.W.D.") has been awarded state grant funds in the amount of Sixty-five Thousand Dollars (\$65,000) by the Illinois Department of Employment Security in conjunction with the Center for Governmental Studies at Northern Illinois University which shall be used for the development of the design, implementation and maintenance of an Internet-based system for the collection and dissemination of the Promising Practices in Workforce Development Project; and

WHEREAS, The City through its Department of Public Health ("Health") has been awarded additional federal grant funds in the amount of Eighty-two Thousand Dollars (\$82,000) by the United States Department of Health and Human Services (U.S.H.H.S.) which shall be used for the Bio-terrorism Preparedness Response Planning Project; and

WHEREAS, The City through Health has been awarded state grant funds in the amount of One Hundred Thousand Dollars (\$100,000) by the Illinois Department of Public Health ("I.D.P.H.") which shall be used for the Birth to Three Assurance Networks; and

WHEREAS, The City through Health has been awarded private grant funds in the amount of One Hundred Thousand Dollars (\$100,000) by Wolin Levin, Inc., a Chicago-based landlord, as part of a court settlement which shall be used to conduct citywide lead abatement work as part of the City Lead Paint Abatement Revenue Project; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of One Hundred Fifty-nine Thousand Dollars (\$159,000) by the Illinois Criminal Justice Information Authority which shall be used for the Chicago Domestic Violence Help Line Project; and

WHEREAS, The City through Health has been awarded additional state grant funds in the amount of Thirty-five Thousand Dollars (\$35,000) by I.D.P.H. which shall be used for the Regional HIV Prevention Project; and

WHEREAS, The City through Health has been awarded additional federal grant funds in the amount of Six Hundred Seventy Thousand Dollars (\$670,000) by the United States Department of Justice which shall be used for the Safe Start Demonstration Project; and

WHEREAS, The City through its Department of Human Services ("Human Services") has been awarded additional federal grant funds in the amount of Four Hundred Eighty-eight Thousand Dollars (\$488,000) by U.S.H.H.S. which shall be used for the Early Head Start Program Initiative; and

WHEREAS, The City through Human Services has been awarded additional federal grant funds in the amount Nine Million Nine Hundred Thirty-seven Thousand Dollars (\$9,937,000) by U.S.H.H.S. which shall be used for the Head Start Project; and

WHEREAS, The City through Human Services has been awarded federal grant funds in the amount of Seven Hundred Thirty-seven Thousand Dollars (\$737,000) by U.S.H.H.S. which shall be used for the Head Start Youth Initiative Project; and

WHEREAS, The City through its Public Library has been awarded additional state grant funds in the amount of Three Thousand Dollars (\$3,000) by the Illinois Humanities Council which shall be used for the Illinois Humanities Council Library Programs; and

WHEREAS, The City through its Fire Department has been awarded federal grant funds in the amount of Forty-five Thousand Dollars (\$45,000) by the Illinois Emergency Management Agency which shall be used for the Domestic Preparedness Equipment Grant; and

WHEREAS, The City through its Department of Environment has been awarded private grant funds in the amount of Sixty-five Thousand Dollars (\$65,000) by Chicago Environmental Fund, a not-for-profit corporation which shall be used for the Lake Calumet Initiative Private Support Project; now, therefore,

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

SECTION 1. The sum of Twelve Million Four Hundred Eighty-six Thousand Dollars (\$12,486,000) not previously appropriated, representing increased grant awards, has become available for appropriation for the year 2002.

SECTION 2. The sum of Twelve Million Four Hundred Eighty-six Thousand Dollars (\$12,486,000) not previously appropriated is hereby appropriated from Fund 925 -- Grant Funds for the year 2002, and the Annual Appropriation Ordinance for the year 2002, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 3. The Commissioner of the M.O.W.D. is authorized, subject to the approval of the Corporation Counsel, to execute an agreement between the City and the Center for Governmental Studies at Northern Illinois University to implement the Promising Practices in Workforce Development Project.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section,

paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendment To The 2002 Appropriation Ordinance.

Code	Department And Item	Strike Amount	Add Amount
Estimate of Grant Revenue For 2002			
	Awards from Agencies of the Federal Government	\$917,104,317	\$929,257,317
	Awards from Agencies of the State Government	390,715,000	390,883,000
	Awards from Public and Private Agencies	31,028,000	31,193,000
925 -- Grant Funds			
13	Department Of Workforce Development:		
	Promising Practices in Workforce Development		65,000

Code	Department And Item	Strike Amount	Add Amount
41	Department Of Public Health:		
	Bio-terrorism Preparedness Response Planning -- CDC	\$ 12,350,00	\$ 12,432,000
	Birth to Three Assurance Networks		100,000
	Chicago Lead Paint Abatement Revenue		100,000
	Chicago Domestic Violence Help Line -- ICJIA	350,000	509,000
	Regional HIV Prevention -- I.D.P.H.	1,657,000	1,692,000
	Safe Start Demonstration Project	1,340,000	2,010,000
53	Department Of Human Services:		
	Early Head Start Program Initiative	2,596,000	3,084,000
	Head Start	102,276,000	112,213,000
	Head Start Youth Initiative		737,000
91	Chicago Public Library:		
	Illinois Humanities Council Library Programs2	2,000	5,000
59	Fire Department:		
	Domestic Preparedness Equipment Grant		45,000
72	Department Of Environment:		
	Lake Calumet Initiative Private Support		65,000

AMENDMENT OF YEAR XXVIII COMMUNITY DEVELOPMENT
BLOCK GRANT ORDINANCE TO ALLOW FUNDING
OF NEW AGENCIES WITHIN DEPARTMENT
OF HUMAN SERVICES' YOUTH
DEVELOPMENT PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the Year XXVIII Community Development Block Grant Ordinance necessary to allocate funds to specific agencies; 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) WILLIAM M. BEAVERS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed by the City Council of the City of Chicago (the "City") the City Council authorized the projected use of Community Development Block Grant ("C.D.B.G.") entitlement funds for the Year XXVIII, unexpended funds of prior federal years and related revenues and appropriated those funds (the "Year XXVIII C.D.B.G. Ordinance"); and

WHEREAS, Pursuant to this ordinance, the reprogramming of funds is subject to review and approval by the Council; and

WHEREAS, The City desires to adjust funding awards in the Department of Human Services; and

WHEREAS, These adjustments will allow funding for four (4) new agencies within D.H.S.' youth development program; now, therefore,

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

SECTION 1. The Year XXVIII C.D.B.G. Ordinance, as amended, is hereby further amended by striking the words and figures and adding the words and figures indicated in Exhibit A attached hereto.

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

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Amendments Of The C.D.B.G. Year XXVIII Appropriation Ordinance.*

856 -- Community Development Block Grant Year XXVIII Funds.

Code	Department And Item	Strike Amount	Add Amount
	Department of Human Services -- 53		
	Youth Services -- 2575		
	Bethesda Human Resource Ministry	\$50,000	\$ 0
	Reach Out and Touch	35,000	0
	Korean American Association	25,000	0
	Breakthrough Urban Ministries	0	35,000
	Canaan Missionary Baptist Church	0	35,000
	New Generation Fancy Drill Team	0	10,000
	Teen Nation, Inc.	0	30,000

AUTHORIZATION FOR INSTALLATION OF WATER
MAINS AT SPECIFIED LOCATIONS.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration twenty orders (under separate committee reports) authorizing the installation of water mains at specified locations, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed orders transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Portion Of South Avenue N.

Ordered, That the Commissioner of Water is hereby authorized to install 2,032 feet of 8-inch ductile iron water pipe in South Avenue N, from East 100th Street to East 103rd Street, at a total estimated cost of \$522,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31018.

Portion Of North Central Park Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,600 feet of 8-inch ductile iron water pipe in North Central Park Avenue, from West Montrose Avenue to West Irving Park Road, at a total estimated cost of \$701,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31059.

Portion Of North Fairfield Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,624 feet of 8-inch ductile iron water pipe in North Fairfield Avenue, from West Pratt Boulevard to West Devon Avenue, at a total estimated cost of \$604,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-30985.

Portion Of South Forest Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,326 feet of 8-inch ductile iron water pipe in South Forest Avenue, from East 101st Street to East 103rd Street, at a total estimated cost of \$325,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31063.

Portion Of South Indiana Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,234 feet of 8-inch ductile iron water pipe in South Indiana Avenue, from East Pershing Road to East 41st Street, at a total estimated cost of \$253,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31007.

*Portions Of North Leavitt Street, West Granville Avenue
And North Damen Avenue.*

Ordered, That the Commissioner of Water is hereby authorized to install 2,556 feet of 12-inch ductile iron water pipe in North Leavitt Street, from West Rosemont Avenue to West Granville Avenue; West Granville Avenue, from North Leavitt Street to North Damen Avenue; and North Damen Avenue, from West Granville Avenue to West Hood Avenue, at a total estimated cost of \$612,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31024.

Portion Of South Leavitt Street.

Ordered, That the Commissioner of Water is hereby authorized to install 1,386 feet of 8-inch ductile iron water pipe in North Leavitt Street, from West 22nd Place to West Coulter Street, at a total estimated cost of \$358,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31058.

Portion Of West Lexington Street.

Ordered, That the Commissioner of Water is hereby authorized to install 770 feet of 8-inch ductile iron water pipe in West Lexington Street, from South Rockwell Street to South Campbell Avenue, at a total estimated cost of \$203,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31060.

Portion Of North Mobile Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,326 feet of 8-inch ductile iron water pipe in North Mobile Avenue, from West Grand Avenue to West Dickens Avenue, at a total estimated cost of \$315,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31070.

Portion Of North Monticello Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,060 feet of 8-inch ductile iron water pipe in North Monticello Avenue, from North Elston Avenue to West Waveland Avenue, at a total estimated cost of \$455,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-30982.

Portion Of West Ohio Street.

Ordered, That the Commissioner of Water is hereby authorized to install 699 feet of 8-inch ductile iron water pipe in West Ohio Street, from North Menard Avenue to North Waller Avenue, at a total estimated cost of \$205,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31037.

*Portions Of North Tripp Avenue
And West Granville Avenue.*

Ordered, That the Commissioner of Water is hereby authorized to install 2,250 feet of 8-inch ductile iron water pipe in North Tripp Avenue, from North Sauganash Avenue to West Devon Avenue and 1,330 feet of 8-inch ductile iron water pipe in West Granville Avenue, from North Lowell Avenue to North Keystone Avenue, at a total estimated cost of \$931,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31085.

Portion Of South Tripp Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 2,479 feet of 8-inch ductile iron water pipe in South Tripp Avenue, from West 47th Street to South Archer Avenue, at a total estimated cost of \$606,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31071.

Portion Of South Union Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,328 feet of 8-inch ductile iron water pipe in South Union Avenue, from West 45th Street to West 47th Street, at a total estimated cost of \$339,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31080.

*Portions Of North Wood Street
And West Ohio Street.*

Ordered, That the Commissioner of Water is hereby authorized to install 1,283 feet of 8-inch ductile iron water pipe in North Wood Street, from West Chicago Avenue to West Ohio Street and 1,241 feet of 8-inch ductile iron water pipe in West Ohio Street, from North Wood Street to North Ashland Avenue, at a total estimated cost of \$677,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31057.

Portion Of South Yale Avenue.

Ordered, That the Commissioner of Water is hereby authorized to install 1,296 feet of 8-inch ductile iron water pipe in South Yale Avenue, from West 115th Street to West 117th Street, at a total estimated cost of \$321,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31062.

*Portions Of East 41st Street, South Oakenwald
Terrace, East 41st Place, East 42nd Street
And East 42nd Place.*

Ordered, That the Commissioner of Water is hereby authorized to install 2,417 feet of 8-inch ductile iron water pipe in East 41st Street, from South Lake Park Avenue to South Oakenwald Terrace; South Oakenwald Terrace, from East 41st Street to East 40th Place; East 41st Place, from South Lake Park Avenue to South Oakenwald Terrace; South Oakenwald Terrace, from East 41st Place to East 42nd Place; East 42nd Place, from East 42nd Place to South Oakenwald Terrace; and East 42nd Street, from South Lake Park Avenue to South Oakenwald Terrace, at a total estimated cost of \$388,000.00, chargeable to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010.

The above work is to be done under Order Number A-31053.

*Portions Of Various Public Ways
Within Central District.*

Ordered, That the Commissioner of Water is hereby authorized to install 10,693 feet of 8-inch, 10,346 feet of 12-inch and 1,070 feet of 16-inch ductile iron water pipe at the following locations:

1. South Lake Park Avenue, from East 40th Street to East 42nd Place.
2. East Pershing Road, from South Langley Avenue to South Ellis Avenue.

3. North Springfield, Avenue from West Division Street to West Chicago Avenue.
4. West Madison Street, from North Cicero Avenue to North Kenton Avenue.
5. South California Boulevard, from West 21st Street to West 24th Street.
6. West Roosevelt Road, from South Racine Avenue to South Blue Island Avenue.
7. West 36th Street, from South Dearborn Street to South State Street.
8. West 38th Street, from South Federal Street to South State Street and South Dearborn Street, from West 38th Street to West Pershing Road.
9. West Pershing Road, from South Federal Street to South State Street.
10. East 41st Street, from South Cottage Grove Avenue to South Drexel Boulevard and South Drexel Boulevard, from East 41st Street to 200 feet south.
11. East Bowen Avenue, from South Cottage Grove Avenue to South Drexel Boulevard.
12. East 42nd Place, from South Drexel Boulevard to South Cottage Grove Avenue and alley west of South Drexel Boulevard, from East 42nd Place to East 42nd Street and East 42nd Street, from South Drexel Boulevard to South Cottage Grove Avenue.
13. North Oakley Boulevard, from West Lake Street to West Washington Boulevard.
14. South State Street, from West Pershing Road to West 45th Street.
15. South Federal Street, from West 40th Street to West Root Street and West Root Street, from South Federal Street to South State Street.
16. West 43rd Street, from Metra Railroad to South State Street.
17. West 45th Street, from South Federal Street to South State Street.

The estimated cost of these installations is \$4,455,065.00 and will be charged to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010. This work will be done under Contract XI (Central District), Project Number F-2-602, Specifications Number PF 26020101.

*Portions Of Various Public Ways
Within North District.*

Ordered, That the Commissioner of Water is hereby authorized to install 8,411 feet of 8-inch and 12,862 feet of 12-inch ductile iron water pipe at the following locations:

1. North Northwest Highway, from West Menard Avenue to North Bryn Mawr Avenue.
2. West Grand Avenue, from North Austin Avenue to North Parkside Avenue.
3. West Grand Avenue, from West Fullerton Avenue to North Narragansett Avenue.
4. West Juneway Terrace, from North Ashland Avenue to North Sheridan Road and West Sheridan Road, from West Juneway Terrace to North Eastlake Terrace.
5. North Clark Street, from West Addison Street to West Belmont Avenue and West Buckingham Place, from North Clark Street to North Halsted Street.
6. West Addison Street, from North Claremont Avenue to North Damen Avenue.
7. West North Avenue, from North Cherry Avenue to North Sheffield Avenue.
8. North Lincoln Avenue, from North Sacramento Avenue to West Bryn Mawr Avenue.
9. North Central Avenue, from West Belmont Avenue to West Wellington Avenue.
10. North Monitor Avenue, from West Cortland Street to West North Avenue.

The estimated cost of these installations is \$4,876,000.00 and will be charged to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010. This work will be done under Contract XI (North District), Project Number F-2-601, Specifications Number PF 26010101.

*Portions Of Various Public Ways
Within Target Market.*

Ordered, That the Commissioner of Water is hereby authorized to install 14,590 feet of 8-inch, 3,860 feet of 12-inch and 5,580 feet of 16-inch ductile iron water pipe at the following locations:

1. West Grand Avenue, from North Pulaski Road to North Spaulding Avenue.
2. West Grand Avenue, from North Spaulding Avenue to West Chicago Avenue.
3. South Eggleston Avenue, from West 119th Street to West 123rd Street.
4. South Vincennes Avenue, from West 75th Street to West 79th Street.
5. South Carpenter Street, from West 87th Street to West 91st Street.
6. South Emerald Avenue, from West 120th Street to West 123rd Street.
7. South Normal Avenue, from West 119th Street to West 123rd Street.
8. South Harvard Avenue, from West 120th Street to West 122nd Street and South Princeton Avenue at West 121st Street and South Yale Avenue at West 121st Street.
9. South Vincennes Avenue, from West 83rd Street to West 84th Street.

The estimated cost of these installations is \$5,486,094.50 and will be charged to Appropriation Account Number 01-227-87-3120-0550-W706-0550-02610010. This work will be done under Contract X (Target Market), Project Number F-2-603, Specifications Number PF 26030101.

COMMITTEE ON BUILDINGS.

AMENDMENT OF TITLE 15, CHAPTER 4, SECTION 640
OF MUNICIPAL CODE OF CHICAGO BY GRANTING
METROPOLITAN PIER AND EXPOSITION AUTHORITY
ABILITY TO DETERMINE NUMBER AND LOCATION
OF FIREGUARDS AT MC CORMICK PLACE
CONVENTION COMPLEX AND NAVY
PIER FESTIVAL HALL.

The Committee on Buildings submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed ordinance (which was referred to the Committee on Buildings June 19, 2002, and a substitute submitted, adopted and passed by the Committee on Buildings July 2, 2002) relating to fireguard requirements, begs leave to recommend that Your Honorable Body do *Pass* the substitute ordinance transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

This ordinance shall take effect ten (10) days after its passage and publication.

Respectfully submitted,

(Signed) BERNARD L. STONE,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 15-4-640 of the Municipal Code of the City of Chicago is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

15-4-640 Fireguard Requirements.

It shall be the duty of the promoter, show manager or person in charge of any show, display, convention, contest, social function, exhibition, or similar activity *(for purposes of this section, the "event")* to provide, at his own expense, special fireguards for such activities. While on duty the special fireguards shall wear such uniform and badges as the [division marshal in charge of the bureau of fire prevention] *Deputy Fire Commissioner of the Bureau of Fire Prevention* may prescribe and shall carry on their person the license issued under the provisions of Section 15-4-640. Special fireguards shall be subject to the orders of the [division marshal in charge of the bureau of fire prevention] *Deputy Fire Commissioner of the Bureau of Fire Prevention* or his duly appointed representative at all times while he is on duty. The number and locations of such fireguards shall be determined by the following methods:

1. During such time the [show, etc.,] *event* is open for business or activity, one special fireguard shall be provided for each 25,000 square feet of exhibition or show area including the storage space used by the show or exhibition.
2. During such time the [show, etc.,] *event* is closed for business, such as the nighttime hours and during the move-in and move-out periods of the [show, etc.,] *event* one special fireguard shall be provided for each 50,000 square feet of exhibition or show area including the storage space used by the show or exhibition.

3. The Deputy Fire Commissioner of the Bureau of Fire Prevention, depending upon the nature of the [show,] event anticipated attendance, the nature of the audience or where there are more floors or levels of exhibitions which would make items 1 and 2 inadequate may, at his discretion, require additional special fireguards.

4. *Notwithstanding the foregoing paragraphs 1, 2 and 3 of this section, and subject to review and approval of the Deputy Fire Commissioner of the Bureau of Fire Prevention, the Metropolitan Pier and Exposition Authority (M.P.E.A.) shall be responsible for determining the appropriate number and location of fireguards to be provided at the McCormick Place Convention Complex and at Navy Pier Festival Hall, as long as those facilities are owned and operated by M.P.E.A.. M.P.E.A.'s authority to make this determination is subject to its compliance with the following conditions: (a) maintaining a fire prevention staff of at least 25 employees certified by the State of Illinois as Firefighter II and as emergency medical technicians; and (b) maintaining a security staff of at least 120 employees registered with the city as fireguards available for events at the named M.P.E.A. facilities, to function in the capacity as fireguards available for events at the named M.P.E.A. facilities; and (c) maintaining the capacity to contract for additional fireguards as may be necessary for any event or series of events at the named M.P.E.A. facilities; and (d) documenting and submitting to the Deputy Fire Commissioner of the Bureau of Fire Prevention the number and location, and other such information as the Deputy Fire Commissioner may require, of fireguards for each event at M.P.E.A. facilities no later than 30 days prior to the event. At all times, when an event is on-going, there shall be an adequate number of fireguards. When the event consists of 25,000 square feet or more, there shall be at least one fireguard assigned to the event. Such fireguards shall be placed in appropriate locations, subject to review and approval of the Deputy Commissioner. There shall also be an adequate number of fireguards during nighttime hours and move-in and move-out periods. If, at any time, in the opinion of the Deputy Fire Commissioner of the Bureau of Fire Prevention, the number and location of the fireguards is insufficient at the named M.P.E.A. facility, he shall order additional fireguards placed on duty. The Deputy Fire Commissioner shall consider, in determining the appropriate number of fireguards, the square footage of the event, the materials and equipment to be used during the event, the number of event attendees, and exit and aisle configuration of the exhibits. The Deputy Fire Commissioner may also consider additional factors as are necessary to ensure public safety.*

SECTION 2. This ordinance shall be in full force and effect from and after September 1, 2002.

AUTHORIZATION FOR ISSUANCE OF PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SUNDRY LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration nine proposed sign orders (which were referred June 19 and July 2, 2002, respectively) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do *Pass* the sign orders (one -- 1st Ward, one -- 16th Ward, three -- 41st Ward and four -- 42nd Ward) transmitted herewith.

This recommendation was concurred in by the committee members of the Committee on Buildings, with no dissenting votes.

These orders shall be in full force and effect from and after their passage and publication.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

4755 South Ashland Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Awnings Express, 2840 West 23rd Street, Chicago, Illinois 60623, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 4755 South Ashland Avenue:

Dimensions: length, 52 feet; height, 36 feet
Height Above Grade/Roof to Top of Sign: 14 feet
Total Square Foot Area: 159 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6417 West Higgins Road.
(24 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 6417 West Higgins Road ("Open 24 Hours"):

Dimensions: length, 8 feet; height, 3 feet, 2 inches
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 24 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6417 West Higgins Road.
(72 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 6417 West Higgins Road ("Drive Thru Pharmacy/1 Hour Photo Food Shoppe"):

Dimensions: length, 12 feet; height, 6 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 72 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

6417 West Higgins Road.
(96 Square Feet)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1810 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 6417 West Higgins Road ("CVS Pharmacy"):

Dimensions: length, 14 feet, 7 inches; height, 6 feet, 7½ inches
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 96 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

345 North La Salle Street.
(133 Square Feet -- North Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1819 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 345 North LaSalle Street (along West Kinzie Street -- north elevation):

Dimensions: length, 33 feet, 5 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 133 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

345 North La Salle Street.
(133 Square Feet -- West Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to Sure Light Sign Company, 1819 North 32nd Avenue, Stone Park, Illinois 60165, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at CVS Pharmacy, 345 North LaSalle Street (along North LaSalle Street -- west elevation):

Dimensions: length, 33 feet, 5 inches; height, 4 feet
Height Above Grade/Roof to Top of Sign: 16 feet
Total Square Foot Area: 133 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1259 North Milwaukee Avenue.

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to M-K Signs, Inc., 4900 North Elston Avenue, Chicago, Illinois 60630, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Neighborhood Housing Services, 1259 North Milwaukee Avenue:

Dimensions: length, 55 feet; height, 2 feet, 6 inches
Height Above Grade/Roof to Top of Sign: 63 feet
Total Square Foot Area: 138 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

20 North Wacker Drive.

(111 Square Feet -- West Madison Street Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Lyric Opera, 20 North Wacker Drive (double face sign -- West Madison Street elevation):

Dimensions: length, 13 feet, 11 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 111 square feet (per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

20 North Wacker Drive.
(111 Square Feet -- West Washington Street Elevation)

Ordered, That the Commissioner of Buildings is hereby directed to issue a sign permit to White Way Sign and Maintenance Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at Lyric Opera, 20 North Wacker Drive (double face sign -- West Washington Street elevation):

Dimensions: length, 13 feet, 11 inches; height, 8 feet
Height Above Grade/Roof to Top of Sign: 49 feet
Total Square Foot Area: 111 square feet (per face).

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

REPEAL OF PRIOR SIGN ORDERS AND AUTHORIZATION
FOR ISSUANCE OF PERMITS TO INSTALL
SIGNS/SIGNBOARDS AT VARIOUS
LOCATIONS.

The Committee on Buildings submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration three proposed ordinances (which were referred June 19, 2002) pursuant to Section 14-40-120, "Aldermanic Recommendation", of the Municipal Code of Chicago, begs leave to recommend that Your Honorable Body do Pass the sign ordinances (three -- 42nd Ward) transmitted herewith.

This recommendation was concurred in by the committee members of the Committee on Buildings, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

814 -- 818 North Clark Street.

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

SECTION 1. All ordinances heretofore passed relating to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610, and which authorize an illuminated sign for 814 -- 818 North Clark Street, are hereby repealed.

SECTION 2. That the Commissioner of Buildings is hereby directed to issue a sign permit to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 814 -- 818 North Clark Street (illuminated sign):

Dimensions: length, 24 feet; height, 26 feet
Height Above Grade/Roof to Top of Sign: 41 feet
Total Square Foot Area: 624 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

SECTION 3. This ordinance shall take effect upon passage.

350 North La Salle Street.

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

SECTION 1. All ordinances heretofore passed relating to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610 and which authorize an illuminated sign for 350 North LaSalle Street, are hereby repealed.

SECTION 2. That the Commissioner of Buildings is hereby directed to issue a sign permit to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 350 North LaSalle Street (illuminated sign):

Dimensions: length, 40 feet; height, 120 feet
Height Above Grade/Roof to Top of Sign: 160 feet
Total Square Foot Area: 4,800 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

SECTION 3. This ordinance shall take effect upon passage.

770 North La Salle Street.

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

SECTION 1. All ordinances heretofore passed relating to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610, and which authorize an illuminated sign for 770 North LaSalle Street, are hereby repealed.

SECTION 2. That the Commissioner of Buildings is hereby directed to issue a sign permit to Clear Outdoor Media, L.L.C., 770 North LaSalle Street, Chicago, Illinois 60610, for the erection of an advertising sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 770 North LaSalle Street (illuminated sign):

Dimensions: length, 48 feet; height, 14 feet
Height Above Grade/Roof to Top of Sign: 72 feet
Total Square Foot Area: 672 square feet.

Such sign shall comply with all applicable provisions of Title 17 (the Chicago Zoning Ordinance) and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

SECTION 3. This ordinance shall take effect upon passage.

INJURY FREE COALITION FOR KIDS OF CHICAGO HONORED
FOR AND CITY DEPARTMENTS URGED TO SUPPORT
COMMITMENT TO REDUCING INJURIES
SUSTAINED THROUGH FALLS
FROM WINDOWS.

The Committee on Buildings submitted the following reports:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Buildings, having had under consideration a proposed resolution (which was referred on March 27, 2002) relating to Injury Free Coalition for Kids of Chicago (window guards), begs leave to recommend that Your Honorable Body do *Adopt* the resolution transmitted herewith.

This recommendation was concurred in by the members of the Committee, with no dissenting votes.

Respectfully,

(Signed) BERNARD L. STONE,
Chairman.

On motion of Alderman Stone, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by a viva voce vote.

The following is said resolution as adopted:

WHEREAS, The City of Chicago is a home rule unit of government pursuant to the 1970 Constitution, Article VII, Section 6 (a); and

WHEREAS, Pursuant to its home rule power, the City of Chicago may exercise any power and perform any function relating to its government and affairs, including protecting the public health, safety and welfare of its citizens; and

WHEREAS, Each year in the United States, eighteen children, ages ten and under, die and four thousand seven hundred children suffer from window-related fall injuries; and

WHEREAS, The majority of window fall-related deaths seventy percent occur during the spring and summer months; and

WHEREAS, Children falling from windows are more likely to be preschool age males, playing unsupervised at the time of the fall; and

WHEREAS, Children are more likely to die or be severely injured from window-related fall deaths than falls associated with any other product; and

WHEREAS, In Chicago there are an average of fifty falls a year from heights, usually from second, third or fourth story windows; and

WHEREAS, In New York City, window guard education, distribution and legislation resulted in a ninety-six percent reduction in falls out of windows; and

WHEREAS, In Chicago, the Injury Free Coalition for Kids of Chicago demonstrates impressive and unwavering dedication to reducing the number of window fall related injuries through state-of-the-art education programs; and

WHEREAS, The Injury Free Coalition for Kids of Chicago is an organization whose hard work and unflinching public positions in favor of protecting our most cherished assets, our children, is honored and supported by the City of Chicago; and

WHEREAS, The City Council wishes to protect its citizens, especially its most vulnerable, the children, by reducing the risk of serious injury from window-related falls; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council assembled here this tenth day of July, 2002, do hereby pay tribute and commend the Injury Free Coalition for Kids of Chicago for their ongoing educational program and persistent commitment to reducing the number of window fall related injuries throughout the City and urge the Departments of Housing, Buildings and Health to support and encourage the efforts of the Injury Free coalition for Kids of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Injury Free Coalition for Kids of Chicago.

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

**APPROVAL OF CLASS 6(b) TAX INCENTIVE BENEFITS FOR
PROPERTY AT 2836 WEST LAKE STREET PURSUANT
TO COOK COUNTY REAL PROPERTY
CLASSIFICATION ORDINANCE.**

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Walter Burnett, Jr. (27th Ward) authorizing Class 6(b) tax incentives for the property located at 2836 West Lake Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution 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 said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used primarily for industrial

purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Noth/O'Brien Realty L.L.C., an Illinois limited liability company (the "Applicant") is the owner of the real estate located generally at 2836 West Lake Street, Chicago, Illinois 60612, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately four thousand nine hundred (4,900) square foot industrial facility located on the Subject Property and intends to lease the Subject Property to O'Brien Roofing and Construction Co. Inc., an Illinois corporation; and

WHEREAS, The Applicant intends to file with the Office of the Assessor of Cook County (the "Assessor") an eligibility application for a Class 6(b) tax incentive under the Ordinance; and

WHEREAS, The Subject Property is located within (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)), (ii) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (iii) the Kinzie Industrial Corridor T.I.F. Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, enterprise zones and redevelopment project areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, The Subject Property qualifies for Class 6(b) classification pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the Applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) designation is located a resolution expressly stating that the municipality has determined that the incentive provided by Class 6(b) is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. That the City determines that the incentive provided by Class 6(b) is necessary for the development to occur on the Subject Property.

SECTION 2. That the City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 3. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602 and a certified copy of this resolution shall be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 4. That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

Exhibit "A" referred to in this resolution reads as follows:

Exhibit "A".

Legal Description Of Subject Property:

Lots 3, 4, 5, 6, 7, 8, 9, 10 and 11 in Francis B. Little's Resubdivision of Lots 25 to 32 and vacated south 10 feet of 30 foot alley lying north of and adjoining said lots in the subdivision of Block 14 of Lee's Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13 East, of the Third Principal Meridian, also vacated portions of alleys, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers (P.I.N.s) for the Subject Property:

16-12-315-021-0000

16-12-315-022-0000

16-12-315-023-0000

16-12-315-024-0000.

COMMITTEE ON HISTORICAL LANDMARK PRESERVATION.

**DESIGNATION OF WASHINGTON SQUARE DISTRICT
EXTENSION AS CHICAGO LANDMARK.**

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, for which a meeting was convened on July 8, 2002 and having had under consideration an ordinance designating the Washington Square District Extension as a Chicago landmark, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance as amended and transmitted herewith.

This recommendation was concurred in by members of the Committee present, with one dissenting vote.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

At this point in the proceedings, Alderman Natarus presented the following proposed substitute ordinance:

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code of Chicago (the "Municipal Code"), the Commission on Chicago Landmarks (the "Commission") has determined that the properties located at 1012 and 1150 North Dearborn Street and more precisely described in Section 2 hereof, are worthy of Chicago landmark designation; and

WHEREAS, The Commission has determined that the properties at 1012 and 1150 North Dearborn Street meet the four (4) criteria for landmark designation as set forth in Section 2-120-620 (1), (4), (5) and (6) of the Municipal Code and satisfy the historic integrity requirement set forth in Section 2-120-630 of the Municipal Code; and

WHEREAS, The properties at 1012 and 1150 North Dearborn Street represent two (2) of Chicago's oldest and most intact masonry residences built for the city's elite in the 1870s following the Fire of 1871; and

WHEREAS, The properties at 1012 and 1150 North Dearborn Street contain residences owned and occupied by several of Chicago's most prominent families, including the Waller and DeKoven families; and

WHEREAS, The properties at 1012 and 1150 North Dearborn Street include two (2) of the city's oldest, best and most intact mansions in the Italianate style, the predominant architectural style in Chicago during the 1860s through early 1880s, and also contains a high-quality example of Second Empire, another popular nineteenth-century residential style; and

WHEREAS, The properties at 1012 and 1150 North Dearborn Street feature elaborate ornamentation with a high degree of craftsmanship in details and materials, including finely-carved and incised window decoration and distinctive wooden and pressed-metal cornices; and

WHEREAS, The properties at 1012 and 1150 North Dearborn Street include buildings designed by many of the city's earliest architects, including Edward Burling and Dankmar Adler, each of whom played a crucial role in the rebuilding of Chicago following the 1871 Fire; and

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code, on July 11, 2001, the Commission adopted a resolution ("Resolution") recommending to the City Council of the City of Chicago (the "City Council") that the properties at 1012 and 1150 North Dearborn Street be designated as Chicago landmarks; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as the findings of the City Council.

SECTION 2. 1012 and 1150 North Dearborn Street, more particularly described in Exhibit "A", are hereby designated as Chicago landmarks in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of 1012 and 1150 North Dearborn Street, for the purposes of Section 2-120-740 of the Municipal code, are all exterior building elevations, including rooflines, visible from the public rights-of-way.

SECTION 4. The Commission is hereby directed to create a suitable plaque or sign appropriately identifying said landmarks and to install the plaque or sign on or in proximity to the properties designated as Chicago landmarks in accordance with the provisions of Section 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of Section 2-120-720 of the Municipal Code regarding notification of said designation.

SECTION 6. This ordinance shall take effect from and after the date of its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

*Washington Square District Extension Properties
Listed By Address, Permanent Index Number
And Legal Description.*

1012 North Dearborn Street
(known as the Palette &
Chisel Academy of Fine Arts)

17-04-423-018

The south half of Lot 10
and all of Lot 11 and
then north half of Lot
12 and the north 10
feet of the south half of
Lot 12 in Tierman's
Subdivision of Block 15
in Bushnells' Addition
to Chicago in the east

half of the southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1150 North Dearborn Street 17-04-406-008
(known as "Biggs" Restaurant)

The south 13 feet of Lot 3 and all of Lot 4 in Block 23 in Bushnell's Addition to Chicago, in the east half of the southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Alderman Troutman moved to *Lay on the Table* the foregoing proposed substitute ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, L. Thomas, Rugai, Troutman, DeVille, Zalewski, Solis, Carothers, Wojcik, Suarez, Matlak, Mell, Colom, Mitts, Allen, Laurino, Daley, Hansen, Levar, M. Smith, Moore -- 28.

Nays -- Aldermen Granato, Tillman, Hairston, Coleman, Murphy, Chandler, Ocasio, Burnett, Austin, Doherty, Natarus -- 11.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Mitts, Allen, Laurino, Daley, Hansen, Levar, Schulters, M. Smith, Moore -- 39.

Nays -- Alderman Natarus -- 1.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code of Chicago (the "Municipal Code"), the Commission on Chicago Landmarks (the "Commission") has determined that the Washington Square District Extension, comprised of properties located at 22 -- 28 and 27 -- 31 West Chestnut Street and 802 -- 818, 827 -- 867, 1012, 1023 -- 1029 and 1150 -- 1154 North Dearborn Street and more precisely described in Section 2 hereof, is worthy of Chicago landmark designation; and

WHEREAS, The Commission has determined that the Washington Square District Extension meets four (4) criteria for landmark designation as set forth in Section 2-120-620 (1), (4), (5) and (6) of the Municipal Code and satisfies the historic integrity requirement set forth in Section 2-120-630 of the Municipal Code; and

WHEREAS, The Washington Square District Extension represents one of Chicago's oldest and most intact collections of masonry residences built for the city's elite, most of which were built in the 1870s and 1880s following the Fire of 1871; and

WHEREAS, The Washington Square District Extension contains residences owned and occupied by several of Chicago's most prominent families, including the Waller, Ryerson and DeKoven families; and

WHEREAS, The Washington Square District Extension includes one of the city's oldest, best and most intact collections of rowhouses and mansions in the Italianate style, the predominant architectural style in Chicago during the 1860s through early 1880s, and also contains high-quality examples of other popular nineteenth-century residential styles, including Second Empire, Victorian Gothic, Queen Anne, Richardsonian Romanesque and Georgian Revival; and

WHEREAS, The buildings found in the Washington Square District Extension feature elaborate ornamentation with a high degree of craftsmanship in details and materials, including finely-carved and incised window decoration and distinctive wooden and pressed-metal cornices; and

WHEREAS, The Washington Square District Extension includes buildings designed by many of the city's earliest architects, including Edward Burling, Dankmar Adler, William LeBaron Jenney, Frederick and Edward Baumann, Adolph Cudell, Samuel A. Treat, and Fritz Foltz, all of whom played a crucial role in the rebuilding of Chicago following the 1871 Fire; and

WHEREAS, The Washington Square District Extension displays a distinct visual unity based on a consistency of scale, building setbacks and landscaped front yards, design, size, use of building materials, and overall detailing, and ranks as one

of the city's most picturesque streetscapes due to its combination of rowhouses and freestanding mansions, some retaining original coach houses and streetscape elements such as historic iron fences; and

WHEREAS, Pursuant to Section 2-120-690 of the Municipal Code, on July 11, 2001, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Washington Square District Extension be designated as a Chicago landmark; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as the findings of the City Council.

SECTION 2. The Washington Square District Extension, including all of the properties described in Exhibit "A" and illustrated in Exhibit "B", is hereby designated as a Chicago landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Washington Square District Extension, for the purposes of Section 2-120-740 of the Municipal Code, are all exterior building elevations, including rooflines, visible from the public rights-of-way.

SECTION 4. The Commission is hereby directed to create a suitable plaque or sign appropriately identifying said landmark and to install the plaque or sign in proximity to the properties designated as a Chicago landmark in accordance with the provisions of Section 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of Section 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect from and after the date of its passage.

[Exhibit "B" referred to in this ordinance printed on
page 90090 of this *Journal*.]

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".**Washington Square District Extension Properties Listed
By Address, P.I.N. And Legal Description.*

Addresses	PINS	Legal Descriptions
802 N. Dearborn St.	17-04-449-033	Lot 4 in J. Wilkes Ford Subdivision of Lots 7 and 8 in Block 2 in Bushnell's Addition to Chicago (except from Lot 4, the West 5 feet excepted and reserved for private alley) in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 4, Township 39, Range 14 East of the Third Principal Meridian in Cook County, Illinois.
804 N. Dearborn St.	17-04-449-032	Lot 3 in J. Wilkes Ford Subdivision of Lots 7 and 8 in Block 2 in Bushnell's Addition to Chicago (except from said lots that part thereof, if any, used for alley purposes) in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 4, Township 39, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
806 N. Dearborn St.	17-04-449-031	Lot 2 in J. Wilkes Ford Subdivision of Lots 7 and 8 in Block 2 in Bushnell's Addition to Chicago (except from said lots that part thereof, if any, used for alley purposes) in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 4, Township 39, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
808 N. Dearborn St.	17-04-449-030	Lot 1 in J. Wilkes Ford Subdivision of Lots 7 and 8 in Block 2 in Bushnell's Addition to Chicago (except from said lots that part thereof, if any, used for alley purposes) in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ in Section 4, Township 39, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
810 N. Dearborn St.	17-04-449-028	The South $\frac{1}{2}$ of Lot 6 in the Subdivision of Block 2 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

812 N. Dearborn St.	17-04-449-027	The North 24 feet and 8 inches of Lot 6 in Block 2 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
816-818 N. Dearborn St. (known as the Dearborn Terrace Condominium)	17-04-449-042-1001 17-04-449-042-1002 17-04-449-042-1003 17-04-449-042-1004 17-04-449-042-1005 17-04-449-042-1006 17-04-449-042-1007 17-04-449-042-1008 17-04-449-042-1009 17-04-449-042-1010 17-04-449-042-1011 17-04-449-042-1012 17-04-449-042-1013 17-04-449-042-1014 17-04-449-042-1015 17-04-449-042-1016	Parcel A: The South 0.18 feet of Lot 4 and that part of Lot 5 lying North of the following described line: commencing at the Northeast corner of said Lot 5, thence South along the East line of said Lot 5 (being also the West line of North Dearborn Street) 25.26 feet; thence West parallel with the North line of said Lot 5, 91.00 feet; thence South parallel with the West line of North Dearborn Street, 0.80 feet; thence West parallel with the North line of said Lot 5, 23.84 feet; thence North parallel with the West line of North Dearborn Street, 1.67 feet; thence West 35.16 feet to a point on the West line of said Lot 5 which is 24.37 feet South of the Northwest corner of said Lot 5, all in Block 2 of Bushnell's Addition to Chicago, in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois. Parcel B: That part of Lot 5 lying South of the following described line: commencing at the Northeast corner of said Lot 5; thence South along the East line of said Lot 5 (being also the West line of North Dearborn Street) 25.26 feet; thence West parallel with the North line of said Lot 5, 91.00 feet; thence South parallel with the West line of North Dearborn Street, 0.80 feet; thence West parallel with the North line of said Lot 5, 23.84 feet; thence North parallel with the West line of North Dearborn Street, 1.67 feet, thence West 35.16 feet to a point on the West line of said Lot 5 which is 24.37 feet South of the Northwest corner of said Lot 5, all in Block 2 of Bushnell's

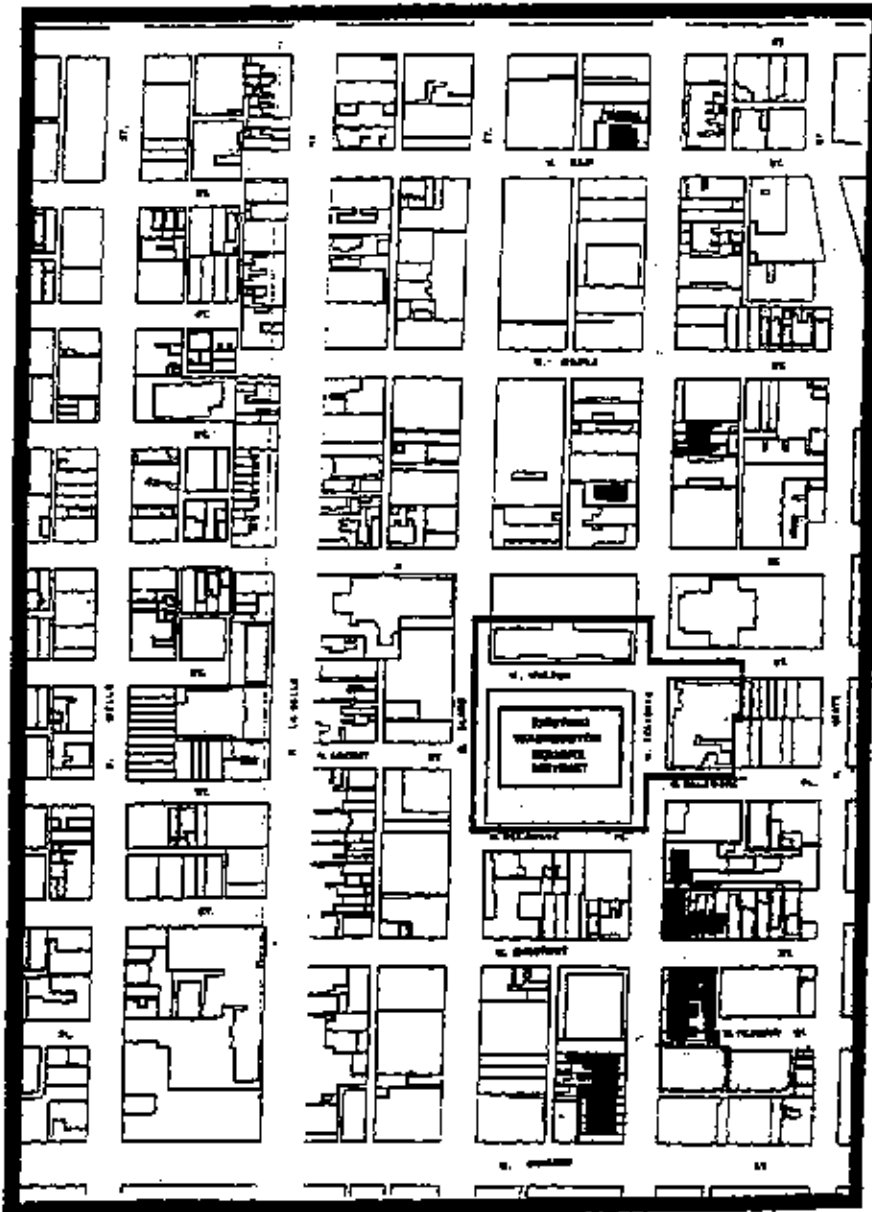
		Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
827 N. Dearborn St.	17-04-450-039	The South 22 feet of the North 138 feet of Lot 2 in Assessor's Division of Block 1 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
829 N. Dearborn St.	17-04-450-041	The South 22 feet of the North 116 feet (except the South 6.25 feet of the North 100.25 feet of the East 10.6 feet of the West 104.85 feet, and also except the South 1.15 feet of the North 101.4 feet of the East 1.77 feet of the West 101.13 feet) of Lot 2 in Assessor's Division of Block 1 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
831 N. Dearborn St.	17-04-450-040	The South 22 feet of the North 94 feet, and the South 6.25 feet of the North 100.25 feet of the East 10.60 feet of the west 104.85 feet, and the South 1.15 feet of the North 101.40 feet of the East 1.77 feet of the West 101.13 feet of Lot 2 in Assessor's Division of Block 1 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.
833 N. Dearborn St., 27-31 W. Chestnut St. (known as the	17-04-450-032-1001 17-04-450-032-1002 17-04-450-032-1003 17-04-450-032-1004 17-04-450-032-1006	The North 72 feet of Lot 2 in Assessor's Division of Block 1 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, excepting therefrom the following parcel:

Newberry Condominium)	17-04-450-032-1007 17-04-450-032-1008	beginning at the Northwest corner of said Lot 2, thence South along the West line of said Lot 2, 49.80 feet, thence East parallel with the North line of said Lot 2, 82.99 feet; thence North 19.02 feet, thence West 0.75 feet; thence North 30.78 feet to a point on the North line of said Lot 2, thence West 82.24 feet along the North line of said Lot 2 to the place of beginning, all in Assessor's Division of Block 1 in Bushnell's Addition to Chicago, in Cook County, Illinois.
839 N. Dearborn St. (known as the Newberry Mansion Condominium)	17-04-450-035-1001 17-04-450-035-1002 17-04-450-035-1003 17-04-450-035-1004 17-04-450-035-1005 17-04-450-035-1006	That part of Lot 2 described as follows: beginning at the Northwest corner of said Lot 2 thence south along the West line of said Lot 2, 49.8 feet thence East parallel with the North line of said Lot 2, 82.99 feet; thence North 19.02 feet, thence West 0.75 feet; thence North 30.78 feet to a point on the North line of said Lot 2, thence West 82.24 feet along the North line of said Lot 2 to the place of beginning, all in Assessor's Division of Block 1 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
849 N. Dearborn St.	17-04-442-053	That part of Lot 6 in Hale's Subdivision of Lot 2 in Assessor's Division of the South 202.5 feet of Block 6 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of the centerline of an 8-inch common brick wall (party wall) and its extensions East and West, as described as commencing at a point on the West line of said Lot 6: 20.55 feet North of the Southwest corner of said Lot 5, thence East along the centerline and its extensions to a point on the East line of said Lot 6, 20.30 feet North of the Southeast corner of said Lot 6, all in Cook County, Illinois.

851 N. Dearborn St.	17-04-442-052	That part of Lots 5 and 6 in Hale's Subdivision of Lot 2 in Assessor's Division of the South 202.5 feet of Block 6 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, lying North of the centerline of an 8-inch common brick wall (party wall) and its extensions East and West, as described as commencing at a point on the West line of said Lot 6: 20.55 feet North of the Southwest corner of said Lot 6, thence East along the centerline and its extensions to a point on the East line of said Lot 6, 20.30 feet North of the Southeast corner of said Lot 5 and South of an 8-inch common brick wall (party wall) and its extensions to the West and East, described as commencing at centerline and its extensions to a point on the line of said Lot 5, 3.30 feet South of the Northeast corner of said Lot 5, all in Cook County, Illinois.
853 N. Dearborn St.	17-04-442-051	All of Lot 4 and that part of Lot 5 in Hale's Subdivision of Lot 2 in Assessor's Division of the South 202.5 feet of Block 6 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of the centerline of an 8-inch common brick wall (party wall) and its extensions East and West, as described as commencing at a point on the West line of said Lot 5: 3.10 feet South of the Northwest corner of said Lot 5, thence East along the centerline and its extensions to the West and East to a point on the East line of said Lot 5, 3.20 feet South of the Northeast corner of said Lot 5, all in Cook County, Illinois.
855 N. Dearborn St.	17-04-442-020	Lot 3 in Hale's Subdivision of Lot 2 in the Assessor's Division of the South 202.5 feet on Block 8 in Bushnell's Addition to Chicago in the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

857 N. Dearborn St. (known as the 857 North Dearborn Condominium)	17-04-442-054-1001 17-04-442-054-1002	Lot 2 in Hale's Subdivision of Lot 2, in the Assessor's Division of the South 202.5 feet in Block 8 in Bushnell's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
859 N. Dearborn St.	17-04-442-018	Lot 1 in Hale's Subdivision of Lot 2 in the Assessor's Division of the South 202.5 feet of Block 8 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
863-867 N. Dearborn St. (known as Hazeldon Foundation)	17-04-442-041 17-04-442-040	The West 92.56 feet of Lots 1 and 2 in Owner's Division in Block 8 of Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, and in Block 16 of Canal Trustee's Subdivision of the South fractional ½ of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1012 N. Dearborn St. (known as the Palarte & Chisel Academy of Fine Arts)	17-04-423-018	The South ½ of Lot 10 and all of Lot 11 and the North ½ of Lot 12 and the North 10 feet of the South ½ of Lot 12 in Tierman's Subdivision of Block 15 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1023 N. Dearborn St.	17-04-424-008	The South 25 feet of Lot 3 in Newberry and Ellis Subdivision of Block 16 in Bushnell's Addition to Chicago, in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian.
1025 N. Dearborn St.	17-04-424-007	The North 25 feet of the South 50 feet of Lot 3 in Newberry and Ellis Subdivision of Block 16 in Bushnell's Addition to Chicago, in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

1029 N. Dearborn St.	17-04-424-006	The North 25 feet of Lot 3 in Newberry and Ellis Subdivision of Block 16 in Bushnell's Addition to Chicago, in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1150 N. Dearborn St. (known as "Biggs" Restaurant)	17-04-406-008	The South 13 feet of Lot 3 and all of Lot 4 in Block 23 in Bushnell's Addition to Chicago, in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
1154 N. Dearborn St.	17-04-406-007	The South 22 ¾ feet of the North 40 feet of Lot 3 in Block 23 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
22 W. Chestnut	17-04-442-023	The West 28 feet of Lot 4 in Assessor's Division of the South 202½ feet of Block 8 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
24 W. Chestnut St.	17-04-442-046	The East 20 feet of Lot 3 in Assessor's Division of the South 202 ½ feet of Block 8 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
26 W. Chestnut St.	17-04-442-045	The West 20 feet of the East 40 feet of Lot 3 in Assessor's Division of the South 202½ feet of Block 8 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.
28 W. Chestnut St.	17-04-442-044	Lot 3 except the East 40 feet in Assessor's Division of the South 202½ feet of Block 8 in Bushnell's Addition to Chicago in the East ½ of the Southeast ¼ of Section 4, Township 39, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

*Exhibit "B".**Washington Square District Extension Map.*

Properties included in the Washington Square District Extension are indicated in bold.

This map is intended for illustrative purposes only.

The Washington Square District Extension is defined by the legal descriptions of the properties included in the district (see Exhibit "A").

DESIGNATION OF 2117 -- 2139 NORTH MILWAUKEE AVENUE
(THE CONGRESS THEATER) AS CHICAGO LANDMARK.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, for which a meeting was convened on July 8, 2002 and having under consideration an ordinance designating 2117 -- 2139 North Milwaukee Avenue (the Congress Theater) as a Chicago landmark, 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 all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to § 2-120-690 of the Municipal Code of Chicago (the "Municipal Code"), the Commission on Chicago Landmarks (the "Commission") has determined that the Congress Theater, located at 2117 -- 2139 North Milwaukee Avenue/2117 -- 2139 North Rockwell Avenue, Chicago, Illinois, comprised of the parcels more precisely described in Section 2 hereof, is worthy of Chicago landmark designation; and

WHEREAS, The Commission has determined that the Congress Theater meets three (3) criteria for landmark designation as set forth in § 2-120-620 (1), (4) and (7) of the Municipal Code and satisfies the historic integrity requirement set forth in § 2-120-630 of the Municipal Code; and

WHEREAS, The Congress Theater is one of the grandest and most intact surviving movie "palaces" in Chicago's neighborhoods, dating from the boom years of the 1920s, and is an excellent example of a large-scale "theater-block", a building type combining a movie theater with stores and apartments; and

WHEREAS, The Congress Theater is one of the last remaining theaters associated with Lubliner & Trinz, operators of one of Chicago's largest movie theater chains during the 1920s; and

WHEREAS, The Congress Theater has served for decades as a cultural and entertainment center for Chicago's near northwest side; and

WHEREAS, The Congress Theater's elaborate four (4) story theater entrance is an outstanding example of ornament and craftsmanship in terra cotta; and

WHEREAS, The Congress Theater interior, including the outer vestibule, lobbies and auditorium, is customarily open and accessible to the public and has a special historical, community, architectural and aesthetic interest as part of the heritage of Chicago; and

WHEREAS, The Congress Theater interior is a highly decorative example of the visually and spatially extravagant movie theater interiors built during the 1920s in Chicago, featuring an unusual glass-and-iron outer vestibule with ornate ticket booths, a lavish four (4) story lobby with marble wainscoting, a grand staircase, and a plaster-decorated ceiling, and a large-scale auditorium with a finely-detailed proscenium arch, flanking organ grilles, and an overarching dome; and

WHEREAS, The Congress Theater interior is an exceptionally intact example of detailing, ornament and craftsmanship in plaster, stone and metal; and

WHEREAS, The Congress Theater, with its elaborate four (4) story entrance and prominent location along a block-long section of North Milwaukee Avenue, has been a visual landmark of the near northwest side of Chicago for over seventy-five (75) years; and

WHEREAS, Pursuant to § 2-120-690 of the Municipal Code, on July 11, 2001, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Congress Theater be designated as a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby incorporated by reference as the findings of the City Council.

SECTION 2. The Congress Theater, located at 2117 -- 2139 North Milwaukee Avenue/2117 -- 2139 North Rockwell Avenue, located on the property legally described as:

Parcel 1:

Lots 14 to 18, both inclusive (except the north 16 feet of said Lot 14) of James M. Allen's Subdivision of Lots 8, 9, 10 and 11 in the subdivision by John Gray Guardian of 8 acres east of and adjoining the west 35.62 acres of that part north of Milwaukee Plank Road of the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian (Permanent Index Number 13-36-221-017);

Parcel 2:

the vacated alley east of and adjoining Lots 14 to 18, both inclusive (except the north 16 feet of said Lot 14) in James M. Allen's Subdivision aforesaid (Permanent Index Number 13-36-221-017);

Parcel 3:

Lots 12 to 15, both inclusive (except that part lying in Milwaukee Avenue) in Gray's Subdivision of 8 acres east of and adjoining the west 35.62 acres of the northeast quarter lying north of Milwaukee Plank Road, of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian (Permanent Index Number 13-36-221-032);

Parcel 4:

the vacated east and west alley north of adjoining Lots 12 to 15 both inclusive in Gray's Subdivision aforesaid (no permanent index number listed);

Parcel 5:

Lots 11 to 15, both inclusive, in Herman Papsien's Subdivision of Lot 19 (except the north 60 feet thereof) in James M. Allen's Subdivision of Lots 8, 9, 10 and 11 in Gray's Subdivision of 8 acres east and adjoining the west 35.62 acres northeast of the Milwaukee Plank Road, in the northeast quarter of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (Permanent Index Number 13-36-221-031);

is hereby designated as a Chicago landmark in accordance with § 2-120-700 of the Municipal Code.

SECTION 3. The significant historical and architectural features of the Congress Theater, for the purposes of § 2-120-740 of the Municipal Code, are all exterior elevations, roofs and rooflines of the building; the theater auditorium, main and inner lobbies and outer vestibule; and original historic theater lighting fixtures, including but not limited to chandeliers, wall sconces and aisle signs.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying said landmark and to affix the plaque to the property designated as a Chicago landmark in accordance with the provisions of § 2-120-700 of the Municipal Code.

SECTION 5. The Commission is directed to comply with the provisions of § 2-120-720 of the Municipal Code, regarding notification of said designation.

SECTION 6. This ordinance shall take effect from and after the date of its passage.

AUTHORIZATION FOR WAIVER OF PERMIT FEES FOR
LANDMARK PROPERTIES AT VARIOUS LOCATIONS.

The Committee on Historical Landmark Preservation submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Historical Landmark Preservation, for which a meeting was convened on July 8, 2002 and having had under consideration proposed orders for the waiver of permit fees for the properties at 1133 North Damen Avenue (Ukrainian Village District), 600 South Dearborn Street (Printing House Row District), 75 East Wacker Drive (Mather Tower District) and 908 West Armitage Avenue (Armitage/Halsted District) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) ARENDA TROUTMAN,
Chairman.

On motion of Alderman Troutman, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

908 West Armitage Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 908 West Armitage Avenue

District/Building: Armitage/Halsted District

for work described as:

construction of three (3) story masonry rear addition with attached two (2) car garage.

by:

Owner: Frank Bianco

Owner's Address: 908 West Armitage Avenue

City, State, Zip Code: Chicago, Illinois 60614

The fee waiver authorized by this order shall be effective from March 1, 2002 to March 1, 2003.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

1133 North Damen Avenue.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 1133 North Damen Avenue

District/Building: Ukrainian Village District

for work described as:

complete restoration of brick three (3) flat including but not limited to exterior masonry, rear porches, windows, kitchen, baths, plumbing and electrical.

by:

Owner: Daniel Nehm/Christopher Long

Owner's Address: 1133 North Damen Avenue

City, State, Zip Code: Chicago, Illinois 60622

The fee waiver authorized by this order shall be effective from February 1, 2002 through January 31, 2003.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

—
600 South Dearborn Street.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 600 South Dearborn Street

District/Building: Printing House Row District

for work described as:

exterior brick and limestone rehabilitation.

by:

Owner: Transportation Building Condominium Association

Owner's Address: 600 South Dearborn Street

City, State, Zip Code: Chicago, Illinois 60605

The fee waiver authorized by this order shall be effective from March 1, 2002 to November 30, 2003.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

75 East Wacker Drive.

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago, as follows:

SECTION 1. That the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water, Zoning and the Director of Revenue are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City Council to the contrary, to the property at:

Address: 75 East Wacker Drive

District/Building: Mather Tower

for work described as:

restoration of facade and rehabilitation of interior.

by:

Owner: Michigan Wacker, L.L.C.
Owner's Address: 49 West 45th Street
City, State, Zip Code: New York, New York 10036

The fee waiver authorized by this order shall be effective from January 1, 2002 through December 31, 2003.

SECTION 2. This order shall be in force and effect upon its passage.

SECTION 3. That the permit purchaser shall be entitled to a refund of city fees for which it has paid and which are exempt pursuant to Section 1.

COMMITTEE ON HOUSING AND REAL ESTATE.

**APPOINTMENT OF MS. LORI T. HEALEY AS COMMISSIONER
OF CHICAGO HOUSING AUTHORITY.**

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication by The Honorable Richard M. Daley, Mayor, appointing Lori T. Healey as a commissioner of the Chicago Housing Authority for a term expiring July 7, 2003, to succeed Rahm Emanuel, 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 a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

On motion of Alderman Suarez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. Lori T. Healey as a commissioner of the Chicago Housing Authority was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

ACCEPTANCE OF BID FROM MESIROW STEIN DEVELOPMENT
SERVICES, INC. FOR PURCHASE OF CITY-OWNED
PROPERTIES AT 26130 AND 26223 NORTH
GILMER ROAD IN LAKE COUNTY.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services approving a sealed bid sale, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, acting through its Department of General Services ("D.G.S."), is the owner of the vacant parcel of property located at 26130 and 26223 North Gilmer Road in unincorporated Lake County, Illinois, which is legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, D.G.S. has undertaken to sell the Property through a sealed bid process by causing a public notice of the sale to be published in the *Chicago Sun-Times* and in *Crain's Chicago Business* for three (3) or more times in each publication prior to the bid opening; and

WHEREAS, In response to the aforesaid public notice, D.G.S. received the following sealed bids: Mesirow Stein Development Services, Inc. -- Five Million Five Hundred Thousand and no/100 Dollars (\$5,500,000.00); Toll Brothers -- Five Million Fifty Thousand and no/100 Dollars (\$5,050,000.00); Kenneth James Builders -- Four Million Eight Hundred Thousand and no/100 Dollars (\$4,800,000.00); J.F.M.C. Facilities Corporation, L.L.C. -- Three Million Eight

Hundred Thousand and no/100 Dollars (\$3,800,000.00); and J.F.M.C. Facilities Corporation -- Two Million and no/100 Dollars (\$2,000,000.00); and

WHEREAS, D.G.S. opened the sealed bids at a public meeting before a certified court reporter and has recommended that the sealed bid of Mesirow Stein Development Services, Inc., the highest bidder, be accepted by the City Council; and

WHEREAS, All of the bids provide that the purchase of the Property is contingent upon the successful bidder being able to obtain a zoning change from agricultural use to residential use, and the highest bid also contains a contingency that the Property be annexed to the Village of Hawthorn Woods; now, therefore,

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

SECTION 1. The City of Chicago hereby accepts the bid of Mesirow Stein Development Services, Inc., an Illinois corporation (the "Purchaser"), 350 North Clark Street, Chicago, Illinois 60610, to purchase the Property for Five Million Five Hundred Thousand and no/100 Dollars (\$5,500,000.00), subject to the Purchaser being able to obtain (1) a zoning change from agricultural use to residential use; (2) passage of a plat of subdivision which would permit the construction of the residential project; (3) the annexation of the Property to the Village of Hawthorn Woods; and (4) evidence that the Property does not contain substantial contamination or any physical defect which would make the residential development of the Property economically unfeasible, all at the Purchaser's sole cost and expense.

SECTION 2. The Commissioner of D.G.S. is authorized to execute a contract for the sale of the Property consistent with the terms set forth herein, and such other documents as may be necessary to implement the sale of the Property, subject to the approval of Corporation Counsel. D.G.S. is further authorized to refund the deposit checks to the unsuccessful bidders. In the event that the closing has not occurred within six (6) months from the passage of this ordinance due to a default by the Purchaser, D.G.S. may cancel the sale upon written notice to the Purchaser and retain the Purchaser's deposit as liquidated damages. However, such time period may be extended by the Commissioner of D.G.S. for a period not to exceed three (3) months for good cause shown.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Description:

The south half of the southwest quarter of Section 34, Township 44 North, Range 10, East of the Third Principal Meridian (except that part falling in A. G. Schwerman's First Sylvan Lake Subdivision, being a subdivision of part of Section 34, Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 22, 1925 as Document Number 251651 in Book N of Plats, page 70), in Lake County, Illinois.

Address:

26130 and 26223 North Gilmer Road
Lake County, Illinois

Permanent Index Numbers:

10-34-300-002 and 003.

APPROVAL FOR SALE OF VARIOUS CITY-OWNED PROPERTIES
WITHIN CHICAGO/CENTRAL PARK TAX INCREMENT
FINANCING REDEVELOPMENT AREA TO SENIOR
SUITES CHICAGO CORPORATION FOR
CONSTRUCTION OF SENIOR
HOUSING DEVELOPMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the sale of parcels to

Senior Lifestyle Corporation, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, is the owner of the vacant parcels of property located at 713 North Lawndale Avenue (Permanent Index Number 16-11-106-009), 719 North Lawndale Avenue (Permanent Index Number 16-11-106-008) and 706 North Monticello Avenue (Permanent Index Number 16-11-106-018), Chicago, Illinois 60624, and designated as parcels 106-009, 106-008 and 106-018 in the Chicago/Central Park Tax Increment Financing Redevelopment Area (the "Parcels"); and

WHEREAS, Senior Suites Chicago Corporation, an Illinois corporation ("Developer"), 1100 East Wacker Drive, Suite 2400, Chicago, Illinois 60601, has offered to purchase the Property from the City for the purpose of constructing a five

(5) story, eighty-eight (88) unit senior housing development on an assembled site consisting of the Parcels and four (4) other lots that the Developer is in the process of acquiring; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The City of Chicago hereby approves the sale of the Parcels to the Developer in the amount of Ninety-nine Thousand Seven Hundred Fifty and no/100 Dollars (\$99,750.00), subject to the Developer submitting evidence of funds adequate to finance the purchase of the Parcels and the construction of the project.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Parcels to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or is comprised of the same principal parties.

SECTION 3. This ordinance shall take effective immediately upon its passage.

APPROVAL FOR SALE OF CITY-OWNED PROPERTY AT 241 EAST
135TH PLACE TO AND AUTHORIZATION FOR EXECUTION
OF REDEVELOPMENT AGREEMENT WITH ERUDITE,
INC. UNDER PRESERVING COMMUNITIES
TOGETHER PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the conveyance of property located at 241

East 135th Place, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Housing and Urban Development ("H.U.D.") has created the One Dollar Home Sales to Local Government Program ("Program"); and

WHEREAS, The City of Chicago proposes to assist in the creation of owner-occupied housing by conveying parcels of property acquired from H.U.D. to qualified developers or not-for-profit organizations which will rehabilitate or construct housing on the parcels of property in compliance with the Chicago Building Code; and

WHEREAS, Pursuant to the Program, H.U.D. has conveyed to the City the vacant parcel of property commonly known as 241 East 135th Place, Chicago, Illinois and identified as Permanent Index Number 25-34-308-013; and

WHEREAS, Erudite, Inc., an Illinois corporation (the "Purchaser") has proposed to purchase the property from the City and rehabilitate it for single-family housing in accordance with the provisions of the City's Preserving Communities Together Program ("P.C.T."); and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

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

SECTION 1. The sale of the property to the Purchaser in an amount not to exceed the City's acquisition costs is hereby approved. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Purchaser. The Commissioner of Housing is authorized to negotiate and execute a redevelopment agreement with the Purchaser, and such other documents which may be required or necessary to implement the intent and objectives of the P.C.T. Program, subject to the approval of the Corporation Counsel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the property to the Purchaser, or to a land trust of which the Purchaser is the sole beneficiary, or to a business entity of which the Purchaser is the sole controlling party, subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

AUTHORIZATION FOR ACQUISITION OF PROPERTY
AT 3538 -- 3550 NORTH LINCOLN AVENUE
FOR DEVELOPMENT AS OPEN SPACE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the acquisition of property located at 3538 -- 3550 North Lincoln Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

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") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There is a lack of sufficient open space in the City for recreational and aesthetic uses, and as a result there is a need to develop open spaces as parks, garden and natural areas for public use for the benefit of the citizens of the City; and

WHEREAS, The Commissioner of Planning and Development ("Commissioner") has identified the vacant land located at 3538 -- 3550 North Lincoln Avenue ("Property") as appropriate for acquisition by the City for development as open space; and

WHEREAS, CorLands is in the process of acquiring the Property; and

WHEREAS, Upon completion of its acquisition, CorLands has offered to sell the Property to the City for Six Hundred Fifty Thousand Dollars (\$650,000) plus reimbursement of interest on its loan in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500) and reimbursement of its reasonable fees and costs associated with the acquisition of the Property as verified by paid receipts or invoices; now, therefore,

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

SECTION 1. The Commissioner is authorized to purchase the Property from CorLands for Six Hundred Fifty Thousand Dollars (\$650,000) and to reimburse CorLands for interest on its loan in a amount not to exceed Four Thousand Five Hundred Dollars (\$4,500) and its reasonable fees and costs upon presentation of paid invoices or receipts.

SECTION 2. The Commissioner is authorized to accept a deed for the Property from CorLands subject to the approval of the Corporation Counsel.

SECTION 3. This ordinance shall take effect immediately upon its passage.

AMENDMENT OF SINGLE-ROOM OCCUPANCY REFINANCING
AND REHABILITATION PROGRAM AGREEMENT WITH
COMMUNITY INVESTMENT CORPORATION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing providing additional funding in connection the S.R.O. Rehabilitation 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Burke invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that he had represented parties to this ordinance in previous and unrelated matters.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, It is hereby determined to be in the best interests of the City to provide residential housing assistance for persons and families of low- and moderate-income within the City, including but not limited to occupants of single-room occupancy buildings ("S.R.O. Buildings"); and

WHEREAS, Community Investment Corporation, an Illinois not-for-profit corporation ("C.I.C."), has instituted a refinancing and rehabilitation program (the "C.I.C. S.R.O. Program") to assist owners of S.R.O. Buildings in the refinancing and

rehabilitation of S.R.O. Buildings; and

WHEREAS, The City Council of the City (the "City Council") enacted an ordinance on May 12, 1999, published in the *Journal of the Proceedings of the City Council* for said date at pages 1822 through 1826, inclusive (the "1999 Ordinance"), authorizing the City's Department of Housing ("D.O.H.") to execute an agreement with C.I.C. to implement the C.I.C. S.R.O. Program in accordance with terms and conditions set forth in Exhibit A of the 1999 Ordinance, and appropriating up to One Million Dollars (\$1,000,000) (the "Original Amount") for use in the C.I.C. S.R.O. Program as described in Exhibit A of the 1999 Ordinance; and

WHEREAS, The City, through D.O.H., executed that certain Single-Room Occupancy Refinance/Rehabilitation Program Agreement with C.I.C., dated as of December 23, 1999 (the "C.I.C. S.R.O. Program Agreement"), which sets forth terms for the implementation of the C.I.C. S.R.O. Program, which terms include a provision indicating that the maximum amount of funds to be made available by the City for the C.I.C. S.R.O. Program shall be One Million Dollars (\$1,000,000); and

WHEREAS, D.O.H. desires to make available for the C.I.C. S.R.O. Program: (1) an additional One Million Dollars (\$1,000,000) (the "New Amount") from (i) proceeds of the City's General Obligation Bonds (Neighborhoods Alive 21 Program), Series 2002, which is anticipated to be issued later this year, and/or (ii) proceeds of such other general obligation bond issues of the City as the City's Budget Director shall approve, and/or (iii) investment earnings on the proceeds of any bonds described in sections (i) and (ii) above; (2) interest earnings, if any, on the Original Amount and the New Amount; and (3) recaptured funds, if any, including any interest earned thereon, in connection with the Original Amount and the New Amount (collectively (1), (2) and (3) to be hereinafter referred to as the "Additional Funding"); and

WHEREAS, D.O.H. desires to execute an amendment to the C.I.C. S.R.O. Program Agreement with C.I.C. (the "Amendment") to modify such C.I.C. S.R.O. Program Agreement so that it will allow for the Additional Funding; and

WHEREAS, Exhibit A of the 1999 Ordinance stated that the City Assistance to be provided would be recoverable grants of Five Thousand Dollars (\$5,000) per unit to a maximum of One Million Dollars (\$1,000,000) per building; now, therefore,

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

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

SECTION 2. Subject to the approval of the Corporation Counsel, the Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized to execute the Amendment, to execute such other

agreements and instruments, and to perform any and all acts as shall be necessary or advisable in connection with the Additional Funding and the terms and program objectives of the C.I.C. S.R.O. Program.

SECTION 3. Exhibit A of the 1999 Ordinance is hereby amended by deleting the language in brackets and inserting the language in italics, as follows:

"City Assistance:

The Department of Housing will match rehabilitation financed through C.I.C. via a recoverable grant of Five Thousand Dollars (\$5,000) per unit to a maximum of [One Million Dollars (\$1,000,000)] *One Hundred Thousand Dollars (\$100,000)* per building."

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 5. This ordinance shall be effective as of the date of its passage.

AMENDMENT OF REVELATION POINTE HOMESTART PROJECT
ORDINANCE BY INCLUSION OF ADDITIONAL
DEVELOPMENT PARCELS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing amending the Homestart-Revelation Pointe Ordinance, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance (the "Initial Project Ordinance") on July 19, 2000, which is published in the *Journal of the Proceedings of the City Council* (the "*Journal of Proceedings*") for such date at pages 37748 through 37756, approving a project (the "Revelation Pointe Homestart Project") consisting of the development and sale by the City of thirty-nine (39) dwelling units on certain properties owned by the City, as further described in the Initial Project Ordinance; and

WHEREAS, The Initial Project Ordinance was amended by an ordinance adopted by the City Council on October 31, 2001, which is published in the *Journal of Proceedings* for such date at pages 69664 through 69675 (the "First Amendatory Project Ordinance") (the Initial Project Ordinance and the First Amendatory Project Ordinance are collectively referred to herein as the "Project Ordinance"); and

WHEREAS, Subsequent to the passage of the Project Ordinance, certain changes in the site and financing structure of the Revelation Pointe Homestart Project have been made; and

WHEREAS, The City desires to amend the Project Ordinance in light of the aforementioned changes to (i) include in the Revelation Pointe Homestart Project certain additional parcels of real property owned by the City and located at the following addresses in the City of Chicago with the following property identification numbers:

20-23-407-001	6801 South Dante Avenue
20-23-415-002	1507 East 69 th Street
20-23-417-008	1469 East 69 th Place
20-23-406-003	1413 East 68 th Street

(collectively, the "Additional Parcels"), upon which additional dwelling units are to be constructed as part of the Revelation Pointe Homestart Project, (ii) authorize the Department of Housing of the City ("D.O.H.") to enter into development contracts pursuant to which D.O.H. would pay certain costs of the Revelation Pointe Homestart Project using up to One Million Five Hundred Thousand Dollars (\$1,500,000) of proceeds of certain general obligation bonds previously issued by the City, which pursuant to the ordinances authorizing the issuance of such bonds have been lawfully appropriated to pay certain categories of costs, including certain costs of the Revelation Pointe Homestart Project, and (iii) change the maximum development cost for the Revelation Pointe Homestart Project, which formerly was Seven Million Two Hundred Thousand Dollars (\$7,200,000), to Eight Million Dollars (\$8,000,000); and

WHEREAS, The intended site of the Revelation Pointe Homestart Project (the "Project Site") is located in a "redevelopment project area" within the meaning of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (the "T.I.F. Act"); and

WHEREAS, Pursuant to Section 5/11-74.4-4(c) of the T.I.F. Act, D.O.H. published a notice (the "Public Notice") in the *Chicago Sun-Times* of its intention to dispose of the Project Site, including the Additional Parcels, which Public Notice solicited alternative proposals or bids for the disposition of the Project Site or a portion thereof; and

WHEREAS, D.O.H. provided reasonable opportunity for other persons to submit alternative proposals or bids, and no other responsive proposals were received by D.O.H. for the disposition of the Project Site or a portion thereof within fourteen (14)

days after publication of the Public Notice; now, therefore,

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

SECTION 1. All of the above recitals are expressly incorporated herein and made a part of this ordinance as though fully set forth herein.

SECTION 2. Capitalized terms used and not otherwise defined herein shall have the meaning assigned to such terms in the Project Ordinance.

SECTION 3. The recitals in the Initial Project Ordinance are hereby amended as follows:

(a) References in the recitals to the R.F.P. shall be deemed to refer to a request for qualifications circulated by D.O.H. seeking developers to design, build, market and sell housing on City lots.

(b) The thirteenth (13th) recital is revised as follows, with deletions shown in brackets:

"Whereas, the Project Developer has prepared for the City's approval, among other things, conceptual designs for each model of Project Housing Unit that it intends to construct for the Project Development (each such model shall be known as a "Prototype") [, and the conceptual designs for each Prototype shall be included within the Development Management Agreement or incorporated by reference therein]; and"

(c) The fifteenth (15th) recital is revised as follows, with insertions shown as italicized text and deletions shown in brackets:

"Whereas, the Development Management Agreement and the design/build authorization for each Project Housing Unit will provide for the payment to [of] the Project Developer for the design, construction, marketing and sales services; and"

SECTION 4. Section 4 of the Project Ordinance is hereby amended as follows, with insertions shown as italicized text and deletions shown in brackets:

"Section 4. The City Council hereby selects and approves the Project Developer for the Project Development, all as described on Exhibit A hereto, and hereby authorizes the Commissioner to negotiate and enter into *the* [a] Development Management Agreement with the Project Developer. The City Council also authorizes the Commissioner to approve the Prototypes for the Project Housing Units and to negotiate and execute, on behalf of the City, any and all

design/build authorizations with respect to design and/or construction activities on specific Project City Lots included under the Development Management Agreement. *The Commissioner is authorized to approve changes to any Prototype design provided that such changes do not increase the cost of the Project Housing Unit that is based upon such Prototype above the maximum cost for design/build services for each Project Housing Unit shown on Exhibit A hereto. The Development Management Agreement and the design/build authorizations will provide for payment to the Project Developer for the design, construction, marketing and sales services, in accordance with terms to be negotiated by the Commissioner and the Project Developer subject to the terms of this ordinance. Under the Development Management Agreement, the Project Developer must agree to M.B.E./W.B.E. participation of sixteen and nine-tenths percent (16.9%) and four and five-tenths percent (4.5%), respectively, based upon the total compensation paid to the Project Developer under the Development Management Agreement and any and all related design/build authorizations, inclusive of compensation for soft costs, hard costs and developer's fee. The Development Management Agreement shall also require the Project Developer to comply with any other applicable City ordinances. The Commissioner is authorized to execute and deliver a development contract or contracts with the Project Developer (which in the Commissioner's discretion may include the Development Management Agreement or design/build authorizations thereunder) and such other documents, each in a form approved by the Corporation Counsel, and perform such other actions as may be necessary or desirable, in connection with the performance of the work associated with the Project Development costs paid for from (i) the proceeds of certain general obligation bonds previously issued by the City and available to D.O.H., in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000), which pursuant to the ordinances authorizing the issuance of such bonds have been lawfully appropriated to pay certain categories of costs, including certain Project Development costs, and (ii) proceeds from the sale of Project Housing Units that are not required to be deposited under the Indenture."*

SECTION 5. Exhibit A to the Project Ordinance is hereby amended as follows:

(a) The Aggregate Number of Project Housing Units Proposed to be Developed shall be thirty-nine (39) units.

(b) The Maximum Project Development Costs shall be Eight Million Dollars (\$8,000,000).

(c) The Common Addresses and Property Identification Numbers of Project City Lots shall include the Additional Parcels.

SECTION 6. Section 6 of the Bond Ordinance is hereby amended as follows, with insertions shown as italicized text:

"Section 6. Conveyances Of City Lots. When a City Lot has been developed in accordance with the Program, the City may sell the improved City Lot to a buyer. In order to effect the sale of the improved City Lot, the Mayor or his proxy is authorized to execute and deliver, and the City Clerk of the City is authorized to attest, a deed conveying the City Lot to the buyer after construction in accordance with the terms of the Service Contracts and at such prices as the Commissioner determines are consistent with the goals of the Program. *Proceeds from the sale of City Lots and the Housing Units located thereon that are not required to be deposited under the Indenture are hereby authorized and appropriated to be expended to pay for development costs incurred in connection with the Development to which the City Lots and Housing Units generating such sale proceeds pertain.*"

SECTION 7. Except as amended hereby, the Project Ordinance and the Bond Ordinance shall remain in full force and effect.

SECTION 8. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with or is inconsistent with the provisions of this ordinance, including Section 2-32-520 of the Municipal Code, the provisions of this ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, including the Bonds and the Indenture, or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds or to impair the security for the Bonds; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 9. This ordinance shall be in full force and effect immediately upon its passage.

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH RESOURCE CENTER FOR TRACT OF CITY-OWNED
PROPERTY IN VICINITY OF NORTH CLYBOURN
AVENUE AND CLEVELAND AVENUE FOR
OPERATION OF URBAN FARM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the execution of a lease agreement with Chicago Resource Center, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City owns that certain tract of land located in the vicinity of Clybourn Avenue and Cleveland Avenue, Chicago, Illinois, which is identified by Permanent Index Numbers 17-04-130-039 to 043 and 17-04-130-047 (the "Property"); and

WHEREAS, The Property is located in a redevelopment area known as the Near North Tax Increment Financing Redevelopment Area; and

WHEREAS, The City is interested in selling the Property to a developer who will develop the Property in accordance with the guidelines and requirements of the near North Tax Increment Financing Redevelopment Plan; and

WHEREAS, Resource Center, an Illinois not-for-profit corporation (the "Lessee"), having its principal offices at 222 East 135th Place, Chicago, Illinois 60627, has requested that the City grant it the right to operate an urban farm on the Property until such time as the City is ready to convey the Property to a developer in accordance with its normal disposition procedures;

WHEREAS, The City is willing to permit to Lessee to operate an urban farm on the Property; now, therefore,

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

SECTION 1. The Commissioner of Planning and Development is hereby authorized to execute on behalf of the City a Lease Agreement with the Lessee substantially in the form attached hereto, subject to the approval of the Corporation Counsel.

SECTION 2. This ordinance shall be effective immediately upon its passage.

Lease Agreement referred to in this advance reads as follows:

This lease agreement is made on or as of this ____ day of _____, 2002, between the City of Chicago, an Illinois municipal corporation ("City") having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 and Resource Center, an Illinois not-for-profit corporation, having its principal offices at 222 East 135th Place, Chicago, Illinois 60627 ("Lessee").

Recitals.

Whereas, The City owns that certain tract of land located in the vicinity of Clybourn Avenue and Cleveland Avenue, Chicago, Illinois, which is identified by Permanent Index Numbers 17-04-130-039 to 043 and 17-04-130-047 (the "Property"); and

Whereas, The Property is located in a redevelopment area known as the Near North Tax Increment Financing Redevelopment Area; and

Whereas, The City is interested in selling the Property to a developer who will develop the Property in accordance with the guidelines and requirements of the Near North Tax Increment Financing Redevelopment Plan; and

Whereas, Lessee has requested that the City grant it the right to operate an urban farm on the Property until such time as the City is ready to convey the Property to a developer in accordance with its normal disposition procedures; and

Whereas, The City is willing to permit the Lessee to operate an urban farm on the Property;

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

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

2. Grant. Subject to the terms and conditions set forth herein, the City hereby grants to Lessee the right to operate an urban farm on the Property, and to erect a security fence around the Property. This agreement may not be assigned without the prior written approval of the City.

3. Term. The term of this agreement shall commence upon the date of this agreement and shall terminate twelve (12) months thereafter unless sooner terminated in the manner provided herein. Lessee may renew this agreement for two (2) consecutive one (1) year terms, subject to the approval of the Department of Planning and Development ("D.P.D."), on the following conditions: (a) this agreement is in full force and effect and Lessee is not in default of any of its obligations set forth herein; and (b) Lessee notifies D.P.D. in writing of its desire to renew this agreement for an additional one (1) year period not later than sixty (60) days prior to the expiration of the initial term or the first (1st) renewal term, as the case may be.

4. **Costs.** Lessee shall be responsible for all costs and expenses associated with the activities undertaken on the Property by Lessee.

5. **Permits.** Lessee agrees to obtain, at its sole cost and expense, all necessary permits and authorizations regarding its use of the Property. Lessee shall comply at all times with all applicable municipal, county, state and federal laws, rules and regulations pertaining to Lessee's activities on the Property.

6. **Indemnification.** Lessee agrees, and shall cause its contractors, subcontractors, agents, employees and invitees to agree, to indemnify, hold harmless and defend the City and its agents from and against any and all claims, suits, costs (including reasonable attorney's fees) and damages for injury to persons or property arising out of or in connection with Lessee's use of the Property.

7. **Insurance.** Lessee shall procure and maintain at its sole cost and expense during the entire term of this agreement, the following types and amounts of insurance with insurance companies authorized to do business in the State of Illinois, covering all work under this agreement, whether performed by Lessee or by its contractors: a) commercial general liability insurance or equivalent with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: all premises and operations, separation of insureds and contractual liability. The City is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work; b) when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, Lessee must provide automobile liability insurance with limits of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence for bodily injury and property damage; and c) workers' compensation and employer's liability insurance as prescribed by applicable law covering all employees who are to provide a service under this agreement and employer's liability coverage with limits of not less than One Hundred Thousand and no/100 Dollars (\$100,000.00) each accident or illness. Lessee expressly understands and agrees that any coverages and limits furnished by Lessee shall in no way limit Lessee's liabilities and responsibilities specified in this agreement.

8. **Inspection.** Lessee agrees to carefully inspect the Property prior to the commencement of any activity on the Property to ensure that such activity shall in no way damage surrounding property, structures, utility lines or any subsurface lines or cables. The City reserves the right to inspect Lessee's activities on the Property through the duration of this agreement; provided, however, that the City does not unreasonably interfere with Lessee's activities. Lessee agrees to secure the Property throughout the duration of this agreement to ensure that the Property does not pose a danger to the public.

9. Condition Of Property. Lessee acknowledges and agrees that the Property is being delivered to Lessee "as is", and that it has not relied upon or been induced by any statements or representations made by the City with respect to the physical condition of the Property. Lessee has relied solely on such investigations, examinations and inspections as Lessee has chosen to make. The City makes no warranty, either express or implied, as to the condition of the Property or that the Property shall be suitable for Lessee's purposes or needs. The City shall not be liable for any latent hazards.

10. Completion. Upon the termination of this agreement, by lapse of time or otherwise, Lessee agrees to restore the Property to its original or better condition. Lessee may remove the fence, soil and plants upon the termination of this agreement.

11. Right To Terminate. Either party may terminate this agreement upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, the City will use its best efforts to not terminate this agreement between April 1 and October 31 of any given year.

In Witness Whereof, The parties have executed this agreement as of the date first written above.

City of Chicago,
an Illinois municipal corporation

By: _____
Alicia Mazur Berg,
Commissioner of Planning
and Development

Resource Center,
an Illinois not-for-profit corporation

By: _____
Kenneth Dunn, Director

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT
WITH METRA FOR PROPERTY AT WEST 79TH
AND SOUTH COLUMBUS AVENUE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, June 26, 2002.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Water authorizing the execution of a lease agreement with Metra, 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 vote of the members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) RAY SUAREZ,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Commissioner of the Department of Water is authorized to execute, on behalf of the City of Chicago, a lease between the City, as lessor, and Metra, as lessee, for the property located at 79th and Columbus, subject to the approval of the Corporation Counsel as to form and legality. The lease shall be substantially in the form set forth on Exhibit A attached hereto.

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

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Lease Agreement.

This agreement is entered into as of this ____ day of _____, 2002, by and between the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation having an office at 547 West Jackson Boulevard, Chicago, Illinois 60661 ("Metra" or "Lessee") and the City of Chicago, Department of Water, a municipal corporation, located at 1000 East Ohio Street, Chicago, Illinois ("Lessor"). Lessor and Lessee are hereinafter sometimes individually referred to as a "Party" and jointly referred to as the "Parties."

Recitals.

1. Lessor owns the property identified as the 79th and Columbus Water Department facility property and having Permanent Index Numbers of 19-35-206-024, 19-35-206-025, 19-35-206-026, 19-35-206-027 and 19-35-211-042, situated in the City of Chicago, State of Illinois, and delineated on Exhibit A attached to and made a part of this agreement ("Premises").

2. Lessor desires to lease the Premises to Lessee and Lessee desires to lease the Premises from Lessor for the purpose of operating a commuter rail parking lot facility.

Agreement.

Now, Therefore, For and in consideration of the foregoing recitals, which are hereby incorporated into and made a part of this agreement and the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted by the Parties, Lessee does hereby agree to lease from Lessor and Lessor does likewise agree to lease to Lessee the Premises subject to and in accordance with the following terms, covenants and conditions:

1. Term. Lessee's lease of the Premises shall commence on _____, 2002 ("Commencement Date") and shall continue in force and effect for a period of forty (40) years ("Lease Term"), and shall expire on _____, 2042 ("Expiration Date"), unless sooner terminated as herein provided.

2. Rent. Lessee shall pay to Lessor annual rent for the Premises of Two Thousand Four Hundred and no/100 Dollars (\$2,400.00) subject to terms of the Wabansia Lease attached hereto as Exhibit B. In the event that the Lessor vacates the property subject to the Wabansia Lease and terminates the Wabansia Lease according to its terms, Lessee shall pay annual rent for the Premises of One and no/100 Dollars (\$1.00)..

3. Leased Activities. Lessee shall use said Premises during the Lease Term for Metra's commuter rail operations ("Leased Activities") and shall not directly or indirectly use the Premises for any other purpose(s) nor alter the existing Water Department appurtenance and shafts without having first obtained the prior written consent of Lessor.

4. Taxes And Expenses. Lessor represents that the property is currently tax exempt from real property taxes. During the term of this Agreement, Lessee shall pay all leasehold taxes which may become due or which may be assessed against said Premises or Lessee from any activities conducted on the Premises by Lessee ("Charges").

5. Lessor's Title. (a) Nothing herein contained shall empower Lessee to do any act which shall cloud or encumber Lessor's title.

(b) Lessee accepts the Premises subject to all lawful existing liens or encumbrances and superior rights, if any, in and to the Premises as stated on Exhibit C, attached to and made a part of this agreement.

(c) Metra shall own all the improvements constructed or installed by Metra on the Premises, including without limitation the asphalt, curbing and light fixtures and all other materials used to improve the Premises and related or appurtenant facilities, equipment or fixtures ("Metra Fixed Facilities").

6. **Reserved Rights.** Lessor reserves the following rights upon giving Lessee prior reasonable notice of such provided, however, that no notice shall be necessary if, in Lessor's sole opinion, an emergency situation exists: (a) to change the name or street address of the Premises without liability of Lessor to Lessee; (b) to enter upon the Premises or any part thereof at reasonable hours to make inspections, repairs, alterations or additions to the Premises or to any Water Department appurtenance, shaft, or structure; (c) to show the Premises to prospective tenants, purchasers or others; (d) to perform any acts related to the safety, security, protection, preservation, reletting, sale or improvement of the Premises; or, (e) to enter upon said Premises at any time to eject therefrom any disorderly person or persons. The exercise of any reserved right by Lessor shall never be deemed an eviction or disturbance of Lessee's use and possession of the Premises nor render Lessor liable in any manner to Lessee or to any other person, except as provided for under Section 15 of this agreement.

7. **Waiver Of Claims.** (a) Lessee shall remove, at its own expense and cost, all Metra-owned vehicles prior to Lessor commencing maintenance operations of its shafts, provided that Lessor gives Lessee three (3) business days notice. Any and all other property, including automobiles, which may be removed from the Premises by Lessor due to maintenance or emergency purposes, may be handled or removed by Lessor at Lessor's cost and expense. Lessor shall use reasonable care in removing said property and will not be liable for any claims arising out of the removal of said property from the Premises.

(b) Following any work performed by the Lessor on the Premises, Lessor shall backfill and mound any trench created, remove all excess debris and spoil, leave the Premises in a generally clean and workmanlike condition with the surface restored to its condition immediately prior to the Lessor performing its work, including, but not limited to, the restoration, repair or replacement of pavement, curbs, gutters, trees, lawn and shrubbery.

8. **Liens And Assignments.** Lessee agrees not to suffer or permit any lien of mechanics or materialmen to be placed against the Premises.

9. **Condition Of The Premises.** Lessee has examined and inspected the Premises and knows the condition of said Premises and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, its agents or employees prior to or at the execution of this agreement that are not expressed in this agreement. Lessee accepts the Premises in "as is" condition. Lessee shall establish a parameter with Lessor's approval around the shafts where no parking will be permitted inside that parameter.

10. **Alterations.** Lessee, at its sole cost and expense, shall construct the parking facility substantially in accordance with plans and specifications approved by the Lessor prior to construction, as more specifically described on Exhibit D attached hereto and made a part hereof. Lessee shall not make any other

alterations of or additions to the Premises without Lessor's prior consent. Such consent shall not be unreasonably withheld. Lessee shall pay the costs of all such improvements, installations, alterations and additions, if permitted by Lessor, and the expense of the maintenance and operation thereof.

11. Indemnification. Metra agrees to indemnify, defend and hold harmless Lessor, its officers, agents and employees, from and against any and all liabilities, losses, damages, costs, payments and expenses of every kind and nature as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or occurring in connection with Metra's use, construction, operation and maintenance on and possession of the Premises pursuant to the terms of this agreement, except to the extent such liabilities, losses, damages, costs, payments and expenses are caused by the acts, omissions or negligence of Lessor, its officers, agents or employees. Lessor agrees to notify Metra in writing within thirty (30) days of the date Lessor becomes aware of any claim which may fall within this indemnity provision.

12. Repairs And Maintenance. During the Lease Term, Lessee shall, at Lessee's sole cost and expense, keep the Premises, including but not limited to all fixtures, improvements, installations, hardware, and personal property in good order, condition and repair. Lessee agrees that during the Lease Term it will exercise such care to be taken, as shall adequately protect, secure and maintain the Premises, except Lessee shall not be required to provide regular maintenance to Lessor's appurtenances or shafts.

13. Insurance. Metra shall provide insurance coverages and requirements as stated in Exhibit E, attached to and made a part of this agreement.

14. Remedies. All rights and remedies of the Parties herein enumerated shall be cumulative, and none shall exclude any other's right or remedy allowed by law.

(a) If Lessee defaults in the prompt and full performance of any provision of this agreement and such default continues and is not cured to the satisfaction of Lessor within a reasonable time after notice of default, at Lessor's sole option, this agreement and Lessee's lease of the Premises shall automatically cease and terminate without further action of or notice by Lessor.

(b) No waiver of any obligation or default of one (1) Party shall be implied from omission by the other Party to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

(c) Upon any termination of this lease, whether by lapse of time or otherwise, or

upon any termination of Lessee's right to possession without termination of this lease, Lessee shall surrender possession and vacate the Premises immediately and deliver possession thereof to Lessor in as good or better condition than that which existed prior to the commencement of the Leased Activities on or Lessee's use of the Premises. If Lessee does not remove Lessee's improvements and other personal property of all kinds from the Premises prior to the end of the lease term, Lessee shall be conclusively presumed to have conveyed the same to Lessor under this agreement as if by a bill of sale without further payment or credit by Lessor to Lessee. Lessor may remove any and all property from the Premises using such force as may be necessary without being deemed guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Lessor's rights to Rent or any other right given to Lessor hereinunder or by operation of law. No termination of Lessee's lease shall release the Lessee from any liability or obligation that accrued under the terms of this agreement prior to said termination.

15. Notices. All notices, demands, elections and other instruments required or permitted to be given or made by either Party upon the other under the terms of this agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail with proper postage prepaid, hand delivered or sent by facsimile transmission with proof of successful transmission sent within twenty-four (24) hours of said transmission by Lessor or Lessee at the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing.

Notices To Lessee Shall

Be Sent To:

Commuter Rail Division
547 West Jackson Boulevard
Chicago, Illinois 60661
Attention: Director, Real Estate and
Contract Management
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Notices To Lessor Shall

Be Sent To:

City of Chicago
Department of Law
Real Estate and Land-Use Division
Room 1610
30 North LaSalle Street
Chicago, Illinois 60602
Attention: Kathleen Ransford, Chief
Assistant Corporation
Counsel
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and

Commissioner
Department of Water
1000 East Ohio Street
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

and

Deputy Commissioner
Bureau of Water Engineering
1000 East Ohio Street
Chicago, Illinois 60611
Phone: (Omitted for printing purposes)
Fax: (Omitted for printing purposes)

Such notices, demands, elections and other instruments shall be considered delivered to recipient on the fourth (4th) business day after deposit in the United States Mail, on the day of delivery if hand delivered or on the first (1st) business day after successful transmission if sent by facsimile transmission.

16. Termination. In the event the Premises are required by Lessor to be used for its operations, and Lessee is unable to accommodate Lessor's additional use of the property, Lessor may terminate this Lease Agreement and the tenancy hereby created at any time for emergencies or by giving Lessee sixty (60) days prior written notice of Lessor's intention to so terminate for non-emergencies. No termination of this lease agreement shall release the Parties from any liability or obligation that accrued prior to said termination. Lessee may terminate this agreement by providing Lessor with sixty (60) days prior written notice of Lessee's intention to so terminate.

17. Rail Service. Lessor makes no warranties or representations, expressed or implied, as to continued or future rail service to the Premises.

18. Confidentiality. All of the reports, information, drawings, architectural drawings, schematics, plats or data, identifying Department of Water facilities, prepared or assembled by the Department of Water and provided to Metra under this agreement are confidential and Metra agrees that, except as specifically authorized herein or as may be required by law, said reports, information, or data will not be made available to any individual or organization, without the prior

written approval of the Department of Water. Metra further agrees to implement such measures as may be necessary to ensure that its staff and its contractors and subcontractors will be bound by the confidentiality provisions contained herein.

In Witness Whereof, The Parties hereto have executed this agreement on the day and year first above written.

Lessee:

Lessor:

The Commuter Rail Division of
the Regional Transportation
Authority

City of Chicago, Department of Water

By: _____
Philip A. Pagano,
Executive Directive

By: _____
Commissioner

Attest:

By: _____
Assistant Secretary

Approved As To Form And Legality

By: _____
Assistant Corporation Counsel

[Exhibits "A", "B", "C", "D" and "E" referred to in this
Lease Agreement unavailable at time of printing.]

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

**AUTHORIZATION FOR ISSUANCE OF PERMIT TO CULINARY
AND HOSPITALITY INSTITUTE OF CHICAGO FOR
OPERATION OF FARMERS' MARKET WITHIN
TWENTY-SEVENTH WARD.**

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on May 29, 2002), granting permission to the Culinary and Hospitality Institute of Chicago to operate an open air market in the 27th Ward, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 9, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 regulation of food sales in the interest of public health, safety and convenience is a matter pertaining to the government and affairs of the City of Chicago; and

WHEREAS, The Culinary and Hospitality Institute of Chicago ("C.H.I.C.") provides a unique learning environment in which young Chicagoans interested in the culinary arts not only learn the basic elements of cooking but, through curiosity, diligence and perseverance, can become qualified and creative chefs; and

WHEREAS, C.H.I.C. teaches that a good and responsible chef must seek out quality produce and supplies, and must protect their quality and integrity in order to enhance the quality of the final product; and

WHEREAS, This lesson has led C.H.I.C. to establish links with farmers, as well as with innovative producers of such food products as cheeses and pastas; and

WHEREAS, It is desirable to allow C.H.I.C. to build on these links for the benefit of C.H.I.C. students, the growers and the producers, while protecting the health of consumers; now, therefore,

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

SECTION 1. The Commissioner of Consumer Services ("Commissioner") is authorized to issue a permit to allow the C.H.I.C. Farmers' Market, a not-for-profit organization, to operate an open air market in the City's 27th Ward during the months from June through October, 2002, as a pilot program, under the following terms and conditions:

a. C.H.I.C. Farmers' Market shall have the sole responsibility for operating and managing the market, including obtaining and contracting with the vendors, advertising, setting up and dismantling the vendors' booths, obtaining and paying for all utilities, required crowd control, security, sanitation, safety measures and sufficient insurance, performing all clean up, removing and lawfully disposing of all waste at its sole expense and restoring the site to its original condition at the

conclusion of each day of operation.

b. C.H.I.C. Farmers' Market is required to submit to the Department of Consumer Services (the "Department") a detailed operational plan, which shall, at a minimum, identify the on-site manager, describe the layout, list all categories of food and other items to be sold, describe in detail the sanitation provisions for each type of food, assure that a certified food service manager and a security guard shall be on the premises at all times of operation, provide for an adequate number of waste receptacles, describe a contract for prompt waste removal, plan for parking needs, if any, and otherwise provide adequate measures to ensure the health, safety, sanitation and security of the operation.

c. The Department shall grant a permit only upon C.H.I.C. Farmers' Market's submission of a satisfactory plan and proof, including copies of contracts for necessary services, of its intentions and capacity to carry out the plan. The permit fee shall be One Thousand Five Hundred Dollars (\$1,500).

d. There may be up to thirty (30) vendors at the market. The market shall be focused primarily on the sale of organic food, with products to be consistent with the atmosphere of the neighborhood and the unique character of the market. Vendors shall be allowed to sell only those categories of items described in C.H.I.C. Farmers' Market's approved plan, which may include, but are not limited to, the following: fruits, vegetables, cheese, baked goods, flowers, and prepackaged foods and beverages. All vendors shall be required to receive certification for outdoor food handling. C.H.I.C. Farmers' Market shall provide required licensing, tax and identification information on each vendor to the Department.

e. The Commissioner is authorized to promulgate rules and regulations and the Department, as well as the Department of Streets and Sanitation, and any other necessary department authorized by the Mayor, is authorized to conduct inspections.

f. C.H.I.C. Farmers' Market shall indemnify and hold the City, the property owner and their officers, agents and employees, harmless from any and all claims arising out of the operation of the market. C.H.I.C. Farmers' Market shall provide and maintain Commercial General Liability Insurance. The City of Chicago and the property owner are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the permit operations. Prior to issuance of the permit, C.H.I.C. Farmers' Market shall submit a Certificate of Insurance evidencing the required coverage and also shall submit a copy of the applicable lease.

g. Any person violating any provision of this ordinance, or the rules and regulations issued hereunder, or the requirements in the approved plan referred to in subsections b and c of this ordinance, shall be subject to a fine not to exceed Three Hundred Dollars (\$300). Each day that a violation continues shall be

deemed a separate offense. The Commissioner may revoke any permit issued under this ordinance in the event of three (3) or more violations or where the public health and safety is endangered by the market's continued operation.

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 26.44 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTIONS OF
NORTH CALIFORNIA AVENUE AND
NORTH MILWAUKEE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Billy Ocasio (which was referred on June 19, 2002), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (26.44), begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 9, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 4-60-022 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-022 (26.44).

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 022 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 27.27 WHICH RESTRICTED
ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTIONS OF
NORTH WELLS STREET, WEST
INSTITUTE PLACE AND WEST
CHESTNUT STREET.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Walter Burnett, Jr. (which was referred on June 19, 2002), to amend Section 4-60-022 of the Municipal Code of Chicago by deleting subsection 4-60-022 (27.27), begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 9, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 4-60-022 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-022 (27.27).

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

AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023 OF
MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 33.17 WHICH RESTRICTED
ISSUANCE OF PACKAGE GOODS
LICENSES ON PORTION OF
WEST MONTROSE AVENUE.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Richard Mell (which was referred on June 19, 2002), to amend Section 4-60-023 of the Municipal Code of Chicago by deleting subsection 4-60-023 (33.17), begs leave to recommend that Your Honorable Body Pass the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 9, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 4-60-023 of the Municipal Code of the City of Chicago is hereby amended by deleting subsection 4-60-023 (33.17).

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

AMENDMENT OF TITLE 10, CHAPTER 8 OF MUNICIPAL CODE OF
CHICAGO BY FURTHER REGULATION OF DISTRIBUTION
OF ADVERTISING MATERIAL ON PRIVATE
PROPERTY WITHIN FORTY-THIRD AND
FORTY-FOURTH WARDS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Aldermen Bernard Hansen and Vi Daley (which was referred on June 19, 2002), to amend Chapter 10-8 of the Municipal Code of Chicago by banning the distribution of advertising matter of any kind on residential

property within the 43rd and 44th Wards in a manner that interferes with any security mechanism or may cause a safety hazard, begs leave to recommend that Your Honorable Body Pass the ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on July 9, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 10-8 of the Municipal Code of Chicago is hereby amended by deleting the language in brackets and adding the language in italics, as follows:

10-8-271 Distribution Of Advertising On Private Property.

It shall be unlawful for any person to distribute advertising matter of any kind on the premises of any residential dwelling within the 43rd and 44th Wards in such a manner that it does or reasonably could interfere with any security mechanism or cause any safety hazard. Unlawful methods of distribution include, but are not limited to, hanging advertising matter on the doorknob of any entrance door [and] *or fence*, placing or wedging advertising matter into or underneath any entrance

door, or leaving advertising material on the floor of entranceways. Such distribution shall not be unlawful if it is hand-to-hand or if the property owners have posted express written consent. Nothing in this section shall apply to written information distributed by governmental agencies or public utilities. Any person violating any of the provisions of this section shall be fined not less than [\$25.00] \$200.00 or more than [\$200.00] \$1,000.00 for each offense.

SECTION 2. This ordinance shall take effect immediately upon passage and publication.

AUTHORIZATION FOR WAIVER OF ALL PERMIT AND/OR LICENSE
FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration two orders introduced by Aldermen Patrick Levar and Mary Ann Smith (which were referred on June 19, 2002 and direct to Committee), directed to the Department of Revenue and the Department of Transportation to waive various fees for special events, begs leave to recommend that your Honorable Body Pass the orders which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on May 28, 2002.

Respectfully submitted,

(Signed) GENE SCHULTER,
Chairman.

On motion of Alderman Schuler, the said proposed orders transmitted with the foregoing Committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

*City Of Chicago 16th District Police
Station National Night Out.*

Ordered, That the Department of Revenue waive all fees for the City of Chicago 16th District Police Station National Night Out to be held on August 6, 2002.

Saint Andrew Greek Orthodox Church Festival.

Ordered, That the Department of Revenue, the Department of Transportation, the Department of Buildings and the Department of Fire are directed to waive all necessary permit fees for the Saint Andrew Greek Orthodox Church Festival. The festival will be held on church grounds located at 5649 North Sheridan Road during the hours of 4:00 P.M. to 10:00 P.M. on Saturday, July 13th and from 12:00 Noon to 11:00 P.M. on Sunday, July 14th.

AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT AND/OR
LICENSE FEES IN CONJUNCTION WITH VARIOUS EVENTS.

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration two orders introduced by Alderman Gene Schulter (which were referred on June 19, 2002 and direct to the Committee), directed to the Department of Revenue and the Department of Transportation to waive various fees for special events, begs leave to recommend that Your Honorable Body Pass the orders which are transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee on May 28, 2002.

Respectfully submitted,

(Signed) GENE 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Electrical Permit Fees.

*Old Town School Of Folk Music Chicago
Folk & Roots Festival.*

Ordered, That the Commissioner of the Department of Streets and Sanitation of the City of Chicago is hereby authorized and directed to waive the Electrical Permit fees for all the participants in the Old Town School of Folk Music Chicago Folk & Roots Festival to be held July 12, 13 and 14, 2002 on the 4400 and 4500 block of North Lincoln Avenue and on West Sunnyside Avenue from the first alley east of North Lincoln Avenue to North Oakley Avenue. This event is sponsored by Old Town School of Folk Music, 4544 North Lincoln Avenue.

This order shall take effect upon its passage and approval.

Tent Permit License Fees.

German American Societies Of Greater Chicago.

Ordered, That the Director of the Department of Revenue and the Commissioners of the Department of Transportation and the Department of Buildings of the City of Chicago are hereby authorized and directed to waive the Tent Permit License fees for all the participants in the German American Societies of Greater Chicago German American Festival to be held September 6, 7 and 8, 2002 on West Leland Avenue from North Lincoln Avenue to North Western Avenue, on North Lincoln Avenue from West Leland Avenue to West Wilson Avenue and in the two adjacent city parking lots. This event is sponsored by the German American Societies of Greater Chicago.

This order shall take effect upon its passage and approval.

COMMITTEE ON POLICE AND FIRE.**REAPPOINTMENT OF MR. ANTHONY S. CHIESA AS MEMBER OF
CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.**

The Committee on Police and Fire submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Police and Fire Committee held a meeting on Monday, July 1, 2002 at 10:00 A.M. in Room 201-A, having had under consideration the reappointment by Mayor Richard M. Daley of Anthony S. Chiesa as a member of the Chicago Emergency Telephone System Board, begs leave to report that Your Honorable Body *Approve* this reappointment transmitted herein.

This recommendation was concurred in by a vote of the Committee members present. There were no dissenting votes.

Respectfully submitted,

(Signed) ISAAC S. CAROTHERS,
Chairman.

On motion of Alderman Carothers, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mr. Anthony S. Chiesa as a member of Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

**AUTHORIZATION FOR PROVISION OF RESOURCES TO VARIOUS
NOT-FOR-PROFIT ORGANIZATIONS FOR PROMOTION AND
SUPPORT OF CULTURAL AFFAIRS IN CHICAGO.**

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration an ordinance granting permission to the Department of Cultural Affairs to provide assistance to five specified not-for-profit agencies (by Mayoral introduction, referred June 19, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed ordinance which was transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed on November 4, 1998, and published at pages 81200 -- 81202 of the *Journal of the Proceedings of the City Council* of that date, the City Council of the City of Chicago found that it is necessary, essential and appropriate that the Department of Cultural Affairs provide assistance to five (5) specified not-for-profit agencies, affiliated with the Department, in order to further the Department's abilities and efforts to fulfill its mission of supporting and promoting cultural affairs within the City; and

WHEREAS, Since the passage of that ordinance, three (3) other not-for-profit organizations have become affiliated with the Department of Cultural Affairs; and

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; now, therefore,

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

SECTION 1. The City Council finds that it is necessary, essential and appropriate to provide city resources, in the form of office space and the use of office equipment, to The Public Art Endowment; Maxims: The Nancy Goldberg International Center, L.L.C.; and The Grant Park Orchestral Association, which are not-for-profit organizations affiliated with the Department of Cultural Affairs, in order to assist the Department in fulfilling its mission to support and promote cultural affairs in Chicago.

SECTION 2. The Commissioner of Cultural Affairs is authorized to provide the resources described in Section 1 of this ordinance to the affiliated organizations named in Section 1. The Commissioner is further authorized, subject to approval of the Corporation Counsel, to execute and deliver any agreement between the City of Chicago and any of the named affiliated organizations that may be necessary to

effectuate the purposes of this ordinance.

SECTION 3. The findings contained and the authority conferred in this ordinance are in addition to the findings and authority found in the ordinance passed by the City Council on November 4, 1998, and published at pages 81200 -- 81202 of the *Journal of the Proceedings of the City Council* of that date.

SECTION 4. To the extent that any ordinance, resolution, rule or order of the City Council, or any portion thereof, is in conflict with any provision of this ordinance, the provisions of this ordinance control. If any section, paragraph, provision or application of this ordinance shall be held invalid by any court, that invalidity shall not affect the remaining provisions or other applications of this ordinance.

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

AUTHORIZATION FOR WAIVER OF SPECIFIED PERMIT
AND/OR LICENSE FEES IN CONJUNCTION
WITH VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration twelve orders for fee waivers (referred June 19, 2002), begs leave to recommend that Your Honorable Body do *Pass* the proposed fee waivers which are transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Canopy Permit Fees.

Uptown Summer Fest.

Ordered, That the Commissioner of the Department of Transportation is hereby authorized and directed to waive the Canopy Permit fees to the Uptown Summer Fest being held at Truman College (1145 West Wilson Avenue) on August 3, 2002 and being co-sponsored by Truman College, Pegasus Players, Kuumba Lynx, Alderman Helen Shiller, and a consortium of community arts, theater and recreation organizations.

Construction Permit Fees.

Uptown Summer Fest.

Ordered, That the Commissioner of the Department of Buildings is hereby authorized and directed to waive the Construction Permit fees for stages and booths to the Uptown Summer Fest being held at Truman College (1145 West Wilson Avenue) on August 3, 2002, and being co-sponsored by Truman College, Pegasus Players, Kuumba Lynx, Alderman Helen Shiller, and a consortium of community arts, theater and recreation organizations.

Food Vendor And Itinerant Merchant License Fees.

Celebrate The Spirit Of South Shore.

Ordered, That the Director of the Department of Revenue of the City of Chicago is hereby authorized and directed to waive the Itinerant Merchant and Food Vendor License fees for participants in "Celebrate the Spirit of South Shore", to be held August 25, 2002, from 12:00 Noon to 7:00 P.M. at Buffey Parking Lot, 1801 East 71st Place and South Shore Cultural Center, 7059 South South Shore Drive.

Gallery 37 On Block 37.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees and Food Vendor License fees in connection with Gallery 37 on Block 37, hosted by the Department of Cultural Affairs and the Mayor's Office of Special Events, July 1 through August 23, 2002.

Junk Yard Dog Charitable Annual Fund-Raiser.

Ordered, That the Director of the Department of Revenue waive the Food Vendor and Itinerant Merchant License fees for the participants in and applicant for the Junk Yard Dog Charitable Annual Fund-raiser, to be held on July 12, 2002 at 2670 South Rockwell Street (Plaza Mexico/Plaza Garibaldi).

Saint Alphonsus' Oktoberfest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees and Food Vendor License fees for Saint Alphonsus' Oktoberfest, to be held at 1429 West Wellington Avenue, Friday, September 27, 2002, during the hours of 6:00 P.M. to 11:00 P.M. and Saturday, September 28, 2002, during the hours of 1:00 P.M. to 11:00 P.M.

Seventh Annual Korean Street Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Food Vendor and Itinerant Merchant License fees for the Seventh Annual Korean Street Festival, sponsored by the Chicago Korean American Chamber of Commerce, the Korean American Society and the City of Chicago, to be held on Saturday, August 10, 2002, from the hours of 11:00 A.M. to 10:00 P.M. and Sunday, August 11, 2002, from the hours of 11:00 A.M. to 8:00 P.M. on the 3200 -- 3400 blocks of West Bryn Mawr Avenue.

*Food Vendor, Itinerant Merchant And
Special Event License Fees.*

Uptown Summer Fest.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Special Event License fees, Itinerant Merchant License fees, and Food Vendor License fees for the Uptown Summer Fest being held at Truman College (1145 West Wilson Avenue) on August 3, 2002, and being co-sponsored by Truman College, Pegasus Players, Kuumba Lynx, Alderman Helen Shiller, and a consortium of community arts, theater and recreation organizations.

*Food Vendor, Itinerant Merchant License, Tent
And Street Closure Permit Fees.*

Latino Art Beat Competition And Heritage Festival.

Ordered, That the Director of the Department of Revenue and the Commissioner of Transportation waive the Food Vendor and Itinerant Merchant License fees, Tent Permit fee and Street Closing fee for the participants in and applicant for the Latino Art Beat Competition and Heritage Festival, sponsored by Latino Art Beat, to be conducted at Douglas Park (Ogden Avenue and Sacramento Drive) on July 13 and 14, 2002.

Raffle License Fee.

Saint Alphonsus Church Annual Oktoberfest.

Ordered, That the Director of the City Department of Revenue waive the Special

Event Raffle License Fee in the amount of One Hundred and no/100 Dollars (\$100.00) for Saint Alphonsus Church for their annual Oktoberfest raffle to be conducted on the property located at 1429 West Wellington Avenue, for the period beginning August 15, 2002 and ending on August 16, 2003.

Street Closure Permit Fee.

Hoyne Avenue Wesleyan Church Annual Summer Bible Class.

Ordered, That the Director of the City of Chicago Department of Transportation is hereby authorized and directed to waive the Street Closure fee for the Hoyne Avenue Wesleyan Church, located at 900 North Hoyne Avenue, between West Iowa Street and West Walton Street, for their Annual Summer Bible Class. This will be in effect from August 12, 2002 to August 18, 2002 (Monday, August 12, 2002, 5:50 P.M. to 6:30 P.M.; Tuesday, August 13, 2002, 5:50 P.M. to 6:30 P.M.; Wednesday, August 14, 2002, 5:50 P.M. to 6:30 P.M.; Thursday, August 15, 2002, 5:50 P.M. to 6:30 P.M.; Friday, August 16, 2002, 5:50 P.M. to 6:30 P.M.; Saturday, August 17, 2002, 5:50 P.M. TO 6:30 P.M.; and Sunday, August 18, 2002, 5:50 P.M. to 6:30 P.M.)

*Street Closure Permit, Itinerant Merchant, Food Vendor
And Canopy Erection License Fees.*

Weed Street Festival.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the following fees for Weed Street Festival, to be held on the 900 block of West Weed Street, between North Kingsbury Street and North Sheffield Avenue to North Fremont Street on Saturday, June 29, 2002, 2:00 P.M. to 11:00 P.M. and Sunday, June 30, 2002, 2:00 P.M. to 10:00 P.M. -- for Street Closing Permit fee, Itinerant Merchant License fees, Food Vendor License fees and Canopy Erection License fee.

AUTHORIZATION FOR WAIVER OF FEES FOR GALLERY 37
AT BLOCK 37 SUMMER PROGRAM.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration the waiver of all Food Vendor License fees, Itinerant Merchant License fees, Tent License fees and Street Closure fees in conjunction with the Gallery 37 at Block 37 for their summer program to take place beginning July 1st through August 23rd, 2002, hosted by the Department of Cultural Affairs, 78 East Washington Street, Chicago, Illinois 60602 in the 42nd Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed fee waivers which were transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Director of the Department of Buildings is hereby advised and directed to waive the fees for Gallery 37 at Block 37 for their summer program to take place beginning July 1st through August 23rd, 2002, hosted by the Department of Cultural Affairs, at 78 East Washington Street.

AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS
AND LICENSES, FREE OF CHARGE, FOR PARTICIPANTS
IN HOLY TRINITY GREEK ORTHODOX FEST.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration the waiver of all Food Vendor License fees, Itinerant Merchant License fees, Street Closure Permit fees and all other fees in conjunction with this fest for the participants in the Holy Trinity Greek Orthodox Fest to be held on July 27 and 28, 2002 in the 36th Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed fee waivers which were transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to issue, free of charge, the Food Vendors and Itinerant Merchants License fees for the participants in the Holy Trinity Greek Orthodox Fest to be held on July 27 and 28, 2002 as well as the Street Closure Permit fees and all other fees in conjunction with this fest.

AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS
AND LICENSES, FREE OF CHARGE, TO WINDY CITY
AMUSEMENTS IN CONJUNCTION WITH SAINT
HYACINTH CHURCH CARNIVAL/FESTIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration the waiver of all Food Vendor License fees, Street Closure Permit fees, Itinerant Merchant License fees, Canopy Erection License fees and all other fees in

conjunction with the Saint Hyacinth Church, 3636 West Wolfram Avenue for the "Saint Hyacinth Church Carnival/Festival" to be held August 15th through August 18th, 2002, from 8:00 A.M. to 12:00 P.M. on the premises known as 3636 -- 3700 West Wolfram Avenue and 2800 -- 2860 North Lawndale Avenue in the 35th Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed fee waivers which were transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, to Windy City Amusement and all vendors, notwithstanding other ordinances of the City of Chicago to the contrary, to Saint Hyacinth Church, 3636 West Wolfram Avenue (all festival participants and applicants) for the

Saint Hyacinth Church Carnival/Festival to be held August 15th through August 18th, 2002, from 8:00 A.M. to 12:00 Midnight, on the premises known as 3636 -- 3700 West Wolfram Avenue and 2800 -- 2860 North Lawndale Avenue.

Said special event shall be used exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY PERMITS
AND LICENSES, FREE OF CHARGE, TO PARTICIPANTS
IN SANTA LUCIA CARNIVAL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration the waiver of all Food Vendor License fees, Itinerant Merchant License fees, Tent Permit fees and Street Closing fees for the participants in and applicants for the Santa Lucia Carnival, to be held on August 1, 2, 3 and 4, 2002 and to be conducted at the Santa Lucia Church on 3000 South Wells Street in the 25th Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed fee waivers which were transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 48.

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 Buildings, the Commissioner of Streets and Sanitation, the Commissioner of Transportation and the Director of Revenue are hereby directed to issue all necessary special event permits and licenses, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Santa Lucia Church (all festival participants and applicants) for Santa Lucia Carnival, to be held August 1, 2, 3 and 4, 2002, on the premises known as 3000 South Wells Street.

Said special event shall be held exclusively for not-for-profit and related purposes and shall not be otherwise used with a view to profit.

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

PERMISSION GRANTED TO RABBI MIER CHAL BENHIYOURN
FOR CONDUCT OF FESTIVAL FOR LUBAVITCH.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an ordinance granting permission to Rabbi Mier Chal Benhiyourn/Festival for Lubavitch, 401 North LaSalle Street, to host a festival on Sunday, June 9, 2002, on West Chestnut Street (south side) from North Clark Street to the alley, during the hours of 4:00 P.M. to 8:00 P.M. -- all food and beverage will be served inside in the 42nd Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do Pass the proposed order which was transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give permission to Rabbi Mier Chal Benhiyourn/Festival for Lubavitch, 401 North LaSalle Street, to host a festival Sunday, June 9, 2002, on West Chestnut Street (south side) from North Clark Street to the alley, during the hours of 4:00 P.M. to 8:00 P.M. -- all food and beverage will be served inside.

PERMISSION GRANTED TO MR. CARL MC KENZIE/ARTS & CRAFT
ARTWORKS ON CANAL FOR CONDUCT OF ART FAIR.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an order granting permission to Carl McKenzie/Arts & Craft Artworks On Canal, P.O. Box 10440, to conduct an art fair on South Canal Street, from West Madison Street to West Adams Street, during the following hours: 8:00 A.M. to 6:00 P.M. on Wednesday, September 4; Thursday, September 5 and Friday, September 6, 2002 in the 42nd Ward (referred June 19, 2002). The Committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give permission to Carl McKenzie/Arts & Craft Artworks On Canal, P.O. Box 10440, to conduct an art fair on South Canal Street, from West Madison Street to West Adams Street, during the following hours: 8:00 A.M. to 6:00 P.M. on Wednesday, September 4, Thursday, September 5 and Friday, September 6, 2002.

PERMISSION GRANTED TO VARIOUS APPLICANTS FOR CONDUCT
OF SIDEWALK SALES AT SPECIFIED LOCATIONS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration two orders for the conduct of sidewalk sales (referred June 19, 2002)

begs leave to recommend that Your Honorable Body do *Pass* the proposed orders which were transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

On motion of Alderman Haithcock, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

Alphabetique/Ms. Karyn Chapas.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give permission to Alphabetique/Karyn Chapas, 701 West Armitage Avenue, to hold a sidewalk sale in front of 701 West Armitage Avenue, to be held on Saturday, July 20, 2002, from the hours of 10:00 A.M. to 6:00 P.M.

Chicago Avenue Business Association.
(North Ashland Avenue)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chicago Avenue Business Association, 1637 West Chicago Avenue, for the conduct of a sidewalk sale for the period of Thursday, August 15, 2002 to Sunday, August 18, 2002, during the hours of 9:00 A.M. to 7:00 P.M. to be held on North Ashland Avenue, from 800 to 1000.

Chicago Avenue Business Association.
(West Chicago Avenue)

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chicago Avenue Business Association, 1637 West Chicago Avenue, for the conduct of a sidewalk sale for the period of Thursday, July 18, 2002 to Sunday, July 21, 2002 during the hours of 9:00 A.M. to 7:00 P.M. to be held on West Chicago Avenue, from 1300 to 2000.

PERMISSION GRANTED TO MRS. ROSIE MC GEE/EBERNEZER
BAPTIST CHURCH TO CLOSE TO TRAFFIC PORTION OF
EAST 45TH STREET FOR VACATION BIBLE SCHOOL.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an order granting permission to Rosie McGee, Ebernezer Baptist Church, 4501 South Vincennes Avenue, to close to traffic East 45th Street from Number 500 to

Number 532, for the purpose of Vacation Bible School, beginning Monday, June 24, 2002 through July 5, 2002 during the hours of 9:00 A.M. to 12:00 Noon to be held in the 3rd Ward (referred June 19, 2002). The committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to grant permission to Rosie McGee, Ebernezer Baptist Church, 4501 South Vincennes Avenue, to close to traffic East 45th Street from Number 500 to Number 532, for the purpose of Vacation Bible School, beginning Monday, June 24, 2002 through July 5, 2002 during the hours of 9:00 A.M. to 12:00 Noon.

PERMISSION GRANTED TO HOLY TRINITY GREEK ORTHODOX
CHURCH TO CLOSE TO TRAFFIC PORTIONS OF NORTH
MEADE AVENUE AND NORTH MC VICKER AVENUE
IN CONJUNCTION WITH HOLY TRINITY
GREEK ORTHODOX FEST.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs had under consideration an order granting permission to the Holy Trinity Greek Orthodox Fest, to close to traffic North Meade Avenue and North McVicker Avenue from the alley south of West Diversey Avenue to Diversey Avenue, for the periods of Saturday, July 27, 2002 -- 5:00 P.M. to 12:00 Midnight and Sunday, July 28, 2002 -- 12:00 Noon to 12:00 Midnight to be held in the 36th Ward (referred June 19, 2002). The committee begs leave to recommend that Your Honorable Body do *Pass* the proposed order which was transmitted herewith on July 8, 2002 at the Committee on Special Events and Cultural Affairs meeting.

This recommendation was concurred in by all members of the Committee present, with no dissenting vote.

Respectfully submitted,

(Signed) MADELINE L. HAITHCOCK,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to grant permission to the Holy Trinity Greek Orthodox Fest, to close to traffic North Meade Avenue and North McVicker Avenue, from the alley south of West Diversey Avenue to West Diversey Avenue, for the period of Saturday, July 27, 2002 -- 5:00 P.M. to 12:00 Midnight and Sunday, July 28, 2002 -- 12:00 Noon to 12:00 Midnight.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

**ESTABLISHMENT AND AMENDMENT OF LOADING ZONES
ON PORTIONS OF SPECIFIED STREETS.**

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 5, 2001, January 16, February 6, 27, March 27, May 1 and 29, 2002) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do Pass the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Establishment Of Loading Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours indicated:

Ward	Location
1	West Chicago Avenue (south side) from a point 71 feet east of North Damen Avenue, to a point 22 feet east thereof -- no parking/loading zone -- 12:00 P.M. to 8:00 P.M. -- tow-away zone (02-00170736);
26	North Western Avenue (east side) from a point 20 feet south of West Moffat Street, to a point 40 feet south thereof -- no parking/loading zone -- 7:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (02-00073472);
26	North Milwaukee Avenue (east side) from a point 135 feet east of North Western Avenue, to a point 40 feet east thereof -- no parking/loading zone -- 10:00 A.M. to 8:00 P.M. -- Monday through Saturday -- tow-away zone (02-00393735);
30	North Avondale Avenue (west side) from a point 90 feet south of West Cornelia Avenue, to a point 40 feet south thereof -- no parking/loading zone -- 6:00 A.M. to 9:00 A.M. and 2:30 P.M. to 4:30 P.M. -- tow-away zone (02-00561578);
30	North Laramie Avenue (west side) from a point 105 feet south of West Altgeld Street, to a point 25 feet south thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 9:00 A.M. to 9:00 P.M. (02-00561751);

Ward

Location

30

North Cicero Avenue (east side) from a point 55 feet north of West Cornelia Avenue, to a point 213 feet north thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday (02-00369496);

32

2356 North Elston Avenue -- for three car lengths -- 10:00 A.M. to 7:00 P.M. -- Monday through Friday;

39

North Kedzie Avenue (west side) from a point 120 feet south of West Lawrence Avenue, to a point 40 feet south thereof -- no parking/loading zone -- 9:00 A.M. to 9:00 P.M. -- Monday through Saturday (02-00898639);

40

North Lincoln Avenue (east side) from a point 260 feet north of West Balmoral Avenue, to a point 40 feet north thereof -- no parking/loading zone -- 8:00 P.M. to 3:00 A.M. -- Friday through Sunday;

42

West Germania Place (north side) from a point 20 feet west of North Clark Street, to a point 112 feet west thereof -- no parking/loading zone -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone at other times (02-00797144);

46

West Irving Park Road (south side) from a point 80 feet west of North Fremont Street, to a point 40 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 5:30 A.M. to 7:00 A.M. and 9:00 A.M. to 8:30 P.M. -- tow-away zone (02-00408570);

Ward	Location
47	West Irving Park Road (north side) from a point 132 feet east of North Wolcott Avenue, to a point 20 feet east thereof -- no parking/loading zone -- 7:00 A.M. to 5:00 P.M. -- Monday through Saturday -- tow-away zone (02-00791745);
47	North Lincoln Avenue (west side) from a point 30 feet south of West Wilson Avenue, to a point 140 feet south thereof -- no parking/loading zone -- 5:00 P.M. to 2:00 A.M. -- Thursday through Sunday;
47	North Lincoln Avenue (east side) from a point 300 feet south of East Lawrence Avenue, to a point 335 feet south thereof -- no parking/loading zone -- 5:00 P.M. to 2:00 A.M. -- Thursday through Sunday.

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

Amendment Of Loading Zones.

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

SECTION 1. Repeal ordinance passed May 1, 2002 (*Journal of the Proceedings of the City Council*, page 84292) which reads:

"South Archer Avenue (south side) from a point 50 feet east of West Cermak Road, to a point 350 feet east thereof"

by striking the above (25th Ward) (02-00756073).

SECTION 2. Repeal ordinance passed May 1, 2002 (*Journal of the Proceedings of the City Council*, page 84292) which reads:

"South China Place (east side) from a point 20 feet east of South Princeton Avenue, to a point 880 feet east thereof"

by striking the above (25th Ward) (02-00755998).

SECTION 3. Amend ordinance passed September 27, 2000 (*Journal of the Proceedings of the City Council*, page 41879) which reads:

"West Superior Street (south side) from a point 110 feet east of North Hudson Avenue, to a point 71 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- 10:00 A.M. to 11:00 P.M. -- Sunday through Saturday"

by striking:

"15 minute loading zone -- unattended vehicles must have lights flashing"

and inserting in lieu thereof:

"loading zone" (42nd Ward) (02-00900789).

SECTION 4. Amend ordinance passed May 17, 2000 (*Journal of the Proceedings of the City Council*, page 32926) which reads:

"East Delaware Place (south side) from a point 60 feet east of North Rush Street, to a point 90 feet east thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes"

by striking:

"15 minute loading zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes"

and inserting in lieu thereof:

"tow-away zone at all times" (42nd Ward) (02-00797306).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF VEHICULAR TRAFFIC
MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 27 and March 27, 2002) proposed ordinances to establish and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

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):

Establishment Of Vehicular Traffic Movement.

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

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of the City of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location And Direction
9	East 116 th Street, from South Front Avenue to South Michigan Avenue -- westerly (02-00538971);
18	First east/west alley south of West 79 th Street, from South Maplewood Avenue to South Talman Avenue -- westerly (02-00393308);
32	West Medill Avenue, from North Western Avenue to North Oakley Avenue -- westerly.

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

Amendment Of Vehicular Traffic Movement.

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

SECTION 1. Amend single direction on South Aberdeen Street, between West 89th Street and West 90th Street (02-00539365) (21st Ward).

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

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 1, 2000, February 6, March 27, May 1, 29 and June 19, 2002) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do Pass the proposed ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Establishment Of Parking Prohibition At All Times.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
34	South Vincennes Avenue (both sides) from West 107 th Street to West 119 th Street -- no parking of trucks -- at all times (02-00381538);
34	West 117 th Street (both sides) from South Carpenter Street to South Racine Avenue -- no parking of trucks -- at all times (02-00376163);
34	West 118 th Street (both sides) from South Racine Avenue to South Loomis Street -- no parking of trucks -- at all times (02-00376349).

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

Amendment Of Parking Prohibition At All Times.

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

SECTION 1. Repeal the ordinance passed March 21, 1977, printed on page 5077 of the *Journal of the Proceedings of the City Council* of said date which reads:

"North Clarendon Avenue (west side) from West Eastwood Avenue to West Leland Avenue -- parking prohibited at all times"

by striking the above (46th Ward) (02-00569986) .

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

*Establishment Of Parking Prohibition At All Times.
(Except For Disabled)*

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways, as indicated:

Ward	Location
3	At 3844 South Prairie Avenue -- Disabled Parking Permit 31669;
6	At 8254 South Champlain Avenue -- Disabled Parking Permit 31767;
6	At 8042 South Vernon Avenue -- Disabled Parking Permit 31762;
6	At 7407 South Vernon Avenue -- Disabled Parking Permit 31768;
7	At 2728 East 75 th Place -- Disabled Parking Permit 32434;
9	At 10025 South Calumet Avenue -- Disabled Parking Permit 32595;
9	At 10736 South Prairie Avenue -- Disabled Parking Permit 31387;

Ward	Location
10	At 11339 South Avenue M -- Disabled Parking Permit 32468;
11	At 3121 South Union Avenue -- Disabled Parking Permit 32609;
11	At 526 West 42 nd Street -- Disabled Parking Permit 33437;
13	At 6651 South Keating Avenue -- Disabled Parking Permit 32723;
14	At 5525 South Francisco Avenue -- Disabled Parking Permit 32546;
14	At 5615 South Richmond Avenue -- Disabled Parking Permit 32549;
14	At 4631 South Keeler Avenue -- Disabled Parking Permit 32555;
15	At 6745 South Campbell Avenue -- Disabled Parking Permit 30843;
15	At 5920 South Artesian Avenue -- Disabled Parking Permit 30811;
15	At 6010 South Campbell Avenue -- Disabled Parking Permit 28572;
15	At 6940 South Rockwell Street -- Disabled Parking Permit 32977;
15	At 2038 West 69 th Street -- Disabled Parking Permit;
16	At 5348 South Marshfield Avenue -- Disabled Parking Permit 27004;
17	At 7021 South Throop Street -- Disabled Parking Permit 30447;

Ward	Location
18	At 8340 South Throop Street -- Disabled Parking Permit 33488;
18	At 8641 South Paulina Street -- Disabled Parking Permit 32522;
18	At 8115 South Honore Street -- Disabled Parking Permit 33489;
18	At 7118 South Seeley Avenue -- Disabled Parking Permit 32513;
18	At 8540 South Morgan Street -- Disabled Parking Permit 33300;
20	At 6522 South Greenwood Avenue -- Disabled Parking Permit 26950;
20	At 6730 South Champlain Avenue -- Disabled Parking Permit 30928;
20	At 6336 South Rhodes Avenue -- Disabled Parking Permit 30927;
20	At 6211 South Champlain Avenue -- Disabled Parking Permit 30936;
21	At 9037 South Princeton Avenue -- Disabled Parking Permit 31978;
21	At 9045 South Racine Avenue -- Disabled Parking Permit 31989;
21	At 9044 South Princeton Avenue -- Disabled Parking Permit 31977;
21	At 8641 South Paulina Street -- Disabled Parking Permit 32522;
21	At 8218 South Sangamon Street -- Disabled Parking Permit 32870;

Ward	Location
21	At 9333 South Princeton Avenue -- Disabled Parking Permit 33283;
22	At 2225 South Ridgeway Avenue -- Disabled Parking Permit 31523;
22	At 4017 West 21 st Place -- Disabled Parking Permit 31525;
22	At 4135 West 25 th Place -- Disabled Parking Permit 32739;
22	At 2639 South Trumbull Avenue -- Disabled Parking Permit 31526;
22	At 2711 South St. Louis Avenue -- Disabled Parking Permit 31538;
23	At 5224 South Moody Avenue -- Disabled Parking Permit 33051;
23	At 4936 South Leclaire Avenue -- Disabled Parking Permit 32405;
23	At 6154 West 63 rd Place -- Disabled Parking Permit 31291;
23	At 4819 South Laporte Avenue -- Disabled Parking Permit 31030;
24	At 1515 South Kolin Avenue -- Disabled Parking Permit 33200;
25	At 1631 South Throop Street -- Disabled Parking Permit 33392;
26	At 2606 West Potomac Avenue -- Disabled Parking Permit 27796;
26	At 1732 North Lawndale Avenue -- Disabled Parking Permit 32647;

Ward	Location
26	At 2818 North Maplewood Avenue -- Disabled Parking Permit 27219;
26	At 2642 North Mozart Street -- Disabled Parking Permit 27254;
28	At 4506 West Wilcox Street -- Disabled Parking Permit 32836;
29	At 5819 West Race Avenue -- Disabled Parking Permit 33317;
29	At 2251 North Menard Avenue -- Disabled Parking Permit 32677;
29	At 2536 North Major Avenue -- Disabled Parking Permit 32988;
29	At 5542 West Gladys Avenue -- Disabled Parking Permit 33320;
30	At 5249 West Deming Place -- Disabled Parking Permit 27275;
30	At 3012 North Marmora Avenue -- Disabled Parking Permit 32058;
31	At 4827 West Altgeld Street -- Disabled Parking Permit 21817;
34	At 10344 South Sangamon Street -- Disabled Parking Permit 32477;
34	At 663 West 116 th Place -- Disabled Parking Permit 29405;
34	At 257 West 104 th Street -- Disabled Parking Permit 26159;
34	At 10352 South Peoria Street -- Disabled Parking Permit 31129;

Ward	Location
34	At 11015 South Normal Avenue -- Disabled Parking Permit 32017;
34	At 12219 South Wallace Street -- Disabled Parking Permit 30974;
34	At 11537 South Throop Street -- Disabled Parking Permit 31720;
35	At 2214 North St. Louis Avenue -- Disabled Parking Permit 29831;
35	At 2148 North Mozart Street -- Disabled Parking Permit 29837;
35	At 1937 North Central Park Avenue -- Disabled Parking Permit 29824;
35	At 3748 West McLean Avenue -- Disabled Parking Permit 26418;
35	At 2910 West McLean Avenue -- Disabled Parking Permit 29776;
36	At 3725 North Odell Avenue -- Disabled Parking Permit 32173;
36	At 2724 North Newcastle Avenue -- Disabled Parking Permit 29006;
36	At 3552 North Natoma Avenue -- Disabled Parking Permit 32054;
37	At 550 North Laverne Avenue -- Disabled Parking Permit 28204;
38	At 5119 West Newport Avenue -- Disabled Parking Permit 29630;
38	At 5951 West Warwick Avenue -- Disabled Parking Permit 31111;

Ward	Location
38	At 3908 North Nora Avenue -- Disabled Parking Permit 30350;
38	At 4910 West School Street -- Disabled Parking Permit 31114;
40	At 5357 North Ravenswood Avenue (place signs on West Balmoral Avenue) Disabled Parking Permit 31190;
40	At 2455 West Bryn Mawr Avenue -- Disabled Parking Permit 31224;
40	At 1908 West Hood Avenue -- Disabled Parking Permit 31221;
40	At 1633 West Arthur Avenue (place signs at 1703 West Arthur Avenue) Disabled Parking Permit 31946;
41	North Avondale Avenue (south side) from a point 180 feet west of North Ogallah Avenue, to a point 35 feet west thereof -- reserved parking for disabled (02-00568280);
45	At 5305 West Pensacola Avenue -- Disabled Parking Permit 33137;
45	At 4856 North Marmora Avenue -- Disabled Parking Permit 33147;
48	At 5021 North Glenwood Avenue -- Disabled Parking Permit 28589;
50	At 2637 West Greenleaf Avenue -- Disabled Parking Permit 29130.

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

*Removal Of Parking Prohibition At All Times.
(Except For Disabled).*

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

SECTION 1. Removal of Disabled Parking Permit 18328 signs located at 1423 West Walton Street (1st Ward).

SECTION 2. Removal of Disabled Parking Permit 14975 signs located at 5213 South Morgan Street (3rd Ward).

SECTION 3. Removal of Disabled Parking Permit 10876 signs located at 5463 South Ingleside Avenue (4th Ward).

SECTION 4. Removal of Disabled Parking Permit 15265 signs located at 427 East 50th Street (4th Ward).

SECTION 5. Removal of Disabled Parking Permit 11394 signs located at 7641 South Maryland Avenue (5th Ward).

SECTION 6. Removal of Disabled Parking Permit 15669 signs located at 7645 South Maryland Avenue (5th Ward).

SECTION 7. Removal of Disabled Parking Permit 10227 signs located at 7820 South Champlain Avenue (6th Ward).

SECTION 8. Removal of Disabled Parking Permit 12257 signs located at 9325 South Euclid Avenue (8th Ward).

SECTION 9. Removal of Disabled Parking Permit 19194 signs located at 121 East 104th Place (9th Ward).

SECTION 10. Removal of Disabled Parking Permit 10673 signs located at 10723 South Avenue G (10th Ward).

SECTION 11. Removal of Disabled Parking Permit 1674 signs located at 3705 South Wood Street (11th Ward).

SECTION 12. Removal of Disabled Parking Permit 29269 signs located at 960 West 36th Street (11th Ward).

SECTION 13. Removal of Disabled Parking Permit 20323 signs located at 3814 South Union Avenue (11th Ward).

SECTION 14. Removal of Disabled Parking Permit 1406 signs located at 3710 South Wood Street (11th Ward).

SECTION 15. Removal of Disabled Parking Permit 20828 signs located at 4601 South Hermitage Avenue (12th Ward).

SECTION 16. Removal of Disabled Parking Permit 11172 signs located at 7119 South Harding Avenue (13th Ward).

SECTION 17. Removal of Disabled Parking Permit 17772 signs located at 3656 West 61st Street (13th Ward).

SECTION 18. Removal of Disabled Parking Permit 5020 signs located at 5923 South Kostner Avenue (13th Ward).

SECTION 19. Removal of Disabled Parking Permit 25176 signs located at 2716 West 38th Street (14th Ward).

SECTION 20. Removal of Disabled Parking Permit 5952 signs located at 5247 South Artesian Avenue (14th Ward).

SECTION 21. Removal of Disabled Parking Permit 10265 signs located at 5219 South California Avenue (14th Ward).

SECTION 22. Removal of Disabled Parking Permit 18044 signs located at 5746 South Christiana Avenue (14th Ward).

SECTION 23. Removal of Disabled Parking Permit 11516 signs located at 4322 South Sawyer Avenue (14th Ward).

SECTION 24. Removal of Disabled Parking Permit 8362 signs located at 6726 South Maplewood Avenue (15th Ward).

SECTION 25. Removal of Disabled Parking Permit 9107 signs located at 3529 West 72nd Place (15th Ward).

SECTION 26. Removal of Disabled Parking Permit 26986 signs located at 6210 South Throop Street (16th Ward).

SECTION 27. Removal of Disabled Parking Permit 21767 signs located at 1354 West 64th Street (16th Ward).

SECTION 28. Removal of Disabled Parking Permit 19470 signs located at 8522 South Marshfield Avenue (18th Ward).

SECTION 29. Removal of Disabled Parking Permit 25811 signs located at 6620 South Champlain Avenue (20th Ward).

SECTION 30. Removal of Disabled Parking Permit 11677 signs located at 8839 South Ada Street (21st Ward).

SECTION 31. Removal of Disabled Parking Permit 5833 signs located at 8910 South Morgan Street (21st Ward).

SECTION 32. Removal of Disabled Parking Permit 28886 signs located at 5131 South Menard Avenue (23rd Ward).

SECTION 33. Removal of Disabled Parking Permit 16692 signs located at 4310 West Van Buren Street (24th Ward).

SECTION 34. Removal of Disabled Parking Permit 8888 signs located at 3329 West Flournoy Street (24th Ward).

SECTION 35. Removal of Disabled Parking Permit 17325 signs located at 1816 South Troy Street (24th Ward).

SECTION 36. Removal of Disabled Parking Permit 6087 signs located on North Bingham Street (26th Ward).

SECTION 37. Removal of Disabled Parking Permit 16225 signs located at 730 North St. Louis Avenue (27th Ward).

SECTION 38. Removal of Disabled Parking Permit 7628 signs located at 814 North Springfield Avenue (27th Ward).

SECTION 39. Removal of Disabled Parking Permit 12784 signs located at 2158 North Melvina Avenue (29th Ward).

SECTION 40. Removal of Disabled Parking Permit 4104 signs located at 846 North Menard Avenue (29th Ward).

SECTION 41. Removal of Disabled Parking Permit 7728 signs located at 2341 North Lockwood Avenue (30th Ward).

SECTION 42. Removal of Disabled Parking Permit 21816 signs located at 3334 North Springfield Avenue (30th Ward).

SECTION 43. Removal of Disabled Parking Permit 19894 signs located at 5117 West George Street (30rd Ward).

SECTION 44. Removal of Disabled Parking Permit 27265 signs located at 4436 West Montana Street (31st Ward).

SECTION 45. Removal of Disabled Parking Permit 13519 signs located at 2259 North Kildare Avenue (31st Ward).

SECTION 46. Removal of Disabled Parking Permit 21860 signs located at 2342 North Kildare Avenue (31st Ward).

SECTION 47. Removal of Disabled Parking Permit 13373 signs located at 2539 North Lowell Avenue (31st Ward).

SECTION 48. Removal of Disabled Parking Permit 10352 signs located at 1316 North Ridgeway Avenue (31st Ward).

SECTION 49. Removal of Disabled Parking Permit 18919 signs located at 2133 North Avers Avenue (31st Ward).

SECTION 50. Removal of Disabled Parking Permit 3853 signs located at 1242 West Altgeld Street (32nd Ward).

SECTION 51. Removal of Disabled Parking Permit 17133 signs located at 4412 North St. Louis Avenue (33rd Ward).

SECTION 52. Removal of Disabled Parking Permit 14965 signs located at 11664 South Watkins Avenue (34th Ward).

SECTION 53. Removal of Disabled Parking Permit 20107 signs located at 1850 North Whipple Street (35th Ward).

SECTION 54. Removal of Disabled Parking Permit 18920 signs located at 2502 North Central Park Avenue (35th Ward).

SECTION 55. Removal of Disabled Parking Permit 14707 signs located at 2623 North St. Louis Avenue (35th Ward).

SECTION 56. Removal of Disabled Parking Permit 9613 signs located at 2722 North Moody Avenue (36th Ward).

SECTION 57. Removal of Disabled Parking Permit 449 signs located at 3119 North Odell Avenue (36th Ward).

SECTION 58. Removal of Disabled Parking Permit 12592 signs located at 1824 North Natoma Avenue (36th Ward).

SECTION 59. Removal of Disabled Parking Permit 28762 signs located at 2926 North Monitor Avenue (36th Ward).

SECTION 60. Removal of Disabled Parking Permit 21002 signs located at 1722 North Merrimac Avenue (36th Ward).

SECTION 61. Removal of Disabled Parking Permit 13880 signs located at 4634 West Warwick Avenue (38th Ward).

SECTION 62. Removal of Disabled Parking Permit 16306 signs located at 4952 West Eddy Street (38th Ward).

SECTION 63. Removal of Disabled Parking Permit 57 signs located at 5103 West Newport Avenue (38th Ward).

SECTION 64. Removal of Disabled Parking Permit 3075 signs located at 4732 North Austin Avenue (38th Ward).

SECTION 65. Removal of Disabled Parking Permit 150 signs located at 4711 West Byron Street (38th Ward).

SECTION 66. Removal of Disabled Parking Permit 18889 signs located at 3518 West Ainslie Street (39th Ward).

SECTION 67. Removal of Disabled Parking Permit 9748 signs located at 5819 North Christiana Avenue (39th Ward).

SECTION 68. Removal of Disabled Parking Permit 11598 signs located at 3745 West Leland Avenue (39th Ward).

SECTION 69. Removal of Disabled Parking Permit 765 signs located at 37624 West Wilson Avenue (39th Ward).

SECTION 70. Removal of Disabled Parking Permit 16309 signs located at 5901 North Kimball Avenue (39th Ward).

SECTION 71. Removal of Disabled Parking Permit 6874 signs located at 5705 North Jersey Avenue (39th Ward).

SECTION 72. Removal of Disabled Parking Permit 2069 signs located at 5404 North Kimball Avenue (39th Ward).

SECTION 73. Removal of Disabled Parking Permit 16729 signs located at 4845 North Monticello Avenue (39th Ward).

SECTION 74. Removal of Disabled Parking Permit 8793 signs located at 4849 North Central Park Avenue (39th Ward).

SECTION 75. Removal of Disabled Parking Permit 1994 signs located at 4640 North St. Louis Avenue (39th Ward).

SECTION 76. Removal of Disabled Parking Permit 17596 signs located at 6536 North Ashland Avenue (40th Ward).

SECTION 77. Removal of Disabled Parking Permit 14659 signs located at 126 West Oak Street (42nd Ward).

SECTION 78. Removal of Disabled Parking Permit 10200 signs located at 2634 North Mildred Avenue (43rd Ward).

SECTION 79. Removal of Disabled Parking Permit 20492 signs located at 5712 North Mango Avenue (45th Ward).

SECTION 80. Removal of Disabled Parking Permit 7440 signs located at 3532 North Pine Grove Avenue (46th Ward).

SECTION 81. Removal of Disabled Parking Permit 10860 signs located at 4612 North Hermitage Avenue (47th Ward).

SECTION 82. Removal of Disabled Parking Permit 6094 signs located at 2569 West Argyle Street (47th Ward).

SECTION 83. Removal of Disabled Parking Permit 17600 signs located at 2141 West Belle Plaine Avenue (47th Ward).

SECTION 84. This ordinance shall take effect and be in force hereinafter its passage and publication.

Establishment Of Residential Permit Parking Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location
14	4900 and 5000 blocks of South Maplewood Avenue (both sides) at all times (Zone 956);
14	5900 block of South Sawyer Avenue (both sides) at all times (Zone 957);
14	6200 block of South Mozart Street (both sides) at all times (Zone 958);
21	8800 block of South Laflin Street -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (Zone ____);
23	5300 block of South Harding Avenue between West 53 rd Street and West 54 th Street (5300 -- 5359) 8:00 A.M. to 4:30 P.M. -- Monday through Friday (Zone 913);
30	5200 block of West Fletcher Street (both sides) between North Lockwood Avenue and North Laramie Avenue (5200 -- 5257) at all times (Zone 948);
31	1700 block of North Harding Avenue (both sides) between West Bloomingdale Avenue and West Wabansia Avenue (1700 -- 1739) at all times (Zone 949);
36	2300 block of North Nordica Avenue (east side) from West Belden Avenue to the alley (2301 -- 2359) at all times (Zone 950);
38	4800 block of West Waveland Avenue, between North Lamont Avenue and North Cicero Avenue (4813 -- 4861) at all times (Zone 947);
42	West Schiller Street (north side) from North LaSalle Street to North Clark Street -- at all times (Zone 955);

Ward	Location
47	2400 block of West Grace Street (both sides) 8:00 A.M. to 8:00 P.M. -- Monday through Friday (Zone 960);
50	6300 block of North Leavitt Street (both sides) between West Devon Avenue and West Rosemont Avenue (6301 -- 6341) 6:00 A.M. to 10:00 P.M. -- everyday (Zone 946);
50	6100 block of North Oakley Avenue (west side only) between West Granville Avenue and West Glenlake Avenue (6100 -- 6156) 6:00 A.M. to 10:00 P.M. -- everyday (Zone 945);
50	3000 block of West Touhy Avenue (north side) between North Albany Avenue and North Sacramento Avenue (3000 -- 3020) 8:00 A.M. to 8:00 P.M. (Zone 849);
50	West Rosemont Avenue (both sides) between North Kedzie Avenue and North Troy Street (3150 -- 3200) 9:00 A.M. to 9:00 P.M. (Zone 903);
50	6100 block of North Claremont Avenue (both sides) 6:00 A.M. to 10:00 P.M. (Zone 867);
50	2600 block of West Jarlath Street (south side) 6:00 A.M. to 11:00 P.M. -- all days (Zone 961).

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

Amendment Of Residential Permit Parking Zones.

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

SECTION 1. Amend Residential Permit Parking Zone 240 on the 5200 block of West Wolfram Street, between North Lockwood Avenue and North Laramie Avenue

by striking:

"6:00 P.M. to 9:00 P.M."

and inserting:

"at all times" (31st Ward).

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

Establishment Of Service Drive/Diagonal Parking.

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, a portion of the below named street is hereby designated as a service drive/diagonal parking for the following location:

Ward

Location

33

North Whipple Avenue (both sides) from West Irving Park Road to the first alley south -- service drive/diagonal parking (01-421).

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

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY
ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (December 12, 2001, February 27, May 1 and 29, 2002) ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Establishment Of Traffic Lane Tow-Away Zones.

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
27	North Cherry Avenue (east side) from a point 100 feet north of West Bliss Street, to a point 135 feet north thereof -- no parking/tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday (02-00401883);
42	East Erie Street (south side) from a point 120 feet east of North Fairbanks Court, to a point 42 feet east thereof -- no parking/tow-away zone (02-00778406);
45	North Milwaukee Avenue (west side) from a point 222 feet east of North Austin Avenue, to a point 24 feet east thereof -- 15 minute standing zone -- unattended vehicles must have lights flashing -- tow-away zone after 15 minutes -- 2:00 P.M. to 1:00 A.M. (02-00092069);
45	North Northwest Highway (north side) from a point 120 feet west of North Marmora Avenue, to a point 50 feet west thereof -- no parking -- 7:00 A.M. to 6:00 P.M. -- Monday through Friday -- tow-away zone (02-00905309);

Ward

Location

50

North Kedzie Avenue (west side) from
West Touhy Avenue to West Howard
Street -- no parking of trucks anytime --
tow-away zone (02-00905582).

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

Amendment Of Traffic Lane Tow-Away Zone.

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

SECTION 1. Amend ordinance passed June 4, 1997 printed on page 46485 of the *Journal of the Proceedings of the City Council*, which reads:

"East Delaware Place (north side) from a point 60 feet west of North Mies Van Der Rohe Way, to a point 50 feet west thereof -- 15 minute standing zone/tow-away zone"

by striking:

"15 minute standing zone/tow-away zone"

and inserting in lieu thereof:

"no parking/tow-away zone" (42nd Ward) (02-00797248).

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

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC
WARNING SIGNS AND TRAFFIC CONTROL SIGNALS
ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (January 16, February 6, 27, March 27 and May 1, 2002) proposed ordinances and orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

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

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the types specified:

Ward	Type Of Sign And Location
1	"All-Way Stop" signs at West Lyndale Street and North Campbell Avenue (02-00731297);
2	"Two-Way Stop" signs stopping north- and southbound traffic on South Michigan Avenue at East 23 rd Street (02-00731485);
2	"Two-Way Stop" signs stopping north- and southbound traffic on South Michigan Avenue at East 21 st Street (02-00731502);
2	"Two-Way Stop" signs stopping north- and southbound traffic on South Wabash Avenue at East 14 th Place (02-00731526);
2	"Two-Way Stop" signs stopping east and westbound traffic on East 26 th Street at South Indiana Avenue (02-00731461);
3	"Stop" signs stopping South Emerald Avenue for West 52 nd Street (02-00731576);
3	"Stop" signs stopping South Emerald Avenue for West 53 rd Street (02-00731801);

Ward	Type Of Sign And Location
9	"All-Way Stop" signs at South Prairie Avenue and East 116 th Street (02-00538957);
19	Automatic traffic control signals at West 103 rd Street and South Maplewood Avenue (02-00755243);
20	Automatic traffic control signals at intersection of south 5700 and South Michigan Avenue -- traffic signal installation (time point) (02-001-75023);
22	"All-Way Stop" signs at South Tripp Avenue and West 28 th Street (02-00755394);
23	"All-Way Stop" signs at South Laramie Avenue and West 50 th Street (02-00755776);
23	"Stop" signs stopping West 52 nd Street for South Natchez Avenue (02-00755609);
23	"All-Way Stop" signs at South Neenah Avenue and West 54 th Street (02-00755859);
23	"All-Way Stop" signs at South Leavitt Street and West 21 st Place (02-00755933);
25	"All-Way Stop" signs at South Hoyne Avenue and West Cullerton Street (02-00755954);
25	"All-Way Stop" signs at South Hoyne Avenue and West 19 th Street (02-0755985);
26	"All-Way Stop" signs at North St. Louis Avenue and West Pierce Avenue (02-00393699);

Ward	Type Of Sign And Location
30	"All-Way Stop" signs at North Major Avenue and West Wrightwood Avenue (02-00369432);
30	"All-Way Stop" signs at North Leclaire Avenue and West Drummond Place (02-00369405);
31	"All-Way Stop" signs at West Belden Avenue and North Drake Avenue (02-00406409);
31	"All-Way Stop" signs at North Kilpatrick Avenue and West George Street (02-00376108);
32	"Stop" signs stopping westbound traffic at the intersection of West Medill Avenue and North Western Avenue;
32	"All-Way Stop" signs at the intersection of North Wolcott Avenue and West Nelson Street;
42	"All-Way Stop" signs at West Erie Street and North Larrabee Street (02-00797477);
50	"All-Way Stop" signs at North Campbell Avenue and West Coyle Avenue (02-00800026).

Installation Of "Close To Traffic" Signs.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Close To Traffic" signs at the below listed locations:

Ward	Location
21	South Aberdeen Street, beginning at the south right-of-way line of Chicago Metra Railroad tracks and proceeding north to the north line of Chicago Metra railroad tracks -- Close to Traffic (02-00393447);

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

Repeal Of "Close To Traffic" Signs.

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

SECTION 1. Repeal the ordinance passed October 3, 2001 printed on page 68357 of the *Journal of the Proceedings of the City Council*, which closes to traffic the portion of West Quincy Street, between South Wells Street and South LaSalle Street (42nd Ward).

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

ESTABLISHMENT OF WEIGHT LIMITATION ON
PORTION OF SOUTH STEWART AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (February 6, 2002) proposed ordinances to establish the allowable weight limit for trucks and commercial vehicles on portions of designated streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the Committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public way between the limits indicated (except for the

purpose of delivering or picking up material or merchandise) shall be as follows:

Ward

Location

21

9100 block of South Stewart Avenue --
five ton limit (02-00368930).

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

*Failed To Pass -- VARIOUS TRAFFIC REGULATIONS,
TRAFFIC SIGNS, ET CETERA.*

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: "*Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?*" and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuller, M. Smith, Moore, Stone -- 48.

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

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* the sundry proposed ordinances and orders submitted herewith, which were referred to the committee (September 27, 2000, January 16, February 6, 27, March 27, May 1, 29, 2002) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times:

Ward	Location
26	West side of North Drake Avenue at the corner of West Fullerton Avenue. Request withdrawn (02-00756114).
42	North side of Roosevelt Road west of Canal Street. No City Council action necessary for corner clearance signs. Signs will be installed under City Code (02-00796906).

Parking Prohibited At All Times -- Disabled:

Ward	Location
8	1626 East 85 th Street (Disabled Parking Permit 32881). Duplicate ordinance proposal with Permit Number 32881 on May 1, 2002;

Ward	Location
18	7325 South Artesian Avenue (Disabled Parking Permit Number 31793). Duplicate ordinance proposed with Permit Number 31793 on May 1, 2002;
18	8037 South Loomis Boulevard (Disabled Parking Permit Number 32531). The number of restricted disabled parking spaces currently installed exceed the amount allowed for a residential street;
18	8641 South Paulina Street (Disabled Parking Permit Number 21583). Fails to meet fee requirement;
24	3939 West Lexington Street (Disabled Parking Permit Number 32079). Temporary placard and the number of restricted disabled parking spaces currently installed exceeds the amount allowed for a residential street;
28	4417 West Adams Street. Application canceled by ward office (02-00766503);
29	857 North Menard Avenue (2% disabled parking permit). Request withdrawn by requestor (02-00766503).

Parking Prohibited During Specified Hours:

Ward	Location
24	3333 West Arthington Street (installed to the east of stairway) disabled -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday. Duplicate proposal. Previously recommended on proposal dated February 6, 2002 (02-00755904).

Loading Zones:

Ward	Location
1	908 North Western Avenue -- 10:00 A.M. to 8:00 P.M. -- Monday through Friday. This location falls within a bus stop zone (02-00170981);
1	1801 West Chicago Avenue -- 10:00 A.M. to 12:00 Midnight -- Monday through Saturday. This location falls within a bus stop zone (02-00730233);
1	2007 West Division Street -- 9:00 A.M. to 12:00 Noon -- all days. This location falls within a bus stop zone (02-00170958);
26	1815 North Western Avenue -- 7:00 A.M. to 7:00 P.M. -- Monday through Saturday. Duplicate proposal. Proposal previously recommended on proposal dated December 5, 2001 (02-00560610);
26	3027 North Rockwell Street -- 15 minutes -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor (02-00369274);
27	837 North Milwaukee Avenue -- 10:00 A.M. to 7:00 P.M. -- Monday through Saturday. Duplicate proposal. Previously recommended on proposal date March 27, 2002 (02-00756900);
27	1343 North Wells Street -- 10:00 A.M. to 8:00 P.M. -- Sunday through Saturday. Duplicate proposal. Previously recommended on proposal dated September 5, 2001 (02-00756206);

Ward	Location
39	4900 North Elston Avenue (east side of North Kilpatrick Avenue) from North Elston Avenue to the first driveway south -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday. Request withdrawn by requestor. Alderman's office has been advised (02-00377465);
42	70 West Madison Street -- 6:00 P.M. to 12:00 Midnight -- Monday through Saturday. This location falls within a designated "bus lane only" and is posted tow-away zone (02-00778463).
42	720 North State Street (in front of location) 15 minutes -- unattended vehicles must have lights flashing -- after 15 minutes tow-away zone -- at all times. Insufficient data to process request. Alderman's office has been advised (02-00408195);
42	West Ohio Street, from a point 50 feet west of North Wells Street, to a point 19 feet west thereof -- 15 minute loading zone -- unattended vehicles must have lights flashing -- after 15 minutes tow-away zone -- 11:00 A.M. to 4:00 P.M. and 6:30 P.M. to 12:00 Midnight (all other times tow zone). Insufficient data to process request. Alderman's office has been advised (02-00568332);
42	81 East Van Buren Street (south side) from South Michigan Avenue to the first alley west thereof -- at all times. Request withdrawn by requestor (02-00797370);
42	1106 North Dearborn Street -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday. This location falls within a no parking bus stop tow-away zone (02-00797399);

Ward	Location
50	2004 West Devon Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday. Request withdrawn by requestor (02-00570426.

Residential Permit Parking Zones:

Ward	Location
6	7800 block of South Michigan Avenue (west side) all days -- 8:00 A.M. to 4:00 P.M.. Ordinance requires both sides to be zoned residential;
6	400 East 91 st Street (south side) 12:00 Noon to 9:00 P.M.. Does not meet parking study;
10	3045, 3046, 3047, 3048, 3050, 3051, 3054 East 93 rd Street. Does not meet zoning requirement (M1-2);
25	1600 block of South Wood Street (both sides). Does not meet zoning requirements (B4-2 and M2-2 zoning);
26	2400 block of West Fletcher Street. Does not meet zoning requirements (M1-2 zoning);
28	1200 and 1300 block of South California Avenue (both sides) at all times. Does not meet parking study;
30	3100 block of North Lockwood Avenue, between West Belmont Avenue and West Fletcher Street. Does not meet zoning requirement (C1-1);

Ward

Location

37

1500 block of North Lockwood Avenue (both sides) at all times. Does not meet parking study.

Single Direction:

Ward

Location

27

West Huron Street, from North Green Street to North Halsted Street -- easterly. Duplicate proposal. Previously passed December 4, 1970. Signs will be installed (02-00756821);

27

North Ancona Street, from North Green Street to North Sangamon Street -- easterly. Traffic engineering survey indicates proposed change would result in hazardous community access problem (02-00756370).

Speed Limitation:

Ward

Location

50

West Touhy Avenue, from North Rockwell Street (2600 west) to North Albany Avenue (3200 west) 20 miles per hour -- school zone. No City Council action necessary for warning signs. Signs will be posted (02-00905663).

No Cruising:

Ward	Location
29	West Madison Street, from North Laramie Avenue westerly to North Central Avenue, on both sides of West Madison Street, from North Central Avenue westerly to North Austin Boulevard. Request withdrawn by requestor (02-00766543).

Traffic Warning Signs And/Or Signals:

Ward	Location
27	North and southbound traffic on North Green Street at West Superior Street -- "Two-Way Stop" sign. Duplicate proposal. Previously passed July 25, 2001, signs will be installed (02-00757211);
27	East and westbound traffic on West Erie Street at North Green Street -- "Two Way Stop" sign. West Erie Street is a federal aid route. This would jeopardize funding (02-00757171);
27	North and southbound traffic on North Central Park Avenue at West Huron Street -- "Two-Way Stop" sign. North Central Park Avenue is an arterial street. Signs are not warranted according to federal/state standards (02-0075109);

Ward	Location
27	East and westbound traffic on West Grand Avenue at the North Desplaines Avenue -- "Two-Way Stop" sign. West Grand Avenue is a federal aid route. This could jeopardize funding (02-00757047);
30	North Laramie Avenue and West Deming Place, stopping north/southbound traffic on North Laramie Avenue -- "Stop" sign. North Laramie Avenue is a federal aid route. This could jeopardize funding (02-00215839);
32	North Ashland Avenue at West Addison Street -- "No Turn On Red" sign. No City Council action necessary. Signs will be posted (02-00569237);
37	East Lake Street and North Long Avenue, on West Lake Street (northeast and southwest corners). West Lake Street is an arterial street. Signs are not warranted according to federal/state standards (02-00791766).

Amend Parking Prohibited At All Times - Disabled:

Ward	Location
5	Removal of 7121 South Drexel Avenue. Duplicate ordinance proposal. Disabled Parking Permit Number 19383. Duplicate proposal with Permit Number 19383 passed on March 27, 2002;

7/10/2002

REPORTS OF COMMITTEES

90211

Ward

Location

5

Removal of 2141 East 72nd Street. Duplicate ordinance proposal. Parking Permit Disabled Number 19384. Duplicate ordinance. Permit Number 19384 passed on May 29, 2002.

Amend Residential Permit Parking Zones:

Ward

Location

6

Removal of 7800 South Michigan Avenue (east side) 8:00 A.M. to 4:00 P.M. -- all days. Signs do not exist. This location covered by no parking signs -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday.

Amend Single Direction:

Ward

Location

30

Removal of 4700 block of West Cornelia Avenue, from North Kilpatrick Avenue to North Knox Avenue -- westerly. Duplicate proposal. Previously passed on May 9, 1973, 5529. Signs will be removed (02-00407772).

These *Do Not Pass* recommendations were concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

**COMMITTEE ON TRANSPORTATION
AND PUBLIC WAY.**

**AMENDMENT OF TITLE 10, CHAPTER 32, SECTION 050
OF MUNICIPAL CODE OF CHICAGO BY INCLUSION
OF ADDITIONAL RESPONSIBILITIES FOR
OWNERS OF PRIVATE PROPERTY
CONTIGUOUS TO PUBLIC
PARKWAY.**

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an amendment to Section 10-32-050 of the Municipal Code of the City of Chicago by adding and deleting language regarding care of parkway. This ordinance was referred to the Committee on July 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 10-32-050 of the Municipal Code is hereby amended by adding the italicized language and deleting the bracketed language as follows:

10-32-050 Care Of Parkway.

The owner or person in control of property contiguous to the parkway shall be responsible for watering and fertilizing parkway trees required to be installed pursuant to [Section 194A-5.13] *Title 17, Section 5.13A* of the city's zoning code and for routine care of the parkway lawn. Routine care of the parkway lawn shall include periodic watering, weeding and mowing, *as well as replacement of vegetation that dies*. The owner or person in control of property contiguous to the parkway shall replace any parkway trees required to be installed pursuant to [194A-5.13] *Title 17, Section 5.13A* of the city's zoning code in the event of the death of any trees resulting from the failure to water or fertilize as required herein.

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

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred June 19, 2002) for grants of privilege in the public way.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Bank One Plaza.

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

SECTION 1. Permission and authority are hereby given and granted to Bank One Plaza, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) pedestrian tunnels and two (2) vehicle tunnels under and across South Clark Street, the north side of said tunnels shall begin on the east property line of said South Clark Street, at a point one hundred eighty-one and forty-four hundredths (181.44) feet south of the south curb line of West Madison Street, hence northwesterly to the west property line of said South Clark Street, to a point one hundred fifty-three and forty-four hundredths (153.44) feet south of the south curb line of said West Madison Street. Said tunnels shall be approximately sixty (60) feet in width on the east side of said South Clark Street, forty-five (45) feet in depth and nine (9) feet below grade at said location and shall be used for the purpose of connecting the lower levels of the buildings to be located on the block bounded by West Madison, South Clark, West Monroe and South Dearborn Streets with the property of said grantee known as 40 South Clark Street. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

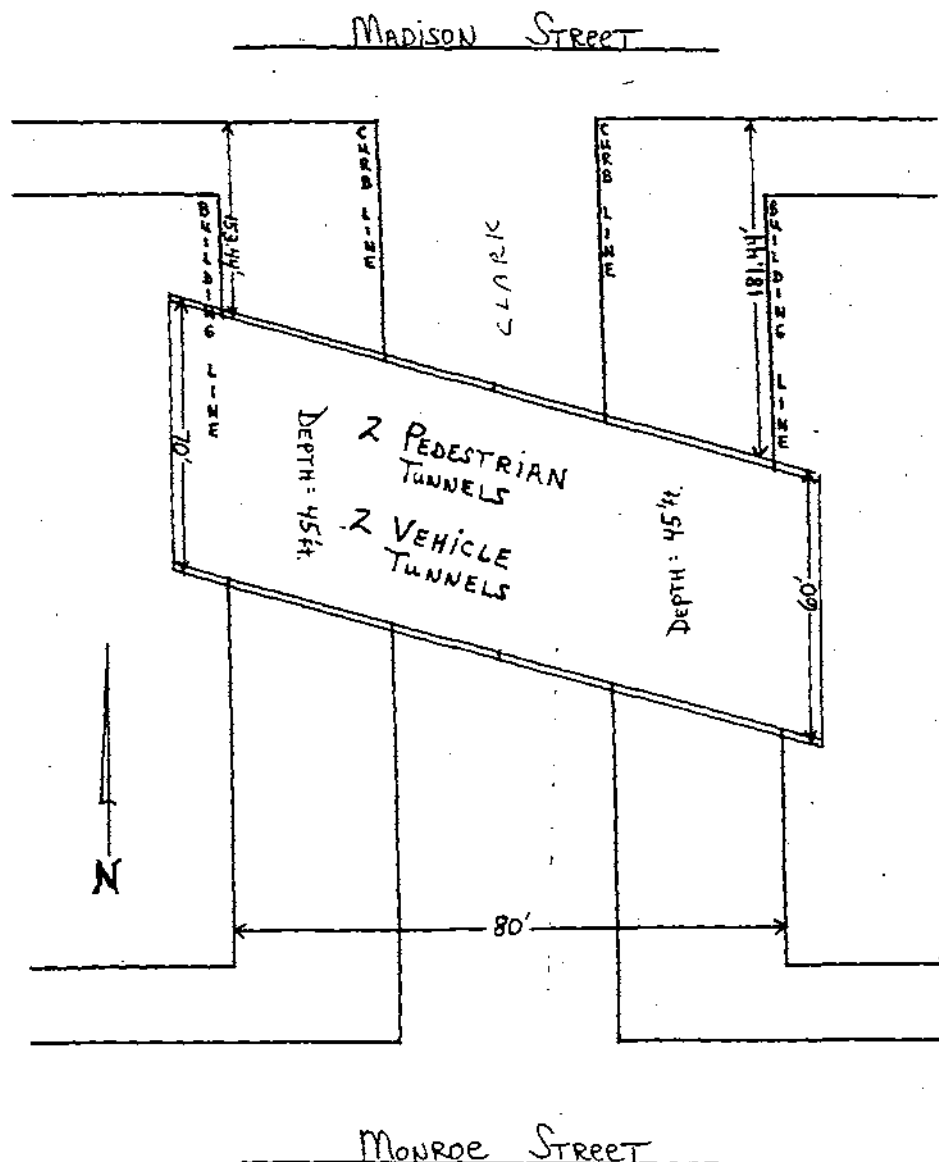
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018565 herein granted the sum of Forty-seven Thousand Forty and no/100 Dollars (\$47,040.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after May 11, 2002.

[Drawing referred to in this ordinance printed
on page 90216 of this *Journal*.]

Ordinance associated with this drawing printed
on page 90215 of this Journal.



Chicago Manufacturing Campus, L.L.C.

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

SECTION 1. Permission and authority are hereby given and granted to Chicago Manufacturing Campus, L.L.C., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use sewer lines under the public right-of-way adjacent to its premises known as 12350 South Avenue O. Said sewer lines shall be private sanitary sewers to serve an industrial park. Sewer lines shall measure as follows:

Along South Burley Avenue sewer line shall be sixty-six (66) feet in length and six (6) inches in width.

Along South Carondolet Avenue sewer line shall be sixty-six (66) feet in length and eight (8) inches in width.

Along South Carondolet Avenue sewer line shall be sixty-six (66) feet in length and eight (8) inches in width.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

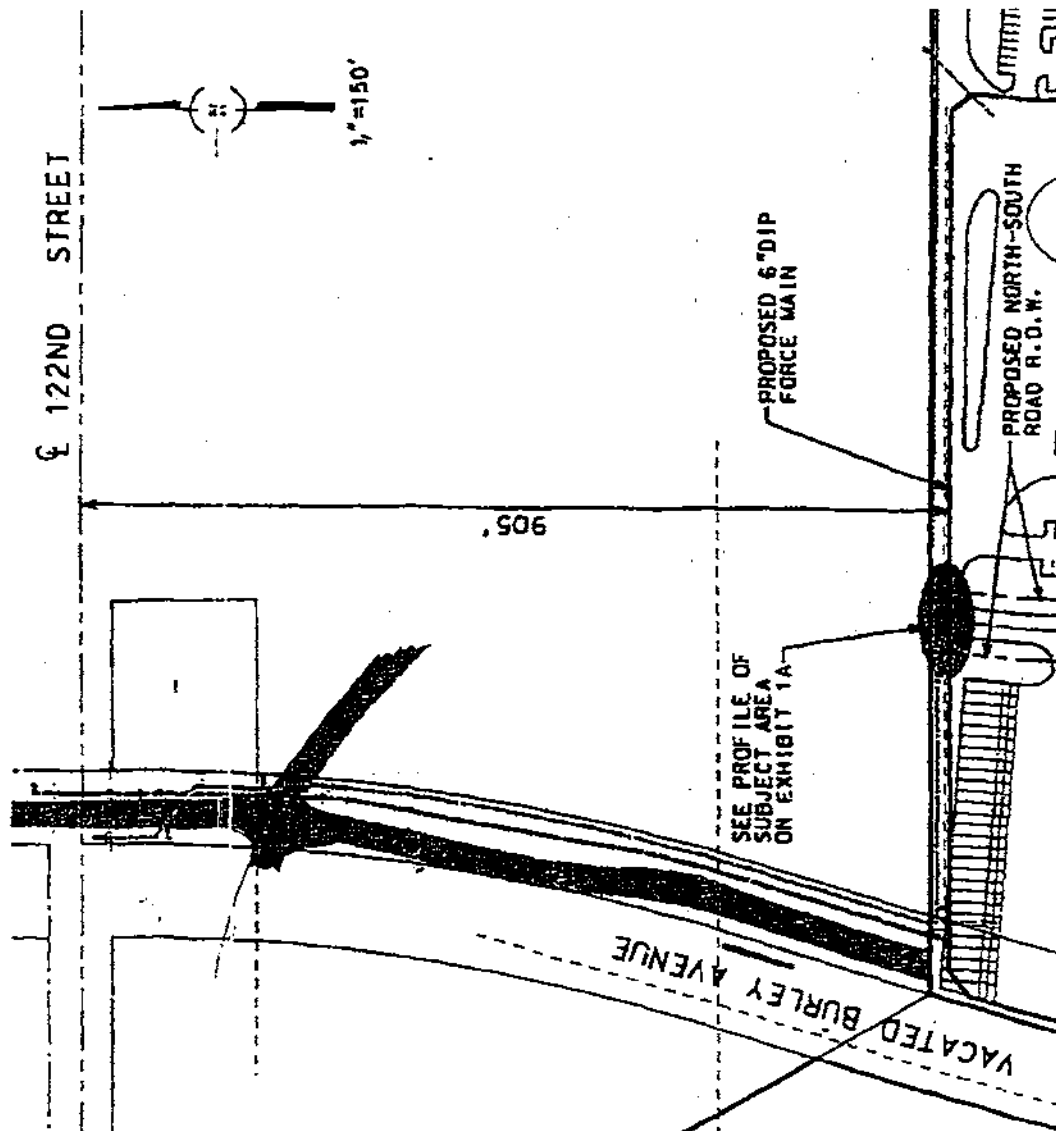
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018640 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

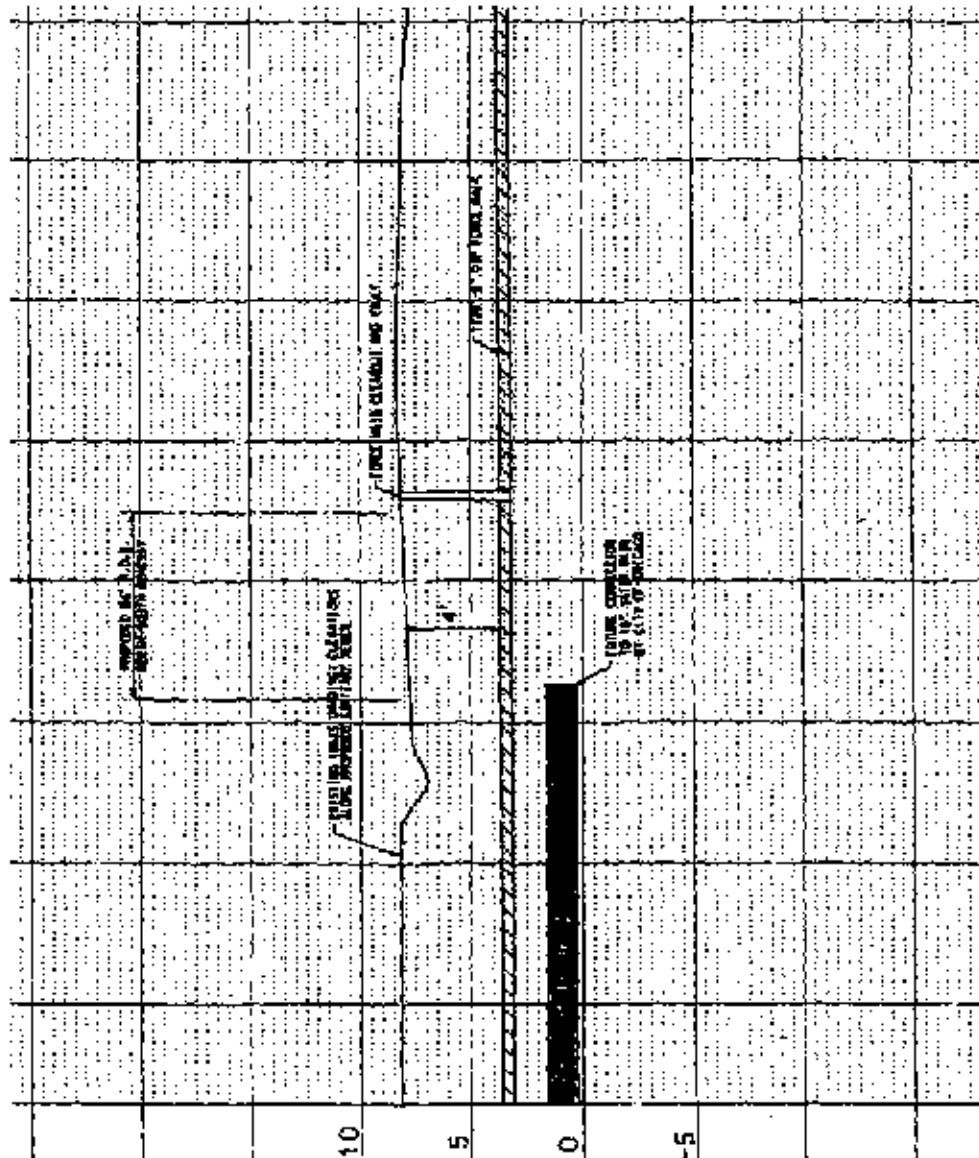
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on
pages 90218 through 90219 of this *Journal*.]

Ordinance associated with this drawing printed
on page 90217 of this *Journal*.



Ordinance associated with this drawing printed
on page 90217 of this *Journal*.



Citizens Financial Services.

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

SECTION 1. Permission and authority are hereby given and granted to Citizens Financial Services, upon the terms and subject to the conditions of this ordinance, to maintain and use three (3) existing planter boxes with a tree inside on the public right-of-way for beautification purposes adjacent to its premises known as 13323 South Baltimore Avenue. Said planter boxes shall consist of brick border. Each brick border planter box shall measure five (5) feet in length and five (5) feet in width with a tree inside. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018749 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90221 of this *Journal*.]

Creative Wood Concepts.

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

SECTION 1. Permission and authority are hereby given and granted to Creative Wood Concepts, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 90222)

(Continued from page 90220)

construct, install, maintain and use an exterior mount for a dust collector over the public right-of-way adjacent to its premises known as 1680 North Ada Street. Said dust collector shall be attached to the back wall of the premises which is the property line and the alley. Said dust collector shall measure three (3) feet in length and three (3) feet in width. Dust collector shall be approximately fifteen (15) feet above grade. Dust collector shall be constructed in accordance with plans and specifications approved by the Department of Buildings. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018676 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90223 of this *Journal*.]

The Edge Lofts And Tower.

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

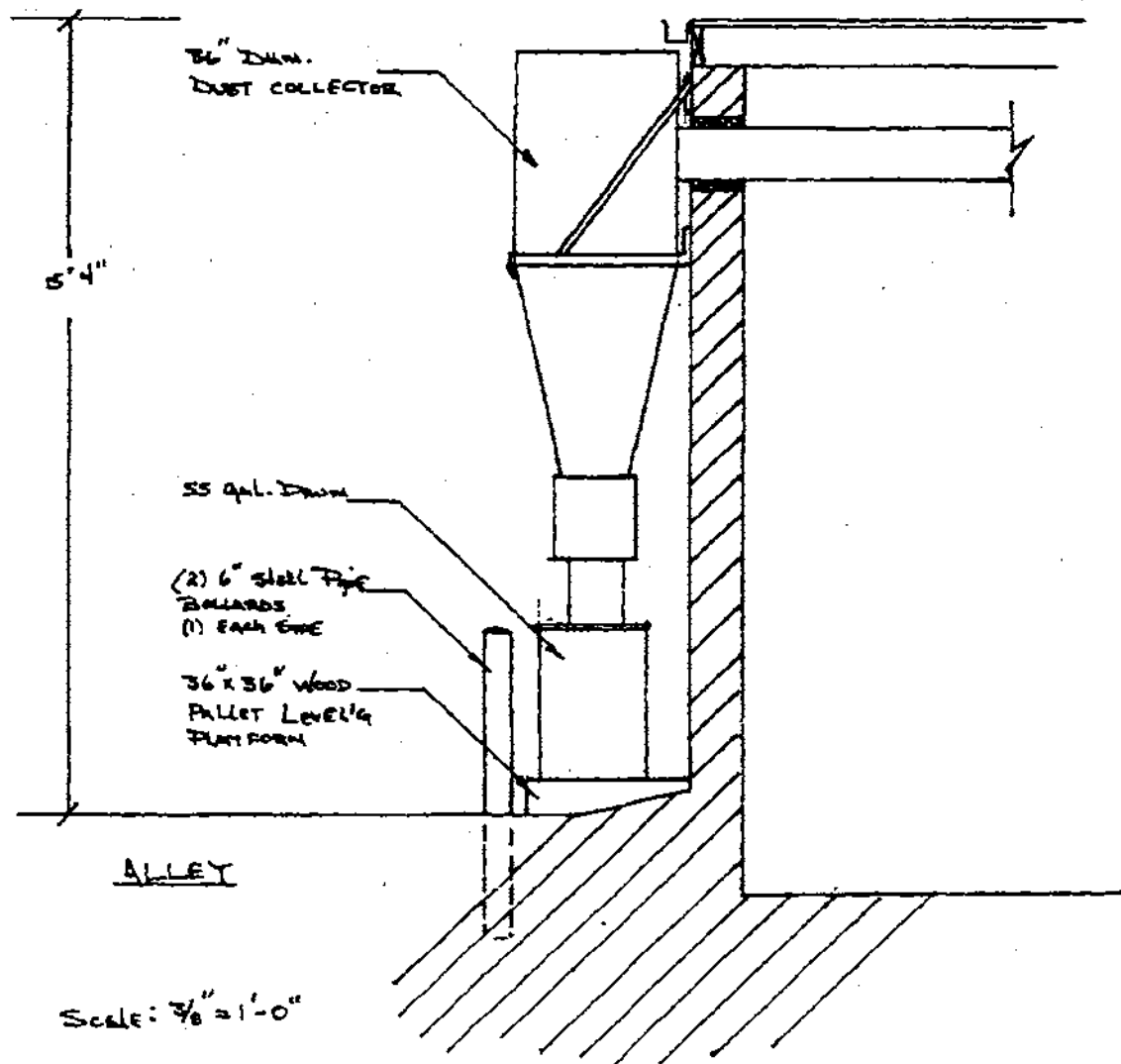
SECTION 1. Permission and authority are hereby given and granted to The Edge Lofts and Tower, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use forty-eight (48) balconies projecting over the

(Continued on page 90224)

Ordinance associated with this drawing printed on
pages 90220 through 90222 of this Journal.

Creative Wood Concepts, INC.
1686 N. ADA
Chicago IL 60622

PROPOSED USE of public way



(Continued from page 90222)

public right-of-way adjacent to its premises known as 210 South Desplaines Street. Said balconies are described as follows:

Along South Desplaines Street there shall be twenty-four (24) balconies. Each balcony shall measure fourteen (14) feet in length and three (3) feet, ten (10) inches in width.

Along West Adams Street there shall be twenty (20) balconies. Each balcony shall measure twelve (12) feet in length and three (3) feet, ten (10) inches in width.

Along West Quincy Street there shall be four (4) balconies. Each balcony shall measure eight (8) feet, six (6) inches in length and five (5) feet in width.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

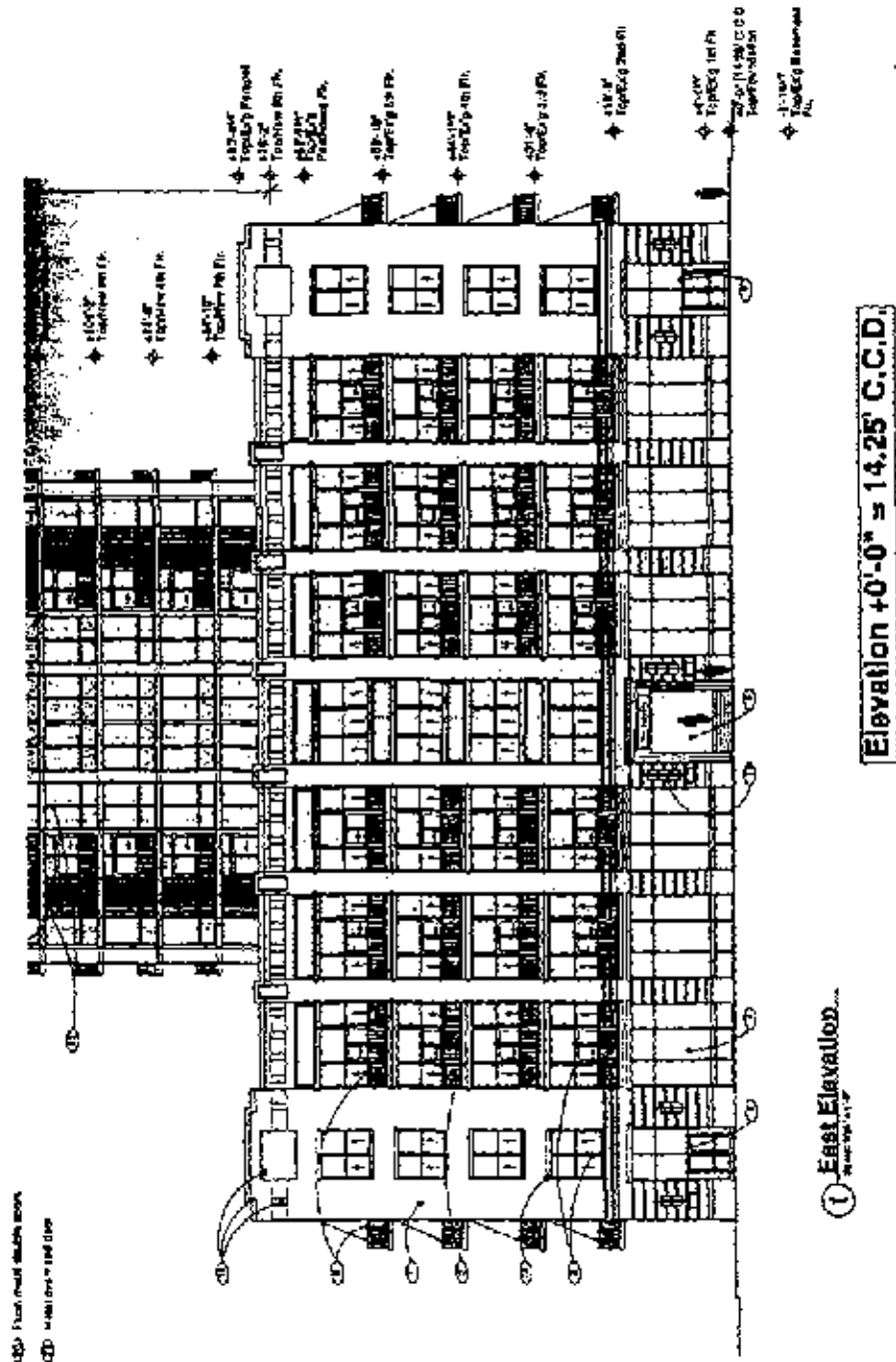
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018822 herein granted the sum of Two Thousand Four Hundred and no/100 Dollars (\$2,400.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90225 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 90222 through 90224 of this *Journal*.



Froedtert Malting Company, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Froedtert Malting Company, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) switch track on and across West 52nd Street at a point one thousand two hundred thirty (1,230) feet west of the west line of South Damen Avenue. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018780 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 16, 2002.

[Drawing referred to in this ordinance printed
on page 90227 of this *Journal*.]

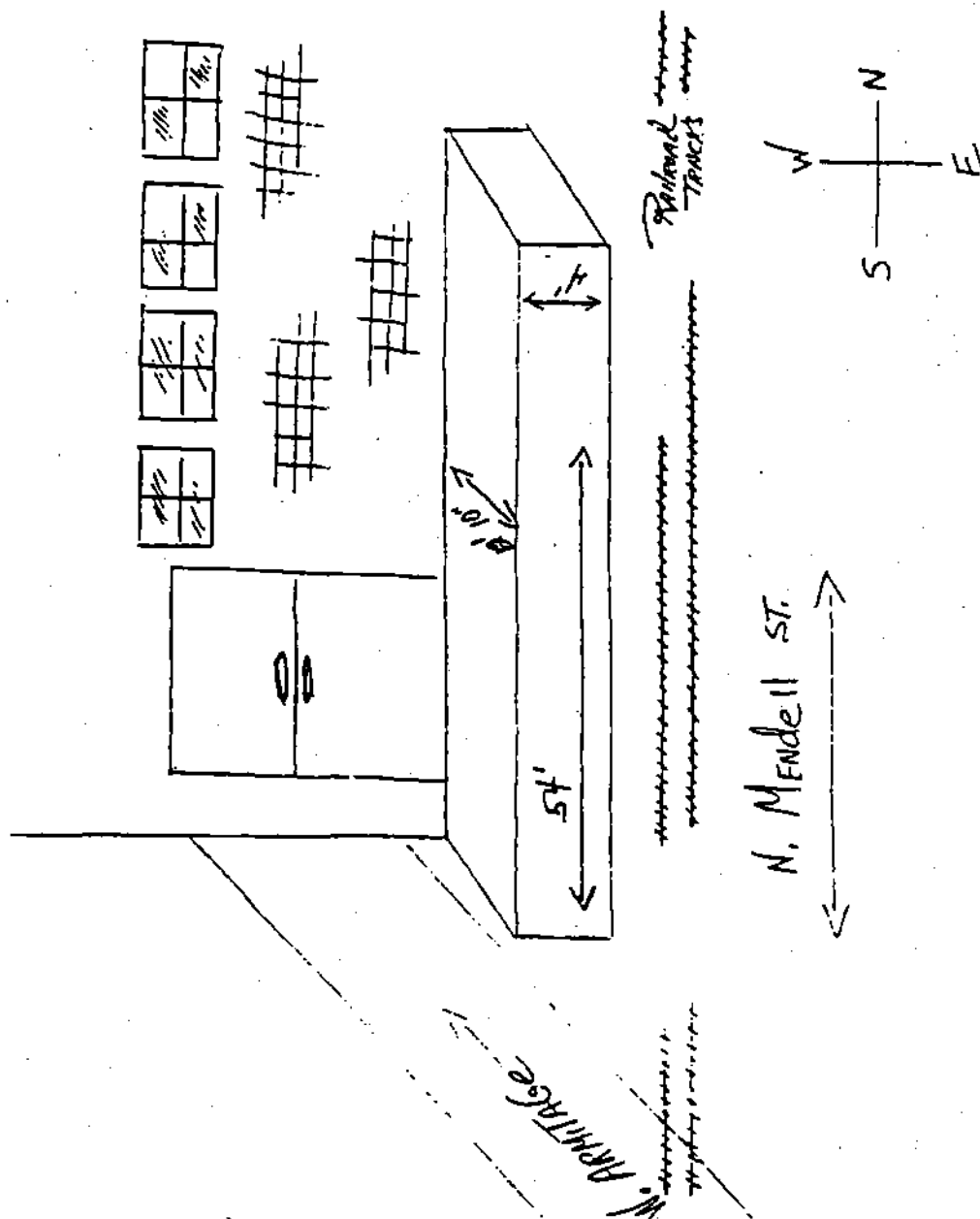
Golub & Company.

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

SECTION 1. Permission and authority are hereby given and granted to Golub & Company, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 90228)

Ordinance associated with this drawing printed
on page 90226 of this Journal.



(Continued from page 90226)

maintain and use, as now installed, one (1) pedestrian tunnel or passageway under West Calhoun Place, twenty-eight (28) feet east of the easterly side of North LaSalle Street, at a depth of twenty-one (21) feet, three (3) inches, to be constructed diagonally, twenty-two (22) feet in length and fourteen (14) feet in width, outside dimensions, a total of five hundred seventy-three (573) square feet, to be used to connect the premises at 1 North LaSalle Street with 33 North La Salle Street. Said tunnel shall be twenty-two (22) feet in length and fourteen (14) feet in width for a total of three hundred eight (308) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018824 herein granted the sum of Three Thousand Eight Hundred Fifty-one and no/100 Dollars (\$3,851.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after February 9, 2002.

[Drawing referred to in this ordinance printed
on page 90229 of this *Journal*.]

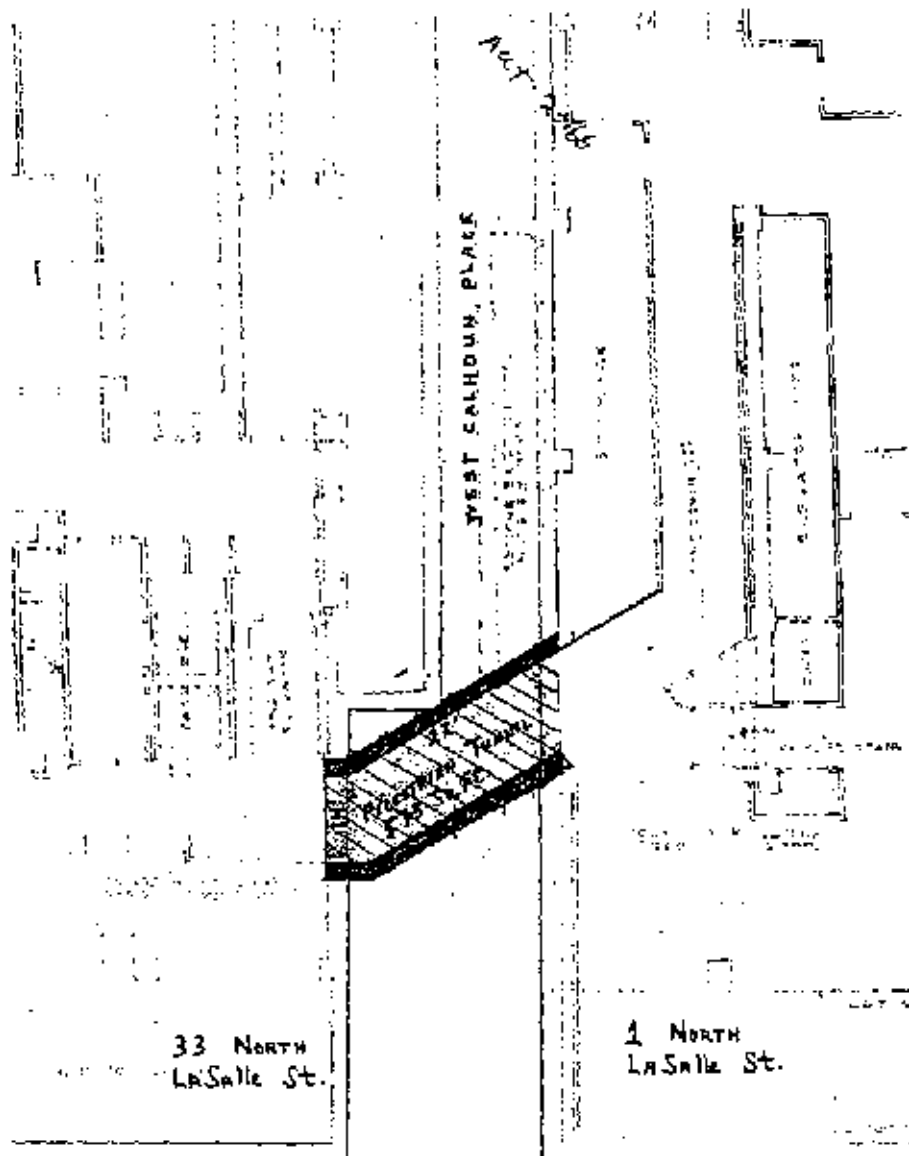
Hotel Intercontinental Hotels Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to Hotel Intercontinental Hotels Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use three (3) rectangular

(Continued on page 90230)

Ordinance associated with this drawing printed on
pages 90226 through 90228 of this *Journal*.



NORTH LASALLE STREET



UNSUBMITTED PLANS

(Continued from page 90228)

planters on the public right-of-way for beautification purposes adjacent to its premises known as 505 North Michigan Avenue. Existing planters on the public sidewalk will be replaced with rectangular precast concrete planters. The planters each are thirty (30) inches high, seven (7) feet, six (6) inches wide and vary in length from thirteen (13) feet to thirty-eight (38) feet. Said new planters shall have ornamental iron railings to be filled with seasonal landscaping which will include trees, shrubs and flowers. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018820 herein granted the sum of Zero and no/ 100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90231 of this *Journal*.]

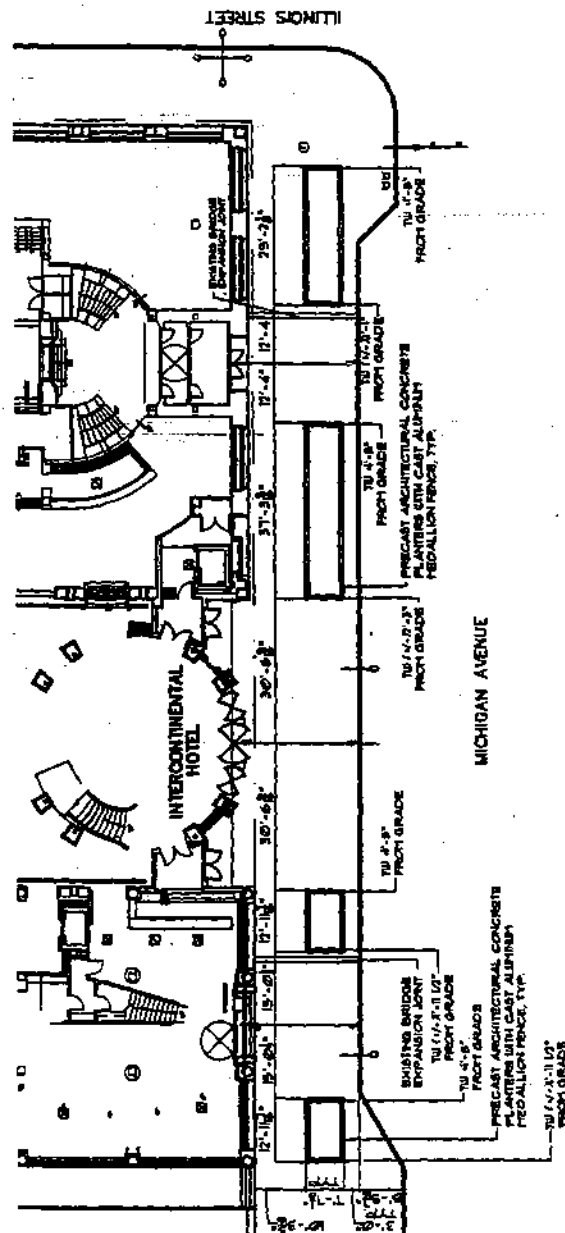
Hyatt On Printer's Row.
(Caissons)

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

SECTION 1. Permission and authority are hereby given and granted to Hyatt On Printer's Row, upon the terms and subject to the conditions of this ordinance, to

(Continued on page 90232)

Ordinance associated with this drawing printed on
pages 90228 through 90230 of this *Journal*.



(Continued from page 90230)

maintain and use, as now constructed, thirteen (13) caissons in the public right-of-way adjacent to its premises known as 538 South Dearborn Street. Said caissons shall be at a minimum of three (3) feet, five (5) inches below grade and described as follows:

Under South Dearborn Street.

Caisson Number 1 shall project approximately three (3) feet into the public way and shall have a diameter of seven (7) feet, six (6) inches for a total of sixteen and five-tenths (16.5) square feet.

Caisson Number 2 shall project approximately two (2) feet into the public way and shall have a diameter of six (6) feet for a total of nine and six-tenths (9.6) square feet.

Caissons Number 3 and Number 4 shall project approximately one (1) foot, nine (9) inches into the public way and shall have a diameter of five (5) feet for a total of six and one-tenth (6.1) square feet each.

Under West Congress Parkway.

Caissons Number 5 through Number 8 shall project approximately two (2) feet into the public way and shall have a diameter of five (5) feet, six (6) inches for a total of seven and eight-tenths (7.8) square feet each.

Under South Federal Street.

Caissons Number 9 and Number 10 shall project approximately one (1) foot, nine (9) inches into the public way and shall have a diameter of five (5) feet for a total of six and one-tenth (6.1) square feet each.

Caissons Number 11 through Number 13 shall project approximately five (5) feet, six (6) inches into the public way and shall have a diameter of five (5) feet, six (6) inches for a total of seven and eight-tenths (7.8) square feet each.

Total square feet of the above named caissons extending into the public way shall be one hundred five and one-tenth (105.1) square feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018752 herein granted the sum of Nine Hundred and no/100 Dollars (\$900.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 24, 2002.

[Drawing referred to in this ordinance printed
on page 90234 of this *Journal*.]

Hyatt On Printer's Row.
(Stair-Step With Railing)

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

SECTION 1. Permission and authority are hereby given and granted to Hyatt On Printer's Row, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) stair-step with railing in the public right-of-way adjacent to its premises known as 538 South Dearborn Street. Said stair-step with railing shall be seven (7) feet in length and two (2) feet in width for a total of fourteen (14) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018750 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

(Continued on page 90235)

(Continued from page 90233)

Authority herein given and granted for a period of five (5) years from and after June 24, 2002.

[Drawing referred to in this ordinance printed
on page 90236 of this *Journal*.]

Hyde Park Bank & Trust Company.

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

SECTION 1. Permission and authority are hereby given and granted to Hyde Park Bank & Trust Company, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use concrete brick pavers, two (2) planters and one (1) awning on and over the public right-of-way adjacent to its premises known as 1539 East 53rd Street. Said concrete brick pavers and planters are for beautification purposes. Public way encroachments are described as follows:

Along East 53rd Street sidewalk brick pavers shall measure fifty-seven (57) feet, four (4) inches in length and six (6) feet, eight (8) inches in width.

Along East 53rd Street there shall be two (2) planters. Each planter shall measure ten (10) feet, four (4) inches in length and six (6) feet in width. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times.

Along East 53rd Street shall be one (1) awning twelve (12) feet, four (4) inches in length and three (3) feet in width. Said awning shall be twelve (12) feet, eight (8) inches above grade.

The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

(Continued on page 90237)

(Continued from page 90235)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018654 herein granted the sum of Fifty and no/100 Dollars (\$50.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 90238 through 90239 of this *Journal*.]

Jewish Federation Of Metropolitan Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Jewish Federation of Metropolitan Chicago, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, one (1) conduit under and along the public right-of-way on West Arcade Place. Said conduit shall be used to provide utility cables from One South Franklin Street. Said conduit shall measure fifteen (15) feet in length and one (1) foot in width for a total of fifteen (15) square feet. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

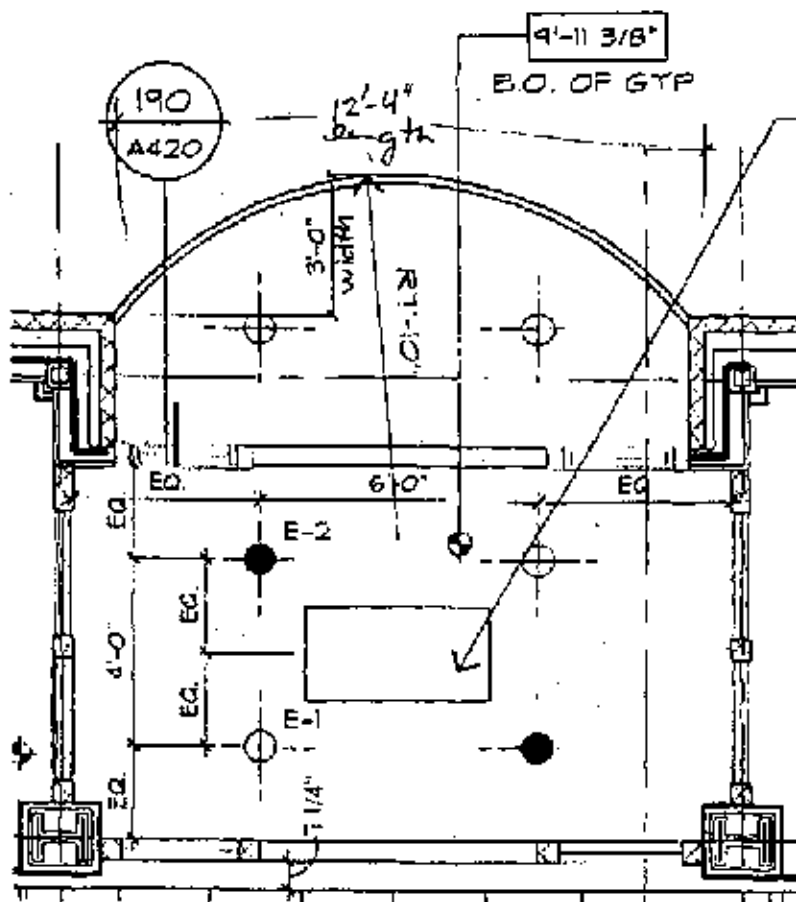
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 90240)

Ordinance associated with this drawing printed on
pages 90235 through 90237 of this Journal.

HYDE PARK 02060.001

FRONT CANOPY DIMENSIONS



(Continued from page 90237)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018812 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 2, 2002.

[Drawing referred to in this ordinance printed
on page 90241 of this *Journal*.]

LaSalle National Bank, Under Trust Number 40940.

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

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, under Trust Number 40940, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, two (2) ramps under the sidewalk area in East Chestnut Street and East Pearson Street to be used for ingress and egress in connection with parking facilities in the lower level of the premises known as 835 North Michigan Avenue. The ingress ramp to be located on the southerly side of East Chestnut Street will begin at a point approximately sixty (60) feet from the southeast corner of North Michigan Avenue and East Chestnut Street and shall be approximately eighteen and six-tenths (18.6) feet in width and approximately one hundred eighty-six (186) feet in length. The egress ramp on the northerly side of East Pearson Street will begin approximately one hundred twenty-two (122) feet from the northeast corner of North Michigan Avenue and East Pearson Street and shall be approximately twenty-three and seventy-five hundredths (23.75) feet in width and approximately one hundred twenty-four (124) feet in length. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 90242)

(Continued from page 90240)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018804 herein granted the sum of Thirty-four Thousand Four Hundred Thirty-one and no/100 Dollars (\$34,431.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after June 1, 2002.

[Drawing referred to in this ordinance printed
on page 90243 of this *Journal*.]

Lathomas Property Services.

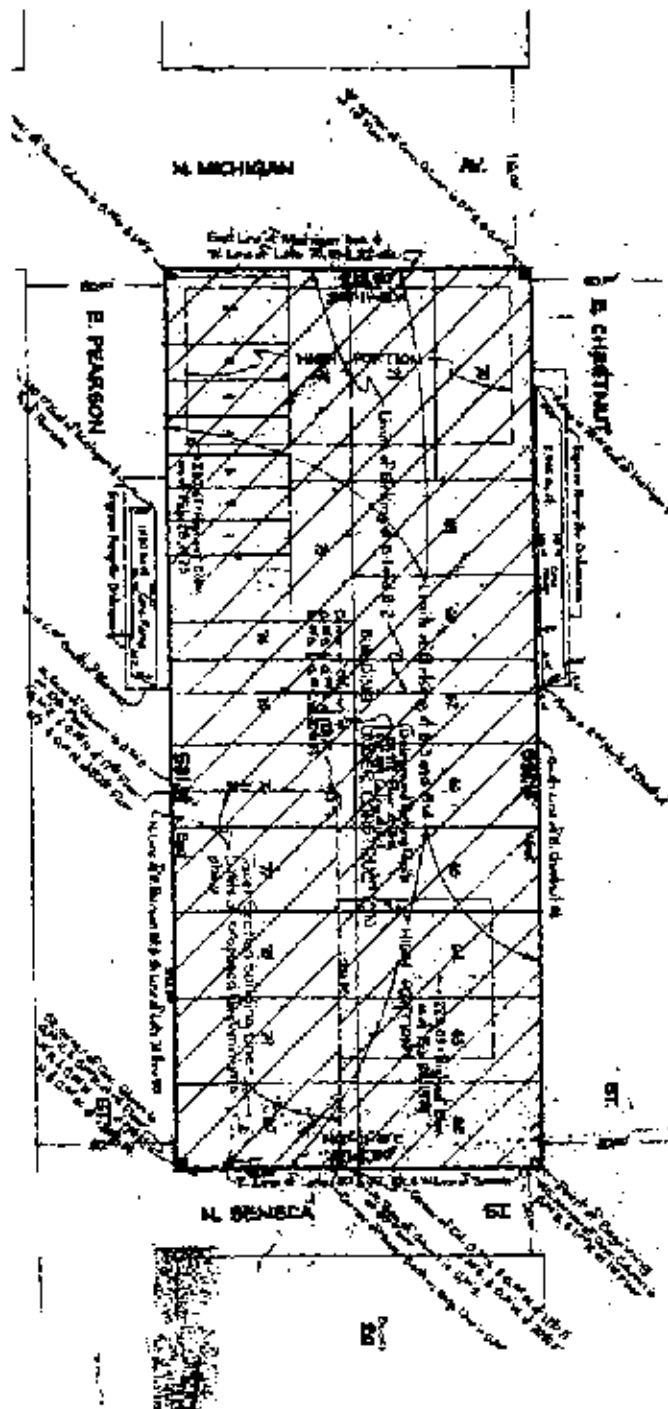
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Lathomas Property Services, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, bay windows and vaults over and under the public right-of-way adjacent to its premises known as 900 North Rush Street and described as follows: said bay windows shall be located on floors three (3) through seventeen (17).

Two (2) sets thereof, to be held over the west sidewalk of North Rush Street and two (2) sets thereof, to be held over the north sidewalk of East Delaware Place. Said bay windows shall each protrude over the public right-of-way one and eighty-three hundredths (1.83) feet. The set of windows held over North Rush Street furthest

(Continued on page 90244)

Ordinance associated with this drawing printed on
pages 90240 through 90242 of this *Journal*.



(Continued from page 90242)

north shall be thirteen and twenty-five hundredths (13.25) feet in length; the set furthest south shall be eleven and thirty-three hundredths (11.33) feet in length. The set of windows held over East Delaware Place furthest west shall be thirteen and twenty-five hundredths (13.25) feet in length; the set furthest east shall be eleven and thirty-three hundredths (11.33) feet in length. Said vaulted sidewalk area shall be "L" shaped, and each portion shall have the following dimensions: under and along the west sidewalk of North Rush Street, said vaulted area shall commence at the south line of the east/west public alley north of East Delaware Place and shall run southerly therefrom, a total length of one hundred thirteen (113) feet, at a width of fourteen and five-tenths (14.5) feet, and at a depth of eight and five-tenths (8.5) feet. Under and along the north sidewalk of East Delaware Place, said vaulted area shall commence at the west line of North Rush Street, and shall run westerly therefrom, a total length of ninety-four (94) feet, at a width of fourteen and five-tenths (14.5) feet, and at a depth of thirteen and five-tenths (13.5) feet.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

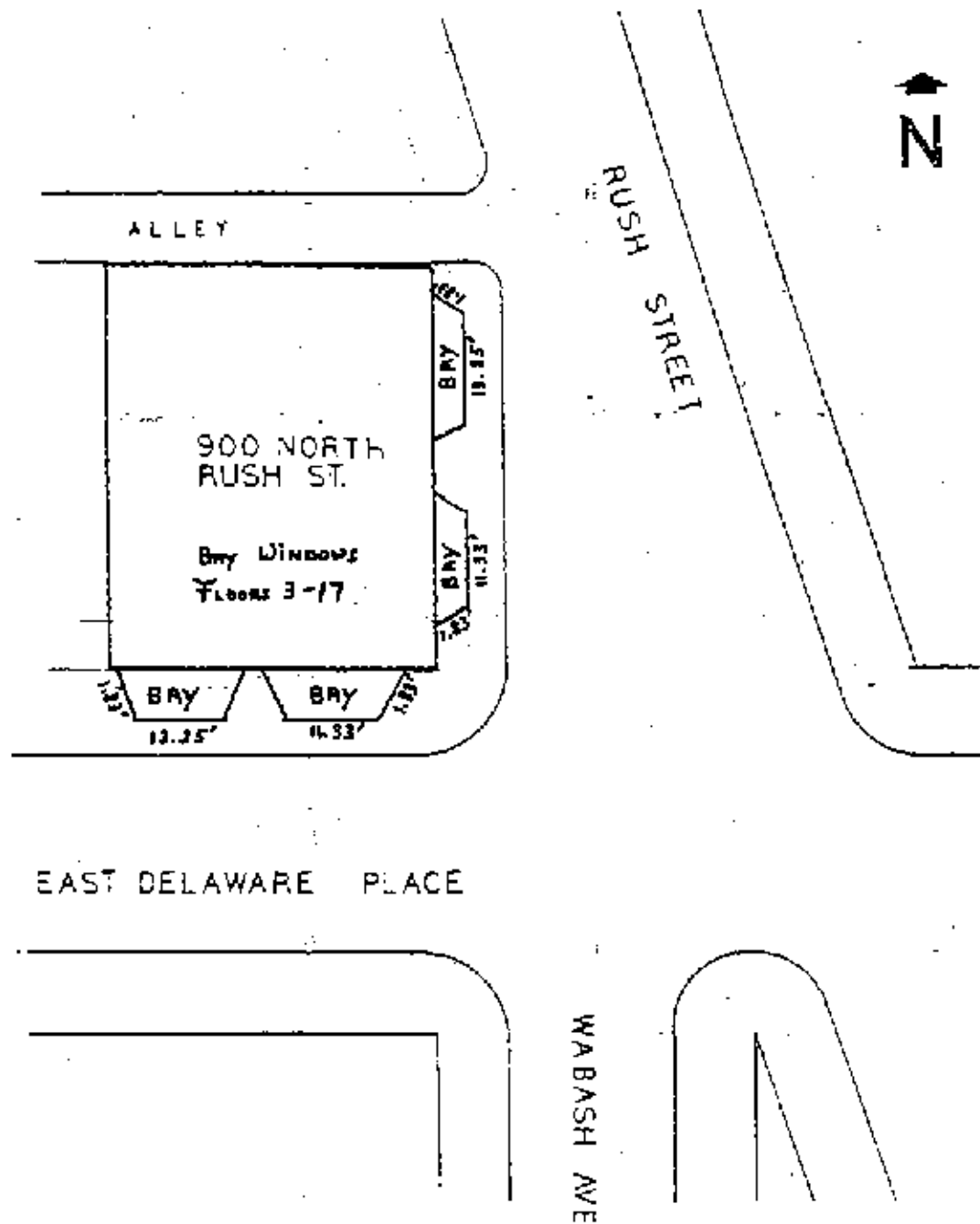
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018823 herein granted the sum of Seven Thousand Two Hundred Fifty-nine and no/100 Dollars (\$7,259.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 29, 2002.

[Drawing referred to in this ordinance printed
on page 90245 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 90242 through 90244 of this *Journal*.



Lou Mitchell's.

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

SECTION 1. Permission and authority are hereby given and granted to Lou Mitchell's, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, five (5) planters and three (3) railings on the public right-of-way for beautification purposes adjacent to its premises known as 565 West Jackson Boulevard. Said planters and railings shall be installed a minimum of thirty (30) inches from the face of the curb line and shall leave a minimum of six (6) feet of clear space along the sidewalk area at all times for pedestrian traffic.

Planters:

Four (4) planters shall measure twenty (20) inches in depth and twenty-one (21) inches in height and one (1) planter shall measure one (1) foot in length and four (4) feet in width.

Railings:

Two (2) railings shall measure two (2) feet in length and two (2) feet in width with a height of forty and one-half (40½) inches. One (1) railing shall measure six (6) feet in length and forty and one-half (40½) inches in height.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

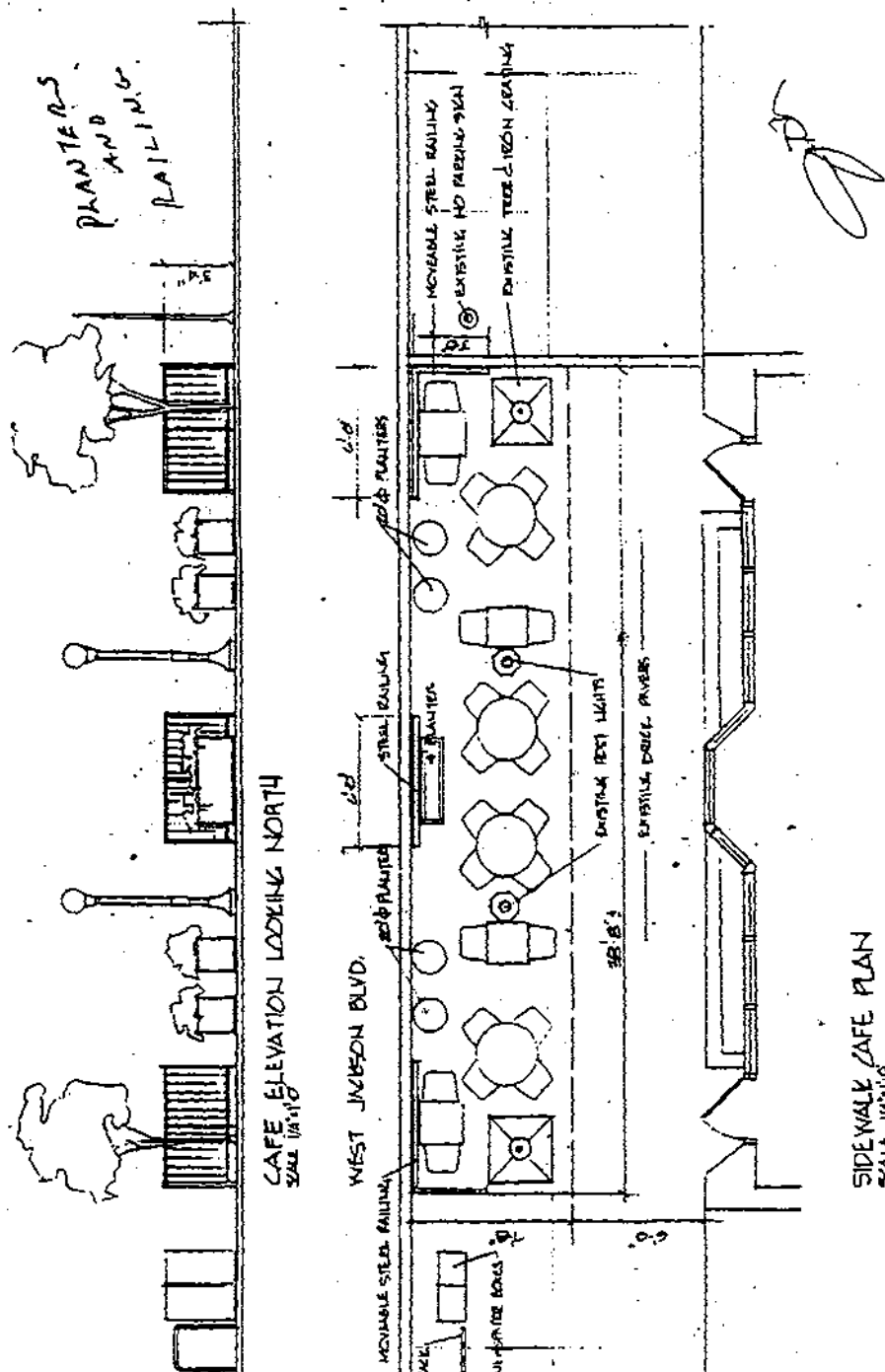
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018577 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after May 14, 2002.

[Drawing referred to in this ordinance printed
on page 90247 of this *Journal*.]

Ordinance associated with this drawing printed
on page 90246 of this Journal.



Mr. Alex Melnychuk.

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

SECTION 1. Permission and authority are hereby given and granted to Alex Melnychuk, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use two (2) balconies projecting over the public right-of-way adjacent to its premises known as 1633 -- 1635 North Clybourn Avenue. Along North Clybourn Avenue each balcony shall measure thirty-one (31) feet in length and five (5) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018826 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed on
page 90249 of this *Journal*.]

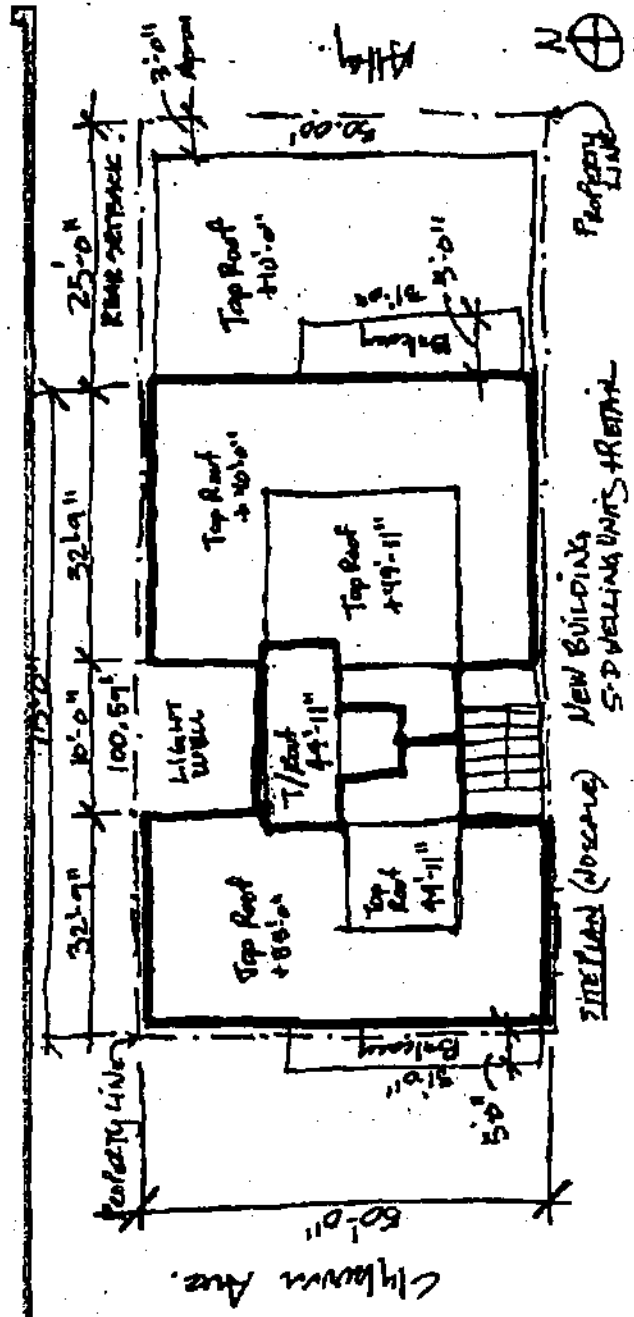
MR Properties.

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

SECTION 1. Permission and authority are hereby given and granted to MR Properties, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use six (6) balconies, three (3) entrance canopies and ten (10) planters projecting over and placed on the public right-of-way adjacent

(Continued on page 90250)

Ordinance associated with this drawing printed
on page 90248 of this Journal.



1633 N. CLAY BOURN AVE.

(Continued from page 90248)

to its premises known as 950 West Monroe Street. The locations and measurements for said privileges are as follows:

Balconies:

Said balconies shall be located directly above the 950 West Monroe Street entrance at floors four (4) through nine (9) projecting a maximum of one (1) foot, eleven (11) inches over the public way. Said balconies shall measure fourteen (14) feet in length and six (6) feet in width.

Entrance Canopies:

The main entrance canopy over the front door at 950 West Monroe Street shall measure nineteen (19) feet, six (6) inches in length and one and eleven-hundredths (1.11) inches in width. Two (2) more entrance canopies at the southwest building corner located at West Monroe Street and South Morgan Street and the southeast building corner located at West Monroe Street and South Sangamon Street shall measure eleven (11) feet in length and two (2) feet in width.

Planters:

Said planters shall sit entirely in the public way but will permit sidewalk clearance of six (6) feet for pedestrians. Nine (9) planters shall be located along West Monroe Street and shall measure twelve (12) feet in length and five (5) feet, four (4) inches in width. One (1) planter shall be located along South Sangamon Street and shall measure twenty-four (24) feet in length and five (5) feet, four (4) inches in width.

The location of said privileges shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

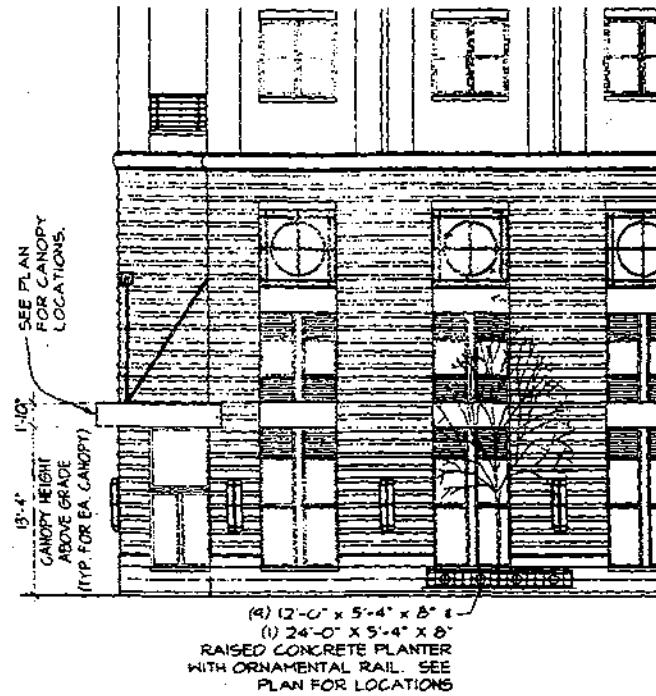
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1016964 herein granted the sum of Four Hundred Fifty and no/100 Dollars (\$450.00) per annum, in advance.

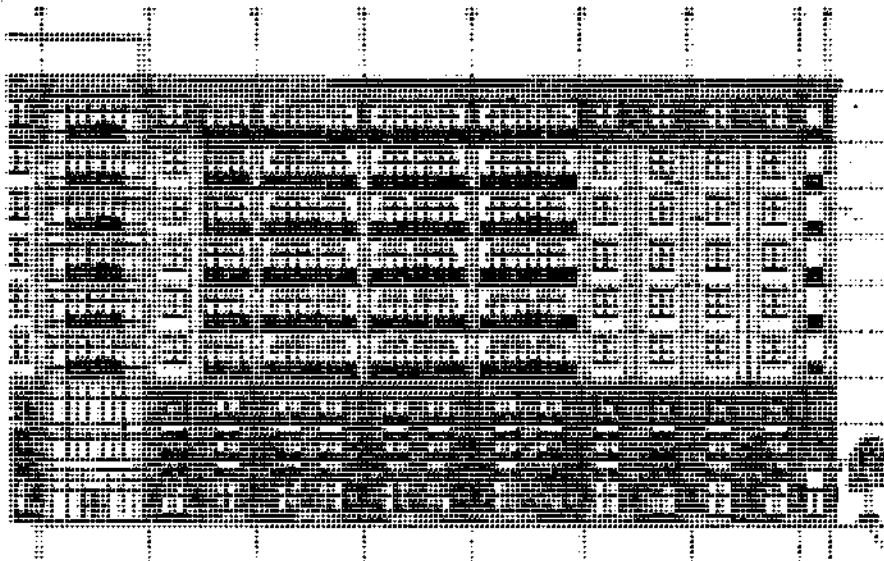
Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90251 of this *Journal*.]

Ordinance associated with this drawing printed on
pages 90248 through 90250 of this *Journal*.



2 PUBLICWAY CANOPY ELEVATION
NOT TO SCALE



4 PUBLICWAY FRONT ELEVATION
NOT TO SCALE

FITZGERALD
ASSOCIATES
ARCHITECTS

312 West Lake Street
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312.563.9900
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THE RECORDERS OF
950
WEST MONROE

CHICAGO,
ILLINOIS, 60607

MR. PROPERTIES
1350 E. YORRY AVE.
DIX PLAINES, IL 60018

Otis Elementary School.

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

SECTION 1. Permission and authority are hereby given and granted to Otis Elementary School, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) elevator over the public right-of-way adjacent to its premises known as 525 North Armour Street. The structure being built to house the elevator will cross over the property line by two (2) feet in width and twelve (12) feet in length. Said elevator shall provide handicap accessibility to all floors of Otis Elementary School. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018849 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90253 of this *Journal*.]

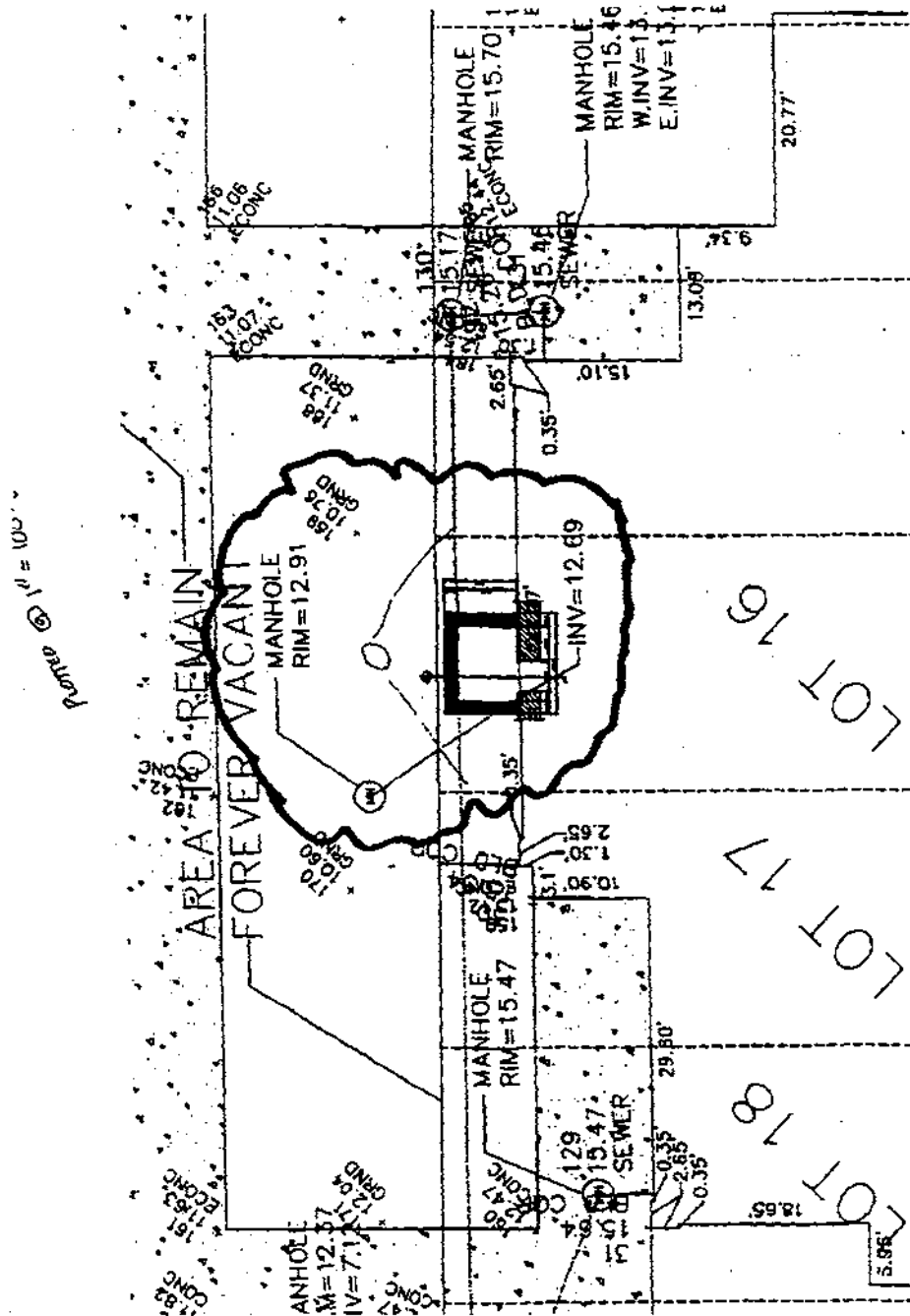
Presbytery Of Chicago.

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

SECTION 1. Permission and authority are hereby given and granted to Presbytery of Chicago, upon the terms and subject to the conditions of this

(Continued on page 90254)

Ordinance associated with this drawing printed
on page 90252 of this Journal.



OTIS SCHOOL

(Continued from page 90252)

ordinance, to maintain and use, as now constructed, one (1) existing fire escape stairs above the public right-of-way adjacent to its premises known as 2516 North Kostner Avenue. Said fire escape stairs shall be twenty-seven and one-tenth (27.1) feet in length and five and two-tenths (5.2) feet in width for a total of one hundred forty and ninety-two hundredths (140.92) square feet. Existing fire escape stairs will be used in case of emergency to exit building from fourth (4th) floor to second (2nd) floor to grade (alley). The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018755 herein granted the sum of One Hundred and no/100 Dollars (\$100.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90255 of this *Journal*.]

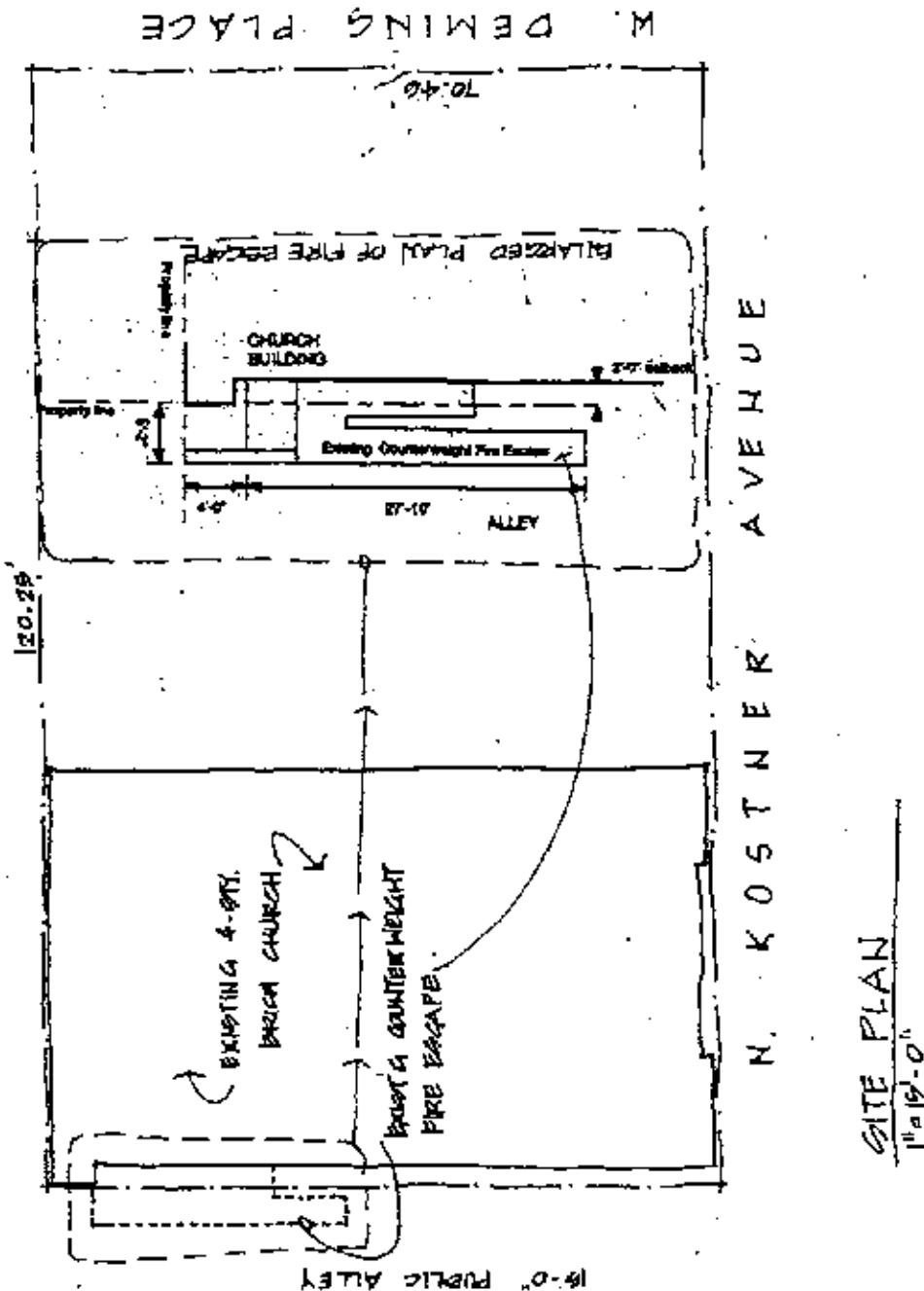
Residence Inn By Marriott.

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

SECTION 1. Permission and authority are hereby given and granted to Residence Inn By Marriott, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use one (1) structural metal and glass canopy on the public right-of-way adjacent to its premises known as 201 East Walton Place.

(Continued on page 90256)

Ordinance associated with this drawing printed on
pages 90252 through 90254 of this *Journal*.



(Continued from page 90254)

Said structural metal canopy shall be seventeen (17) feet, seven (7) inches in length and fifteen (15) feet in width for a total of two hundred fifty-five (255) square feet. This canopy replaces an existing canvas canopy at the site. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018868 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawing referred to in this ordinance printed
on page 90257 of this *Journal*.]

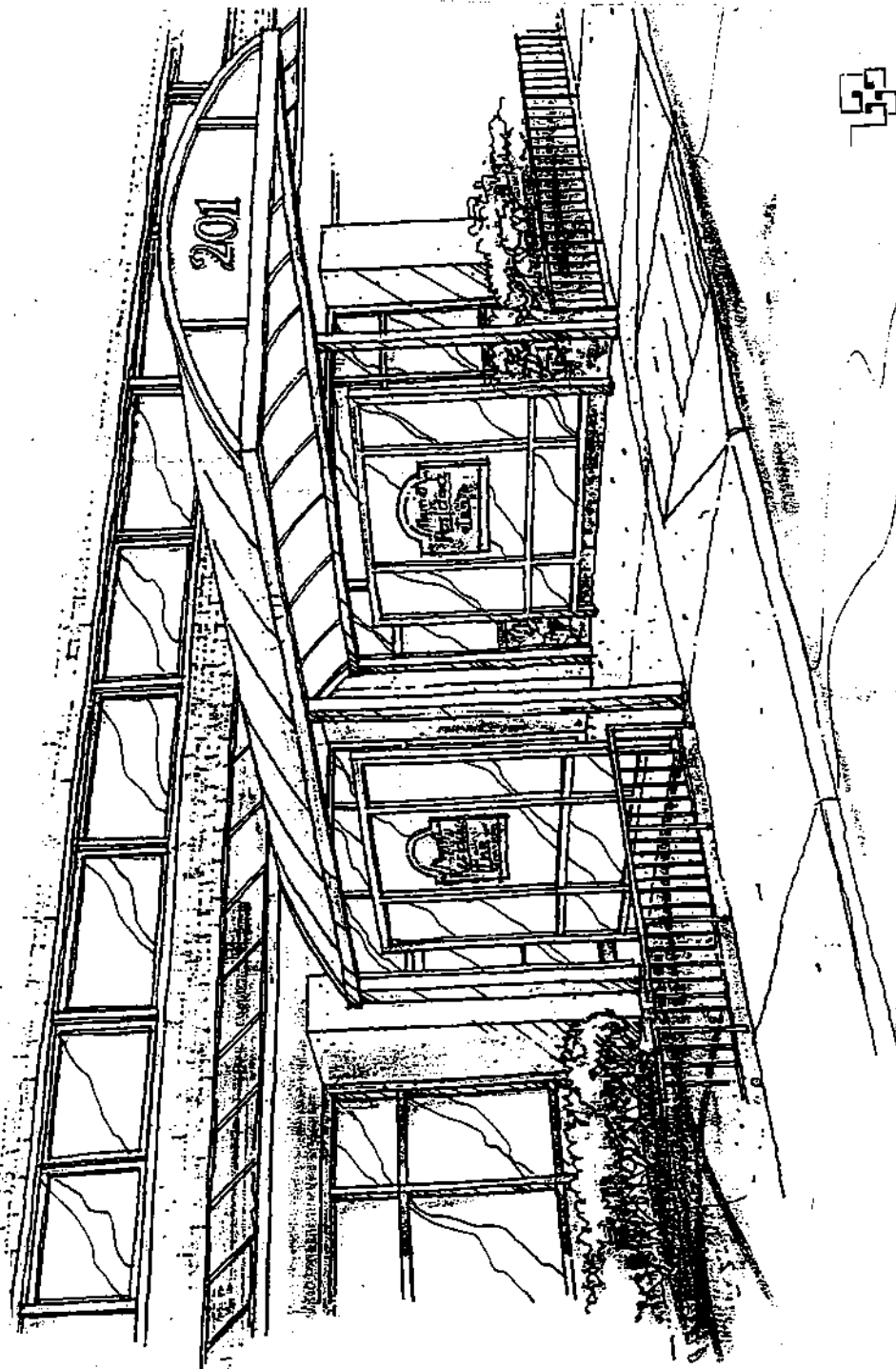
Rosebud Steakhouse.

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

SECTION 1. Permission and authority are hereby given and granted to Rosebud Steakhouse, upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, a grease interceptor under the public right-of-way adjacent to its premises known as 192 East Walton Street. Said grease interceptor shall be nine (9) feet in length and four (4) feet in width. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

(Continued on page 90258)

Ordinance associated with this drawing printed on
pages 90254 through 90256 of this *Journal*.



THE GETTYS GROUP INC.
ONE EAST WILSON STREET
SUITE 400
CHICAGO, ILLINOIS
312.836.1111 FAX 312.836.1133

HOSPITALITY DESIGN SOLUTIONS

(Continued from page 90256)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1009698 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after January 10, 2001.

[Drawing referred to in this ordinance printed on
page 90259 of this *Journal*.]

Smithfield Properties XVIII/State & Washington, L.L.C.

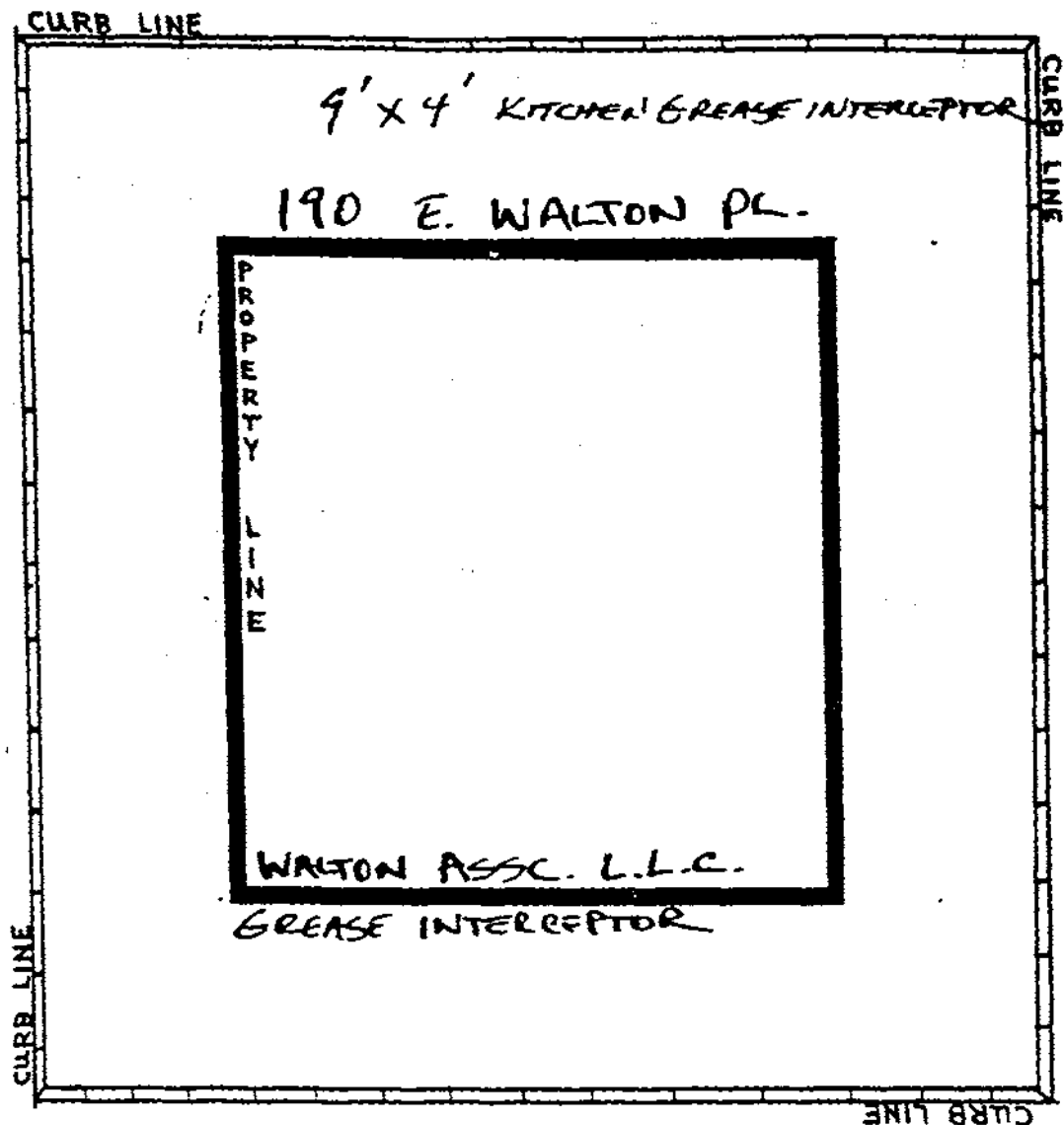
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Smithfield Properties XVIII/State & Washington, L.L.C., upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use five (5) planter boxes on the public right-of-way for beautification purposes adjacent to its premises known as 9 --21 West Washington Street. Said planter boxes shall be ten (10) feet in length and three (3) feet in width for a total of one hundred fifty (150) square feet and installed to comply with the Chicago Landscape Ordinance. Grantee must allow six (6) feet of clear and unobstructed space for pedestrian passage at all times. The location of said privilege shall be as shown on prints hereto attached, which by reference are hereby incorporated and made a part of this ordinance.

(Continued on page 90260)

Ordinance associated with this drawing printed on
pages 90256 through 90258 of this Journal.

WALTON PLACE



(Continued from page 90258)

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018632 herein granted the sum of Zero and no/100 Dollars (\$0.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after date of passage.

[Drawings referred to in this ordinance printed on pages 90261 through 90262 of this *Journal*.]

Williams-Sonoma, Inc.

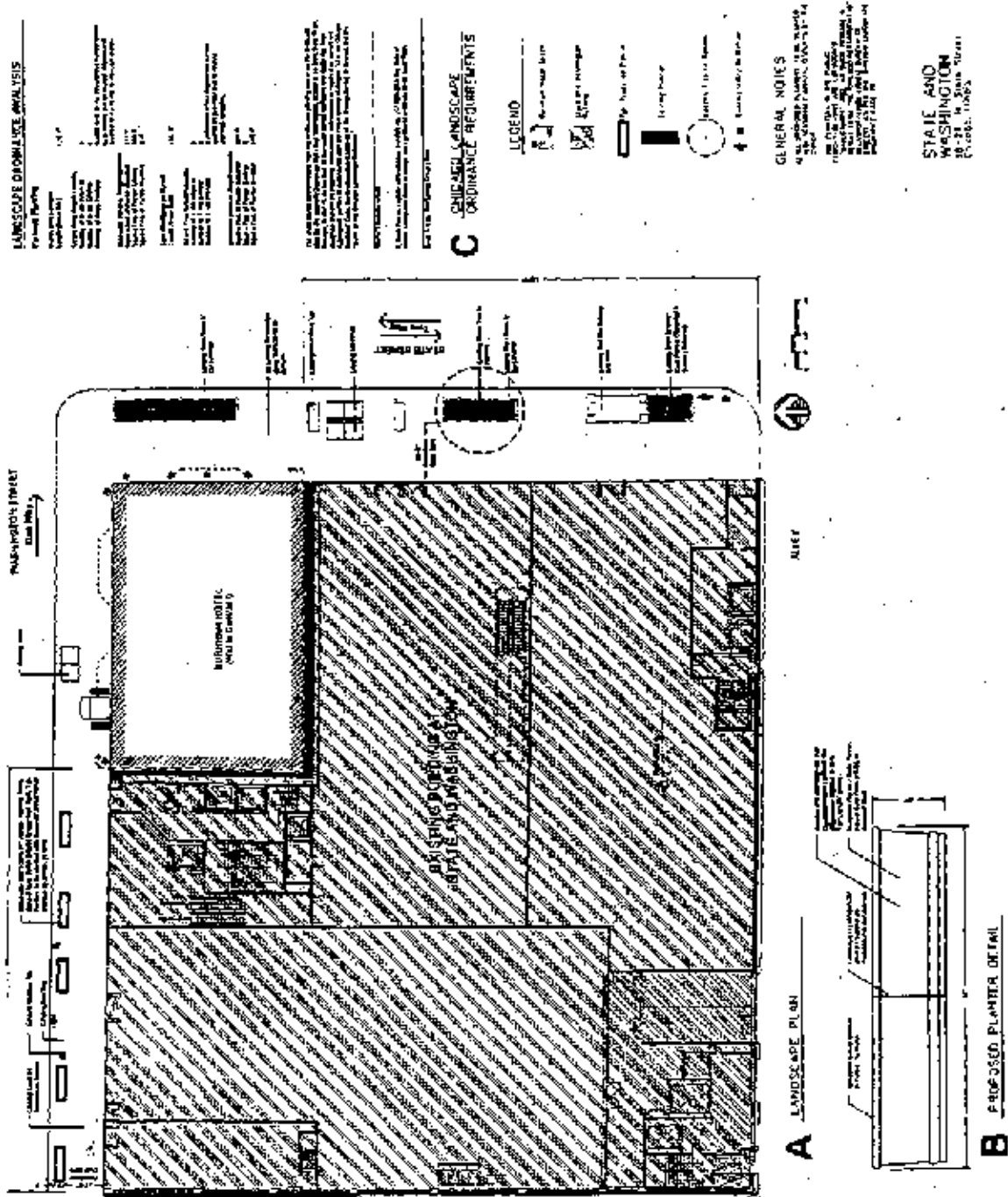
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Williams-Sonoma, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use, as now constructed, six (6) light fixtures on the public right-of-way adjacent to its premises known as 730 North Michigan Avenue. Said recessed light fixture shall be in the ground. Each recessed light fixture shall measure one (1) foot in length and one (1) foot in width. Recessed light fixture shall be used to light the building facade. The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance.

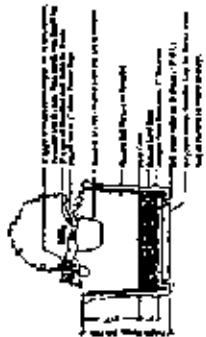
This grant of privilege in the public way shall be subject to the provisions of Section 10-28-075 of the Municipal Code of Chicago.

(Continued on page 90263)

Ordinance associated with this drawing printed on
pages 90258 through 90260 of this *Journal*.



Ordinance associated with this drawing printed on
pages 90258 through 90260 of this *Journal*.



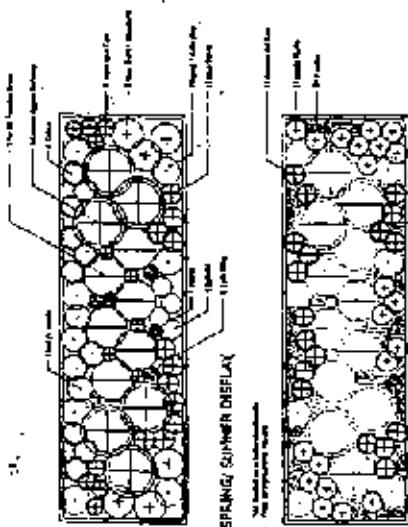
GENERAL PLANNING NOTES

[illegible]

GENERAL PLANTING NOTES

GENERAL NOTES

STATE AND
WASHINGTON
10-24 M. State Street
Chicago, Ill 60601



FULL DISPLAY

WINTER DISPLAY (BOTH PLANTERS). No entry fee!

...the ...

PLAYERS OF PERSONAL DISH

[illegible]

• **Major planning decisions** "The old planning system will have to pay a little extra to get the support of the 100,000 people who will be affected by the plan." — *Financial Times*, 10/10/84

Plant list

(Continued from page 90260)

The grantee shall pay to the City of Chicago as compensation for the privilege Number 1018806 herein granted the sum of Six Hundred and no/100 Dollars (\$600.00) per annum, in advance.

Authority herein given and granted for a period of five (5) years from and after July 2, 2002.

[Drawings referred to in this ordinance printed
on page 90264 of this *Journal*.]

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed orders transmitted herewith (referred on June 19, 2002) to construct, maintain and use sundry canopies by various establishments.

(Continued on page 90265)

(Continued from page 90263)

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Busy Bumble Bee Daycare: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Busy Bumble Bee Daycare ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 10625 South Halsted Street for a period of three (3) years from and after _____ in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventeen (17) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for

the privilege Number 1018713 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

The Casino: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Casino ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 195 East Delaware Place for a period of three (3) years from and after July 8, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length and ten (10) feet in width. The Permittee shall pay to the City of Chicago, as compensation for the privilege Number 1018794 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Catholic Health Partners: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Catholic Health Partners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2520 North Lakeview Avenue for a period of three (3) years from and after June 6, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-four (24) feet in length and nine (9) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018715 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Chavez Lounge & Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Chavez Lounge & Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2255 West Taylor Street for a period of three (3) years from and after May 15, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty (50) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018558 the sum of Seventy-five and no/100 Dollars (\$75.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Club Lucky, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Club Lucky, Inc. ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1824 West Wabansia 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 Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at thirty-two (32) feet in length and eight (8) feet in width. The Permittee shall pay to the City of Chicago, as compensation for the privilege Number 1018756 the sum of One Hundred Fourteen and no/100 Dollars (\$114.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Mr. Daniel J. Doolin: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Daniel J. Doolin ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 511 North Halsted Street for a period of three (3) years from and after July 24, 2002 in accordance with the

ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-seven and nine-tenths (37.9) feet in length and four (4) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018674 the sum of Sixty-five and no/100 Dollars (\$65.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Mr. George Jimenez: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to George Jimenez ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2157 South Damen Avenue for a period of three (3) years from and after May 17, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifty-four (54) feet in length and two (2) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018841 the sum of Seventy-nine and no/100 Dollars (\$79.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Merchandise Mart Properties, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Merchandise Mart Properties, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 336 North Wells Street for a period of three (3) years from and after June 9, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length and fourteen (14) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018564 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 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 obligation arising out of the construction, repair, replacement,

cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

The Neopolitan Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Neopolitan Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1212 North Wells Street for a period of three (3) years from and after _____ in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-nine (29) feet in length and six and six-tenths (6.6) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018743 the sum of Fifty-four and no/100 Dollars (\$54.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Paper Place Condominiums: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Paper Place Condominium ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 801 South Wells Street for a period of three (3) years from and after May 19, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length and twelve (12) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018630 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Plaza On Dewitt: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Plaza On Dewitt ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 260 East Chestnut Street for a period of three (3) years from and after July 10, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-two (32) feet in length and twenty-two (22) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018795 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

The Quadrangle Club: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Quadrangle Club ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1155 East 57th Street for a period of three (3) years from and after July 27, 2002 in accordance with the

ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve and eight-tenths (12.8) feet in length and nine and seven-tenths (9.7) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018843 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

Tantrum: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Tantrum ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 1023 South State Street for a period of three (3) years from and after June 9, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at sixteen (16) feet in length and three (3) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018747 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

110 E. Pearson Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 110 E. Pearson Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 110 East Pearson Street for a period of three (3) years from and after July 12, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-feet (36) feet in length and twelve (12) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018785 the sum of Sixty-one and no/100 Dollars (\$61.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

205 North Michigan Building/B.T.S. Owners, L.L.C.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 205 North Michigan Building/B.T.S. Owners, L.L.C. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 205 North Michigan Avenue for a period of three (3) years from and after July 19, 2002 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Transportation and approved by the Commissioner of Buildings and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-six (26) feet in length and fifteen (15) feet in width. The Permittee shall pay to the City of Chicago as compensation for the privilege Number 1018796 the sum of Fifty-one and no/100 Dollars (\$51.00) 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 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 obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy 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 of the City of Chicago and the Director of Revenue at 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 Director of Revenue.

AUTHORIZATION FOR GRANTS OF PRIVILEGE
IN PUBLIC WAY FOR SIDEWALK CAFES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on June 19, 2002) for various establishments to maintain and use portions of the public right-of-way for sidewalk cafes.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Andies Restaurant II.

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

SECTION 1. Permission and authority are hereby given and granted to Andies Restaurant II, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for sidewalk cafes adjacent to its premises located at 1461 -- 1467 West Montrose Avenue. Said sidewalk cafe area Number 1 shall be thirty-six (36) feet in length and twelve (12) feet in width and sidewalk cafe area Number 2 shall be thirty-one (31) feet in length and eleven and five-tenths (11.5) feet in width for a total of seven hundred eighty-eight and five-tenths (788.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Montrose Avenue and North Greenview Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Tuesday through Thursday, 4:00 P.M. to 10:00 P.M.

Friday through Sunday, 12:00 Noon to 10:30 P.M.

Compensation: \$867.35/Seating: 40.

This grant of privilege Number 1018557 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Cafe Sushi-Wells.

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

SECTION 1. Permission and authority are hereby given and granted to Cafe Sushi-Wells, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for sidewalk cafes adjacent to its premises located at 1342 North Wells Street. Said sidewalk cafe area Number 1 shall be twenty-nine (29) feet in length and nine and six-tenths (9.6) feet in width and sidewalk cafe area Number 2 shall be thirty (30) feet in length and six (6) feet in width for a total of four hundred fifty-eight and four-tenths (458.4) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Evergreen Avenue and North Wells Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Tuesday through Saturday, 11:00 A.M. to 11:00 P.M.

Sunday, 12:30 P.M. to 10:00 P.M.

Compensation: \$720.24/Seating: 16.

This grant of privilege Number 1018584 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Caffe Baci.

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

SECTION 1. Permission and authority are hereby given and granted to Caffe Baci, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 332 South Michigan Avenue. Said sidewalk cafe area shall be thirty-four (34) feet in length and eight (8) feet in width for a total of two hundred seventy-two (272) square feet and shall allow six (6) feet of clear space from the face

of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Tuesday through Sunday, 8:00 A.M. to 8:00 P.M.

Compensation: \$600.00/Seating: 24.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1018791 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Jack's Place.

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

SECTION 1. Permission and authority are hereby given and granted to Jack's Place, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2917 West Armitage Avenue. Said sidewalk cafe area shall be sixteen (16) feet in length and five (5) feet in width for a total of eighty (80) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Armitage Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 9:00 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 9.

This grant of privilege Number 1018847 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Jerry's Sandwiches.

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

SECTION 1. Permission and authority are hereby given and granted to Jerry's Sandwiches, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1045 West Madison Street. Said sidewalk cafe area shall be fourteen and six-tenths (14.6) feet in length and nine and nine-tenths (9.9) feet in width for a total of one hundred forty-four and fifty-four hundredths (144.54) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Madison Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 9:00 A.M. to 8:30 P.M.

Compensation: \$600.00/Seating: 12.

This grant of privilege Number 1018745 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Liquid Kitty.

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

SECTION 1. Permission and authority are hereby given and granted to Liquid Kitty, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 228 West Chicago Avenue. Said sidewalk cafe area shall be fourteen and one-tenth (14.1) feet in length and nine (9) feet in width for a total of one hundred twenty-six and nine-tenths (126.9) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Chicago Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 5:00 P.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 8.

This grant of privilege Number 1018633 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Narcisse.

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

SECTION 1. Permission and authority are hereby given and granted to Narcisse, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 710 North Clark Street. Said sidewalk cafe area shall be twenty (20) feet in length and fifteen (15) feet in width for a total of three hundred (300) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Clark Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Saturday, 5:00 P.M. to 11:00 P.M.
Sunday, 9:00 P.M. to 11:00 P.M.

Compensation: \$690.00/Seating: 15.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1018800 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Oggi Trattoria & Caffè.

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

SECTION 1. Permission and authority are hereby given and granted to Oggi Trattoria & Caffè, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1378 West Grand Avenue. Said sidewalk cafe area shall be twenty-eight (28) feet in length and eight (8) feet in width for a total of two hundred twenty-four (224) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Noble Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 10:00 A.M. to 10:00 P.M.
Friday and Saturday, 10:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 24.

This grant of privilege Number 1018598 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

O'Nae's Gourmet Coffee Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to O'Nae's Gourmet Coffee Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 11754 South Western Avenue. Said sidewalk cafe area shall be seven (7) feet in length and nine (9) feet in width for a total of sixty-three (63) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Western Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Friday, 8:00 A.M. to 8:00 P.M.

Saturday, 8:00 A.M. to 4:00 P.M.

Compensation: \$600.00/Seating: 6.

This grant of privilege Number 1018779 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Que Rico.

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

SECTION 1. Permission and authority are hereby given and granted to Que Rico upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2814 North Southport Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and twelve (12) feet in width for a total of two hundred forty (240) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Southport Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 5:00 P.M. to 11:00 P.M.

Friday and Saturday, 12:00 Noon to 11:00 P.M.

Sunday, 12:00 Noon to 10:00 P.M.

Compensation: \$600.00/Seating: 24.

This grant of privilege Number 1018628 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Roong Petch Thai Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Roong, Petch Thai Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 1828 West Montrose Avenue. Said sidewalk cafe area shall be thirty-three (33) feet in length and nine and five-tenths (9.5) feet in width for a total of three hundred thirteen and five-tenths (313.5) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along

West Montrose Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 11:30 A.M. to 10:00 P.M.
Friday and Saturday, 11:30 A.M. to 10:30 P.M.

Compensation: \$600.00/Seating: 14.

This grant of privilege Number 1018718 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Savoy Bar & Grill.

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

SECTION 1. Permission and authority are hereby given and granted to Savoy Bar & Grill, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 800 South Michigan Avenue. Said sidewalk cafe area shall be twelve (12) feet in length and thirty-six (36) feet in width for a total of four hundred thirty-two (432) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along South Michigan Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:00 A.M. to 11:00 P.M.

Compensation: \$777.60/Seating: 44.

This grant of privilege Number 1018748 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Starbucks Coffee Number 2515.

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2515, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2275 North Lincoln Avenue. Said sidewalk cafe area shall be fifty-two (52) feet in length and nine (9) feet in width for a total of four hundred sixty-eight (468) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 8:00 A.M. to 9:30 P.M.

Saturday, 8:00 A.M. to 10:00 P.M.

Sunday, 8:00 A.M. to 9:00 P.M.

Compensation: \$842.40/Seating: 21.

This grant of privilege Number 1018836 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Starbucks Coffee Number 2568.

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

SECTION 1. Permission and authority are hereby given and granted to Starbucks Coffee Number 2568, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4365 West Irving Park Road. Said sidewalk cafe area shall be thirty-five (35) feet in length and nine (9) feet in width for a total of three hundred fifteen (315) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Kostner Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Sunday, 8:30 A.M. to 10:00 P.M.

Compensation: \$600.00/Seating: 16.

This grant of privilege Number 1018848 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Thai Pastry And Restaurant.

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

SECTION 1. Permission and authority are hereby given and granted to Thai Pastry and Restaurant, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 4925 North Broadway. Said sidewalk cafe area shall be thirty-five (35) feet in length and twelve (12) feet in width for a total of four hundred twenty (420) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Broadway. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 10:00 P.M.

Friday and Saturday, 11:00 A.M. to 11:00 P.M.

Compensation: \$600.00/Seating: 28.

This grant of privilege Number 1018790 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

U.S. Beer.

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

SECTION 1. Permission and authority are hereby given and granted to U.S. Beer, upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for sidewalk cafes adjacent to its premises located at 1801 North Clybourn Avenue. Said sidewalk cafe area Number 1 shall be seventy-eight (78) feet in length and five (5) feet in width and sidewalk cafe area Number 2 shall be twenty-three (23) feet in length and six (6) feet in width for a total of five hundred twenty-eight (528) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Sheffield Avenue and West Willow Street. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday, 11:00 A.M. to 8:00 P.M.

Tuesday, 8:00 A.M. to 8:00 P.M.

Wednesday through Saturday, 11:00 A.M. to 10:00 P.M.

Sunday, 11:00 A.M. to 6:00 P.M.

Compensation: \$600.00/Seating: 48.

This grant of privilege Number 1018839 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Vallarta.

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

SECTION 1. Permission and authority are hereby given and granted to Vallarta, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 431 North Wells Street. Said sidewalk cafe area shall be sixty-one (61) feet in length and ten (10) feet in width for a total of six hundred ten (610) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along West Hubbard Street. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Friday, 12:00 Noon to 10:00 P.M.

Saturday, 12:00 Noon to 11:00 P.M.

Sunday, 12:00 Noon to 9:00 P.M.

Compensation: \$671.00/Seating: 40.

All sidewalk cafes must leave six (6) feet of clear space for pedestrian movement between the outer edge of the sidewalk cafe and the curb line.

Amplification of sound is prohibited.

Sidewalk cafes shall not operate earlier than 8:00 A.M., nor later than 11:00 P.M.

This grant of privilege Number 1018792 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

Via Veneto, Inc.

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

SECTION 1. Permission and authority are hereby given and granted to Via Veneto, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use portions of the public right-of-way for sidewalk cafes adjacent to its premises located at 6340 North Lincoln Avenue. Said sidewalk cafe area Number 1 shall be thirty (30) feet in length and twelve (12) feet in width and sidewalk cafe area Number 2 shall be thirty (30) feet in length and twelve (12) feet in width for a total of seven hundred twenty (720) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafes shall be as follows:

Monday through Sunday, 11:00 A.M. to 12:00 Midnight

Compensation: \$396.00/Seating: 78.

This grant of privilege Number 1017569 for sidewalk cafes shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

The Winds Cafe.

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

SECTION 1. Permission and authority are hereby given and granted to The Winds Cafe, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2657 North Kedzie Avenue. Said sidewalk cafe area shall be twenty (20) feet in length and seven (7) feet in width for a total of one hundred forty (140) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Kedzie Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Monday through Thursday, 1:00 P.M. to 11:00 P.M.

Friday and Saturday, 12:00 Noon to 11:00 P.M.

Sunday, 12:00 Noon to 9:00 P.M.

Compensation: \$600.00/Seating: 12.

This grant of privilege Number 1018789 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

The Three Penny Cinema.

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

SECTION 1. Permission and authority are hereby given and granted to The Three Penny Cinema, upon the terms and subject to the conditions of this ordinance, to maintain and use a portion of the public right-of-way for a sidewalk cafe adjacent to its premises located at 2424 -- 2426 North Lincoln Avenue. Said sidewalk cafe area shall be fifty-seven (57) feet in length and four and six-tenths (4.6) feet in width for a total of two hundred sixty-two and two-tenths (262.2) square feet and shall allow six (6) feet of clear space from the face of the curb/building line along North Lincoln Avenue. The compensation for said space and the days and hours of operation for the sidewalk cafe shall be as follows:

Sunday through Thursday, 11:00 A.M. to 11:00 P.M.

Friday and Saturday, 11:00 A.M. to 12:00 Midnight

Compensation: \$600.00/Seating: 36.

This grant of privilege Number 1018840 for a sidewalk cafe shall be subject to the provisions of Sections 10-28-900 through 10-28-995 of the Municipal Code of Chicago and the directions of the Director of Revenue, the Commissioner of Streets and Sanitation and the Commissioner of Transportation.

Authority for the above named privilege is herein given and granted from and after April 1, 2002 through, and including, November 1, 2002.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF
PRIVILEGE TO BIASETTI'S STEAK HOUSE FOR SIDEWALK
CAFE AT 1625 WEST IRVING PARK ROAD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Biasetti's Steak House on May 29, 2002, and printed upon page 86497 of the *Journal of the Proceedings of the City Council of the City of Chicago*, by deleting dimensions and inserting in their place new dimensions. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Biasetti's Steak House on May 29, 2002, and printed upon page 86497 of the *Journal of the Proceedings of the City Council of the City of Chicago*, is hereby amended by deleting the words "area Number 1 shall be forty-seven (47) feet in length and ten and five-tenths (10.5) feet in width" and inserting in their place the words "area Number 1 shall be twenty-three and five-tenths (23.5) feet in length and ten and five-tenths (10.5) feet in width and area Number 2 shall be twenty-three and five-tenths (23.5) feet in length and ten and five-tenths (10.5) feet in width".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED
GRANT OF PRIVILEGE TO MURPHY'S BLEACHERS
FOR SIDEWALK CAFE AT 3655 NORTH
SHEFFIELD AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an amendment to an ordinance passed by the City Council of the City of Chicago for Murphy's Bleachers on March 27, 2002, and printed upon page 82474 of the *Journal of the Proceedings of the City Council of the City of Chicago*, by deleting words of the dimensions and inserting in their place new dimensions for a revised total square footage and a revised total compensation. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Murphy's Bleachers on March 27, 2002, and printed upon page 82474 of the *Journal of the Proceedings of the City Council of the City of Chicago*, is hereby amended by deleting the words of the dimensions "area Number 1 shall be one hundred twenty (120) feet in length and fifteen (15) feet in width and Number 2 shall be fifty (50) feet in length and fifteen (15) feet in width" and inserting in their place the words "area Number 1 shall be one hundred twenty (120)

feet in length and nineteen (19) feet in width and area Number 2 shall be fifty (50) feet in length and seventeen (17) feet in width" for a revised total square footage of three thousand one hundred thirty (3,130) and a revised total compensation fee of Three Thousand Four Hundred Forty-three and no/Dollars (\$3,443.00).

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR APPROVAL OF PLAT OF BURKE'S
RESUBDIVISION AND DEDICATION OF PUBLIC
ALLEY IN AREA BOUNDED BY WEST
64TH PLACE, SOUTH NORMANDY
AVENUE, SOUTH OAK PARK
AVENUE AND LINE SOUTH
OF AND PARALLEL TO
WEST 64TH PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for Burke's Resubdivision in the area bounded by West 64th Place, South Normandy Avenue, South Oak Park Avenue and north of a line 133.0 feet south of and parallel with the south line of West 64th Place, also providing for the dedication of an east/west 16 foot public alley over the south 16 feet of the above described area. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 proposed Burke's Resubdivision in the area bounded by West 64th Place, South Normandy Avenue, South Oak Park Avenue and north of a line 133.0 feet south of and parallel with the south line of West 64th Place, also providing for the dedication of an east/west 16 foot public alley over the south 16 feet of the above described area as shown on the attached plat, when the necessary certificates are shown on said plat for Larry Burke (File Number 19-23-02-2649).

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

[Plat referred to in this ordinance printed on
page 90299 of this *Journal*.]

AUTHORIZATION FOR APPROVAL OF PLAT OF LAKE PARK
CRESCENT SUBDIVISION AND DEDICATION OF
SPECIFIED PUBLIC WAYS AND
PUBLIC PARK AREA.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for Lake Park Crescent Subdivision in the area bounded by East 40th Street, East 42nd Place, South Lake Park Avenue and the westerly right-of-way of Metra (Illinois Central Railroad) and providing for the dedication or opening of East 40th Place, East 41st Street, East 41st Place, East 42nd Street, East 42nd Place and South Oakenwald Avenue, also dedicating or opening of sundry 16 and 18 foot public alleys in the area described above. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 proposed Lake Park Crescent Subdivision in the area bounded by East 40th Street, East 42nd Place, South Lake Park Avenue and the westerly right-of-way of Metra (Illinois Central Railroad) and providing for the dedication or opening of East 40th Place, East 41st Street, East 41st Place, East 42nd Street, East 42nd Place and South Oakenwald Avenue, also dedicating or opening of sundry 16 and 18 foot public alleys in the area described above, also providing for the dedication of Block 5 in said subdivision for a public park as shown on the attached plat, when the necessary certificates are shown on said plat for the City of Chicago, Department of Planning and Development and the Chicago Housing Authority (File Number 2-4-02-2648).

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

[Plat referred to in this ordinance printed on pages
90302 through 90308 of this *Journal*.]

Ordinance associated with this plat printed
on page 90301 of this *Journal*.

LAKE PARK CRESCENT

STATE OF FLORIDA
COUNTY OF COCOA

...the ... of ...

•

THE

1. Country of Birth _____

2. Place of Birth _____

3. Age _____

4. Sex _____

5. Marital Status _____

6. Occupation _____

7. Education _____

8. Religion _____

9. Political Party _____

10. Other _____

RESEARCH METHODS

Percent of students / to
satisfactory of each /

The City of Chicago Department of Health and Environment, a limited liability corporation, is a public utility company under the laws of the State of Illinois. The City of Chicago is the sole owner of the company. The company is authorized to issue bonds for the purpose of financing its operations. The company is authorized to enter into contracts with other public utilities for the purpose of obtaining services. The company is authorized to enter into contracts with other public utilities for the purpose of obtaining services. The company is authorized to enter into contracts with other public utilities for the purpose of obtaining services.

STATE OF ALABAMA }
COUNTY OF ORANGE }

1. I am a member of the _____
2. I am a member of the _____
3. I am a member of the _____
4. I am a member of the _____
5. I am a member of the _____
6. I am a member of the _____
7. I am a member of the _____
8. I am a member of the _____
9. I am a member of the _____
10. I am a member of the _____

by Christopher Lutz

THE UNIVERSITY OF CHICAGO
CHICAGO, ILLINOIS

The Director of the Bureau of Prisons has been advised by the Attorney General that the Bureau of Prisons is authorized to accept applications from persons who are interested in becoming members of the Federal Bureau of Investigation.

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.



100

Thomas F. Cummings
2000 E. 10th Street, Apt. 212
Denver, CO 80202
773-444-1111

Ordinance associated with this plat printed
on page 90301 of this *Journal*.

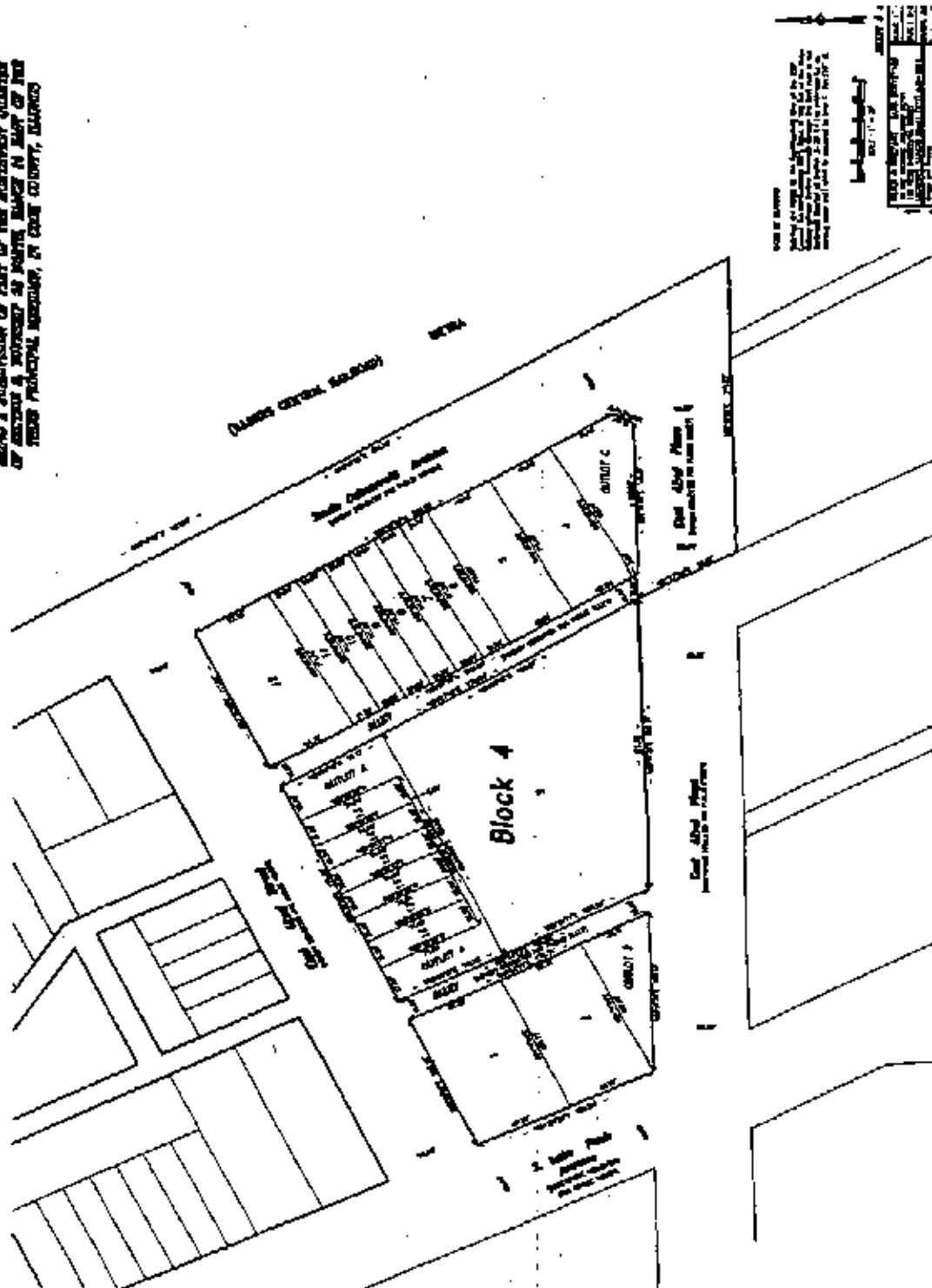
LAKE PARK CRESCENT

REMARKS OF PRESIDENT OF THE UNITED STATES
AT WASHINGTON, D.C., ON MONDAY, JANUARY 10, 1906

Ordinance associated with this plat printed
on page 90301 of this *Journal*.

LAKE PARK CRESCENT

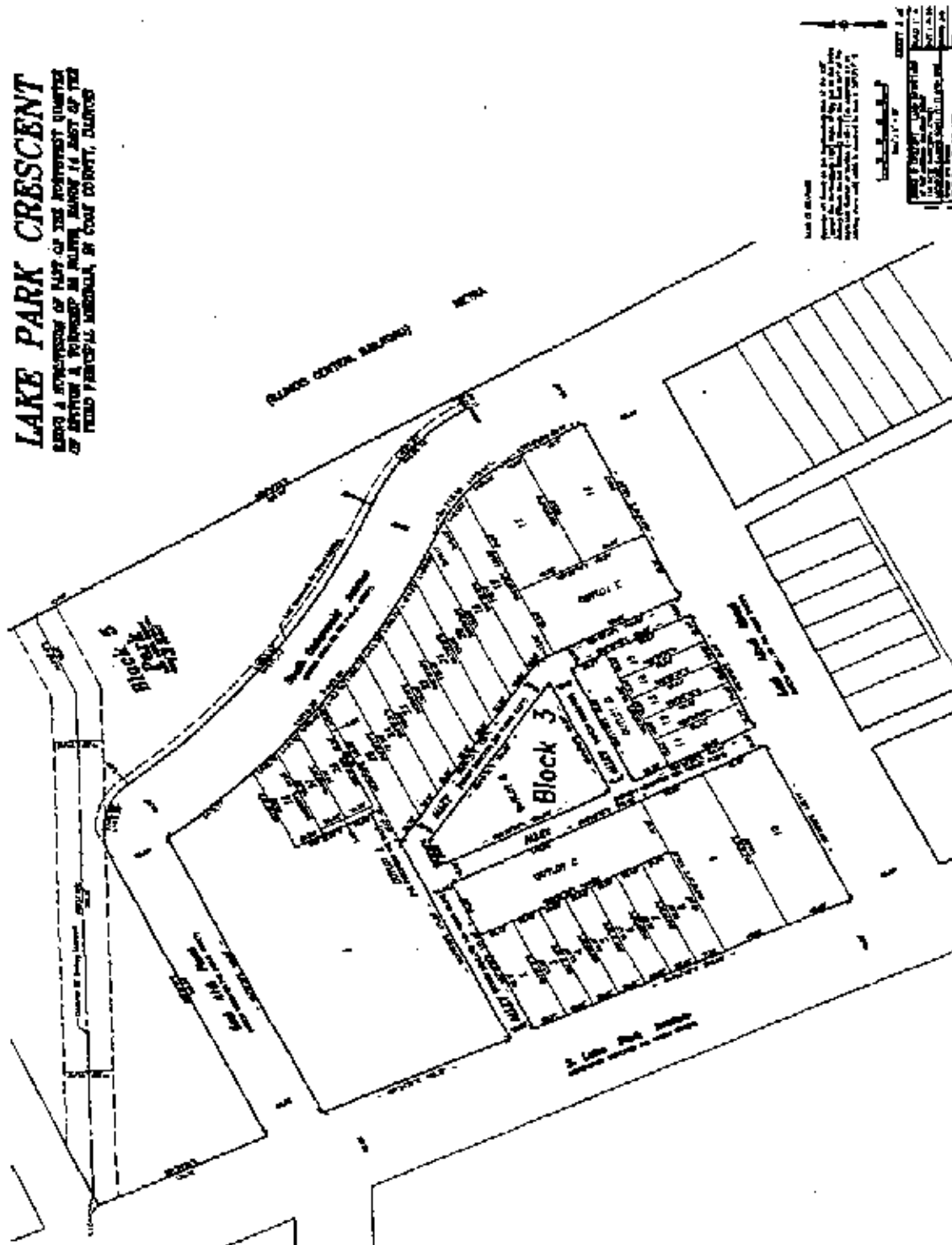
BEING A SUBDIVISION OF PART OF THE ACRES OF THE
OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



Ordinance associated with this plat printed
on page 90301 of this *Journal*.

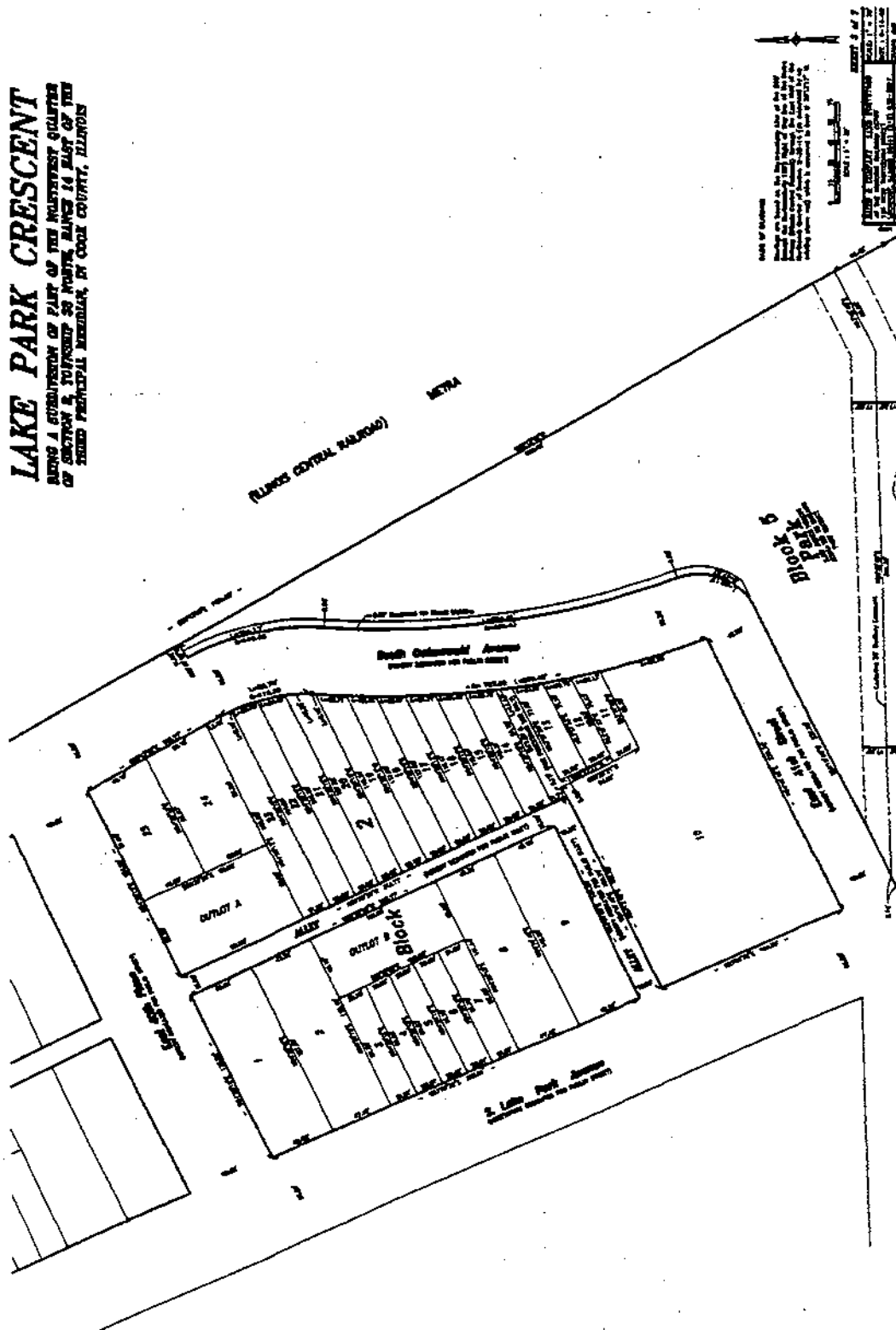
LAKE PARK CRESCENT

Block 3, Subdivision of Part of the Northeast Quarter
of Section 4, Township 4N, Range 14E, East of the
Tenth Principal Meridian, in Cook County, Illinois



Ordinance associated with this plat printed
on page 90301 of this *Journal*.

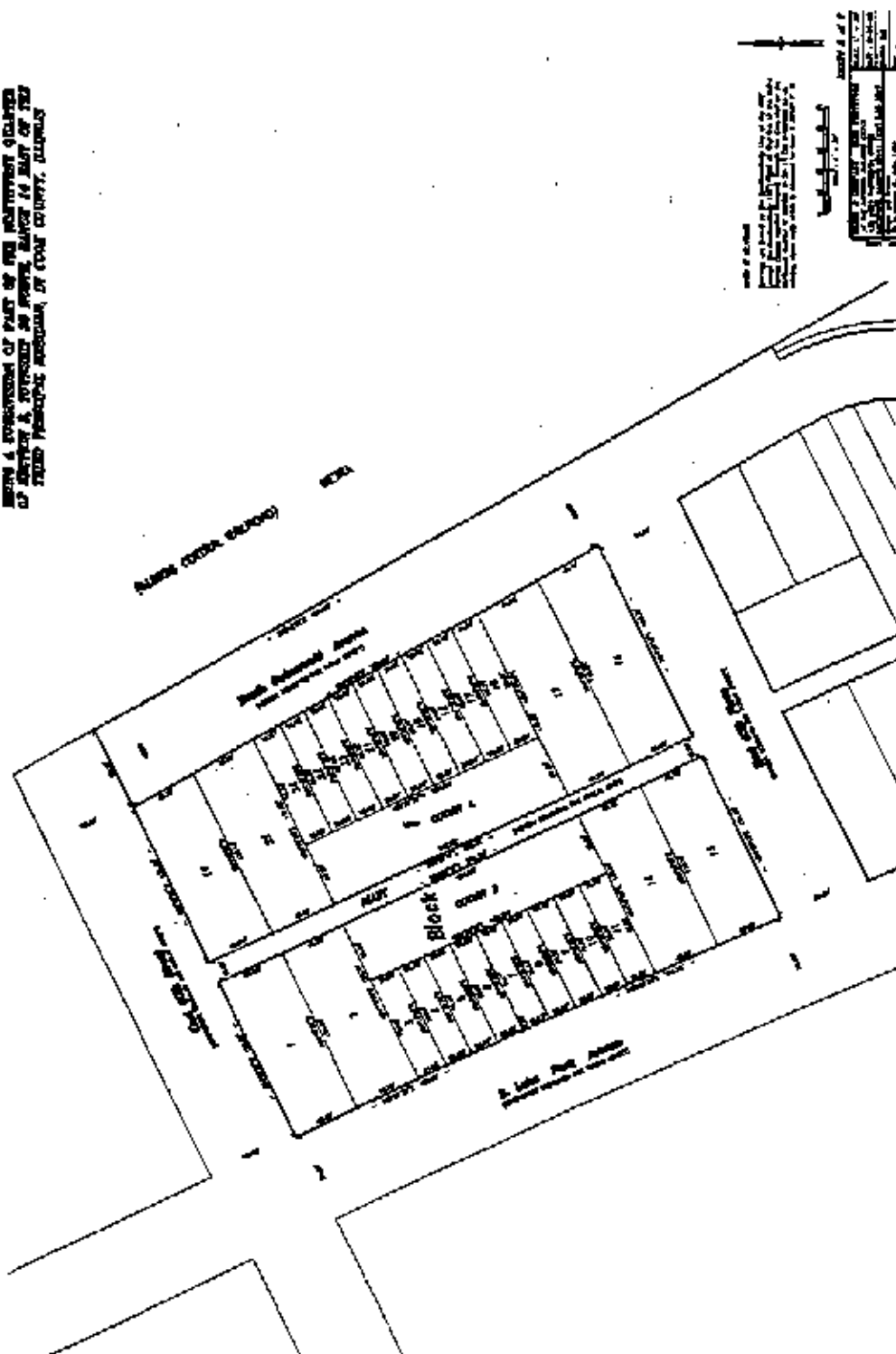
LAKE PARK CRESCENT
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER
OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS



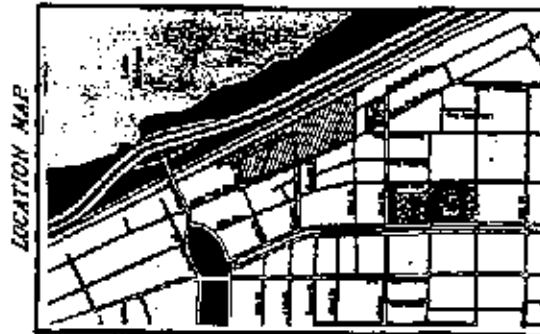
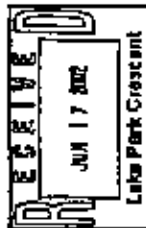
Ordinance associated with this plat printed
on page 90301 of this *Journal*.

LAKE PARK CRESCENT

ITEM 4 FORWARDED BY MAIL TO THE INFORMATION OFFICE OF SENATOR A. TORRES ON APRIL 14 LAST OF THE YEAR. MEMORANDUM OF COST COUNTY, CALIFORNIA.

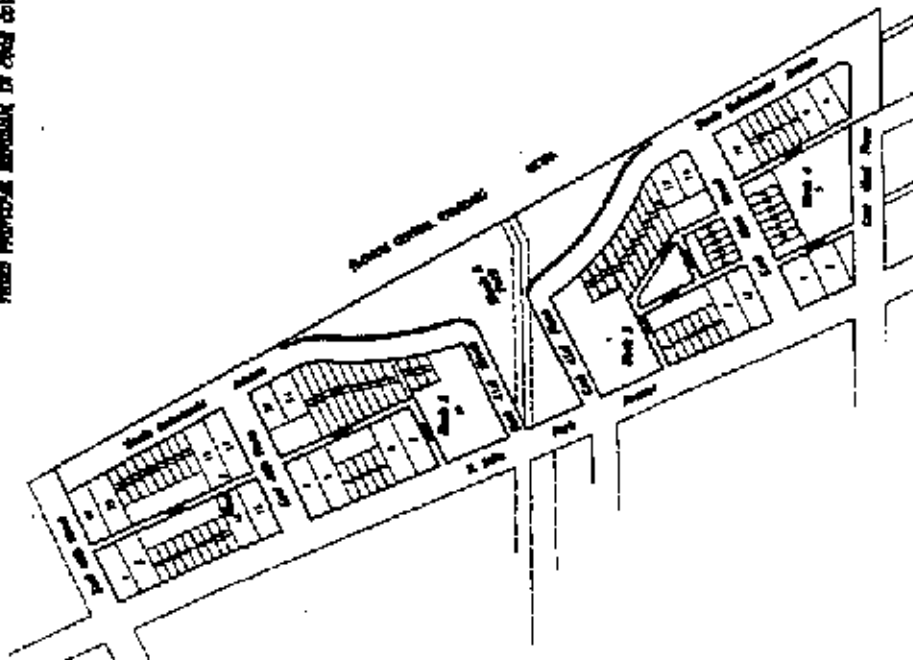


Ordinance associated with this plat printed
on page 90301 of this Journal.



LAKE PARK CRESCENT

BEING A PORTION OF PART OF THE REGISTRY PLAT OF
EXCISE & TAXED IN 1871, BEING IN PART OF THE
TOWN OF CHICAGO, COUNTY OF COOK, ILLINOIS



AUTHORIZATION FOR APPROVAL OF PLAT OF LUTHER SOUTH
SUBDIVISION FRONTING PORTIONS OF WEST 87TH
STREET, SOUTH KEDZIE AVENUE AND
SOUTH SACRAMENTO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for Luther South Subdivision having frontage on the north line of West 87th Street between South Kedzie Avenue and South Sacramento Avenue, having frontage of 932.86 feet, more or less, on the west line of South Sacramento Avenue running north from the north line of West 87th Street and having frontage of 359.02 feet, more or less, on the east line of South Kedzie Avenue running north from the north line of West 87th Street. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48

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 proposed Luther South Subdivision having frontage on the north line of West 87th Street between South Kedzie Avenue and South Sacramento Avenue, having frontage of 932.86 feet, more or less, on the west line of South Sacramento Avenue running north from the north line of West 87th Street and having frontage of 359.02 feet, more or less, on the east line of South Kedzie Avenue running north from the north line of West 87th Street as shown on the attached plat, when the necessary certificates are shown on said plat for Luther South High School Association, The Lutheran Church Extension Fund, LaSalle National Bank N.A. as trustee and GE Capital Asset Funding Corporation (File Number 36-18-02-2623).

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

[Plat referred to in this ordinance omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF PRAIRIE DISTRICT
TOWNHOMES RESUBDIVISION PHASE ONE IN AREA BOUNDED
BY EAST 18TH STREET, SOUTH CALUMET AVENUE AND
SPECIFIED PUBLIC ALLEYS SOUTH OF WEST
18TH STREET AND WEST OF SOUTH
CALUMET AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for Prairie District Townhomes Resubdivision Phase One in the area bounded by East 18th Street, South Calumet Avenue, the first east/west 16 foot public alley south of East 18th Street and the northwesterly/southeasterly 20 foot public alley, the north/south 30 foot public alley and the north/south 22 foot public alley, the last three described alleys lying west and westerly of South Calumet Avenue. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 proposed Prairie District Townhomes Resubdivision Phase One in the area bounded by East 18th Street, South Calumet Avenue, the first east/west 16 foot public alley south of East 18th Street and the northwesterly/southeasterly 20 foot public alley, the north/south 30 foot public alley and the north/south 22 foot public alley, the last three (3) described alleys lying west and westerly of South Calumet Avenue as shown on the attached plat, when necessary certificates are shown on said plat for Prairie District Homes, L.L.C. (File Number 22-42-02-2646).

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

[Plat referred to in this ordinance omitted for printing purposes
but on file and available for public inspection
in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF VIA COMO DUE
TOWNHOMES SUBDIVISION IN AREA BOUNDED BY WEST
OHIO STREET, NORTH PEORIA STREET, WEST
GRAND AVENUE AND PUBLIC ALLEY
EAST OF NORTH PEORIA STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for Via Como Due Townhomes Subdivision in the area bounded by West Ohio Street, North Peoria Street, West Grand Avenue and the first north/south 16 foot public alley east of North Peoria Street. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 proposed Via Como Due Townhomes Subdivision in the area bounded by West Ohio Street, North Peoria Street, West Grand Avenue and the first north/south 16 foot public alley east of North Peoria Street as shown on the attached plat, when the necessary certificates are shown on said plat for Via Como Due, L.L.C. (File Number 8-27-02-2644).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION
FOR WIDENING OF SOUTH HALSTED STREET BETWEEN
WEST MAXWELL STREET AND WEST 14TH STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance for a proposed plat of dedication providing for the widening of South Halsted Street by dedicating and rededicating various strips of land in widths of 3.50 feet and 5.0 feet along the west side of South Halsted Street between the south line of West Maxwell Street and a line 246 feet, more or less, north of the north line of West 14th Street. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 proposed plat of dedication of 5.0 feet of additional right-of-way along the west side of South Halsted Street lying between the south line of West Maxwell Street and a line 67.80 feet, more or less, north of the north line of vacated West 14th Street (as measured along the west line of the strip of land to be dedicated), also the dedication of 3.50 feet of additional right-of-way along the west side of South Halsted Street lying between a line 67.80 feet, more or less, north of the north line of vacated West 14th Street (as measured along the west line of the strip of land to be dedicated) and a line 575.01 feet, more or less, south of the south line of West 14th Place (as measured along the west line of the strip of land to be dedicated) including that part of said 3.50 feet strip crossing vacated West 14th Street, said 3.50 feet strip not to be dedicated across the West 14th Place being a public street as shown on the attached plat, when the necessary certificates are shown on said plat for the Trustees of University of Illinois and South Campus Development Team, L.L.C. (File Number 20-2-00-2506).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF PLAT OF DEDICATION AND
REDEDICATION FOR WIDENING OF SOUTH HALSTED
STREET BETWEEN WEST ROOSEVELT ROAD
AND WEST MAXWELL STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for a proposed plat of dedication and rededication for the widening of South Halsted Street between the south line of West Roosevelt Road and the north line of West Maxwell Street. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schalter, M. Smith, Moore, Stone -- 48.

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 proposed plat of dedication and rededication for the widening of South Halsted Street between the south line of West Roosevelt Road and the north line of West Maxwell Street as

shown on the attached plat, when the necessary certificates are shown on said plat for the Trustees of the University of Illinois (File Number 20/21-2-02-2621).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION FOR APPROVAL OF DEDICATION OF PORTION
OF WEST 69TH STREET BETWEEN SOUTH KEELER
AVENUE AND BELT RAILWAY OF CHICAGO.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance for a proposed dedication of the south half of West 69th Street lying between the southerly extension of the centerline of South Keeler Avenue and lying east and northeasterly of the northeasterly right-of-way line of the Belt Railway of Chicago. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 proposed dedication of the south half of West 69th Street lying between the southerly extension of the centerline of South Keeler Avenue and lying east and northeasterly of the northeasterly right-of-way line of the Belt Railway of Chicago as shown on the attached plat, when the necessary certificates are shown on said plat for the United States Postal Service and Occidental Chemical Corporation (File Number 22-13-02-2647).

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

[Plat referred to in this ordinance printed
on page 90319 of this *Journal*.]

AUTHORIZATION FOR APPROVAL OF OPENING AND WIDENING
OF PORTIONS OF PUBLIC ALLEYS WEST OF SOUTH
DREXEL BOULEVARD BETWEEN EAST BOWEN
AVENUE AND EAST 42ND PLACE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to approve a proposed opening and widening of two north/south 15 foot public alleys being the first north/south alleys west of South Drexel Boulevard between East Bowen Avenue and East 42nd Place. This ordinance was referred to the Committee on July 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 proposed opening and widening of two north/south 15 foot public alleys being the first north/south alleys west of South Drexel Boulevard, between East Bowen Avenue and East 42nd Place as shown on the attached plat, when the necessary certificates are shown on said plat for the City of Chicago, Department of Planning and Development (File Number 2-4-02-2633).

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

[Plat referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk.]

AUTHORIZATION TO CLOSE TO VEHICULAR AND/OR
PEDESTRIAN TRAFFIC PORTIONS OF VARIOUS
PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass ordinances authorizing and directing the Commissioner of Transportation to close various public ways to vehicular and/or pedestrian traffic. These ordinances were referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

*Portion Of North/South Public Alley West Of North Central Park
Avenue At West McLean Avenue.*

WHEREAS, It is desirous to create an open public space and that the open public space shall be for the children of Funston Elementary School, which is a benefit of the community; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of the first north/south alley next west

of and parallel to North Central Park Avenue, from West McLean Avenue and proceeding south for a distance of 151 feet.

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

*Portion Of East/West Public Alley South Of West Dickens
Avenue At North Central Park Avenue.*

WHEREAS, It is desirous to create an open public space and that the open public space shall be for the children of Funston Elementary School, which is a benefit of the community; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of the first east/west alley next south of and parallel to West Dickens Avenue, from North Central Park Avenue and proceeding west for a distance of 120 feet.

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

Portion Of West Hirsch Street.

WHEREAS, It is desirous to create an open public space and that the open public space shall be for the children of Leslie Lewis Elementary School, 1431 North Leamington Avenue, which is a benefit of the community; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of West Hirsch Street, from North Leclair Avenue and proceeding west to North Leamington Avenue.

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

Portion Of East Marquette Avenue.

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

SECTION 1. That the Commissioner of the Chicago Department of Transportation is hereby authorized and directed to close to vehicular and pedestrian traffic a street segment described as Marquette Avenue (2700 east) at South 91st Street, between South South Chicago Avenue and South Anthony Avenue below the Chicago Skyway in order to remove the viaduct at that location and to replace the existing viaduct with earth embankment and fill contained with retaining walls and no structures will be erected within the earth-fill areas.

SECTION 2. That any previous ordinances requiring the elevation of this location are hereby amended to permit the removal and closure of the viaduct pursuant to this ordinance.

SECTION 3. This ordinance shall take effect upon its passage and approval.

Portion Of West McLean Avenue.

WHEREAS, It is desirous to create an open public space and that the open public space shall contain playground equipment for the children of Funston Elementary School, which is a benefit to the community; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of West McLean Avenue, from North Central Park Avenue and proceeding west for a distance of 143.5 feet west of North Central Park Avenue.

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

Portion Of North Menard Avenue.

WHEREAS, It is necessary to construct a new 15th District station for the Chicago Police Department which will improve their ability to respond to emergency situations which shall benefit the community and the city; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of North Menard Avenue, from West Madison Street and proceeding north to the south line of the first east/west alley next north of and parallel to West Madison Street.

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

Portion Of South Waller Avenue.

WHEREAS, It is necessary to construct a new 15th District station for the Chicago Police Department which will improve their ability to respond to emergency situations which shall benefit the community and the city; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of South Waller Avenue, from West Madison Street and proceeding south to the north line of the first east/west alley next south of and parallel to West Madison Street.

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

Portion Of West 14th Place.

WHEREAS, It is necessary to improve the station facilities of the Chicago Fire

Department with the construction of a new Engine 18 building, which shall improve response to emergency situations which benefits the community; now, therefore,

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to close to vehicular traffic a section of West 14th Place, from the west right-of-way line of South Racine Avenue and proceeding west to the east right-of-way line of South Blue Island Avenue.

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

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass the proposed ordinances transmitted herewith (referred June 19, 2002) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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):

South Aberdeen Street, North Of West 61st Street.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On South Aberdeen Street, north of West 61st Street

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

South Hoyne Avenue, North Of West 53rd Place.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On South Hoyne Avenue, north of West 53rd Place

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

South Hoyne Avenue, North Of West 54th Street.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On South Hoyne Avenue, north of West 54th Street

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

South Marshfield Avenue, North Of West 54th Street.

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On South Marshfield Avenue, north of West 54th Street

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

AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred June 19, 2002) authorizing and directing the Commissioner of Transportation to construct traffic circles at various locations.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

*South Hamlin Avenue And
West 62nd Place.*

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of South Hamlin Avenue and West 62nd Place.

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

*South Springfield Avenue
And West 62nd Place.*

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a traffic circle at the following location:

in the intersection of South Springfield Avenue and West 62nd Place.

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

CONSIDERATION FOR CONSTRUCTION OF TRAFFIC
CIRCLE AT NORTH PINE AVENUE AND
WEST HURON STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an order authorizing and directing the Commissioner of Transportation to construct a traffic circle at the intersection of North Pine Avenue and West Huron Street. The order was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give consideration to the installation of a traffic circle at the intersection of North Pine Avenue and West Huron Street.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS
FROM PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES
AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body Pass the proposed ordinances authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

On motion of Alderman Allen, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston; Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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):

Mr. Raul Alvarado.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Raul Alvarado, owner of the property known as Raul's Auto Service located at 10558 South Avenue N, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 10558 South Avenue N.

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

Auburn Commons, L.P.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Auburn Commons, L. P. of 54 West Hubbard Street, Suite 205, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the loading dock behind the premises located at 1616/1648 West 87th Street.

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

Austin Wellness Center.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Austin Wellness Center of 4800 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to loading dock for 4800 West Chicago Avenue.

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

Mr. James Byrne.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt James Byrne of 1258 West Early Avenue for 5722 North Winthrop Condominiums, 5722 North Winthrop Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5722 North Winthrop Avenue.

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

Mr. Alan Bahari/Car Square Wholesaler.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Alan Bahari/Car Square Wholesaler, 4381 -- 4383 West Ogden Avenue, from the

provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4381 -- 4383 West Ogden Avenue.

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

The Chicago Housing Authority.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt the Chicago Housing Authority of 626 West Jackson Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for the following addresses:

137 -- 141 North Oakley Avenue

2245 -- 2260 West Maypole Avenue

144 -- 150 North Bell Avenue

145 -- 151 North Bell Avenue

142 -- 156 North Leavitt Street

138 -- 140 North Leavitt Street

2206 -- 2208 West Maypole Avenue

2237 -- 2251 West Maypole Avenue

2253 -- 2271 West Maypole Avenue

2231 -- 2235 West Maypole Avenue

2207 -- 2223 West Maypole Avenue

2225 -- 2229 West Maypole Avenue

2201 -- 2205 West Maypole Avenue

116 -- 118 North Leavitt Street

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

Cooney Funeral Home, Ltd.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Cooney Funeral Home, Ltd., 3918 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3918 West Irving Park Road.

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

Englewood Laundromat.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Englewood Laundromat from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 6136 South Ashland Avenue.

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

Family Towing/Richard And Kristina Wishnoff.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Family Towing and owners Richard and Kristina Wishnoff, 4950 North Western Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 4950 North Western Avenue.

SECTION 2. This ordinance shall take effect after its passage and publication.

Grand Wells Development, L.L.C.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Grand Wells Development, L.L.C. of 200 West Grand Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to loading dock facilities for 200 West Grand Avenue.

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

HSF Corporation.
(730 North LaSalle Street)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt HSF Corporation, located at 628 Daisy Lane, Roselle, Illinois 60172 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress

for eighty-eight parking facilities and a loading dock for 730 North LaSalle Street.

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

HSF Corporation.
(742 North LaSalle Street)

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt HSF Corporation located at 628 Daisy Lane, Roselle, Illinois 60172 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress for two parking facilities and a loading dock for 742 North LaSalle Street.

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

Hyde Park Car Wash.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Hyde Park Car Wash, 1330 East 53rd Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress access for 1330 East 53rd Street.

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

Mr. Kent Knebelkamp/KNS Properties.

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

SECTION 1. Pursuant to the Municipal Code Section 10-20-430 (Prior Code Section 33-19.1), the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Mr. Kent Knebelkamp, representative of KNS Properties, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1217 -- 1231 West Wilson Avenue.

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

*Mr. Matt Kaya/Last Stop Complete
Auto Repair Shop.*

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mr. Matt Kaya, Last Stop Complete Auto Repair Shop, 5447 -- 5449 North Harlem Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5447 -- 5449 North Harlem Avenue.

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

Mr. Gene McCarron.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mr. Gene McCarron, 1600 -- 1608 West Grace Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1600 -- 1608 West Grace Street.

SECTION 2. This ordinance shall take effect after its passage and publication.

Mr. Alex Melnychuk.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Alex Melnychuk of 1735 West Huron Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 1633 -- 1635 North Clybourn Avenue.

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

National Body Works.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt National Body Works, 3550 North Milwaukee Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3550 North Milwaukee Avenue.

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

Neighborhood Rejuvenation Partners, L.P.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Neighborhood Rejuvenation Partners, L.P. of 54 West Hubbard Street, Suite 205, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities in front of the premises, to the loading docks on the west side of the premises, and egress from the drive thru lanes in the rear of the premises located at 8616 -- 8656 South Ashland Avenue and 1602 -- 1614 West 87th Street.

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

Online Video Properties.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Online Video Properties of 14 North Peoria Street, Suite 4F, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2159 West Madison Street (1 South Leavitt Street).

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

Rally Auto Repair Number 2.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Rally Auto Repair Number 2 from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 5950 South Western Avenue.

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

RCRDC Group/Chris Grady.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt RCRDC Group/Chris Grady of One 158th Place, Calumet, Illinois, 60409, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 836 North Paulina Street.

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

Ron's Automotive Service.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Ron's Automotive Service, 4329 -- 4331 West Addison Street, from the provisions

requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 4329 -- 4331 West Addison Street.

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

Mr. Thomas J. Moyer/TJ's Auto Body, Inc.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Thomas J. Moyer/TJ's Auto Body, Inc., 3437 West Belmont Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3437 West Belmont Avenue.

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

Voice Stream Wireless.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Voice Stream Wireless, 7649 South State Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 7649 South State Street.

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

Mr. John Walkosz.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt John Walkosz of 901 East 61st Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 901 East 61st Street.

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

Mr. Robert Wolfe.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Robert Wolfe, 2656 North Hamlin Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2656 North Hamlin Avenue.

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

Mr. Julian Kulas/1st Security Federal Savings Bank.

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Julian Kulas/1st Security Federal Savings Bank of 2416 -- 2418 West Chicago Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2416 -- 2418 West Chicago Avenue.

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

AUTHORIZATION TO ENTER INTO TEMPORARY USE AGREEMENTS
WITH AON SERVICE CORPORATION FOR PARKING LOTS
ON PORTIONS OF NORTH BROADWAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing the Commissioner of General Services or his designee to enter into three temporary use agreements with Aon Service Corporation. This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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, or his designee, is hereby authorized to enter into the three (3) attached temporary use agreements with Aon Service Corporation. The Director of Revenue is hereby authorized to undertake all actions necessary to effectuate the purposes of this ordinance and the attached agreements.

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

Temporary Use Agreements referred to in this ordinance read as follows:

Temporary Use Agreements.

5031 North Broadway.

The City of Chicago and Aon Service Corporation hereby agree as follows:

1. City residents may use the parking lot located at 5031 North Broadway between the hours of 6:00 P.M. through 6:30 A.M., Monday through Friday and twenty-four (24) hours a day on Saturdays and Sundays.
2. The City of Chicago agrees to defend, indemnify and hold harmless Aon Service Corporation from and against any and all damages, loss, claims, demands and causes of action of any nature whatsoever, including claims, demands, attorneys' fees and all legal expenses and causes of action for the injury or damages to persons and property, and damage to Aon Service Corporation property, arising out of the City of Chicago's utilization of the parking lot at 5031 North Broadway.
3. This agreement may be terminated by either party by written notice. Such notice shall be hand-delivered at least five (5) days prior to the date upon which termination is effective.

4. The City may institute a permit system to control access to the parking spaces allocated in this agreement.
5. This agreement will be in force and effect on and after June 19, 2002.

5051 North Broadway.

The City of Chicago and Aon Service Corporation hereby agree as follows:

1. City residents may use the parking lot located at 5051 North Broadway between the hours of 6:00 P.M. through 6:30 A.M., Monday through Friday and twenty-four (24) hours a day on Saturdays and Sundays.
2. The City of Chicago agrees to defend, indemnify and hold harmless Aon Service Corporation from and against any and all damages, loss, claims, demands and causes of action of any nature whatsoever including claims, demands, attorneys' fees and all legal expenses and causes of action for the injury or damages to persons and property, and damage to Aon Service Corporation property, arising out of the City of Chicago's utilization of the parking lot at 5051 North Broadway.
3. This agreement may be terminated by either party by written notice. Such notice shall be hand-delivered at least five (5) days prior to the date upon which termination is effective.
4. The City may institute a permit system to control access to the parking spaces allocated in this agreement.
5. This agreement will be in force and effect on and after June 19, 2002.

5085 North Broadway.

The City of Chicago and Aon Service Corporation hereby agree as follows:

1. City residents may use the parking lot located at 5085 North Broadway between the hours of 6:00 P.M. through 6:30 A.M., Monday through Friday and twenty-four (24) hours a day on Saturdays and Sundays.
2. The City of Chicago agrees to defend, indemnify and hold harmless Aon Service Corporation from and against any and all damages, loss, claims, demands and causes of action of any nature whatsoever, including claims, demands, attorneys' fees and all legal expenses and causes of action for the injury or damages to persons and property, and damage to Aon Service Corporation property, arising out of the City of Chicago's utilization of the parking lot at 5085 North Broadway.
3. This agreement may be terminated by either party by written notice. Such notice shall be hand-delivered at least five (5) days prior to the date upon which termination is effective.
4. The City may institute a permit system to control access to the parking spaces allocated in this agreement.
5. This agreement will be in force and effect on and after June 19, 2002.

STANDARDIZATION OF PORTION OF SOUTH KEDVALE AVENUE
AS "REVEREND WILLIAM L. BARTHELL AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Kedvale Avenue from 8500 to 8558 South Kedvale Avenue block as "Reverend William L. Barthell Avenue". This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 pursuant to an ordinance heretofore passed by the City Council allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps for standardization of South Kedvale Avenue from 8500 to 8558 South Kedvale Avenue block as "Reverend William L. Barthell Avenue".

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

STANDARDIZATION OF 179 EAST LAKE SHORE DRIVE
AS "GEORGE M. BURDITT PLACE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate 179 East Lake Shore Drive as "George M. Burditt Place" (honorary sign facing south). This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of 179 East Lake Shore Drive as "George M. Burditt Place" (honorary sign facing south).

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

STANDARDIZATION OF NORTHWEST AND SOUTHWEST CORNERS OF
EAST SOUTH WATER STREET AND NORTH MICHIGAN
AVENUE AS "SHANNON DELL WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the northwest corner and the southwest corner of East South Water Street and North Michigan Avenue as "Shannon Dell Way". This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the northwest corner and the southwest corner of East South Water Street and North Michigan Avenue as "Shannon Dell Way".

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

STANDARDIZATION OF PORTION OF SOUTH ST. LOUIS
AVENUE AS "MALRON J. MURRAY AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South St. Louis Avenue from 7900 to 7958 South St. Louis Avenue as "Malron J. Murray Avenue". This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 pursuant to an ordinance heretofore passed by the City Council allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps for standardization of South St. Louis Avenue from 7900 to 7958 South St. Louis Avenue as "Malron J. Murray Avenue".

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

STANDARDIZATION OF PORTION OF EAST ONTARIO
STREET AS "MARILYN SIMPSON WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an ordinance authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East Ontario Street, between North Michigan Avenue and North Rush Street, as "Marilyn Simpson Way". This ordinance was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 of the City of Chicago on the third (3rd) day of December, 1984, printed on page 11460 of the *Journal of the Proceedings of the City Council* of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of East Ontario Street between North Michigan Avenue and North Rush Street as "Marilyn Simpson Way".

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

CONSIDERATION FOR ERECTION OF HONORARY "REVEREND
LOUIS W. NANCE STREET" SIGN ON PORTION
OF SOUTH CARPENTER STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate 6600 South Carpenter Street/1000 West 66th Street, as "Reverend Louis W. Nance Street". This order was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give consideration to the erection of an honorary street sign for Reverend Louis W. Nance Street to be placed at 6600 South Carpenter Street/1000 West 66th Street.

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF
NORTH WESTERN AVENUE AS "MARGIE POULOS AVENUE/
MARGIE'S CANDIES AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 1900 block of North Western Avenue, between North Milwaukee Avenue and West Armitage Avenue (west side) as "Margie Poulos Avenue/Margie's Candies Avenue". This order was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give consideration to honorarily designate the 1900 block of North Western Avenue, between North Milwaukee Avenue and West Armitage Avenue (west side), memorializing the street to "Margie Poulos Avenue/Margie's Candies Avenue".

CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF NORTH DAMEN AVENUE AS
"MARION J. SMITH AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body Pass an order authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 1400 block of North Damen Avenue between West Schiller Street and West Le Moyne Street as "Marion J. Smith Avenue". This order was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give consideration to honorarily designate the 1400 block of North Damen Avenue, between West Schiller Street and West Le Moyne Street, memorializing the street to "Marion J. Smith Avenue".

CONSIDERATION FOR HONORARY DESIGNATION OF
PORTION OF WEST CHELSEA PLACE AS
"DR. JAMES TAYLOR WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 8, 2002.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* an order authorizing and directing the

Commissioner of Transportation to take the actions necessary to honorarily designate West Chelsea Place at South Vincennes Avenue as "Dr. James Taylor Way". This order was referred to the Committee on June 19, 2002.

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 R. ALLEN,
Chairman.

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

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 Transportation is hereby authorized and directed to give consideration to honorarily designate West Chelsea Place, at South Vincennes Avenue, as "Dr. James Taylor Way".

COMMITTEE ON ZONING.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREAS SHOWN ON MAP NUMBERS 4-H, 5-I,
8-E, 9-I, 11-J, 16-M AND 18-B.

The Committee on Zoning submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 25, 2002, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of two ordinances which were corrected and amended in their amended form. They are Application Numbers 13113 and 13572.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13671, 13652, 13670, 13647, A-4934, A-4936 and A-4899 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of these ordinances.

Again, please let the record reflect that I abstain from voting on Application Numbers 13671, 13652, 13670, 13647, A-4934, A-4936, and A-4899 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

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

Alderman Banks invoked Rule 14 of the City Council's Rules of Order and Procedure, disclosing that while he had no personal or financial interest in the ordinances he had a familial relationship with the applicants' attorney.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 4-H.
(Application Number A-4934)

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 Number 4-H in the area bounded by:

West 18th Street; a line 192 feet east of and parallel to South Leavitt Street; the alley next south of and parallel to West 18th Street; and a line 168 feet east of and parallel to South Leavitt Street,

to those of an R5 General 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-I.
(Application Number A-4899)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 132 feet northwest of and parallel to West Francis Place; North Point Street; a line 107 feet northwest of and parallel to West Francis Place; a line 100 feet southwest of and parallel to North Point Street; West Francis Place; a line 200 feet southwest of and parallel to North Point Street (as measured perpendicular to the southwest line of North Point Street and 107 feet northwest of and perpendicular to the northwest line of West Francis Place); the centerline of the public alley next northwest of and parallel to West Francis Place, if extended; the public alley next northwest of and parallel to West Francis Place; and the public alley next southwest of and parallel to North Point Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 8-E.
(Application Number A-4936)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 8-E in the area bounded by:

a line 180 feet south of East 31st Street; South Giles Avenue; a line 240 feet south of East 31st Street; and the alley next west of and parallel to South Giles Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

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

Reclassification Of Area Shown On Map Number 9-I.
(Application Number 13652)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 9-I in the area bounded by:

North Elston Avenue; a southwesterly line 97.70 feet long perpendicular to North Elston Avenue at a point 76.66 feet southeast of and parallel to North Francisco Avenue to a point 75 feet north of and parallel to the public alley next north of and parallel to West Belmont Avenue (and 44.18 feet east of North Francisco Avenue); a line 75 feet north of and parallel to the public alley next north of and parallel to West Belmont Avenue; North Francisco Avenue; and North Francisco Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 11-J.
(Application Number 13671)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 11-J in the area bounded by:

a line 136 feet north of and parallel to West Eastwood Avenue; a line 194 feet west of and parallel to North Spaulding Avenue; West Eastwood Avenue; and a line 239 feet west of and parallel to North Spaulding Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 16-M.
(Application Number 13670)

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 Number 16-M in the area bounded by:

a line 50 feet north of and parallel to West 65th Street (as measured along the east line of South Narragansett Avenue); the public alley next east of and parallel to South Narragansett Avenue; West 65th Street; and South Narragansett 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-B.

(Application Number 13647)

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/R5 General Residence District/C1-2 Restricted Commercial District symbols and indications as shown on Map Number 18-B in the area bounded by:

a line 110.25 feet southeast of and parallel to East 74th Street; a line 208 feet northeast of and parallel to South Exchange Avenue; a line 285.41 feet southeast of and parallel to East 74th Street; and South Exchange Avenue,

to those of an R6 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.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on June 25, 2002, I beg leave to recommend that Your Honorable Body Pass various ordinances transmitted herewith for the purpose of reclassifying particular areas.

I beg leave to recommend the passage of two ordinances which were corrected and amended in their amended form. They are Application Numbers 13113 and 13572.

Please let the record reflect that I, William J. P. Banks, abstained from voting and recused myself on Application Numbers 13671, 13652, 13670, 13647, A-4934, A-4936 and A-4899 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

At this time, I move for passage of these ordinances.

Again, please let the record reflect that I abstain from voting on Application Numbers 13671, 13652, 13670, 13647, A-4934, A-4936 and A-4899 under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schuler, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4918)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District

symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 43 feet north of and parallel to West Ohio Street; North Troy Street; West Ohio Street; and the public alley next west of and parallel to North Troy Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4919)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 174.90 feet south of and parallel to West Huron Street; North Albany Avenue; a line 224.90 feet south of and parallel to West Huron Street; and the public alley next west of and parallel to North Albany Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4920)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Restricted Commercial District symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 293 feet north of and parallel to West Ohio Street; the public alley next east of and parallel to North Kedzie Avenue; a line 168 feet north of and parallel to West Ohio Street; and North Kedzie Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4921)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 227.20 feet north of and parallel to West Huron Street; North Troy Street, a line 177.20 feet north of and parallel to West Huron Street; and the public alley next west of and parallel to North Troy Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4922)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the R3 General Residence District symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 43 feet north of and parallel to West Ohio Street; the public alley next east of and parallel to North Troy Street; West Ohio Street; and North Troy Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 1-I.
(Application Number A-4923)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 1-I in the area bounded by:

a line 299 feet south of and parallel to West Huron Street; North Albany Avenue; a line 349 feet south of and parallel to West Huron Street; and the public alley next west of and parallel to North Albany Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 3-F.

(As Amended)

(Application Number 13113)

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 Institutional Planned Development Number 182 symbols and indications as shown on Map Number 3-F in the area bounded by:

West North Avenue; the western line of the Chicago Transit Authority right-of-way; West Weed Street; North Clybourn Avenue; and North Halsted Street,

to those of an B5-2 General Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 182 symbols and indications as shown on Map Number 3-F in the area bounded by:

West North Avenue; a line 105.82 feet of North Frontier Avenue or the line thereof if extended where no street exists; the north line of the Chicago Transit Authority right-of-way; the centerline of vacated North Orchard Street; the north line of vacated West Weed Street; and the western right-of-way line of the Chicago Transit Authority right-of-way,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 3. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 182 symbols and indications as shown on Map Number 3-F in the area bounded by:

West Weed Street; the north line of vacated West Weed Street; the centerline of vacated North Orchard Street; and the centerline of vacated West Weed Street,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 4. That the Chicago Zoning Ordinance be amended by changing all the Institutional Planned Development Number 182 symbols and indications as shown on Map Number 3-F in the area bounded by:

North Clybourn Avenue; North Ogden Avenue; a line 328.57 feet southwest of and parallel to North Clybourn Avenue; a line 923 feet south of North Clybourn Avenue, as measured along North Halsted Street; and North Halsted Street,

to those of Institutional Planned Development Number 182, as amended (2002).

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

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development Number 182, As Amended (2002).

Plan Of Development Statements.

1. The area delineated herein as "Institutional Planned Development Number 182, as amended" is owned or controlled by the Young Men's Christian Association of Chicago ("Y.M.C.A.").
2. Off-street parking and off-street loading facilities shall be provided in compliance with this plan of development.
3. Any dedication or vacation of streets or resubdivision of parcels shall require a separate submittal on behalf of the Y.M.C.A. and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Y.M.C.A.
5. Service drives or any other ingress or egress lanes not heretofore proposed to be dedicated, shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.
6. Use of land will consist of community, social, recreational and day care facilities, including a building containing offices, a gymnasium and swimming pool, handball and tennis courts, facilities for outdoor recreation, facilities for indoor recreation, day care, accessory uses, accessory and non-accessory off-street parking facilities and off-street loading facilities.

7. The following information sets forth data concerning the property included in said development and a Generalized Land-Use Plan illustrating the development of said property in accordance with the intent and purposes of the Chicago Zoning Ordinance.
8. The plan of development, hereby attached, shall be subject to the "Rules and Regulations and Procedures in Relation to Planned Developments" as adopted by the Commissioner of the Department of Planning and Development.

[Existing Zoning Map; Generalized Land-Use Plan; and Planned Development Boundary and Property Line Map referred to in these Plan of Development Statements printed on pages 90374 through 90376 of this *Journal*.]

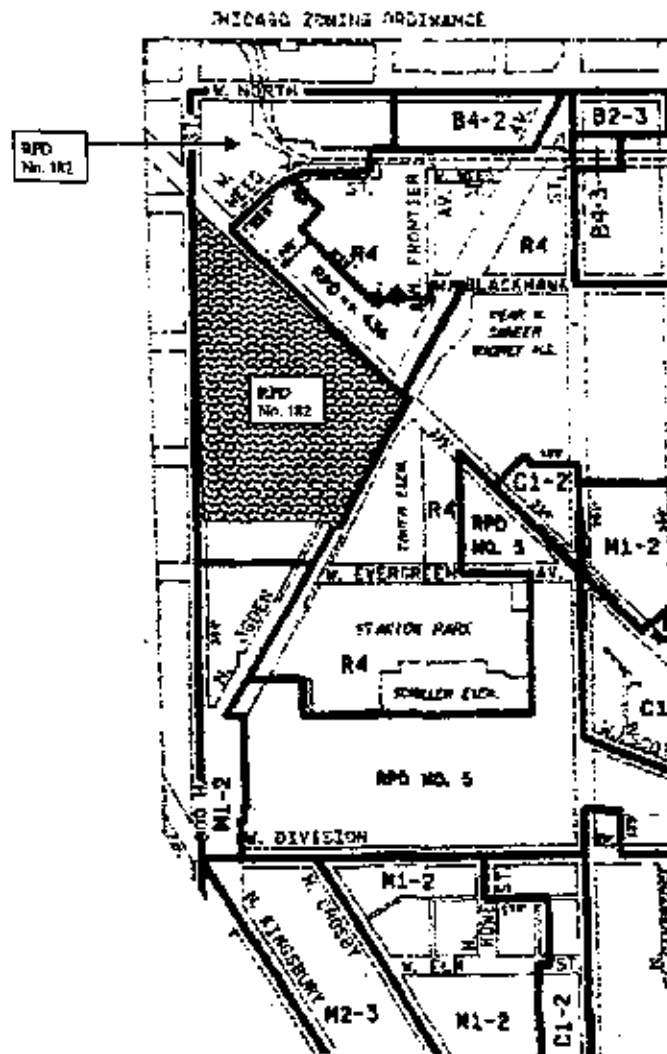
Bulk Regulations and Data Table referred to in these Plan of Development statements reads as follows:

Bulk Regulations And Data Table.

Gross Site Area	=	Net Site Area	+	Area of Public Street
443,655.64 square feet		372,645.25 square feet (8.56 acres)		71,010.39 square feet
Maximum Permitted Floor Area Ratio:		0.26.		
Minimum Number of Parking Spaces Required:		80.		
Maximum Percentage of Site Coverage:		20.0%.		
Maximum Periphery Setbacks:		Halsted Street:		80 feet.
		Clybourn Avenue:		0 feet.
		Ogden Avenue:		400 feet.

Existing Zoning Map.

EXISTING ZONING MAP



LEGEND



Planned Development Boundary

Applicant

Young Men's Christian Association of Chicago

Date

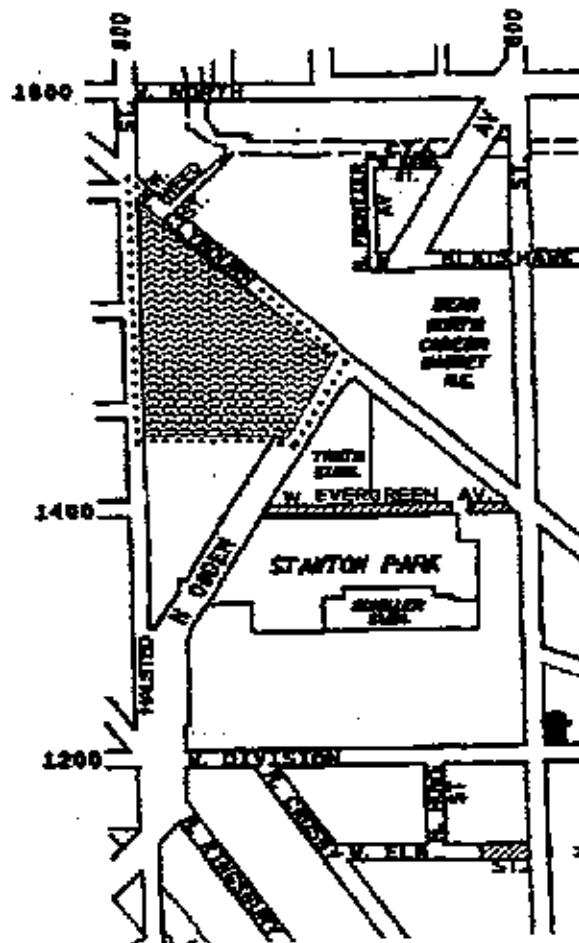
June 13, 2002

Address

1515 North Halsted Street

Generalized Land-Use Plan.

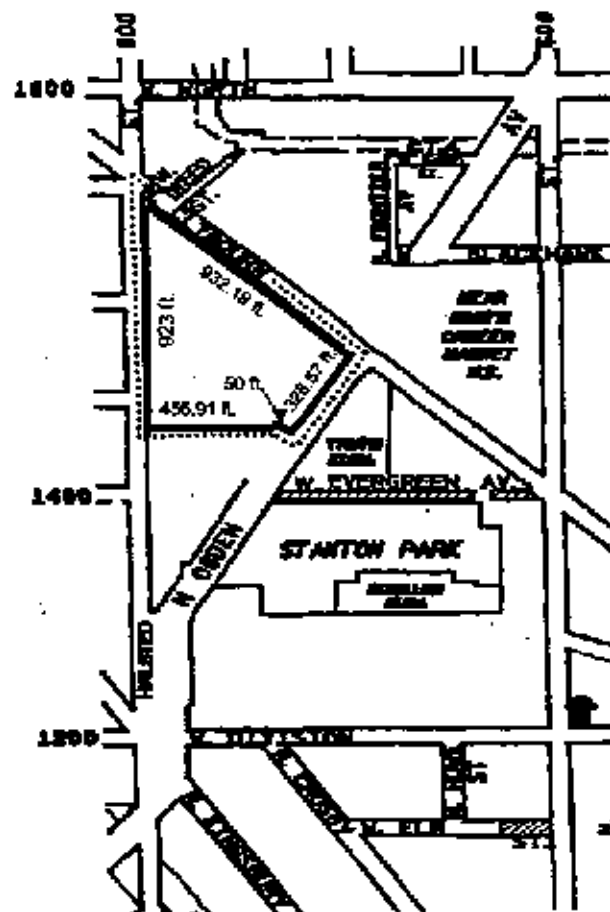
GENERALIZED LAND-USE PLAN



LEGEND

.....	Planned Development Boundary
~~	See Statement #6
Applicant	Young Men's Christian Association of Chicago
Date	June 13, 2002
Address	1515 North Halsted Street

Planned Development Boundary
And Property Line Map.



LEGEND

	Planned Development Boundary
	Subject Property Boundary
Applicant	Young Men's Christian Association of Chicago
Date	June 13, 2002
Address	1515 North Halsted Street

Reclassification Of Area Shown On Map Number 3-F.
(As Amended)
(Application Number 13572)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B5-2 General Service District symbols and indications as shown on Map Number 3-F in the area bounded by:

West North Avenue; the Chicago Transit Authority right-of-way; West Weed Street; North Clybourn Avenue; and North Halsted Street,

to the designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

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

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development Number ____.

Plan Of Development Statements.

1. The area delineated herein as a business planned development, consists of approximately seventy-four thousand seven hundred nine and eight-tenths (74,709.8) square feet (one and seventy-two hundredths (1.72) acres) and is owned or controlled by the applicant, North/Halsted L.L.C.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments

of rights-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this planned development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal title holders and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and, if different then to the owners of record title to all of the property and to any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners or a covenant binding property owners may designate the authorized party for any future amendment, modification or change.
4. This plan of development consists of fourteen statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; an Existing Land-Use Map and a Site/Landscape Plan, and Building Elevations prepared by Weiss Architects dated June 13, 2002. Full size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": all uses permitted in the B5-2 General Service District. A drive-through bank facility shall be permitted.
6. Business identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.

7. Ingress and egress shall be subject to the review and approval of the Department of Transportation, and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio calculations, the definitions of the Chicago Zoning Ordinance shall apply; provided, however, that in addition to the other exclusions from floor area for purposes of determining floor area ratio permitted by the Chicago Zoning Ordinance, all floor area devoted to mechanical equipment in excess of five thousand (5,000) square feet in a single location regardless of placement in the building, and all rooftop floor area devoted to mechanical equipment irrespective of square footage, shall be excluded.
10. The improvements in the property shall be designed, installed and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this planned development in an energy efficient manner,

generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

13. The applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("M.O.P.D.") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the Director of M.O.P.D. has approved detailed construction drawings for each building or improvement.
14. Unless substantial construction has commenced within six (6) years following adoption of this planned development, and unless completion is thereafter diligently pursued, then this planned development shall expire. If this planned development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the B5-2 General Service District.

[Existing Zoning Map; Planned Development Boundary and Property
Line Map; Existing Land-Use Map; Site/Landscape Plan;
Site/Ground Floor Plan; and Building Elevation
Drawings referred to in these Plan of
Development Statements printed
on pages 90382 through
90389 of this *Journal*.]

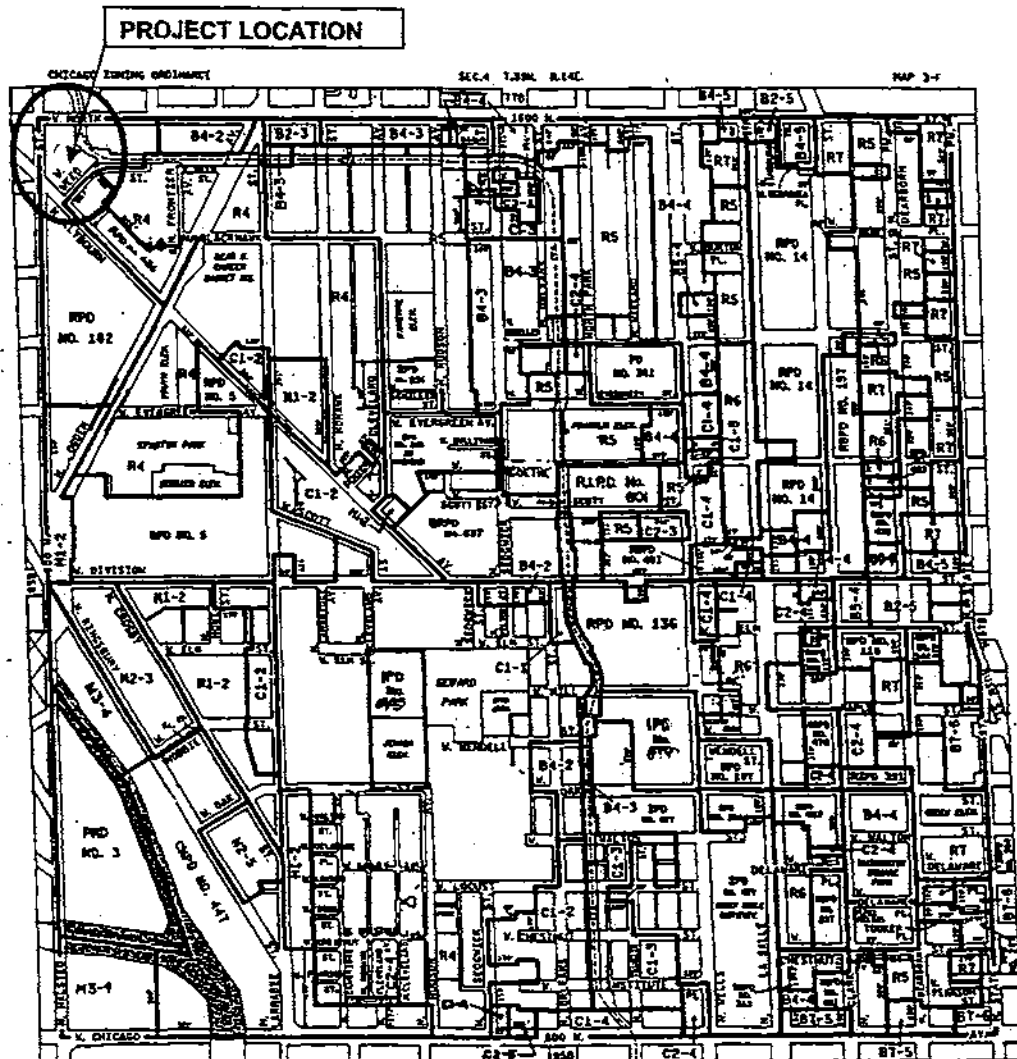
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development Number _____.

Bulk Regulations And Data Table.

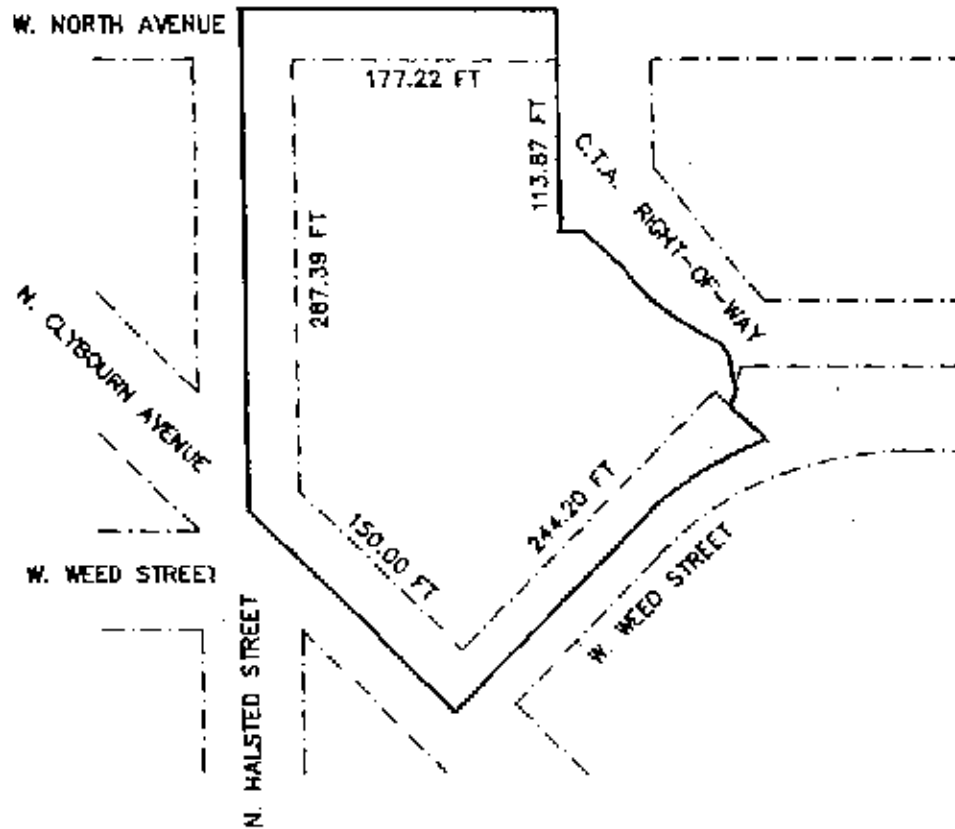
Site Area:		Maximum Floor Area Ratio	
74,709.8 square feet	1.72 acres	0.80	
Net Site Area	=	Gross Area	- Area In Public Way
74,709.8 square feet		103,356.2 square feet	28,646.4 square feet
Maximum Permitted Floor Area Ratio:	0.80.		
Maximum Floor Area Allowed:	59,768 square feet.		
Minimum Number of Parking Spaces Required:	149.		
Minimum Number of Off-Street Loading Spaces Required:	3.		
Maximum Periphery Setbacks:	In substantial compliance with Site Plan.		
Maximum Building Height:	In substantial compliance with Building Elevations.		

Existing Zoning Map.



APPLICANT: NORTH/HALSTED LLC
 ADDRESS: 749 - 757 WEST NORTH AVENUE
 1551 - 1577 NORTH HALSTED STREET
 1555 - 1569 NORTH CLYBOURN AVENUE
 732 - 754 WEST WEED STREET
 DATE: JUNE 13, 2002
 REVISED:

Planned Development Boundary
And Property Line Map.



—— PLANNED DEVELOPMENT BOUNDARY

- - - - PROPERTY LINES

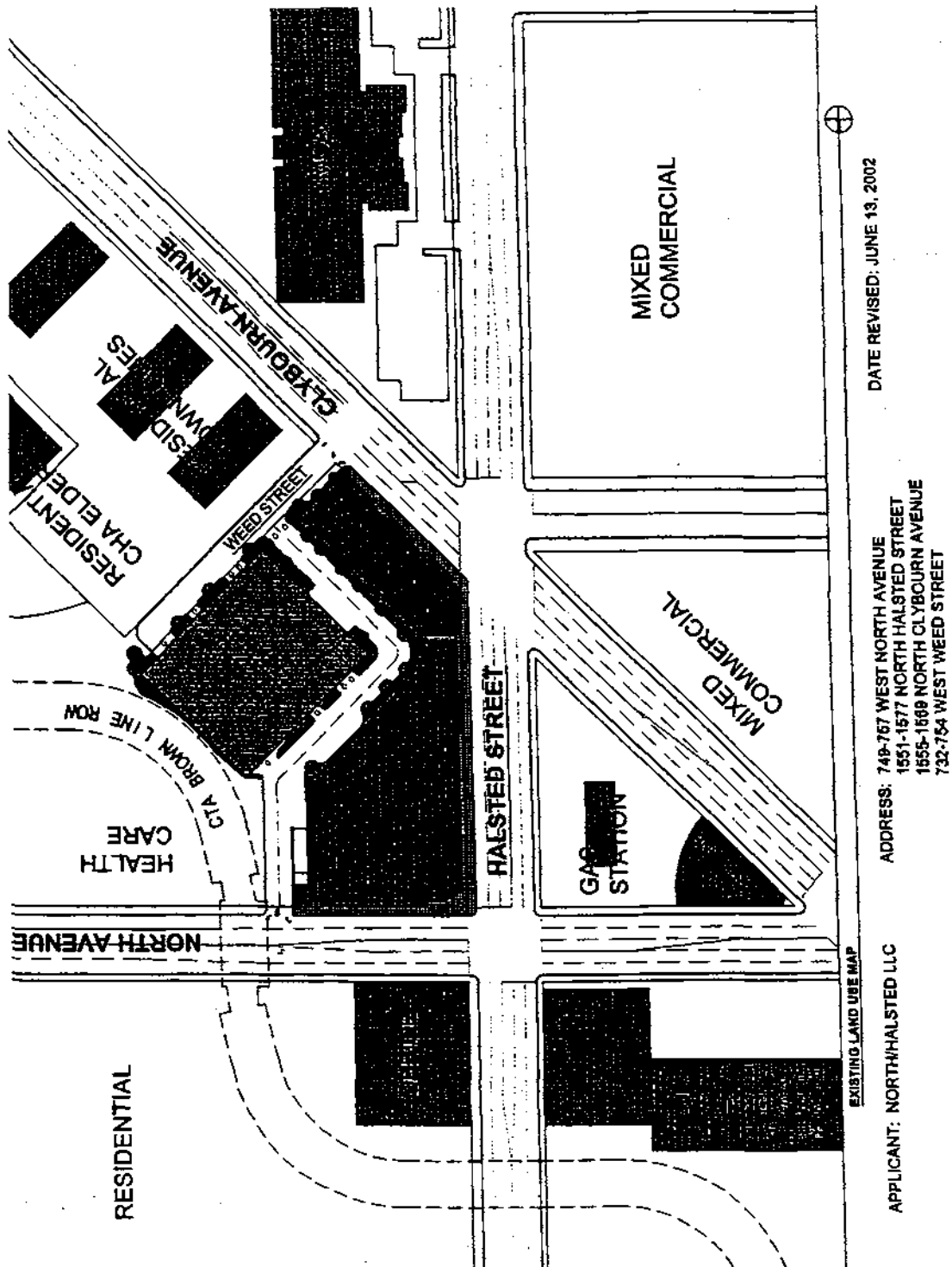
APPLICANT: NORTH-HALSTED LLC
ADDRESS: 749 - 757 WEST NORTH AVENUE
1551 - 1577 NORTH HALSTED STREET
1555 - 1569 NORTH CLYBOURN AVENUE
732 - 754 WEST WEED STREET

DATE: JUNE 13, 2002
REVISED:

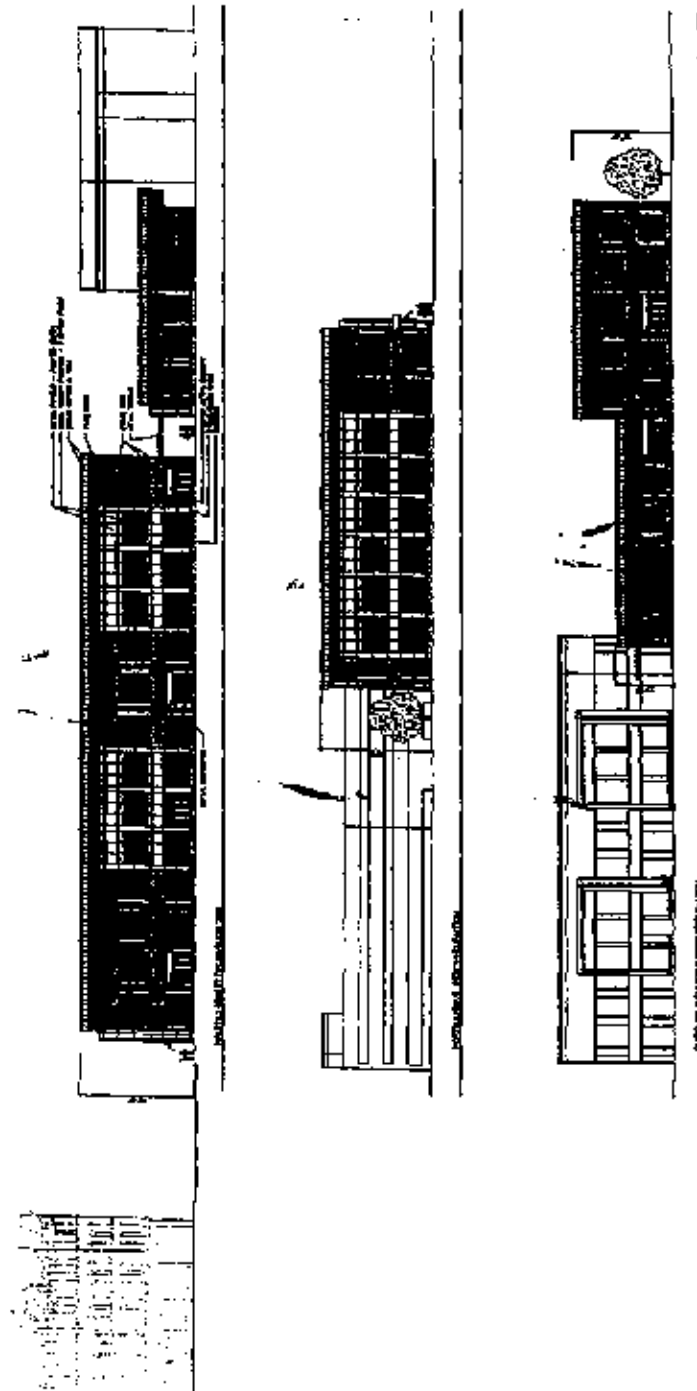
NORTH



Existing Land-Use Map.



Building Elevations.
(Page 1 of 3)



NORTH HALSTED/CLYBOURN RETAIL DEVELOPMENT
NORTHEASTED LLC

YEISS ARCHITECTS
ARCHITECTS

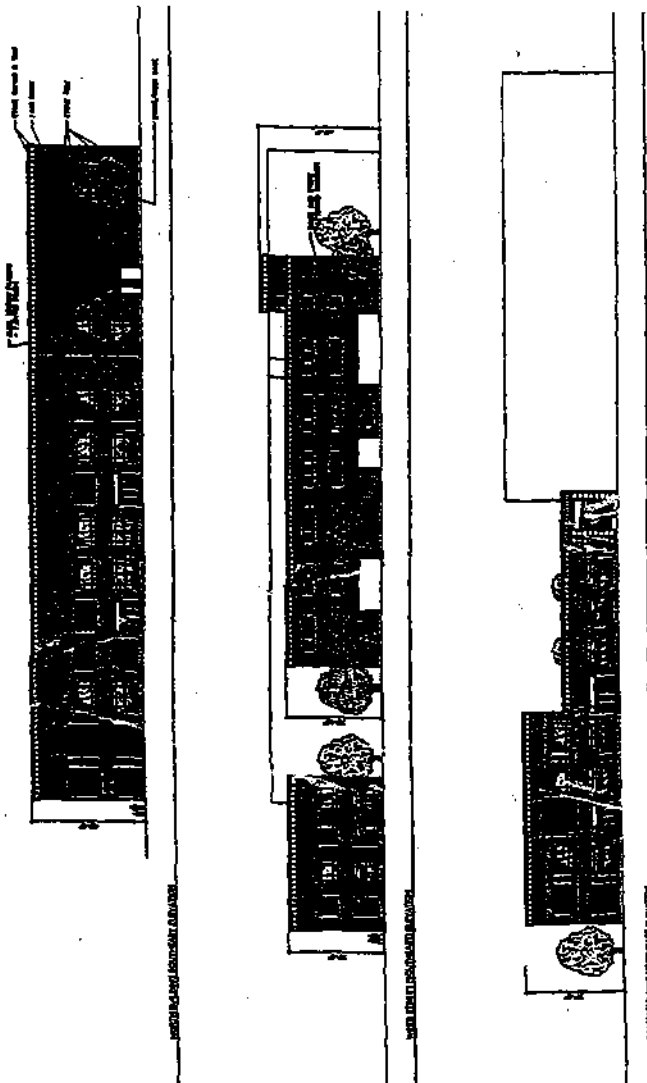
Design

Planning

Architects

June 10, 2002
Architects

Building Elevations.
(Page 2 of 3)



June 13, 2002
© 2002 Weiss Architects, LLC

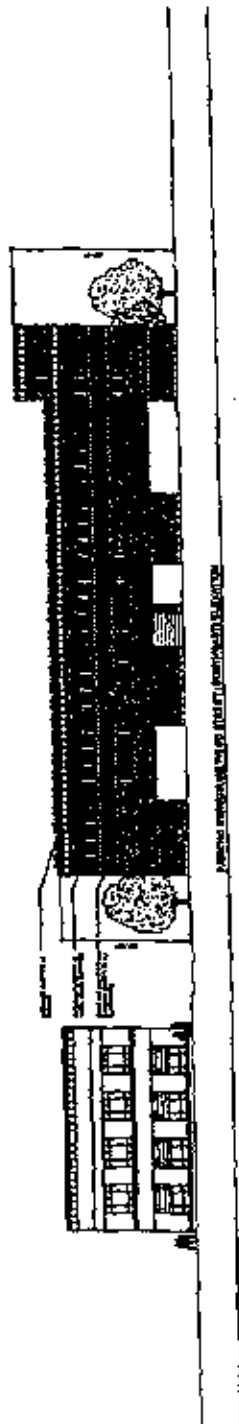
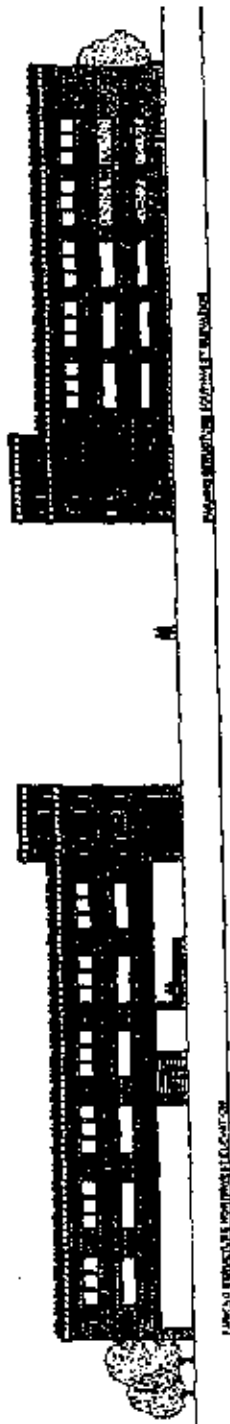
NORTHBALSTED/CLYBOURN RETAIL DEVELOPMENT
NORTHBALSTED LLC

WEISS ARCHITECTS
Architecture

Planning

Design

Building Elevations.
(Page 3 of 3)



NORTHEASTED/CLYBOURN RETAIL DEVELOPMENT
NORTHEASTED LLC

WEISS ARCHITECTS
Architects

Design

Architects

Reclassification Of Area Shown On Map Number 11-H.
(Application Number A-4930)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map Number 11-H in the area bounded by:

West Giddings Street; the public alley next east of and parallel to North Lincoln Avenue; the north line of the Chicago Transit Authority Railroad right-of-way line; and North Lincoln Avenue,

to those of a B3-1 General Retail District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 13-H.
(Application Number A-4928)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map Number 13-H in the area bounded by:

West Winona Street; North Ravenswood Avenue; a line 40 feet south of and parallel to West Winona Street; and the public alley next west of and parallel to North Ravenswood Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 13-H.
(Application Number A-4929)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R4 General Residence District symbols and indications as shown on Map Number 13-H in the area bounded by:

a line 40 feet south of and parallel to West Winona Street; North Ravenswood Avenue; a line 145 feet north of and parallel to West Winnemac Avenue; and the public alley next west of and parallel to North Ravenswood Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area described above.

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

Reclassification Of Area Shown On Map Number 14-E.
(Application Number A-4935)

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the R5 General Residence District symbols and indications as shown on Map Number 14-E in the area bounded by:

a line 210 feet south of and parallel to East Garfield Boulevard; South Indiana Avenue; a line 260 feet south of and parallel to East Garfield Boulevard; and the public alley next west of and parallel to South Indiana Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area described above.

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

*Reclassification Of Area Shown On Map Number 16-G.
(Application Number A-4931)*

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 Number 16-G in the area bounded by:

West 69th Street; South Peoria Street; the alley next south of and parallel to West 69th Street; and South Morgan Street,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

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

*Reclassification Of Area Shown On Map Number 28-E.
(Application Number A-4933)*

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B4-1 Restricted Service District symbols and indications as shown on Map Number 28-E in the area bounded by:

a line from a point 120 feet east of South Indiana Avenue as measured along East 115th Street to a point 23.1 feet east of South Indiana Avenue; and the public alley next south of and parallel to East 115th Street,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area described above.

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

JOINT COMMITTEE.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS

AND

COMMITTEE ON POLICE AND FIRE.

**AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL
COOPERATION AND GRANT AGREEMENT WITH COUNTY
OF COOK RELATING TO SHARED USE OF 2001
LOCAL LAW ENFORCEMENT
BLOCK GRANT FUNDS.**

A Joint Committee, composed of the members of the Committee on the Budget and Government Operations and the members of the Committee on Police and Fire, submitted the following report:

CHICAGO, July 10, 2002.

To the President and Members of the City Council:

Your Joint Committee, comprised of the memberships of the Committee on the Budget and Government Operations and the Committee on Police and Fire, having had under consideration an ordinance authorizing the execution of an intergovernmental agreement between the City of Chicago and the County of Cook relating to the shared use of Local Law Enforcement Block Grant Funds and having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
*Committee on the Budget and
Government Operations,
Chairman.*

(Signed) ISAAC S. CAROTHERS,
*Committee on Police and Fire,
Chairman.*

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Superintendent of Police, Budget Director and Comptroller are authorized to execute the attached intergovernmental cooperation and grant agreement between the City of Chicago and County of Cook, concerning the shared use of the 2001 Local Law Enforcement Block Grant.

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

Intergovernmental Cooperation and Grant Agreement referred to in this ordinance reads as follows:

Intergovernmental Cooperation And Grant Agreement

Between

The City Of Chicago

And

County Of Cook

Concerning

*The Shared Use Of The 2001 Local Law
Enforcement Block Grant Program*

_____, 2002.

This agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2002 by and between the City of Chicago (the "City") and the County of Cook (the "County"), both Illinois municipal corporations and home rule units of government under Article VII, Section 6(a) of the Illinois Constitution of 1970.

Background.

The City has received approximately Seventeen Million Seven Hundred Thirty-two Thousand Eight Hundred Twenty-one Dollars (\$17,732,821) from the United States Department of Justice, Office of Justice Programs (the "O.J.P.") pursuant to a Local Law Enforcement Block Grant Program in accordance with the Omnibus Appropriations Act of 2001 (the "Grant Agreement") attached hereto as Exhibit A.

With respect to the 2001 Local Law Enforcement Block Grant Program grant (the "2001 Grant"), the City submitted a plan (the "City Plan"), as part of its application for funding to the O.J.P.. In accordance with the Plan as revised, the City is to fund the County in the amount of Four Million Four Hundred Thirty-three Thousand Two Hundred Five Dollars (\$4,433,205) (the "Grant Funds") for the purpose of implementing law enforcement programs. The programs and amount of funding for each program may be revised subject to approval by O.J.P. and the City. Any revisions made shall not cause the total amount of the budget to exceed Four

Million Four Hundred Thirty-three Thousand Two Hundred Five Dollars (\$4,433,205) plus the required 1/9 County match.

As conditions to the City's releasing these funds from the 2001 Grant to the County, the County has agreed to provide a dedicated cash match in the amount Four Hundred Ninety-two Thousand Five Hundred Seventy-eight (\$492,578) (the "Grant Funds"), which amount, along with the Grant Funds, the County shall deposit into an interest bearing account (the "2001 Account") established by the County specifically for this Agreement. The County will deposit the 2001 matching funds into the 2001 Account as follows:

- (1) Two Hundred Forty-six Thousand Two Hundred Eighty-nine Dollars (\$246,289) not later than December 1, 2002, and
- (2) Two Hundred Forty-six Thousand Two Hundred Eighty-nine Dollars (\$246,289) not later than July 1, 2003.

The County agrees that the second (2nd) deposit shall be in the amount of Two Hundred Forty-six Thousand Two Hundred Eighty-nine Dollars (\$246,289), without any credit for interest earned on its prior deposit.

Only expenses authorized by the Grant Agreement and this Agreement may be paid from the 2001 Account. Also, the County has submitted for approval by the City, a plan detailing the County's proposed budget and uses of the funds within each of the categories listed in the Grant Agreement (the "County Plan") set forth in Exhibit B attached hereto and incorporated by reference herein. The City has the right to withhold the Grant Funds until the County's Plan meets the City's approval.

The City and the County have among their powers the authority to contract with each other to perform the undertakings described in this Agreement.

Now, Therefore, the City and the County agree as follows:

1. Incorporation Of Recitals.

The recitals set forth above are hereby incorporated herein.

2. Definitions.

For purposes of this Agreement these terms have these meanings:

"Budget Director" means the Budget Director of the City of Chicago.

"Comptroller" means the Comptroller of the City of Chicago.

"Superintendent" means the Superintendent of Police of the City of Chicago.

3. Transfer Of Funds.

Subject to appropriation by, and receipt of funds from the United States Department of Justice, Office of Justice Programs and the terms of the Grant Agreement, the City will provide an amount not to exceed Four Million Four Hundred Thirty-three Thousand Two Hundred Five Dollars (\$4,433,205) to the County programs, which funds the City will pay to the County in a lump sum payment.

4. County Obligations.

The County will implement the programs and expend the 2001 Grant and 2001 matching funds in accordance with the approved County Plan, the terms of the Grant Agreement and this Agreement. If there is any inconsistency among the Grant Agreement, this Agreement and the County Plan, the provisions of the Grant Agreement control over inconsistent provisions in the Agreement or the County Plan, and the provisions of this Agreement control over inconsistent provisions of the County Plan. The County will comply with all special conditions contained in the Grant Agreement. For purposes of this Agreement, the term "Recipient" in the Grant Agreement means the County. In addition, when the special conditions require the County to submit any reports or audits to the federal government, the County will provide a copy of the reports and audits to the City.

The City reserves the right and the County will permit the City to audit any County programs funded pursuant to this Agreement. If the City determines, in its sole discretion, that the County is not in compliance with the approved County Plan, this Agreement or the Grant Agreement, then the City may take any actions or seek any remedies it considers necessary to protect the City's interests.

With respect to the 2001 Grant, the County will submit progress reports with respect to the County Plan in a form to be approved by the City, on the following dates: December 15, 2002 and November 15, 2003. The County must submit a grant close-out package to the City by sixty (60) days after the expenditure period has expired.

The County will comply with the audit requirements of OMB Circular A-133, as more specifically described in the Grant Agreement. Furthermore, the County will assist the City's auditors in collecting and completing the quarterly audit reports required by the Grant Agreement.

If under the approved County Plan any of Grant or matching funds are to be expended with or on programs based upon the number of eligible participants, the County will monitor eligibility of the participants and take all feasible steps to assure funds are not spent for ineligible or unapproved purposes.

Consistent with the Grant Agreement, the County will ensure obligation of all funds from the 2001 Grant Funds shall be expended within twenty-four (24) months of the City's receipt of 2001 Grant Funds.

5. City Obligations.

The City will review the County Plan in a reasonable time and approve it with such modifications as the City reasonably requires or the O.J.P. or the Grant Agreement dictates. The City's review and approval is neither a waiver of any requirements for County compliance with the terms of the Grant Agreement nor this Agreement nor an undertaking to determine compliance with the federal requirements. The City will process payment to the County promptly in accordance with the payment method under Section 3.

6. Compliance With All Laws.

The City and the County will at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government now existing or later in effect that may in any manner affect the performance of this Agreement. The County will remain in compliance with, and assist the City to remain in compliance with all financial and administrative requirements set forth in the Office of Justice Programs Financial and Administrative Guide for Grants, m7100.1, as amended, superseded or revised. Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are considered inserted in it whether or not they appear in it. Or, if either party insists this Agreement will promptly be amended to literally make the insertion. In no event however, will failure to insert a required provision prevent the enforcement of this Agreement.

In addition, the County will comply with all applicable provisions of the Department of Justice, Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments, including: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60); Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 C.F.R. Part 3); Davis-Bacon Act (40 U.S.C. 276a and 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5);

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by Department of Labor regulations (29 C.F.R. Part 5); all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1968), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15); 28 C.F.R. Part 67, regarding debarment, suspension and other responsibility matters; mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871); O.J.P. requirements and regulations pertaining to reporting; and Department of Justice requirements and regulations pertaining to any copyrights or rights in data and patent rights with respect to any discovery or invention, which arises or is pursuant to this Agreement. The County will comply with all applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act or the Victims of Crime Act, as appropriate. The County grants access to the City, the Department of Justice, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the County which are directly pertinent to that specific contract for the purpose of making audit examination, excerpts and transcriptions. The County will retain records relating to financial payments and other pending matters related to this Agreement for three (3) years after the City makes final payment to the County and all other pending matters relating to this Agreement and the Grant Agreement are closed. As required by 31 U.S.C. 1352 and implemented at 28 C.F.R. Part 69, the County certifies that (a) no federal appropriated funds have been paid or will be paid by or on behalf of the County, 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 making of any federal grant, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement; and (b) 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 the Grant Agreement or this Agreement, the County will complete and submit Standard Form LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

The County will comply with the no discrimination requirements of the Omnibus Crime Control and Safe Streets Acts of 1968, as amended, 42 U.S.C. 3789(d), or Victims of Crime Act, as appropriate; Title VI of the Civil Rights Act

of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; subtitle A, Title II of the Americans with Disabilities Act (1991); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-discrimination Regulations, 28 C.F.R. Part 42, subparts C, D, E and G; and Department of Justice regulations on disability discrimination, 28 C.F.R. Parts 35 and 39.

7. Headings.

The headings and titles of this Agreement are for convenience only and do not influence the construction or interpretation of this Agreement.

8. Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the City or the County, is intended or is to be construed by either party or by third persons to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the County.

9. Limitation Of Liability.

No official, employee or agent of the City is individually or personally liable to the County, its successors or assigns, in the event of any default or breach by the City under this Agreement.

No official, employee or agent of the County is individually or personally liable to the City, its successors or assigns, in the event of any default or breach by the County under this Agreement.

10. Notices.

(1) The City and the County will notify each other, not later than thirty (30) days after a change in the new primary contacts listed below, as to the name, address, telephone number, fax number and e-mail address (if any) of their respective primary contacts for this Agreement. As of the date this Agreement is signed, the primary contacts are as follows:

For The City:

Director of Finance
Chicago Police Department, Finance
Division
3510 South Michigan, 4th Floor
Chicago, Illinois 60653
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

and

Budget Director
Office of Budget and Management
City of Chicago
121 North LaSalle Street, Room 604
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

and

Comptroller
Department of Finance
City of Chicago
33 North LaSalle Street, 6th Floor
Chicago, Illinois 60602

For The County:

Executive Director
County of Cook
Judicial Advisory Council
69 West Washington Street, Suite 2610
Chicago, Illinois 60602
Telephone: (Omitted for printing
purposes)
Fax: (Omitted for printing purposes)

and

Patricia Shymanski
Chief of Staff, President's Office
Cook County Board of Commissioners
118 North Clark Street, Suite 537
Chicago, Illinois 60602

and

Thomas Glaser
Chief Financial Officer, Cook County
118 North Clark Street, Suite 500
Chicago, Illinois 60602

(2) Unless otherwise specified, any notice, demand or request required under this Agreement will be given in writing at the addresses set forth above by any of the following means: (1) personal service; (2) electric communications, whether by telex, telegram or telecopy; (3) overnight courier, receipt requested, to the attention of:

If To City:

Superintendent of Police
Comptroller
Budget Director

and

with a copy to:

Corporation Counsel
121 North LaSalle, Room 600
Chicago, Illinois 60602

If To County:

Executive Director, Judicial Advisory
Counsel
Chief of Staff, President's Office
Chief Financial Officer

Any of these addresses may be changed by notice to the other party given in the same manner provided above. Any notice, demand or request given as described above by personal service or electronic communications is considered received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request given by overnight courier is considered received on the business day immediately following deposit with the overnight courier, and any notice, demand or request given by mail is considered received two (2) business days following deposit in the mail.

11. Modification.

This agreement may only be altered, modified or amended as provided in Section 6 entitled "Compliance with all Laws" or by written instrument signed by the City and the County.

12. Invalidation.

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the provision will be deemed severed from this Agreement to the extent of its invalidity or unenforceability. The parties do not intend the remainder of this Agreement to be effected by the holding, each of the provisions of this Agreement being severable in any such instance.

13. Governing Law.

This Agreement is governed by and construed in accordance with Illinois law.

14. Term Of Agreement.

This Agreement takes effect as of the date in the Preamble. The County will obligate and expend the Grant Funds and the Matching Funds, including any interest earned on those funds, in accordance with the time restrictions contained in the Grant Agreement which shall be January 10, 2004.

15. Termination.

The commitments made under this Agreement by each party are conditioned upon satisfactory performance of the commitments made by the other party. Each party has the right to terminate this Agreement if the other fails or refuses to honor any of its commitments under this Agreement. Otherwise, this Agreement may be terminated by either party by giving ninety (90) days prior written notice to the other, and any unexpected Grant Funds will be treated in accordance with the requirements of the Grant Agreement.

16. Assignment: Binding Effect.

(1) Neither of County or the City is permitted to assign this Agreement without the prior written consent of the other party.

(2) This Agreement inures to the benefit of and is binding upon the City and the County and their respective successors and assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties and their successors and assigns.

17. Construction Of Words.

The use of the singular also includes the plural and vice versa. The use of any gender also includes other genders.

18. Counterparts.

This agreement may be executed in several counterparts, each of which is an original and all of which are the same instrument.

19. Business Relationships With Elected Officials.

Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council of the City of Chicago (the "City Council") committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this contract shall be grounds for termination of this Agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of Two Thousand Five Hundred Dollars (\$2,500) or more in a calendar year; provided, however, a financial interest shall not include (i) any ownership through purchase at fair market value or inheritance of less than one percent (1%) of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such share, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial

institution; or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

20. Living Wage Requirements.

This Agreement is subject to (i) the "Living Wage Ordinance" passed by the City Council on July 29, 1998 (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 75803 -- 75806); and (ii) all regulations promulgated by the Purchasing Agent pursuant to the Living Wage Ordinance. Contractor and its subcontractors must comply with the Living Wage Ordinance, to the extent applicable. If required by the Living Wage Ordinance, the Contractor and its subcontractors must pay their employees who perform work in connection with the Agreement and who are within the categories of job listed in paragraph A(1) of the Living Wage Ordinance not less than Seven Dollars and sixty cents (\$7.60) per hour (the "Base Wage"). The Base Wage may be upwardly adjusted each year upon order of the City Council.

Acceptance And Execution.

In Witness Whereof, The City of Chicago and the County of Cook have caused this Agreement to be executed in their respective names and attested to by their duly authorized officers, all as of the day first written above.

County of Cook, State of Illinois

Acknowledged by the County of Cook, Illinois

By: _____

John H. Stroger, Jr.,
President, Cook County
Board of Commissioners

City of Chicago, State of Illinois

Department of Police
City of Chicago, Illinois

By: _____
Terry G. Hillard,
Superintendent of Police

Approved As To Form And Legality:

By: _____
Mara S. Georges,
Corporation Counsel

City of Chicago

By: _____ [Seal]

Its: Budget Director

By: _____ By: _____

Its: Comptroller

Its: City Clerk

[Exhibits "A" and "B" referred to in this Intergovernmental
Cooperation and Grant Agreement unavailable
at time of printing.]

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 The Honorable Richard M. Daley, Mayor, and Aldermen Preckwinkle, Burke, Rugai, Troutman, Ocasio, Suarez, Mell, Austin, Colom, Allen, Natarus, Daley, Levar, Schulter and Stone. 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 Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Sponsored by the elected city officials 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

THE HONORABLE RICHARD M. DALEY, MAYOR:

TRIBUTE TO LATE MR. CLEMENT BALANOFF, SR.

WHEREAS, The members of this chamber were deeply saddened to learn of the death at age seventy-six of Clement Balanoff, Sr., a respected Chicago political activist; and

WHEREAS, The son of a Bulgarian immigrant, Mr. Balanoff grew up in South Chicago and was with his family and other marchers outside Republic Steel when ten protesters were killed in the 1937 Memorial Day Massacre; and

WHEREAS, Mr. Balanoff served with the United States Navy Seabees in the South Pacific during World War II and then returned to Chicago to receive a bachelor's degree and a master's degree in mathematics from the University of Chicago; and

WHEREAS, After graduation, Mr. Balanoff taught mathematics at the Illinois Institute of Technology and opened several tax-preparation businesses in Illinois and Indiana; and

WHEREAS, In the mid-1970's, Mr. Balanoff managed the campaign of a candidate for international president of the United Steelworkers, and although the candidate narrowly lost, the campaign paved the way for reforms in the steelworkers union and within other major unions across the country; and

WHEREAS, Mr. Balanoff helped his wife, Miriam Balanoff, win a state legislative seat in 1978 and a Cook County judgeship in 1986, and helped his son's effort to become a state representative in 1988; and

WHEREAS, Mr. Balanoff will always be remembered as an "activist's activist" who was a friend to the civil rights, environmental, labor, anti-war and progressive political movements; and

WHEREAS, Although Mr. Balanoff will be greatly missed by his family, friends and colleagues, his memory will live in their hearts forever; and

WHEREAS, A devoted husband, loving father, and proud grandfather, Mr. Balanoff's passing will be deeply felt by his family and friends, especially his wife, Miriam; his sons, Clem and Robert; his daughter, Jane; his brothers, John, Ted and Bill; and his nine grandchildren; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor the life and memory of Clement Balanoff, Sr. and extend our heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Clement Balanoff, Sr. as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. JOHN M. CODE.

WHEREAS, It was with great sadness that members of this chamber learned of the death of John M. Code on June 22, 2002, at the age of sixty-nine years; and

WHEREAS, In his career of nearly four decades, Mr. Code was an outstanding union representative for governmental employees; and

WHEREAS, Rising to the top of his profession, Mr. Code at various times served as a member of and spokesperson for the coalition of forty-three unions representing City of Chicago employees, and as chairman of union coalitions representing State of Illinois employees and employees of the Chicago Board of Education; and

WHEREAS, Until his retirement in 1996, Mr. Code was president of Firemen & Oilers Local 7, where he oversaw the union's affiliation with Service Employees International, which affiliation resulted in a combined one million five hundred thousand members; and

WHEREAS, Known for his attention to details and his formidable bargaining skills, Mr. Code was a member of the Chicago Federation of Labor Finance Committee and, earlier in his career, was appointed by Mayor Richard J. Daley to serve on the City's Air Pollution Board; and

WHEREAS, A graduate of Austin High School, Mr. Code served in the Air Force from 1952 to 1956 before beginning his long and distinguished career as a union representative; and

WHEREAS, Mr. Code is survived by his loving wife, Ardis Ann; his daughters, Kelly Kinsey and Traci Ann Paetsch; and a grandson; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby mourn the passing of John M. Code and that we extend our heartfelt sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his family as a token of our sorrow, honor and respect.

TRIBUTE TO LATE REVEREND R. MALACHY DOOLEY.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward Reverend R. Malachy Dooley, a Dominican friar and longtime teacher at Fenwick High School; and

WHEREAS, Born in Minneapolis, Minnesota, Father Dooley was ordained in 1949 and was assigned to Fenwick High School in Oak Park, serving as a theology teacher until 1963 and again from 1973 to his death; and

WHEREAS, In 1950, when asked by Fenwick administrators to head fundraising projects at the school, Father Dooley threw himself into the task, raising more than One Million Dollars for Fenwick's first capital campaign; and

WHEREAS, From 1963 to 1973, Father Dooley was assigned to St. Pius V. Parish in the Pilsen neighborhood of Chicago, St. Anthony Parish in New Orleans, Bishop Lynch High School in Dallas and the Province of St. Albert the Great Administrative Center in Chicago before returning to his beloved Fenwick High School; and

WHEREAS, A very successful fundraiser for Fenwick High School, Father Dooley raised more than Three Million Dollars for science laboratories and an endowment fund in the 1980's, and in the 1990's, Father Dooley raised Ten Million Dollars for an athletics field house and pool; and

WHEREAS, Father Dooley established the Blackfriars' Dinner Dance, which raised millions for Fenwick's scholarship fund, organized alumni and parent trips to Ireland, and originated the Fenwick Golf Outings, which annually drew about seven hundred participants; and

WHEREAS, In November of 2001, Father Dooley was awarded the Fenwick High School Lumen Tranquillum, or Quite Light, which is given annually to a role model for young people; and

WHEREAS, Father Dooley will always be remembered as a devoted servant of God who added as much to the spiritual presence at Fenwick High School as he did to its physical dimensions; and

WHEREAS, The legacy of Father Dooley's dedication, devotion and hard work shall serve as an example to us all; and

WHEREAS, The passing of Father Dooley will be deeply felt by his family and friends, especially his sister, Josephine Thomas; his nieces and nephews; the Friars

of the Province of St. Albert the Great; and the faculty, staff and students of Fenwick High School; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor the exemplary life and memory of Reverend R. Malachy Dooley and extend our most heartfelt condolences to his family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Reverend R. Malachy Dooley as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MRS. TINY MARIE EVANS.

WHEREAS, The members of this chamber learned with great sadness that Tiny Marie Evans, the mother of our friend and former colleague, Chief Judge Timothy Evans, passed away on June 19, 2002 at the age of seventy-eight; and

WHEREAS, Born in Malvern, Arkansas, Mrs. Evans, named Tiny after her grandmother, earned her bachelor's and master's degrees in education from the University of Arkansas; and

WHEREAS, She met her husband of sixty years, George Evans, in an Arkansas Methodist church before moving to Chicago in 1957; and

WHEREAS, A dedicated teacher who was renowned for her commitment to the teaching profession and her ability to build a rapport with her students based on respect, trust and compassion, Mrs. Evans taught at the Ivanhoe Elementary School in Gary, Indiana for thirty-five years before retiring; and

WHEREAS, Mrs. Evans lived a virtuous life in devotion to Christ as a member of the Greater Institutional A.M.E. Church of Chicago where she was a trustee, a member of the senior choir and the Greater Institutional Guild; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Evans to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Although her warm and caring nature will be deeply missed by all who were fortunate to know her, her memory will live in their hearts forever; and

WHEREAS, The passing of this devoted wife, and loving mother, will be deeply felt by her family and friends, especially her husband, George; her son, Timothy; her daughter, Sandra; her six grandchildren; her sister, Hazel; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby commemorate Tiny Marie Evans for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Tiny Marie Evans as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MR. DARRYL ANDREW KILE.

WHEREAS, It was with great sadness that members of this chamber learned of the untimely death of Darryl Andrew Kile on June 22, 2002, at the age of thirty-three years; and

WHEREAS, Darryl Kile, a pitcher for the St. Louis Cardinals, passed away while he and his team were in Chicago for a series with the Cubs; and

WHEREAS, Mr. Kile was known throughout Major League Baseball not only as an excellent right-handed pitcher, but also for his outstanding character on and off the field; and

WHEREAS, Renowned for his amazing curve ball, Darryl Kile was a leader on his team and a mentor to the younger players, especially the other pitchers; and

WHEREAS, He was born December 2, 1968 in Garden Grove, California, very near the ballpark of the California Angels, the team that he beat in what was to be the last game he pitched; and

WHEREAS, Among the many highlights of his career were a no-hitter that he pitched in 1993 while playing for the Houston Astros, and the 2000 season with the Cardinals, during which he won twenty games and pitched in the All-Star Game; and

WHEREAS, Mr. Kile also was a dedicated family man who very much enjoyed spending time at his home in Colorado with his wife and children; and

WHEREAS, Darryl Kile is survived by his loving wife, Flynn; five year old twins, Kannon, a son, and Sierra, a daughter; and a ten-month-old son, Ryker; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby mourn the passing of Darryl Andrew Kile and that we extend our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to his family as a token of our sympathy, sorrow and respect.

TRIBUTE TO LATE MRS. EILEEN M. MURPHY.

WHEREAS, The members of this chamber learned with great sadness that Eileen M. Murphy passed away on June 20, 2002 at the age of eighty-seven; and

WHEREAS, Mrs. Murphy, a native of Chicago, grew up on the city's south side and graduated from Saint Justin Elementary School and from Mercy High School; and

WHEREAS, In 1931, she was wed to the late Arthur Murphy, who died in 1975, and they were the proud parents of eight children: Arthur; Mary; Patrick, the Cook County Public Guardian; Michael, Presiding Judge of the County Division of the Circuit Court of Cook County; Eileen; John; Thomas; and the late Reverend Joseph P. Murphy, S.C.J.; and

WHEREAS, Mrs. Murphy, a deeply religious woman, was active in her parish and was a founding member of the Christian Family Movement, a national network of small groups of families that meet regularly in one another's homes to reinforce Christian values; and

WHEREAS, She made many outstanding contributions to the community, including giving selflessly of her time to the Haymarket Center, a substance abuse treatment center founded in 1975 by Monsignor Ignatius McDermott; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Murphy to her family, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Although her warm and caring nature will be deeply missed by all who were fortunate to know her, her memory will live in their hearts forever; and

WHEREAS, The passing of this devoted wife and loving mother will be deeply felt by her family and friends, especially her sons, Arthur, Patrick, Michael, John and Thomas; her daughters, Mary and Eileen; her twenty-eight grandchildren; her six great-grandchildren; her sister, Loretta; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby commemorate Eileen M. Murphy for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Eileen M. Murphy as a sign of our sympathy and good wishes.

TRIBUTE TO LATE MS. ESTHER LEDERER.

WHEREAS, The members of this chamber were deeply saddened to learn of the death from multiple myeloma at age eighty-three of Esther "Eppie" Lederer, the author of the *Chicago Sun-Times* Ann Landers advice column and a respected citizen of the City of Chicago; and

WHEREAS, Born Esther Pauline Friedman on July 4, 1918, Ms. Lederer was the daughter of Jewish immigrants from Russia; and

WHEREAS, Raised in Iowa, Ms. Lederer attended Sioux City's Morningside College and, at age twenty-one, married Jules Lederer, her husband of thirty-five years; and

WHEREAS, In the summer of 1955, Ms. Lederer moved to Chicago with her husband and fifteen year old daughter, Margo; and

WHEREAS, The professional turning point in Ms. Lederer's life occurred when she inquired about a position as an advice columnist at the *Chicago Sun-Times* just as

the newspaper was seeking to replace the column's recently deceased writer; and

WHEREAS, Ms. Lederer was offered the job based on her well-researched and pithy answers to a stack of letters from people seeking advice; and

WHEREAS, The publication of Ms. Lederer's first column on October 16, 1955, marked the beginning of Ms. Lederer's forty-seven year career as a dispenser of "no-nonsense" advice to newspaper readers across the country on delicate subjects ranging from acne to alcoholism to AIDS; and

WHEREAS, The Ann Landers advice column appeared in more than one thousand two hundred newspapers and had an estimated readership of ninety million people daily; and

WHEREAS, The most widely syndicated columnist in the world, Ms. Lederer's success was due in large part to the unique approach that she took toward her job. Unlike her contemporaries in the field, Ms. Lederer consulted experts before formulating her advice and was not afraid to advise her readers to seek professional counseling for their problems; and

WHEREAS, Ms. Lederer's staying power as an advice columnist was also attributable to the lasting bond she formed with her readers. Ms. Lederer listened to and cared deeply about the people who wrote to her and her readers responded in kind; and

WHEREAS, Admired for her forthright prose and witty turn of phrase, and blessed with the gift of common sense, Ms. Lederer authored countless public service pamphlets and six books, including *Since You Asked Me* and *Wake Up and Smell the Coffee*; and

WHEREAS, A woman whose compassion knew no bounds, Ms. Lederer served on the board of the National Cancer Institute, on President Reagan's Commission on Drunk Driving and on the Advisory Council on Violence Against Women; and

WHEREAS, An effervescent and elegant person, Eppie Lederer will always be remembered as America's confidante and as a woman who truly achieved her life's ambition "to do good in the world;" and

WHEREAS, Eppie Lederer is survived by her daughter, Margo Howard; her twin sister, Pauline Phillips; three grandchildren; and four great-grandchildren; now, therefore,

Be It Resolved, That we, the Mayor, and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby honor the life and memory of Esther "Eppie" Lederer; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Esther "Eppie" Lederer as a sign of our sympathy and good wishes.

**UNITED STATES CONGRESS URGED TO ENACT LEGISLATION
WHICH WOULD FOSTER AVAILABILITY AND AFFORDABILITY
OF TERRORISM INSURANCE.**

WHEREAS, Building insurance policies issued prior to September 11, 2001 typically covered all risks, including the risk of loss resulting from terrorist activities; and

WHEREAS, As these insurance policies have been coming up for renewal since the September 11 terrorist attacks, most insurance companies are excluding from coverage in the new policies losses caused by terrorism; and

WHEREAS, Obtaining separate terrorism insurance coverage is often difficult or impossible because very few companies offer such coverage, and because it can be prohibitively expensive; and

WHEREAS, The lack of obtainable and affordable terrorism insurance threatens the development of new commercial sites and the management and acquisition of existing commercial properties, as well as loan financing relating to such activities; and

WHEREAS, On April 8, 2002, the President of the United States called for Congress to pass legislation that would provide stopgap insurance coverage for losses caused by terrorism, noting that a lack of available terrorism insurance coverage already had stalled important development projects; and

WHEREAS, Without terrorism insurance coverage, there would not be sufficient funding to rebuild in the event of a catastrophic terrorist attack; and

WHEREAS, Federal legislation to make terrorism insurance available and affordable is necessary to advance the nation's economic recovery and to strengthen homeland security; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby urge the United States Senate and the United States House of Representatives promptly to pass legislation to increase the availability and affordability of terrorism insurance coverage, and do hereby urge the President of the United States to approve such legislation; and

Be It Further Resolved, That copies of this resolution be delivered to the President of the United States, the President Pro Tempore of the United States Senate, the Speaker of the United States House of Representatives and each member of the Illinois congressional delegation.

Presented By

ALDERMAN HAITHCOCK (2ND Ward):

**CONGRATULATIONS EXTENDED TO DR. COZETTE BUCKNEY
FOR SERVICE TO CHICAGO PUBLIC SCHOOLS.**

WHEREAS, Dr. Cozette Buckney has been an instrumental servant of the Chicago Public Schools for over twenty years; and

WHEREAS, Dr. Cozette Buckney first began her career in education as an English teacher for Austin and Englewood High Schools; and

WHEREAS, Dr. Cozette Buckney after teaching several years, changed positions and became a school counselor at Austin High School; and

WHEREAS, Dr. Cozette Buckney excelled in the field of education administration as she assumed the role of assistant principal for ten years at Austin High School; and

WHEREAS, Dr. Cozette Buckney later became the principal of two elementary schools and one high school, spanning over ten years; and

WHEREAS, Dr. Cozette Buckney has also spent time in higher education serving as an instructor in Roosevelt University's Graduate Program for Education; and

WHEREAS, Dr. Cozette Buckney assumed the post of project manager of the Chicago Public Schools' T.I.M.E. project, then was promoted to chief of staff for the chief executive officer, and further served as the chief education officer; and

WHEREAS, Dr. Cozette Buckney now serves as the liaison for the Board of Education to the City of Chicago and the chief executive officer of the Chicago Public Schools; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby congratulate Dr. Cozette Buckney on her service to the Chicago Public Schools and do hereby extend our best wishes for her continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Cozette Buckney.

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

**DECLARATION OF AUGUST 30 THROUGH SEPTEMBER 2, 2002 AS
"AFRICAN FESTIVAL OF THE ARTS DAYS IN CHICAGO".**

WHEREAS, The Africa International House will hold its annual festival in Washington Park from August 30 through September 2, 2002; more than one hundred twenty-five thousand people are expected to attend; and

WHEREAS, The African Festival of the Arts helps to underscore Chicago's international image and highlights the city's great cultural diversity; and

WHEREAS, The festival is a wonderful opportunity to experience the largest festival of African/Afro-centric culture in the United States; and

WHEREAS, The African Festival of the Arts allows the public to sample a wide variety of foods from Africa and the Caribbean and to enjoy shopping at the Market Place, a creation of an African market; and

WHEREAS, The African Festival of the Arts is the best educational opportunity for all the residents of Chicago to learn about African Diaspora arts, culture, heritage and traditions; now, therefore,

Be It Resolved, That the Mayor and members of the City Council in meeting assembled this tenth day of July, 2002, do hereby proclaim August 30 through September 2, 2002 to be "African Festival of the Arts Days in Chicago" and urge all Chicagoans to be aware of this cultural event which allows us to explore the rich African heritage; and

Be It Further Resolved, That copies of this resolution be presented to the board and president of Africa International House.

Presented By

ALDERMAN BEAVERS (7th Ward):

**DECLARATION OF JULY 3 THROUGH JULY 7, 2002 AS
"THAYER/WHITSELL DAYS IN CHICAGO".**

WHEREAS, Chicago will be the site of the fifteenth biennial reunion of the Thayer/Whitsell family; and

WHEREAS, The Thayer/Whitsell family will be hosting relatives from across the country on the weekend of July 3 through the 7, 2002, as they welcome family members to the Chicago Omni Suites Hotel to celebrate their love for each other and pride in their shared heritage that began in 1910 when Millard Albert Eaton of Birmingham, Alabama wed Wilhelmenia Lillian Thayer from Charleston, South Carolina; and

WHEREAS, The Chicago City Council has been informed of this joyous and momentous occasion by the esteemed Alderman of the 7th Ward, William Beavers; and

WHEREAS, Upon settling in Chicago, Millard Albert Eaton displayed his entrepreneurial skills and opened a shoe shine/repair service at Union Station, supported his family with its proceeds and contributed to the economic engine of our great city; and

WHEREAS, Aware that opportunities were abundant, Wilhelmenia's family members, Alonzo, Harry and Robert Thayer also relocated to Chicago and went on to distinguished careers. Alonzo served a vital function as the director of the Department of Unemployment Services of the Chicago Urban League. Harry plied his trade as a carpenter/upholsterer for the Pullman Railroad Company and Robert worked for the Standard Oil Company; and

WHEREAS, Although Harry and Alonzo Thayer went on to their eternal rewards in 1929 and 1936, respectively, their legacies survive through their seven children, all of whom were educated in the Chicago Public Schools system and have long since gone on to become successful and productive citizens serving such agencies as the Chicago Housing Authority; and

WHEREAS, The Eaton offspring carried on the family business eventually opening the O'Hare Heel Bar, Inc., a shoe shine/repair and dry cleaning business that boasts five stands throughout several terminals at O'Hare and three at Midway. Additionally, Earl Eaton opened Eaton Shoe Service at Columbus Plaza Hyatt Hotel Complex located at 233 East Wacker Drive with Lillian Eaton taking on the duties of C.E.O.; and

WHEREAS, Success is most often measured by a financial yardstick and the Thayer/Whitsell family has accomplished that goal. However, true fulfillment can only be enjoyed when you are surrounded and supported by those who love you and are able to share the fruits of your labors with those you love and cherish. The Thayer/Whitsell family reunion is testimony that they have achieved what most of us still yearn for; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, offer our heartiest congratulations to the Thayer/Whitsell family as they gather for their biennial reunion and hereby declare the weekend of July 3 through July 7 "Thayer/Whitsell Days In Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Robert N. Thayer, Jr.; Alan and Cynthia Thayer Knox; Stafford and Judy Thayer Bailey; Catherine Thayer; Audrey Thayer Siler; Anna Siler; Lance and Edith Siler Richards; John and Carol Siler; Don and Shirley Thayer Newman; Larry and Phyllis Newman; Yesse and Donna Newman Yehudah; Earl and Marcia Thayer McGhee; Earl Jr. and Mary McGhee; Michael and Charisse McGhee Lazarou; the organizing members of the Thayer/Whitsell and Eaton family descendants.

Presented By

ALDERMAN OLIVO (13th Ward):

TRIBUTE TO LATE MR. MAX M. BALCAR, JR.

WHEREAS, God in His infinite wisdom has called Max M. Balcar, Jr. to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband and dearly missed of the late Lucille; loving father of Max III (Sheryl), Linda and Mariellen (C.P.D.) Balcar; dearest grandfather of Max IV; dear step-brother of Joan Waller (of Florida); also many nieces and nephews; Max M. Balcar, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Max M. Balcar, Jr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Max M. Balcar, Jr.

TRIBUTE TO LATE MR. JOSEPH N. DEDO.

WHEREAS, God in His infinite wisdom has called Joseph N. Dedo to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Dolores; loving father of Joseph, Jerry (Janice) and the late Diana Dedo; proud grandfather and great-grandfather of many, Joseph N. Dedo leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Joseph N. Dedo and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph N. Dedo.

TRIBUTE TO LATE MR. CHARLES C. FREED.

WHEREAS, God in His infinite wisdom has called Charles C. Freed to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband, valentine and dearest friend of Jennie for thirty years; son of the late Gunhild and late Fritz Freed; son-in-law of Stella (late Casimir) Piorkowski; brother-in-law to Cas and Rita Piorkowski, Steve and Dorie Piorkowski and the late Stanley Piorkowski; "Uncle Chuck" to Kim (Dr. Tim) Burke, Karen (Tim) Hooker, Robert (Mary Beth) Piorkowski, Stephanie, Andrew and Thomas Piorkowski; "Uncle Chuck" to eight great nieces and nephews; "Charlie" to many good friends, Charles C. Freed leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Charles C. Freed and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Charles C. Freed.

TRIBUTE TO LATE MR. ANDREW J. KOT.

WHEREAS, God in His infinite wisdom has called Andrew J. Kot to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by alderman Frank J. Olivo; and

WHEREAS, The beloved son of the late Joseph and Mary; loving brother of Walter and the late Chester; also many cousins, Andrew J. Kot leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Andrew J. Kot and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Andrew J. Kot.

TRIBUTE TO LATE MR. WALTER F. KRYSTOSZEK.

WHEREAS, God in His infinite wisdom has called Walter F. Krystoszek to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Michaline; loving father of the late Gerald Krystoszek; and fond uncle of many nieces and nephews, Walter F. Krystoszek leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Walter F. Krystoszek and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Walter F. Krystoszek.

TRIBUTE TO LATE MR. DANIEL T. MOODY.

WHEREAS, God in His infinite wisdom has called Daniel T. Moody to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved husband of Patricia; devoted father of Thomas, Mark, Alex and Brett; loving son of Charles and Marguerite Moody; dear brother of Cathy (Frank) Elmi, Michael (Jennifer) Moody and Mary Ellen (Vince) Santoro; son-in-law of John and Lorraine Turcich; and wonderful brother-in-law and uncle to many, Daniel T. Moody leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Daniel T. Moody and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Daniel T. Moody.

TRIBUTE TO LATE MRS. MARGARET M. NELSON.

WHEREAS, God in His infinite wisdom has called Margaret M. Nelson to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late John F. Nelson; loving mother of John F., Jr. (Tina), Charles F., Carl M. (Karen), Katherine E. (William) Gallina; and dearest grandmother of Michael, Jennifer, Jamie, Christopher "C.J.", Anthony "A.J.", Jason and Jaclyn, Margaret M. Nelson leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Margaret M. Nelson and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Margaret M. Nelson.

TRIBUTE TO LATE MRS. VICTORIA NOWAK.

WHEREAS, God in His infinite wisdom has called Victoria Nowak to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of the late Stanley; loving mother of Bernadine (Richard) Bilek; dearest grandmother of Lieutenant Commander David U.S.N. (Bryce) Bilek and Victoria (Gregory) Eansor; dear great-grandmother of Natalie Eansor; fond sister of Estelle (the late Charles) Soustek, Helen (the late Theodore) Piekarz, Sister Ann Marie O.S.F., the late Anne (the late Edward) Jakalski, Steven (Anne) Knawa and Emily, (the late John) Kenney; also aunt to many nieces and nephews, Victoria Nowak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Victoria Nowak and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Victoria Nowak.

TRIBUTE TO LATE MRS. AGNES T. SKVAREK.

WHEREAS, God in His infinite wisdom has called Agnes T. Skvarek to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The beloved wife of fifty years to the late Frank M.; loving mother of Richard; dear sister of the late Marie Kotlarz, the late Julia (the late Harry) Stuhr and late Rose (the late William) Ochaba; and aunt and friend to many, Agnes T. Skvarek leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Agnes T. Skvarek and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Agnes T. Skvarek.

TRIBUTE TO LATE MRS. RUTH SWANSON.

WHEREAS, God in His infinite wisdom has called Ruth Swanson to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The most beloved wife of forty-five years to Charles A.; loving mother of Laura (John) Bickel and Jennie (Jeff Krautwurst) Swanson; wonderful and cherished Mor Mor of Jessica, Bradley, Nicole, Amanda, Melissa, Elise and Emily; dear sister of Jennie (Verne) Jertson; and many cousins, aunts, uncles, nieces and nephews, Ruth Swanson leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the

death of Ruth Swanson and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ruth Swanson.

TRIBUTE TO LATE MRS. JOSEPHINE ZAWISLAK.

WHEREAS, God in His infinite wisdom has called Josephine Zawislak to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Frank J. Olivo; and

WHEREAS, The wife of the late Stanley; loving mother of Dorothy (the late George) McDaniel, Carol (the late Harold) Koehne, Rita (Jim) Polubinski and Mary (Mark) Gedonius; cherished grandma of nine and great-grandma of four; dearest sister of Phyllis (the late Jim) Maronta, the late Leo (the late Mary) Gaj and the late Mary Gaj; and aunt of many nieces and nephews, Josephine Zawislak leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Josephine Zawislak and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Josephine Zawislak.

*CONGRATULATIONS EXTENDED TO CALDERONE FAMILY
ON GRAND OPENING OF NEW RESTAURANT.*

WHEREAS, Palermo's Restaurant was established on November 10, 1980 by

Joseph and Frank Calderone, sons of Antonio and Carmela Calderone, immigrants from Sicily, Italy; and

WHEREAS, Giovanna and Joseph Calderone married and had two children, Antonio and Lisa (Adam) Cisek; and

WHEREAS, On July 29, 2002 time Calderone family embarks upon a new endeavor by opening an additional restaurant in Orland Park, Illinois; thereby continuing the family tradition; and

WHEREAS, May the Calderone family continue to serve as a fine example to us all through their exemplary service, kindness and fortitude; and

WHEREAS, The Calderone Family will be celebrating this special occasion with their loving family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby congratulate the Calderone Family on this grand occasion, and we also wish them many more years of happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Calderone Family.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MR. MAX APPLEBAUM.

WHEREAS, Max Applebaum has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Max Applebaum was the loving and devoted husband of the late Mildred, nee Rubin; and

WHEREAS, Max Applebaum served as a top executive at Goldblatt's department stores and was widely regarded throughout the retail industry as an advertising genius; and

WHEREAS, Born in Chicago and raised on the west side, Max Applebaum was one of five children of Russian immigrants; and

WHEREAS, Max Applebaum graduated from Medill High School and attended a few courses at Northwestern University before starting his first job, writing advertising copy for the old 12th Street Department Store; and

WHEREAS, Early in his career, Max Applebaum met his wife on the Fourth of July at the 12th Street Beach, which was located next to the Century of Progress Exposition, which was displaying such startling innovations as glass-walled houses and a streamlined railroad train; and

WHEREAS, Max Applebaum eventually joined Goldblatt's department stores, a chain which was founded in Chicago in 1914 and operated forty-two stores at its peak of success during the 1980s; and

WHEREAS, Max Applebaum was a widely respected innovator who helped to revolutionize the advertising world and came up with the first four-color advertising circulars for Goldblatt's department stores; and

WHEREAS, Max Applebaum served as president in 1965 and 1966 of North Suburban Synagogue Beth El in Highland Park; and

WHEREAS, Following his retirement, Max Applebaum divided his time between his Chicago and Florida residences; and

WHEREAS, Max Applebaum was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Doctor Michael; his two daughters, Merle Sanders and Barbara Sher; his sister, Bessie Mandel; his nine grandchildren; and his eight great-grandchildren, Max Applebaum imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Max Applebaum for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Max Applebaum.

TRIBUTE TO LATE MR. EDWARD BOGUCKI.

WHEREAS, Edward Bogucki has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A talented and highly respected member of the legal community, Edward Bogucki practiced law for more than half a century, specializing in real estate and probate cases; and

WHEREAS, A native of Poland, Edward Bogucki emigrated to Connecticut with his family as a young child and eventually came to Chicago, where he attended Tuley High School; and

WHEREAS, During World War II, Edward Bogucki served his country in the United States Army Air Corps in England and Scotland; and

WHEREAS, Following his Honorable Discharge, Edward Bogucki attended school on the GI Bill and graduated in 1951 from DePaul University College of Law; and

WHEREAS, Edward Bogucki was active in Saint Monica parish and in the Advocates Society, an organization of Polish American attorneys; and

WHEREAS, For twenty years, Edward Bogucki bowled in the Chasen Funeral Home League; and

WHEREAS, Edward Bogucki was an avid sportsman and an expert marksman; and

WHEREAS, Edward Bogucki was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Leah; his four brothers, Ronald,

George, Vince and Eugene; and his sister, Sister Valentine, Edward Bogucki imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Edward Bogucki for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward Bogucki.

TRIBUTE TO LATE MR. JOHN J. CADOGAN.

WHEREAS, John J. Cadogan has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of the northwest side, John J. Cadogan was the loving and devoted husband of the late Jean; and

WHEREAS, John J. Cadogan served as the chief of the Patrol Division for the Chicago Police Department from 1992 to 1996; and

WHEREAS, During his long and successful career with the Chicago Police Department, John J. Cadogan was credited with orchestrating the first reorganization in more than twenty years of the city's one thousand two hundred neighborhood police beats; and

WHEREAS, John J. Cadogan joined the police force in 1961 as a patrol officer and was named a detective in 1964; and

WHEREAS, John J. Cadogan was promoted to sergeant in 1968 and to lieutenant in 1972; and

WHEREAS, In 1979, John J. Cadogan was promoted to captain and he was appointed to serve in August of that same year as a commander and assigned to the Superintendent's Office; and

WHEREAS, John J. Cadogan was later named commander of Research and Development at a time when many credited the department with transforming itself into a modern police force; and

WHEREAS, John J. Cadogan was made assistant deputy superintendent in Operational Services in 1998, and in 1991 was promoted to deputy chief of the Patrol Division; and

WHEREAS, John J. Cadogan briefly headed the Organized Crime Division that same year but returned to the Patrol Division as chief in 1992; and

WHEREAS, John J. Cadogan retired in 1996 following thirty-five years of distinguished public service; and

WHEREAS, John J. Cadogan was a widely respected member of the Chicago Police Department who will be dearly missed and fondly remembered by his relatives, friends and former colleagues; and

WHEREAS, To his three sons, John, Jr., Thomas and Daniel; his two daughters, Joanne Cadogan and Kathleen Krueger; his brother, George; and his three grandchildren, John J. Cadogan imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate John J. Cadogan for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John J. Cadogan.

TRIBUTE TO LATE MR. DOUGLAS CHILDRESS.

WHEREAS, Douglas Childress has been called to eternal life by the wisdom of God at the age of sixty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Douglas Childress served as the head technician for the Cook County Medical Examiner's Office; and

WHEREAS, During his forty-four year career with the office, Douglas Childress worked on numerous high-profile cases, including the John Wayne Gacy murders, the tragic Flight 191 crash in 1979 which killed two hundred seventy-one people and the Paxton Hotel fire that claimed nineteen lives in 1993; and

WHEREAS, Douglas Childress was also a key staffer in the 1995 heat wave that took more than seven hundred lives in the Chicago area; and

WHEREAS, Douglas Childress began his career at the county morgue on December 24, 1958, shortly after he returned home from serving his country in the United States Army in Korea; and

WHEREAS, As head autopsy technician, Douglas Childress worked closely with pathologists during autopsies; and

WHEREAS, Years of autopsy work provided Douglas Childress with a formidable understanding of forensic pathology and he was a mentor to many young doctors; and

WHEREAS, Douglas Childress was a tireless and devoted public servant who will be dearly missed and fondly remembered by his many relatives, friends and colleagues; and

WHEREAS, To his three sons, Clarence Reed, Larry Reed and Walter Reed; his three daughters, Denise Phillips, Betty Reed and Jacqueline Gillespie; his mother Janie Childress; his five brothers, Willie, Norman, Farmon, Arden and Clyde; his three sisters, Francis Lee Wood, Dorothy Blevins and Camilla McGee; and his many nieces and nephews, Douglas Childress imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Douglas Childress for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Douglas Childress.

TRIBUTE TO LATE MR. LOUIS COPPOLA.

WHEREAS, Louis Coppola has been called to eternal life by the wisdom of God at the age of seventy; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Louis Coppola was the loving husband of Shirley and the devoted father of Laura, Lisa, Louis S. and Lawrence; and

WHEREAS, Louis Coppola was a longtime and valued employee of the City of Chicago and a southwest side business owner; and

WHEREAS, Louis Coppola ably and honorably served for thirty-eight years in the Department of Streets and Sanitation, where he was a driver for the commissioner, a foreman of truck drivers and an inspector of snow removal equipment; and

WHEREAS, Following a distinguished career with the City of Chicago, Louis Coppola retired from public service three years ago; and

WHEREAS, Prior to joining the Department of Streets and Sanitation, Louis Coppola worked in the private sector for the Otis Elevator Company; and

WHEREAS, For the past ten years, Louis Coppola was the owner and operator of O'Lou's Lounge at 5102 South Archer Avenue; and

WHEREAS, A proud American patriot, Louis Coppola was a United States Marine Corps veteran of the Korean War and a member of the Stempien Post of the Veterans of Foreign Wars; and

WHEREAS, For forty years, Louis Coppola was an usher and men's club member at Saint Richard's Church; and

WHEREAS, Louis Coppola was an individual of great integrity, accomplishment and personal kindness who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Shirley; his two sons, Louis S. and Lawrence; his two daughters, Laura and Lisa; and his nine adoring grandchildren, Louis Coppola imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council,

assembled this tenth day of July, 2002, do hereby commemorate Louis Coppola for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Louis Coppola.

TRIBUTE TO LATE MR. BENJAMIN O. DAVIS, JR.

WHEREAS, Benjamin O. Davis, Jr. has been called to eternal life by the wisdom of God at the age of eighty-nine; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Benjamin O. Davis, Jr. was a pioneering military officer who was the commander of the fabled Tuskegee Airmen during World War II; and

WHEREAS, Benjamin O. Davis, Jr. and his pilots from the 332nd Fighter Group escorted bombers on two hundred air combat missions over Europe and they never lost a single bomber to an enemy fighter; and

WHEREAS, The Tuskegee Airmen, an all African-American fighter group, was named after the Alabama airbase where they received their training; and

WHEREAS, Benjamin O. Davis, Jr. retired from the United States Air Force as a lieutenant general and in 1970 was tapped to supervise the federal sky marshal program designed to quell a rash of airliner hijackings; and

WHEREAS, In 1971, Benjamin O. Davis, Jr. was named an Assistant Secretary of Transportation and retired from government service in 1975; and

WHEREAS, In 1998, President William Jefferson Clinton awarded Benjamin O. Davis, Jr. his fourth star, making him a full general; and

WHEREAS, Benjamin O. Davis, Jr.'s father, Benjamin O. Davis, Sr., was the first African-American general in United States history, serving in the Army; and

WHEREAS, Benjamin O. Davis, Jr. was an individual of great integrity, bravery and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his family, Benjamin O. Davis, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Benjamin O. Davis, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Benjamin O. Davis, Jr.

TRIBUTE TO LATE DR. JAMES J. DIAMOND.

WHEREAS, Doctor James J. Diamond has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A highly respected educator and administrator, Doctor James J. Diamond was a former dean and longtime economics professor at DePaul University in Chicago; and

WHEREAS, Born in 1927 on the north side, Doctor James J. Diamond attended Quigley North Seminary for three years, then graduated from Saint Gregory High School; and

WHEREAS, Doctor James J. Diamond received his bachelor's and master's degrees from DePaul University before completing his master's and doctoral degrees in economics from Northwestern University; and

WHEREAS, In the early 1960s, Doctor James J. Diamond embarked on a career in academia and became an influential member of DePaul University's business school and economics department; and

WHEREAS, Doctor James J. Diamond served as department chairman from 1966 to 1970 and as associate dean of the graduate school of business from 1968 to 1970; and

WHEREAS, Doctor James J. Diamond served as dean of the College of Commerce from 1971 to 1978 and retired from the economics department in 1988, when he received the university's highest honor, the Via Sapientiae Award; and

WHEREAS, In 1996 a former student endowed the James J. Diamond Scholarship, presented yearly to four DePaul University students majoring in economics; and

WHEREAS, As professor emeritus, Doctor James J. Diamond taught part-time at DePaul University until September, 2001; and

WHEREAS, A resident of Mount Prospect, Doctor James J. Diamond was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Mary Ann; his son, James Stephen; his daughter, Ann Diamond Wilson; and his granddaughter, Doctor James J. Diamond imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Doctor James J. Diamond for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Doctor James J. Diamond.

TRIBUTE TO LATE MR. E. MERRILL DUNLOP.

WHEREAS, E. Merrill Dunlop has been called to eternal life by the wisdom of God at the age of ninety-seven; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, E. Merrill Dunlop was a Chicago-born writer of hymns and sacred

choral music whose popular and uplifting compositions were widely used in the United Methodist and other churches; and

WHEREAS, E. Merrill Dunlop was best known for his hymn "My Sins Are Blotted Out I Know", which he told choral historians he wrote in a few minutes while crossing the Atlantic in 1927, imagining his sins to have been swallowed up by the ocean; and

WHEREAS, E. Merrill Dunlop penned nearly a thousand other songs, including "Only One Life To Offer" with Avis Christianson and "He Was Wounded For Our Transgressions" with Thomas Chisholm; and

WHEREAS, Through his body of work, E. Merrill Dunlop provided modern listeners with a peek into a more nostalgic era of religious music; and

WHEREAS, Raised in Oak Park, E. Merrill Dunlop graduated from the Moody Bible Institute and what is now Roosevelt University; and

WHEREAS, E. Merrill Dunlop married the former Lenore Bosworth in 1932 and became a widely recognized Christian radio and television personality; and

WHEREAS, E. Merrill Dunlop served as director of the Chicago Tabernacle Choir on the north side from the 1930s through the 1950s; and

WHEREAS, E. Merrill Dunlop was an individual of great integrity and personal strength who will be dearly missed and fondly remembered by his friends; and

WHEREAS, To his loving and devoted wife, Lenore; his two sons, David and Lenard W.; his daughter, Donna L. Mitchell; his six grandchildren; and his great-grandchild, E. Merrill Dunlop imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate E. Merrill Dunlop for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of E. Merrill Dunlop.

TRIBUTE TO LATE MR. ANDREW A. FARENGA.

WHEREAS, Andrew A. Farenga has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Andrew A. Farenga was the loving and devoted husband of Dolores; and

WHEREAS, Andrew A. Farenga served as a Springfield lobbyist and as head assistant attorney for the Metropolitan Water Reclamation District of Greater Chicago, the authority that handles water waste for Cook County; and

WHEREAS, In his role as a lobbyist with the Metropolitan Water Reclamation District of Greater Chicago, Andrew A. Farenga was responsible for persuading politicians to provide funding to upgrade sewers in Cook County; and

WHEREAS, Andrew A. Farenga played an influential role in securing money to build the Deep Tunnel Project, a one hundred mile system of tunnels and reservoirs; and

WHEREAS, Following a thirty-three year career with the Metropolitan Water Reclamation District of Greater Chicago, Andrew A. Farenga retired in 1990, but continued to counsel the agency's pension fund; and

WHEREAS, The son of Italian immigrants, Andrew A. Farenga played quarterback at Crane Technical High School in Chicago and then put himself through DePaul University College of Law, where he graduated in 1953; and

WHEREAS, Andrew A. Farenga was a consummate lawyer and a highly respected member of his profession; and

WHEREAS, A humble and dignified man of great intelligence and kindness, Andrew A. Farenga will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Dolores; his three daughters, Cynthia, Renee Ryan and Andrea; his brother, Jerry; his sister, Rose LeDonne; and his eight grandchildren, Andrew A. Farenga imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Andrew A. Farenga for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Andrew A. Farenga.

TRIBUTE TO LATE MR. TOM FITZPATRICK.

WHEREAS, Tom Fitzpatrick has been called to eternal life by the wisdom of God at the age of seventy-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A consummate writer and storyteller, Tom Fitzpatrick was a columnist and Pulitzer Prize winning reporter whose career brought him to the *Chicago Daily News*, the *Chicago Tribune* and the *Chicago Sun-Times*; and

WHEREAS, Tom Fitzpatrick won the Pulitzer Prize for his coverage of a window-smashing rampage through downtown Chicago of the radical Weathermen group on October 8, 1969; and

WHEREAS, Born in the Bronx, New York, Tom Fitzpatrick graduated from All Hallows Institute, a college preparatory school that named him to its Hall of Fame last year; and

WHEREAS, After attending college, Tom Fitzpatrick served as a wire service reporter for United Press International before joining the staffs of several Ohio dailies, including the *Cleveland Plain Dealer*; and

WHEREAS, Tom Fitzpatrick eventually came to Chicago, where he worked as a sports writer at the old *Chicago Daily News* and the *Chicago Tribune* before moving to the *Chicago Sun-Times* in 1966; and

WHEREAS, A dapper dresser with a prizefighter's face, Tom Fitzpatrick always got his story, whether it required him to be an aggressive reporter, or simply to dispense a touch of his Irish charm; and

WHEREAS, In 1979, Tom Fitzpatrick left Chicago to write for the *Arizona Republic* and returned to the *Chicago Sun-Times* in 1985; and

WHEREAS, Tom Fitzpatrick moved to Phoenix, Arizona in 1987, where he worked until 1994 for the *New Times*; and

WHEREAS, Tom Fitzpatrick later worked in his retirement as a freelance writer for newspapers and magazines; and

WHEREAS, Tom Fitzpatrick was a superbly talented writer whose undeniable intelligence and unique writing style left behind an indelible mark on his many readers and admirers; and

WHEREAS, To his devoted wife, Christina Lundholm, and his three children from a previous marriage: his two sons, Thomas and Michael; and his daughter, Kelly, Tom Fitzpatrick imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Tom Fitzpatrick for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Tom Fitzpatrick.

TRIBUTE TO LATE MR. JOSE N. GOMEZ.

WHEREAS, Jose N. Gomez has been called to eternal life by the wisdom of God at the age of eighty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Jose N. Gomez was a pioneering Hispanic radio personality in Chicago who brought the first daily Spanish language radio program to Chicago in 1949; and

WHEREAS, Jose N. Gomez's widely popular show, "The Mexican Hour", started out on the old WHFC, then the city's ethnic station, and blossomed over the years to become up to a ten-hour a day program, featuring news from all over the world and prominent Latin personalities; and

WHEREAS, Jose N. Gomez retired in 1991, but was a key figure in helping the Hispanic radio market to grow in the Chicago metropolitan area, which now numbers more than a half dozen stations; and

WHEREAS, A native of the Dominican Republic, Jose N. Gomez came to Chicago from New York in 1949 along with his late wife, the former Rosita Zuniga, and founded the Casa Madrid Record Company; and

WHEREAS, In the 1950s, along with actor and bandleader, Desi Arnaz, Jose N. Gomez managed several Latin boxers, the most famous being Kid Gavilan; and

WHEREAS, Jose N. Gomez was a much sought after master of ceremonies at various theaters across Chicagoland; and

WHEREAS, In 1988, Mayor Richard M. Daley recognized Jose N. Gomez as a Latin American broadcasting pioneer; and

WHEREAS, Jose N. Gomez also received international honors and tributes for his work across the United States as well as in Mexico and the Dominican Republic; and

WHEREAS, Jose N. Gomez was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his seven sons, Tony, Ernesto, Frank, Joseph, Ralph, Victor and Frank Hernandez; his seventeen grandchildren; and his many great-grandchildren, Jose N. Gomez imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Jose N. Gomez for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Jose N. Gomez.

TRIBUTE TO LATE MRS. ALICE IHRIG.

WHEREAS, Alice Ihrig has been called to eternal life by the wisdom of God at the age of eighty-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Alice Ihrig served as president of the League of Women Voters of Illinois from 1971 to 1973; and

WHEREAS, From 1968 to 1970, Alice Ihrig spearheaded the organization's successful drive to adopt a new state constitution; and

WHEREAS, Under Alice Ihrig's direction, the League of Women Voters of Illinois helped other lobbying groups revise and modernize the 1870 Constitution to include a stronger Bill of Rights with equal employment opportunities for the physically disabled and a change to annual legislative sessions; and

WHEREAS, Alice Ihrig's tireless efforts culminated in the 1970 Illinois Constitutional Convention; and

WHEREAS, A civic-minded individual of great integrity and accomplishment, Alice Ihrig served on the board of the Southwest Y.M.C.A., Illinois' mental health planning board and the Oak Lawn Planning and Zoning commissions; and

WHEREAS, A resident of Oak Lawn, Alice Ihrig was the loving and devoted wife of the late Robert; and

WHEREAS, Alice Ihrig will be dearly missed and fondly remembered by her many relatives, friends and neighbors; and

WHEREAS, To her brother, David Bennett, and her sister, Barbara Eichman, Alice Ihrig imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Alice Ihrig for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Alice Ihrig.

TRIBUTE TO LATE REVEREND PHILIP RODINE JOHNSON.

WHEREAS, The Reverend Philip Rodine Johnson has been called to eternal life by the wisdom of God at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Reverend Philip Rodine Johnson served with holiness and compassion as a chaplain at the Dwight Correctional Center for women in downstate Dwight, Illinois; and

WHEREAS, The Reverend Philip Rodine Johnson led services in a chapel on the prison grounds and visited those inmates who were sent to the infirmary or held in disciplinary confinement; and

WHEREAS, The Reverend Philip Rodine Johnson previously served as a drug and alcohol counselor in Chicago at Lutheran Social Services of Illinois; and

WHEREAS, A native of Chicago, The Reverend Philip Rodine Johnson earned his Master's of Divinity degree from Luther Seminary in St. Paul, Minnesota; and

WHEREAS, The Reverend Philip Rodine Johnson was a widely admired member of the religious community who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Grace; his son, Peter; his sister, Robin Jaruszewski, and his two grandchildren, The Reverend Philip Rodine Johnson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate The Reverend Philip Rodine Johnson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Reverend Philip Rodine Johnson.

TRIBUTE TO LATE MR. JAMES S. KEMPER, JR.

WHEREAS, James S. Kemper, Jr. has been called to eternal life by the wisdom of God at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, James S. Kemper, Jr. was the former head of the Kemper Insurance Companies and a widely admired champion of alcohol rehabilitation programs; and

WHEREAS, During his highly successful tenure as chairman and chief executive officer of the insurance giant, James S. Kemper, Jr. helped the corporation prosper and created an employee assistance program for substance abuse that became a national model; and

WHEREAS, James S. Kemper, Jr. held a series of highly visibly positions of national importance dealing with alcohol-related issues and policy; and

WHEREAS, President Jimmy Carter named James S. Kemper, Jr. to the National Commission on Alcoholism and Other Related Problems in the late 1970s; and

WHEREAS, President Ronald Reagan appointed James S. Kemper, Jr. to serve on the Presidential Commission on Drunk Driving; and

WHEREAS, James S. Kemper, Jr. was later chairman of the Board of Trustees of the National Commission Against Drunk Driving; and

WHEREAS, Born in Chicago two years after his father founded the mutual insurance company, James S. Kemper, Jr. earned a bachelor's degree from Yale University and a law degree from Harvard University; and

WHEREAS, During World War II, James S. Kemper, Jr. served his country as a naval intelligence officer in the Pacific Theater of Operations; and

WHEREAS, Following his Honorable Discharge, James S. Kemper, Jr. practiced law in Chicago, New York and Los Angeles; and

WHEREAS, In 1960, James S. Kemper, Jr. joined his father's company and helped to transform it into a major financial services group in 1967 with the formation of the publicly held Kemper Corporation; and

WHEREAS, James S. Kemper, Jr. led the corporation to purchase a number of regional property-casualty insurance companies; and

WHEREAS, The corporation was sold to Zurich Insurance Group in 1996; and

WHEREAS, James S. Kemper, Jr. was an individual of great vision and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Joan; his three sons, James S. III, Stephen and Robert; his two daughters, Linda Fair and Judith Lewis; his two stepdaughters, Christina Gidwitz and Jan Fotre; his stepson, Dr. Terry Fotre; his two sisters, Mildred Terrill and Rosemary Thomas; his eleven grandchildren; and his great-grandchild, James S. Kemper, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate James S. Kemper, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of James S. Kemper, Jr.

TRIBUTE TO LATE MR. WILLIAM F. KENNEDY.

WHEREAS, William F. Kennedy has been called to eternal life by the wisdom of God at the age of seventy-four; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, William F. Kennedy was the loving and devoted husband of Patricia, nee McKeown; and

WHEREAS, William F. Kennedy was the beloved father of five children to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, William F. Kennedy enjoyed a long and distinguished career as a member of the Chicago Police Department and retired as a sergeant; and

WHEREAS, A proud military veteran, William F. Kennedy bravely served his country in the United States Army during the Korean War and was a member of the American Legion Post Number 854; and

WHEREAS, William F. Kennedy was a member of the Holy Name Society of Saint Christina's parish; and

WHEREAS, William F. Kennedy was an individual of great integrity and personal kindness who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Patricia; his four sons, William, Timothy (C.P.D.), Jack and Michael (C.P.D.); his daughter, Maureen (C.P.D.); his brother, Francis; and his twelve adoring grandchildren, William F. Kennedy imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate William F. Kennedy for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of William F. Kennedy.

TRIBUTE TO LATE MR. PAUL LIGON.

WHEREAS, Paul Ligon has been called to eternal life by the wisdom of God at the age of sixty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Paul Ligon served as a stockbroker with Mesirow Financial Services and was a leading Chicago community activist; and

WHEREAS, Paul Ligon also generously devoted much of his time to an unpaid position as president of the Central Michigan Avenue Association, a group formed to watch over the interests of shopkeepers along Michigan Avenue from the Chicago River to Roosevelt Road; and

WHEREAS, Born and raised in West Palm Beach, Florida, Paul Ligon graduated from West Palm Beach High School and the University of Wisconsin and served in the United States Navy; and

WHEREAS, Paul Ligon served on the boards of the Lawson House Young Men's Christian Association and Streeterville Organization of Active Residents (S.O.A.R.) and was a trustee of the Chicago Chapter of UNICEF; and

WHEREAS, Paul Ligon served as the chairman of the District 1 C.A.P.S. Committee and worked to improve Michigan Avenue by having flower planters installed; and

WHEREAS, Paul Ligon will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Lois; his son John Paul Ligon; and his brother, John, Paul Ligon imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Paul Ligon for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Paul Ligon.

TRIBUTE TO LATE MRS. CAROLINA PANERAI MANDEL.

WHEREAS, Carolina Panerai Mandel has been called to eternal life by the wisdom of God at the age of eighty-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, A woman of grace, dignity and charm, Carolina Panerai Mandel was a prominent member of Chicago society; and

WHEREAS, Born in Havana, Cuba, Carolina Panerai Mandel was educated in private schools in her native country and Europe; and

WHEREAS, In 1938, Carolina Panerai Mandel married Colonel Leon Mandel, the chairman of the Mandel Brothers Department Store chain; and

WHEREAS, Known as Carola, Carolina Panerai Mandel was a member of Chicago's social elite; and

WHEREAS, Society columnists called the beautiful Carolina Panerai Mandel "the picture of Paris chic" and a "fashion leader"; and

WHEREAS, Carolina Panerai Mandel took up skeet shooting in 1950 and won a national woman's competition in 1951 and went on to win eleven women's world championships and was the captain of the All-American women skeet team five consecutive times; and

WHEREAS, Carolina Panerai Mandel won more than five-hundred cups and sixty gold medals in shooting and was inducted into the National Skeet Shooting Hall of Fame in 1970; and

WHEREAS, Carolina Panerai Mandel will be dearly missed and fondly remembered by her friends; and

WHEREAS, To her many admirers, Carolina Panerai Mandel imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Carolina Panerai Mandel for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Carolina Panerai Mandel.

TRIBUTE TO LATE MRS. JOANNE MAXWELL.

WHEREAS, Joanne Maxwell has been called to eternal life by the wisdom of God at the age of seventy-one; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Joanne Maxwell was a high-profile member of the Republican Party and a political powerhouse in DuPage County; and

WHEREAS, Joanne Maxwell was a former journalist, consultant and public relations executive; and

WHEREAS, As an influential and knowledgeable supporter and advisor, Joanne Maxwell helped to direct a number of candidates to the state and national stage; and

WHEREAS, Joanne Maxwell merged her understanding of public opinion and political trends with the new technology of computerized voter databases and direct-mail campaigns on behalf of candidates and public officials; and

WHEREAS, Joanne Maxwell headed the Attention! Incorporated consulting company and served as the founder and first president of the Illinois Lincoln Excellence in Public Service Series, a program that helps to educate Republican women about public policy and campaign strategy; and

WHEREAS, Joanne Maxwell was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her loving and devoted husband, Donald; her two daughters, Donna J. Maxwell Ruscik and Barbara Lee Maxwell Cherep; and her three adoring grandchildren, Joanne Maxwell imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Joanne Maxwell for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joanne Maxwell.

TRIBUTE TO LATE MRS. MARY ANN MC CUDDEN.

WHEREAS, Mary Ann McCudden has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mary Ann McCudden was a social activist and a member of Evanston's Commission on Aging; and

WHEREAS, Mary Ann McCudden graduated from Saint Scholastica Academy in Chicago and St. Louis University in Missouri; and

WHEREAS, Mary Ann McCudden returned home and worked at Evanston Hospital until 1959, when she married her husband, John; and

WHEREAS, The couple lived in Avalon Park on the south side, where Mary Ann McCudden was active in promoting racial integration; and

WHEREAS, Mary Ann McCudden and her family moved in 1967 to Evanston and she became active in the Evanston Ecumenical Action Council; and

WHEREAS, Mary Ann McCudden organized a weekly soup kitchen at Saint Nicholas Catholic parish; and

WHEREAS, Mary Ann McCudden was an individual of great integrity and compassion who will be dearly missed and fondly remembered by her many relatives, friends and admirers; and

WHEREAS, To her loving and devoted husband, John; her four sons, Paul, Thomas, James and Daniel; her two daughters, Mary Rose and Anne; her brother, John Magruder; and her four grandchildren, Mary Ann McCudden imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Mary Ann McCudden for her grace-filled life and do hereby express our condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Ann McCudden.

TRIBUTE TO LATE MR. FRANK J. MC DERMOTT, JR.

WHEREAS, Frank J. McDermott, Jr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Born on June 29, 1937 in the City of Chicago, Frank J. McDermott, Jr. was the beloved son of the late Frank J. and Mary "Sis" McDermott; and

WHEREAS, Frank J. McDermott, Jr. resided on the south side and was the loving husband of Norine, nee Flynn and the devoted father of Mary Catherine Ludwig; and

WHEREAS, Frank J. McDermott, Jr. ably and honorably served for twenty-seven years as a member of the Chicago Police Department and was a proud member of the 9th District; and

WHEREAS, A proud American patriot, Frank J. McDermott, Jr. was a veteran of the United States Army; and

WHEREAS, An active and valued member of his community, Frank J. McDermott, Jr. was an honorary member of the 1234 Sportsman's Club; and

WHEREAS, Frank J. McDermott, Jr. was an individual of great integrity, personal kindness and strength of character who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Norine; his daughter, Mary Catherine Ludwig; his brother, John; his sister, Jean Kucharski; his three grandchildren; and his many nieces and nephews, Frank J. McDermott, Jr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Frank J. McDermott, Jr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Frank J. McDermott, Jr.

TRIBUTE TO LATE MR. ALBERT NADLER.

WHEREAS, Albert Nadler has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Albert Nadler was a decorated military veteran and the loving and devoted husband of Bina, nee Saltz; and

WHEREAS, A native of Chicago, Albert Nadler was raised in the Logan Square community and bravely served his country as a member of the United States Army during World War II; and

WHEREAS, Albert Nadler was assigned to a field artillery unit and fought in North Africa and Italy and was awarded a Purple Heart after he was wounded during a campaign in Sicily; and

WHEREAS, Following his Honorable Discharge in 1945, Albert Nadler married Bina Saltz and he eventually embarked on a career as a symphony violinist; and

WHEREAS, Known to his friends as "Buddy", Albert Nadler played thirty-one years with the Lyric Opera and for thirty-two years with the Grant Park Symphony Orchestra; and

WHEREAS, During his long and successful career, Albert Nadler also played with the Indianapolis Symphony, Pittsburgh Symphony, St. Louis Symphony, the American Ballet Theater, the Lithuanian Opera, Symphony II and the Chicago Chamber Orchestra; and

WHEREAS, Albert Nadler was a consummate professional and a highly talented musician who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving wife, Bina; his two sons, Paul and Sheldon; his daughter, Debra Lamdan; his sister, Deana Sparberg; and his six adoring grandchildren, Albert Nadler imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Albert Nadler for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Albert Nadler.

TRIBUTE TO LATE MR. DONALD KEITH NELSON.

WHEREAS, Donald Keith Nelson has been called to eternal life by the wisdom of God at the age of seventy-two; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Donald Keith Nelson was a widely admired retail executive and volunteer at Rush-Presbyterian-St. Luke's Medical Center; and

WHEREAS, Born in Chicago, Donald Keith Nelson graduated from Morgan Park Academy and the University of Illinois where he earned a bachelor's degree in business; and

WHEREAS, Donald Keith Nelson served as a sergeant in the United States Army from 1952 to 1954 and upon his return from the military entered Stanford University and received a master's degree in business administration; and

WHEREAS, Donald Keith Nelson was hired by Carson Pirie Scott & Company in 1957 and met his wife, Joan, while working for the popular Chicago retailer; and

WHEREAS, The couple married in 1961 and lived in Hinsdale for forty years where they raised three daughters; and

WHEREAS, When Carson Pirie Scott & Company was sold to P.A. Bergner's, Donald Keith Nelson left in 1987 to become a consultant for Spurgeons Department Store; and

WHEREAS, In his retirement, Donald Keith Nelson used his thirty years of experience at Carson Pirie Scott & Company to help turn gift shops in Rush-Presbyterian-St. Luke's Medical Center into profitable ventures; and

WHEREAS, Donald Keith Nelson was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Joan; his three daughters, Lesley Nelson Melin, Christina Klocko and Carrie Farra; his brother, Grant; and his nine adoring grandchildren, Donald Keith Nelson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Donald Keith Nelson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Donald Keith Nelson.

TRIBUTE TO LATE MR. JOHN P. O'MALLEY, SR.

WHEREAS, John P. O'Malley, Sr. has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, John P. O'Malley, Sr. was the beloved husband of the late Rita, nee Corrigan; and

WHEREAS, John P. O'Malley, Sr. was the proud and loving father of seven children to whom he imparted many of the fine and noble qualities that he possessed in abundance; and

WHEREAS, John P. O'Malley, Sr. served with tireless dedication for thirty-six years as an employee of the Water Department of the City of Chicago; and

WHEREAS, An active member of his community, John P. O'Malley, Sr. was a past Grand Knight of the Leo XIII Council, fourth degree and a member of the Garfield S.A.C.; and

WHEREAS, John P. O'Malley, Sr. was an individual of great integrity and accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three sons, John (C.F.D.), Stephen (C.F.D.) and James; his four daughters, Nancy Bracken, Carol, Therese Wittenmeier and Rita Koehler; his brother, James; his two sisters, Catherine Harrington and Marie Weybright; his fourteen grandchildren; and his many nieces and nephews, John P. O'Malley, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate John P. O'Malley, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of John P. O'Malley, Sr.

TRIBUTE TO LATE MR. GEORGE QUILL.

WHEREAS, George Quill has been called to eternal life by the wisdom of God at the age of eighty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, George Quill was a former executive with Catholic Charities, a businessman and a lifelong Chicagoan; and

WHEREAS, George Quill graduated from Austin High School and served his country in the United States Army Air Forces during World War II; and

WHEREAS, Following his Honorable Discharge, George Quill studied theology at Loyola University and spent five years as a seminarian with the congregation of Saint Viator; and

WHEREAS, Although George Quill decided not to enter the priesthood, his love of the church and his desire to help others led him to become a social worker; and

WHEREAS, George Quill subsequently became an executive in charge of maintenance and engineering with Catholic Charities and the Archdiocese of Chicago; and

WHEREAS, In 1970, George Quill took over his father-in-law's steel fabrication business and later started his own pipefitting business; and

WHEREAS, George Quill was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his loving and devoted wife, Phyllis; his four sons, George, Jr., Timothy, Michael and Brian; his brother, Walter; his sister, Lois Anderson; and his eleven adoring grandchildren, George Quill imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate George Quill for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George Quill.

TRIBUTE TO LATE MR. GEORGE A. RANNEY, SR.

WHEREAS, George A. Ranney, Sr. has been called to eternal life by the wisdom of God at the age of ninety; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A longtime resident of Libertyville, George A. Ranney, Sr. was a prominent lawyer, steel executive and land conservationist; and

WHEREAS, George A. Ranney, Sr. helped establish the Liberty Prairie Preserve which protects two thousand five hundred acres of open land from development in Libertyville, Warren, Avon and Fremont townships; and

WHEREAS, George A. Ranney, Sr. was a leading supporter of the International Crane Foundation, on whose board he served for eighteen years; and

WHEREAS, George A. Ranney, Sr. was the owner since 1969 of a cattle ranch in Corona, New Mexico and was named Rancher of the Year by the Lincoln County Soil Conservation District; and

WHEREAS, Raised in Chicago, George A. Ranney, Sr. was the son of the president of the Peoples Gas Company and graduated from Yale University and Yale University Law School; and

WHEREAS, During World War II, George A. Ranney, Sr. bravely served his country in the United States Army as a field artillery officer; and

WHEREAS, In 1938, George A. Ranney, Sr. married the former Nora "Nancy" Ryerson and in 1939 joined the prominent Chicago law firm of Sidley & Austin; and

WHEREAS, In 1954, George A. Ranney, Sr. joined the board of Inland Steel Company, which had merged with Ryerson Steel, founded by his wife's family; and

WHEREAS, On leaving the law firm of Sidley & Austin in 1962, George A. Ranney, Sr. was named Inland Steel Company's vice president and general counsel; and

WHEREAS, George A. Ranney, Sr. was later named vice chairman, a post he held until his retirement in 1977; and

WHEREAS, During the 1950s, George A. Ranney, Sr. served as the president of the Welfare Council of Metropolitan Chicago, a predecessor of the United Way; and

WHEREAS, George A. Ranney, Sr. was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his three sons, George A. Ranney, Jr., Edward Ryerson Ranney and David M. Ranney; his daughter, Nancy Ranney Levi; his ten grandchildren; and his great-grandchild, George A. Ranney, Sr. imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate George A. Ranney, Sr. for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of George A. Ranney, Sr.

TRIBUTE TO LATE MR. EDWARD BYRON SMITH.

WHEREAS, Edward Byron Smith has been called to eternal life by the wisdom of God at the age of ninety-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A resident of Lake Forest and Hobe Sound, Florida, Edward Byron Smith was a fourth-generation Chicago banker; and

WHEREAS, Edward Byron Smith's grandfather, Byron L. Smith, founded The Northern Trust Company, and his father, Solomon A. Smith, served as president and chairman of the board; and

WHEREAS, Edward Byron Smith's great-grandfather, Solomon A. Smith, was co-founder of the Merchants Savings, Loan & Trust Company in 1857, which later became Continental Illinois National Bank and Trust Company and is now part of Bank of America; and

WHEREAS, Born in Chicago, Edward Byron Smith received his bachelor's degree in English literature from Yale University in 1932 and married Louise Dewey in 1934; and

WHEREAS, Edward Byron Smith left the bank to serve his country in the United States Navy during World War II; and

WHEREAS, Following his honorable discharge from military service, Edward Byron Smith returned to the bank and was named its president in 1957; and

WHEREAS, Edward Byron Smith was named chairman of the board and chief executive officer in 1963; and

WHEREAS, During his esteemed tenure as head of the bank, Edward Byron Smith led The Northern Trust Company to expand beyond the City of Chicago at a time when few financial institutions were making such efforts; and

WHEREAS, The bank currently operates in twelve states and has eighty-three offices; and

WHEREAS, Edward Byron Smith retired in 1981 and was named honorary chairman of the board; and

WHEREAS, An active and widely respected civic leader, Edward Byron Smith was a trustee of the Art Institute of Chicago and the third generation of his family to serve as treasurer of the Field Museum of Natural History; and

WHEREAS, Edward Byron Smith was an individual of great integrity and professional accomplishment who will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his son, Edward Byron, Jr.; his daughter, Suzette de Marigny; his sister, Caroline Chappell; his seven grandchildren; and his great-grandchild, Edward Byron Smith imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Edward Byron Smith for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward Byron Smith.

TRIBUTE TO LATE HONORABLE THEODORE SOURIS.

WHEREAS, The Honorable Theodore Souris has been called to eternal life by the wisdom of God at the age of seventy-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Theodore Souris served as a member of the Michigan Supreme Court from 1960 until 1968; and

WHEREAS, The Honorable Theodore Souris was only thirty-three years old when Michigan Governor G. Mennen Williams appointed him to fill a vacancy on the high court; and

WHEREAS, Prior to his appointment, The Honorable Theodore Souris had spent a decade in private practice in Detroit and a year on the Wayne County Circuit Court; and

WHEREAS, The Honorable Theodore Souris was a brilliant scholar and a prolific writer of opinions and dissents on the high court; and

WHEREAS, The Honorable Theodore Souris presided on the bench during a volatile period in which the state's lawmakers and the high court clashed over many issues from legislation to reapportionment; and

WHEREAS, A distinguished jurist of great intellectual capacity and integrity, The Honorable Theodore Souris, on occasion, admonished his colleagues that the panel overreached its mandate by substituting its own opinions "for what the legislature intended"; and

WHEREAS, After The Honorable Theodore Souris completed his tenure on the bench, he resumed his role as one of Michigan's most outstanding lawyers; and

WHEREAS, During his career in private practice, The Honorable Theodore Souris represented such high-profile clients as Union Carbide Corporation, the Automobile Club of Michigan and the Motor Vehicle Manufacturing Association; and

WHEREAS, The Honorable Theodore Souris also performed legal work on the sale of the Huron Milling Company and Avis Rent-A-Car Systems, Incorporated, among others; and

WHEREAS, The Honorable Theodore Souris retired in 1990 and moved to Chicago; and

WHEREAS, The Honorable Theodore Souris will be dearly missed and fondly remembered by his many relatives, friends and admirers; and

WHEREAS, To his wife, Karla Scherer; his two sons, Christopher and Stephen; his daughter, Susan Wilson; his adopted daughter, Allison Scherer; and his seven adoring grandchildren, The Honorable Theodore Souris imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate The Honorable Theodore Souris for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Theodore Souris.

TRIBUTE TO LATE MR. ROBERT E. STREETER.

WHEREAS, Robert E. Streeter has been called to eternal life by the wisdom of God at the age of eighty-five; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Robert E. Streeter served as a top administrator at the University of Chicago and was widely admired for his wit, warmth and skills as an administrator; and

WHEREAS, Robert E. Streeter joined the university as an assistant English professor in 1947 and rose to become dean of the university seven years later; and

WHEREAS, Robert E. Streeter will be remembered for his adept handling of the university's transition from a universal college curriculum to one based on majors; and

WHEREAS, Born Robert Eugene Streeter in Williamsport, Pennsylvania, Robert E. Streeter completed his bachelor's degree at nearby Bucknell University, working summers as a wire service reporter; and

WHEREAS, Robert E. Streeter earned a master's and doctorate degrees in journalism from Northwestern University; and

WHEREAS, Before coming to the University of Chicago, Robert E. Streeter served as an educator at Bucknell University and Seoul National University in South Korea; and

WHEREAS, Robert E. Streeter was a formidable comedic spirit at the university and helped to script some of the more memorable lyrics for the University of Chicago Revels, a musical faculty roast; and

WHEREAS, In the hands of Robert E. Streeter, "Why Johnny Can't Read" was turned into the lyric "Why Johnny Reads Kant"; and

WHEREAS, Robert E. Streeter was a teammate at faculty softball games who rooted for batters with a quotation from E.M. Forster: "Only Connect!"; and

WHEREAS, Two years after retiring, Robert E. Streeter returned to Pennsylvania with his wife, Ruth, to live in Lewisburg, the town where he went to college as a young man; and

WHEREAS, Robert E. Streeter will be dearly missed and fondly remembered by his relatives, friends and admirers; and

WHEREAS, To his son, Allyn; and his daughter, Frear Streeter Simons, Robert E. Streeter imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Robert E. Streeter for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Robert E. Streeter.

TRIBUTE TO LATE DR. HAROLD M. VISOTSKY.

WHEREAS, Doctor Harold M. Visotsky has been called to eternal life by the wisdom of God at the age of seventy-eight; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Doctor Harold M. Visotsky was an advocate for the mentally ill who was widely admired for his compassion and expertise at treating people suffering from depression; and

WHEREAS, Born on the west side of Chicago, Doctor Harold M. Visotsky served in the United States Army during World War II and earned his bachelor's and medical degrees from the University of Illinois; and

WHEREAS, Doctor Harold M. Visotsky was one of the first American soldiers to storm the beach during the invasion of Normandy, France; and

WHEREAS, Doctor Harold M. Visotsky was also wounded in the Battle of the Bulge; and

WHEREAS, Doctor Harold M. Visotsky served as director of the Illinois Mental Health Department before moving in 1969 to Northwestern University, where he was chairman of the psychiatry department; and

WHEREAS, Doctor Harold M. Visotsky was a member and leader in a number of psychiatric organizations, including serving as chairman of the American Psychiatric Association's Committee on the Abuse of Psychiatry and Psychiatrists; and

WHEREAS, An individual of great intelligence, compassion and kindness, Doctor Harold M. Visotsky will be dearly missed and fondly remembered by his friends; and

WHEREAS, To his loving and devoted wife of forty-seven years, Gladys; his son, Jeff; his daughter, Robin; and his two grandsons, Doctor Harold M. Visotsky imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Doctor Harold M. Visotsky for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Doctor Harold M. Visotsky.

TRIBUTE TO LATE HONORABLE WALLACE WILKINSON.

WHEREAS, The Honorable Wallace Wilkinson has been called to eternal life by the wisdom of God at the age of sixty; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, The Honorable Wallace Wilkinson ably and honorably served as the governor of the State of Kentucky from 1987 to 1991; and

WHEREAS, During his esteemed tenure in office, The Honorable Wallace Wilkinson helped create the Kentucky state lottery, which his administration supported as an alternative to higher taxes; and

WHEREAS, The Honorable Wallace Wilkinson helped win passage of the 1990 Kentucky Education Reform Act, which set high performance standards, held schools accountable for their results and greatly increased school funding; and

WHEREAS, The Honorable Wallace Wilkinson was also a highly successful entrepreneur who started a used-book store as a teenager that grew into a national company; and

WHEREAS, At the zenith of its success, Wallace's Bookstores, Incorporated operated ninety-one stores on sixty college and seminary campuses; and

WHEREAS, Over the course of his private sector career, The Honorable Wallace Wilkinson's business interests also included a charter flight company, commercial real estate and a string of Kentucky banks; and

WHEREAS, The Honorable Wallace Wilkinson was an individual of great integrity and kindness who will be dearly missed and fondly remembered by his many relatives and friends; and

WHEREAS, To his family, The Honorable Wallace Wilkinson imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate The Honorable Wallace Wilkinson for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of The Honorable Wallace Wilkinson.

TRIBUTE TO LATE MR. TED WILLIAMS.

WHEREAS, Ted Williams has been called to eternal life by the wisdom of God at the age of eighty-three; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, An American baseball legend, Ted Williams helped define a colorful and vibrant era of the sport that will never be repeated or forgotten; and

WHEREAS, Ted Williams was an icon of the game who is considered by many to be the greatest player who ever lived; and

WHEREAS, Ted Williams was a power slugger who played nineteen extraordinary years for the Boston Red Sox and was the last player in the game to hit a .400 average, ending the year 1941 with .406; and

WHEREAS, A proud military veteran, Ted Williams also missed most of five seasons while serving his country as a pilot during World War II and the Korean War; and

WHEREAS, In Korea, Ted Williams served as wingman in combat for former United States Senator and astronaut John Glenn; and

WHEREAS, Ted Williams won the American League's Most Valuable Player Award twice and also won baseball's Triple Crown twice, leading the league in batting average, home runs and runs batted in; and

WHEREAS, Ted Williams had a .344 lifetime average and 521 home runs; and

WHEREAS, A man of intelligence, talent and integrity, Ted Williams will be dearly missed and fondly remembered by the American people; and

WHEREAS, To his family, Ted Williams imparts a legacy of faithfulness, service and dignity; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby commemorate Ted Williams for his grace-filled life and do hereby express our condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Ted Williams.

CONGRATULATIONS EXTENDED TO DR. Z. CLARA
BRENNAN ON APPOINTMENT AS PRESIDENT
OF SAINT AUGUSTINE COLLEGE.

WHEREAS, Doctor Z. Clara Brennan, a highly respected educator and administrator, has been appointed to serve as the president of Saint Augustine College in Chicago; and

WHEREAS, The Chicago City Council has been informed of this appointment by Alderman Edward M. Burke; and

WHEREAS, Saint Augustine College is an independent, bilingual institution created under the auspices of the Episcopal Diocese of Chicago; and

WHEREAS, Doctor Z. Clara Brennan will serve as the first Hispanic woman to hold the position of president of this highly respected and pioneering institution of higher learning since it was founded in 1981; and

WHEREAS, A native of Peru, Doctor Z. Clara Brennan received her baccalaureate degree in economics from Universidad Nacional de Trujillo, where she graduated first in her class; and

WHEREAS, Doctor Z. Clara Brennan attended the University of Missouri, Columbia, on Fulbright and Central Bank scholarships, earning her master's and doctorate degrees in economics; and

WHEREAS, Doctor Z. Clara Brennan joined the prestigious Economic Research Division of the Banco Central de Reserva del Peru before coming to the United States to serve as a professor and chair of the economics department at Park University in Kansas City, Missouri; and

WHEREAS, Doctor Z. Clara Brennan is a highly regarded member of the academic community who is worthy of our admiration and respect; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby warmly welcome Doctor Z. Clara Brennan to the City of Chicago and do hereby extend every best wish for her continued success and achievement as the new president of Saint Augustine College; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Doctor Z. Clara Brennan.

CONGRATULATIONS EXTENDED TO MR. ANDREW PAPPAS
ON RETIREMENT FROM CHICAGO BOARD
OF ELECTION COMMISSIONERS.

WHEREAS, Andrew Pappas has officially retired from the Chicago Board of

Election Commissioners following more than three decades of tireless and dedicated public service; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Edward M. Burke; and

WHEREAS, A lifelong Chicago citizen, Andrew Pappas has nobly represented the highest standards of public service and earned the respect of all Chicagoans; and

WHEREAS, Andrew Pappas was a dedicated and faithful employee of the Chicago Board of Election Commissioners and contributed greatly to the efficiency of many of its departments; and

WHEREAS, Andrew Pappas joined the Chicago Board of Election Commissioners in 1971 as an Extra Clerk and was promoted two years later to Election Clerk; and

WHEREAS, Andrew Pappas was named Senior Election Clerk I in 1975 and an Election Investigator in 1976; and

WHEREAS, In 1978, Andrew Pappas became the Board's Senior Election Clerk and the following year was tapped to become Senior Voting Registration Clerk; and

WHEREAS, In 1981, Andrew Pappas became Senior Records Service Clerk II and in 1984 was named Chief of Election Records and Maintenance; and

WHEREAS, In 1997, Andrew Pappas was named a Senior Supervisor in the Records Processing and File Maintenance Division, where he was responsible at the time of his retirement for ensuring the safety and the integrity of voting records throughout the City of Chicago; and

WHEREAS, Andrew Pappas enjoyed a long and successful career during which he upheld the finest traditions of public service; and

WHEREAS, The citizens of the great City of Chicago are grateful for the many years of dedicated service that Andrew Pappas has spent with the Chicago Board of Election Commissioners; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby express our gratitude to Andrew Pappas for more than three decades of public service and do hereby express our best wishes for his continued success and prosperity on the occasion of his retirement from the Chicago Board of Election Commissioners; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Andrew Pappas.

**DECLARATION OF JULY 13, 2002 AS "MR. MARTIN J. QUINN
DAY IN CHICAGO" AND EXPRESSION OF BEST
WISHES ON EIGHTIETH BIRTHDAY.**

WHEREAS, Martin Quinn will gather together with family members and friends on July 13, 2002, to celebrate the joyful occasion of his eightieth birthday; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The son of Irish immigrant parents, Francis and Margaret Quinn, nee McAndrew, Martin Quinn was born in the City of Chicago and raised on the great southwest side; and

WHEREAS, Martin Quinn attended Saint Brendan's Grammar School and Calumet High School and served his country in the United States Navy Seabees during World War II; and

WHEREAS, Following his Honorable Discharge from military service, Martin Quinn returned home and drove a streetcar; and

WHEREAS, Martin Quinn rose to become a supervisor before taking a cut in salary to become a Chicago police officer; and

WHEREAS, For most of his law enforcement career, Martin Quinn was assigned to the Deering Police District and proudly walked a beat in the Back of the Yards community at 47th Street and Ashland Avenue and he was fondly referred to as the "Mayor of 47th Street"; and

WHEREAS, The bustling retail hub was home to a number of stores, including Goldblatt's department store, Drover's Bank, Walgreen's, Andy's Candy Shop and People's Theater; and

WHEREAS, Martin Quinn loved his job as a police officer and while walking his beat he came to know all of the neighborhood merchants and many of the neighborhood families on a first-name basis; and

WHEREAS, A valued and active resident of the Bogan Manor community, Martin Quinn retired seventeen years ago from the Chicago Police Department, where he served with honor and distinction for thirty-five years; and

WHEREAS, Martin Quinn has been married fifty-seven years to his loving and devoted wife, Ruth, nee McMahon; and

WHEREAS, The much-beloved patriarch of his family, Martin Quinn is the proud father of five; grandfather of seven; great-grandfather of one; and the best father-in-law of three sons-in-law; and

WHEREAS, Throughout his life, Martin Quinn has earned the admiration and respect of his family, his many former colleagues and the respect of the community at large; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby declare July 13, 2002 to be "Martin J. Quinn Day in the City of Chicago" and do hereby express our fondest and best wishes for a festive eightieth birthday celebration; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Martin Quinn.

*DECLARATION OF JULY 26 THROUGH 28, 2002 AS
"LUNA FAMILY REUNION DAYS IN CHICAGO".*

WHEREAS, The family is the very foundation of our society. It gives us support and succor, and places us in an embracing social context; and

WHEREAS, A family reunion is therefore an inspiring event, reminding us all of our roots and, by extension, our common goals and purposes; and

WHEREAS, The Luna family, one of the largest Mexican American families in Chicago, will host a reception on Friday, July 26, 2002, at Bremen V.F.W. Post 2791 at 17147 South Oak Park Avenue in Tinley Park; and

WHEREAS, The Luna family will enjoy their annual family reunion on Saturday, July 27, 2002, at the Turtle Creek Forest Preserve at 136th Street and Harlem Avenue in Crestwood; and

WHEREAS, On Sunday, July 28, 2002, the Luna family will celebrate holy mass at Saint Francis of Assisi Church at Roosevelt Road and Halsted Street in Chicago; and

WHEREAS, Last year, more than three hundred members of the Luna family attended a series of reunion celebrations in the Chicago area from as far away as Texas, California and Mexico; and

WHEREAS, The Chicago City Council has been informed of these upcoming festive events by Alderman Edward M. Burke; and

WHEREAS, The strength of our society is represented in the family which engenders a spirit of togetherness and belonging even when members are scattered far and wide; and

WHEREAS, The leaders of this great city are proud of Chicago's many families and of the family structure which supports and enlivens us all; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby welcome and pay tribute to the members of the Luna family and do hereby officially declare July 26th, 27th and 28th to be "Luna Family Reunion Days in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Luna family.

CONGRATULATIONS EXTENDED TO NATIONAL RAINBOW/P.U.S.H.
COALITION ON CONDUCT OF ANNUAL CONFERENCE
AND TRADE EXHIBITION.

WHEREAS, The National Rainbow/P.U.S.H. Coalition & Citizenship Education Fund will hold its Annual Conference and Trade Exhibition on July 22 through July 24, 2002; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, The Annual Conference will be held at the Hyatt Regency Hotel, 151 East Wacker Drive in the City of Chicago and feature gospel and contemporary

entertainment as well as dignitaries including former President William Jefferson Clinton and The Reverend Jesse L. Jackson, Sr., the President and Chief Executive Officer of the Rainbow/P.U.S.H. Coalition; and

WHEREAS, The Annual Conference will also host business and civil rights workshops, a youth rally, a town hall meeting entitled, "Slavery and Its Legacy", and a number of other important activities; and

WHEREAS, The National Rainbow/P.U.S.H. Coalition is a multi-racial, multi-issue organization founded by The Reverend Jesse L. Jackson, Sr., which has registered hundreds of thousands of voters, mediated labor disputes and negotiated economic covenants with major corporations resulting in the creation of minority-owned franchises and car dealerships and other economic opportunities; and

WHEREAS, The National Rainbow/P.U.S.H. Coalition is dedicated to improving the lives of all people by focusing on arriving at solutions for economic and political ills; and

WHEREAS, The National Rainbow/P.U.S.H. Coalition is dedicated to reaching its goals through the research, education, development and execution of direct action programs that provide for economic and cultural independence; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled this tenth day of July, 2002, do hereby congratulate the National Rainbow/P.U.S.H. Coalition on its many outstanding achievements and do hereby express our best wishes for a successful Annual Conference and Trade Exhibition; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Reverend Jesse L. Jackson, Sr., President and Chief Executive Officer of the National Rainbow/P.U.S.H. Coalition.

Presented By

ALDERMAN RUGAI (19th Ward):

**CONGRATULATIONS EXTENDED TO FRANCIS AND MARY JEANNE
BYRNES ON FIFTIETH WEDDING ANNIVERSARY.**

WHEREAS, Francis (Rainey) and Mary Jeanne Byrnes will celebrate their golden

wedding anniversary on Saturday, July 12, 2002; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Virginia A. Rugai; and

WHEREAS, Mary Jeanne and Francis were married at Saint Brides Catholic Church, Chicago on July 12, 1952; and

WHEREAS, Their fifty years of married life have produced a loving and close family: Francis, Jr. and his wife, Joyce; Timothy and his wife, Rita; Georgina and her husband, the late Michael; Martha and her husband, Luis; and twelve wonderful grandchildren, Megan, Brook, Lauren, Tim, Brian, Patrick, Brendan, Courtney, Caroline, Michael, Madeleine and the late Maura; and

WHEREAS, Rainey retired from the Chicago Fire Department as a senior fire alarm operator after thirty-two years of service. He then retired from the Cook County Assessor's Office after nine years of service; and

WHEREAS, Mary Jeanne has served in numerous positions for the past fifty years: nurse, chef, counselor and confidant, maintenance person, grounds keeper, dog walker, launderer, tailor, and interior decorator, to name just a few. She has spent her entire married life tirelessly caring for her family, working twenty-four hour shifts to make sure her husband, children and pets were fed, pressed and cared for and kept a meticulous home on top of it all; and

WHEREAS, Mary Jeanne and Rainey are active members in the parish community of Saint Barnabas for the past forty-nine years, where Rainey serves as usher; and

WHEREAS, Rainey and Mary Jeanne enjoy spending the winter months leisurely at their home in Lido Key, Florida, shopping at Saint Armand's Circle and eating out every night, in addition to spending Friday evenings with friends at Ken's Restaurant in Beverly; and

WHEREAS, On July 14, 2002, Rainey and Mary Jeanne Byrnes will be joined along with their family and many friends to acknowledge and celebrate their fiftieth wedding anniversary; and

WHEREAS, Rainey and Mary Jeanne have celebrated five decades of marriage in loving and constant devotion to one another, truly exemplifying the spirit of the Sacrament of Marriage and serving as a model and inspiration to their children; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002, do hereby extend our

heartiest congratulations to Rainey and Mary Jeanne Byrnes upon the fiftieth anniversary of their marriage and join with their family and friends in wishing them many, many more years of happiness together; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mary Jeanne and Rainey Byrnes.

**CONGRATULATIONS EXTENDED TO LIEUTENANT PETER DIGNAN
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Lieutenant Peter Dignan has announced his retirement after thirty-three years of dedicated service to the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Virginia A. Rugai; and

WHEREAS, Lieutenant Peter Dignan was born November 29, 1946 on Chicago's south side. He graduated from Saint Helena of the Cross Grammar School and Mendel High School; and

WHEREAS, Peter Dignan began his career as a patrolman with the Chicago Police Department on March 31, 1969. He was promoted to the rank of sergeant on December 1, 1988. As sergeant, he worked within the 22nd District and the following units: 092, 091, 192, 622, 189 and 193. On November 6, 1988, he was promoted to lieutenant and assigned to the 21st District; and

WHEREAS, Lieutenant Peter Dignan has been awarded numerous commendations for his courage, heroism and bravery throughout his career as a Chicago police officer. He was awarded the "Top Cop Award" by the National Association of Police Organizations and the State of Illinois Medal of Honor. He received the Valor Award from numerous organizations, including, the International Narcotic Officers, Illinois Police Association, Illinois Drug Enforcement Officers, Sheriffs Law Enforcement, and the Fraternal Order of Police. He received the President's Award from the Chicago Police Sergeants Association, the Chicagoland Chamber of Commerce Excellence in Law Enforcement Award and Police Officer of the Year from the Emerald Society. The American Police Officers Hall of Fame honored Lieutenant Dignan with the Silver Star for Bravery. He was also the recipient of the Award for Heroism by *Police Technology* magazine and the Sons of the American Revolution Law Enforcement Award Commendation Medal; and

WHEREAS, Lieutenant Dignan upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence, courage and humor by all who served with him; and

WHEREAS, Lieutenant Peter Dignan and his wife, Cheryl, reside in Queen of Martyrs parish and he is the proud father of four children, Alison, Peter, Mary and Audrey; and

WHEREAS, In September, 2002, Lieutenant Peter Dignan will be joined by his family and many friends to acknowledge and celebrate his career as a member of the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of July, 2002, do hereby congratulate and pay tribute to Lieutenant Peter Dignan for his thirty-three years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Peter Dignan.

**CONGRATULATIONS EXTENDED TO LIEUTENANT THOMAS TANSEY
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

WHEREAS, Lieutenant Thomas Tansey has announced his retirement after twenty-nine years of dedicated service to the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of his retirement by Alderman Virginia A. Rugai; and

WHEREAS, Lieutenant Thomas Tansey was born May 9, 1949 on Chicago's south side. He graduated from Saint Sabina Grammar School and Leo High School; and

WHEREAS, Thomas Tansey began his career as a patrolman with the Chicago Police Department on March 19, 1973. He worked within the 22nd District, 5th District and Unit 612. He was promoted to the rank of sergeant on December 1, 1988. As sergeant, he worked within Units 612 and 620. On November 6, 1988,

he was promoted to lieutenant and assigned to the 22nd District, Units 193, 620, and the 2nd District; and

WHEREAS, Lieutenant Thomas Tansey has been awarded numerous commendations for his courage, heroism and bravery throughout his career as a Chicago Police Officer. He received the Junior Chamber of Commerce's Award for Outstanding Police Officer, the Superintendent's Valor Award and he was also the recipient of the Lambert Tree Award; and

WHEREAS, Lieutenant Thomas Tansey upheld the finest traditions of the Chicago Police Department and was respected for his character, intelligence, courage and humor by all who served with him; and

WHEREAS, Lieutenant Thomas Tansey and his wife, Marge, reside in Saint Christina parish and he is the proud father of four children, Michelle, Tommy, Joey and Mary Kate; and

WHEREAS, Lieutenant Thomas Tansey was joined by his family and many friends on June 11, 2002 to acknowledge and celebrate his career as a member of the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, in meeting assembled this tenth day of July, 2002, do hereby congratulate and pay tribute to Lieutenant Thomas Tansey for his twenty-seven years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lieutenant Thomas Tansey.

Presented By

ALDERMAN TROUTMAN (20th Ward):

TRIBUTE TO LATE MRS. SANDRA LYNN TYLON-THOMAS.

WHEREAS, Sandra Lynn Tylon-Thomas, a most beloved citizen, friend and

towering figure in Chicago's great 20th Ward community, has been called home by our Lord God and Savior Jesus Christ; and

WHEREAS, God in His infinite wisdom chose Thursday, July 4, 2002 to bring his precious daughter, Sandra Lynn Tylon-Thomas, to her heavenly reward; and

WHEREAS, The Chicago City Council has been notified of her transition by The Honorable Arenda Troutman, Alderman of the 20th Ward; and

WHEREAS, Mr. Joseph and Elizabeth Tylon were blessed with their precious daughter Sandra Lynn on October 6, 1956. Happiness, laughter and hope filled the Tylon household on the day Sandra was presented to her six siblings. Sandra was the seventh of nine children to bless the Tylon family; and

WHEREAS, Sandra sought the Lord's guidance at an early age. She was baptized at Saint Paul Missionary Baptist Church where she continued to be a faithful and devoted member. She was a graduate from Parker Elementary and Parker High Schools. Sandra worked diligently for the Drexel National Bank for many years before her employment with the Chicago Public School system in 1992. As a teacher's assistant, Sandra gave selflessly of her time and energies and later at Andrew Carnegie Elementary School where she was the school clerk, Sandra was irreplaceable; and

WHEREAS, Sandra was an active and vital member in her 20th Ward community who reached out to her neighbors, her family, her extended family and to countless individuals in need of her estimable services. She was a friend to many and a personal friend of Alderman Arenda Troutman. Sandra has left her indelible mark on mankind, and she will be sorely missed by all, especially her loved ones. She leaves to celebrate her life and legacy four sons, Maurice (Yolanda), Marcell, Samuel and Matthew; four sisters, Gloria, Sharon, Karen and Evelyn; four brothers, Michael, Jerry, Andre and Dennis; one aunt, Josie Berry; six grandchildren, Tiana, Timesha, Timothy, Jamauri, Jhordan and Jahmere; and a host of other relatives 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 tenth day of July, 2002 A.D., do hereby offer our heartfelt sympathy to the family, friends and loved ones of Sandra Lynn Tylon-Thomas and express our hope that the coldness of their grief be soon replaced by their warm memories of her; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Sandra Lynn Tylon-Thomas.

Presented By

**ALDERMAN OCASIO (26th Ward),
ALDERMAN SUAREZ (31st Ward) And
ALDERMAN COLOM (35th Ward):**

**COMMEMORATION OF FIFTIETH ANNIVERSARY OF CONSTITUTION
OF COMMONWEALTH OF PUERTO RICO.**

WHEREAS, On July 3, 1952, the President signed Public Law 82-447, approving the Constitution of the Commonwealth of Puerto Rico; and

WHEREAS, On July 10, 1952, the Constitutional Convention of Puerto Rico reconvened and approved the conditions established by Public Law 82-447; and

WHEREAS, On July 25, 1952, Governor Luis Munoz Mann proclaimed that the constitution was in effect; and

WHEREAS, The United States citizens of Puerto Rico have proudly fulfilled their duties to this great nation, and some have made the ultimate sacrifice in defense of democracy, freedom and the United States Constitution since World War I; and

WHEREAS, The cultural diversity of the United States has been enriched by the people of Puerto Rico who have preserved their culture, language and identity; now, therefore,

Be It Resolved, That the Mayor and City Council of Chicago do hereby congratulate the people of Puerto Rico on this anniversary; and

Be It Further Resolved, That on behalf of Puerto Rico's Governor, Sila Calderon, the Midwest Regional Office of the Puerto Rican Federal Affairs Administration, be presented with a suitable copy of this resolution with which to commemorate this memorable occasion.

Presented By

ALDERMAN E. SMITH (28th Ward):

**CONGRATULATIONS EXTENDED TO MRS. MARY JO WOOLFOLK
ON RETIREMENT FROM CHICAGO
PUBLIC SCHOOLS SYSTEM.**

WHEREAS, Mary Jo Woolfolk has served the Chicago Public Schools System and the Leif Ericson Scholastic Academy with distinction for thirty-two years and has now decided to retire to explore other challenges; and

WHEREAS, This honorable body has been informed of this special occasion by the esteemed Alderman of the 28th Ward, Ed Smith; and

WHEREAS, During her long and successful academic tenure, Mrs. Woolfolk served in many capacities including mainstream teacher, special education teacher, counselor, assistant principal and ultimately principal; and

WHEREAS, Under Mrs. Woolfolk's leadership, Ericson Scholastic Academy has become a beacon of excellence in the community; and

WHEREAS, Mrs. Woolfolk's commitment to Ericson Scholastic Academy is nothing short of outstanding and her work there has attracted other like minded educators who are interested in nurturing young minds and maximizing student potential; and

WHEREAS, Mrs. Woolfolk has assembled a team consisting of parents, educators, the local school council and Chicago Public Schools administrators who share a single vision of the road to accomplishment. Mrs. Woolfolk and her partners in education seek to involve the community as a whole in order that students may benefit from a total academic experience as well as gather life lessons that will construct a foundation to serve them for the rest of their lives; and

WHEREAS, Our young people are our most valuable resource. They will one day govern our cities, be the chief executive officer's of industry and the captains of their destiny. Because of the commitment of dedicated, dignified and graceful professionals such as Mrs. Mary Jo Woolfolk, this body is certain that our nation will be prepared to move into the 22nd century and beyond; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here in assembly do hereby offer our heartiest congratulations to Mrs. Mary Jo Woolfolk on the occasion of her retirement and offer our most sincere

wishes for her continued fulfillment in whatever endeavors she chooses to pursue in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Mary Jo Woolfolk.

Presented By

ALDERMAN MELL (33rd Ward):

**CONGRATULATIONS EXTENDED TO FATHER DONALD J. HEADLEY
ON RETIREMENT FROM PARISH MINISTRY AT OUR
LADY OF MERCY CHURCH.**

WHEREAS, Father Donald J. Headley, Pastor of Our Lady of Mercy Church, will retire from parish ministry on June 11, 2002; and

WHEREAS, The City Council has been advised of this occasion by Alderman Richard F. Mell of the 33rd Ward; and

WHEREAS, Father Headley was born and raised on the south side of Chicago, where he graduated from Saint Basil Grammar School; and

WHEREAS, Father Headley began his studies in preparation for the priesthood at Quigley Preparatory Seminary, from which he graduated with high honors in 1951; and

WHEREAS, Father Headley next attended Saint Mary of the Lake Seminary in Mundelein, Illinois, where he received his Licentiate in Sacred Theology and Master of Arts degrees. He was ordained on April 12, 1958; and

WHEREAS, From his ordination until 1963, Father Headley served as associate pastor at Old Saint Patrick's parish at West Adams Street and South Desplaines Street, then an economically depressed area. His work there included ministering to newly arrived immigrants, street people, prostitutes, addicts and others at the margin of society; and

WHEREAS, From 1963 to 1968, Father Headley served as executive director of the Cardinal's Committee for the Spanish Speaking, where he helped form programs not only to serve the needs of new Spanish-speaking immigrants, but also to assist them in preparation for ministry within their own parish communities; and

WHEREAS, From 1968 to 1980, Father Headley was pastor at the Archdiocese of Chicago's Mission San Miguelito in Panama. In this role he ministered to a poor community, trained parishioners for ministerial leadership within their community, taught them to train others for leadership roles, was instrumental in establishing the first permanent diaconate program in Panama and assisted numerous Catholic seminarians from Chicago in learning to serve a culture different from their own in preparation for their own ordinations; and

WHEREAS, In 1980, Father Headley returned to Chicago and, after brief stays at Mater Christ parish in North Riverside and Saint Paul parish in Chicago, he was assigned as pastor of Our Lady of Mercy in 1982; and

WHEREAS, Since his return to Chicago, Father Headley has also taught scripture and theology courses in the Archdiocesan Lay Ministry Leadership Program, Instituto de Liderazgo Pastoral; in the Diaconate Formation Program of the Archdiocese; at Catholic Theological Union; at Our Lady of Mercy and other parishes; and

WHEREAS, As pastor at Our Lady of Mercy, Father Headley worked to unify the many ethnic groups in the community, to minister to the religious and social needs of newcomers, to include new immigrants in parish activities as equal and welcome partners, and to invite and assist all interested parishioners to develop as lay ministers and community leaders; and

WHEREAS, Guided by his own deep faith, Father Donald Headley has always insisted that society treat all its members with justice and respect the rights of all persons to a decent life. He has campaigned for the rights of farm workers to organize, to receive decent wages and to work under healthy conditions. He has campaigned for affordable housing, for fair treatment of immigrants and against gang activity; and was instrumental in establishment of a legal clinic to serve his parishioners; and

WHEREAS, Father Headley's retirement will be more refocusing than rest; he will remain active in teaching and will continue his prolific writing; and

WHEREAS, Throughout his forty-four years in parish ministry, Father Donald Headley has recognized the potential of all the faithful to participate fully in the life of the church at all levels. In his humility, he sees his ministry not as any personal accomplishment, but as his sharing with others the work of the church in

transforming society. His legacy lies in the continuing efforts of all those he has encouraged and helped to train and in their continuation of his work; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do hereby congratulate Father Donald Headley for his long and distinguished service to the people of Chicago, and we thank him for his dedication to the improvement of our society; and

Be It Further Resolved, That we wish Father Headley health, happiness and continued success in his future endeavors; and

Be It Further Resolved, That suitable copies of this resolution be presented to Father Headley and to Our Lady of Mercy parish as a token of our esteem and good wishes:

Presented By

ALDERMAN AUSTIN (34th Ward):

TRIBUTE TO LATE MRS. CAROLYN JULIETTE LEE JACKSON.

WHEREAS, God in His infinite wisdom and judgment has called to her eternal reward Carolyn Juliette Lee Jackson, beloved citizen and friend, at the age of sixty-four years; and

WHEREAS, Born October 25, 1937, in Montgomery, Alabama, Carolyn Juliette Lee relocated to Chicago, where she was educated at Corpus Christi Elementary and High School. At an early age she met and married Erwin Jackson, and the loving couple raised three children. Carolyn Jackson was a deeply religious woman, a devout member of Saint Mark Missionary Baptist Cathedral, and she broadened her love to embrace many children, to whom she was lovingly known as "Tee"; and

WHEREAS, Carolyn Jackson was a woman of great spirit and love of life. Her mother, Marie, and husband having predeceased her, she leaves to celebrate her life her father, Bernard Lee, Sr.; three children, Darrell (Valencia), Stephanie (Timothy) Tyler and Kimberly; her brother, Bernard Lee, Jr.; sister, Marion Witherspoon; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly, do hereby express our sorrow on the passing of Carolyn Juliette Lee Jackson and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Carolyn Juliette Lee Jackson.

TRIBUTE TO LATE MR. GEORGE ERIC KERBY, JR.

WHEREAS, God in His infinite wisdom has called his faithful servant, George Eric Kerby, Jr. home to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his transition by The Honorable Carrie M. Austin, Alderman of the 34th Ward; and

WHEREAS, George Eric Kerby, Jr., a native of Chicago was born to the blessed union of George and Joyce Kerby on February 13, 1968. George, Jr. was a loving and caring son who cherished the short span of life granted him. He gave selflessly to his family, friends and neighbors; and

WHEREAS, George Eric Kerby, Jr. accepted Christ as his Savior at an early age at the Missionary Baptist Church, and in 2002 he became a devout member of the Messiah Temple M.B. Church. George was a graduate of Percy L. Julian High School and attended Olive Harvey, Jr. College. He participated in many community activities and was a faithful member of Harmony Lodge Number 88 F. & AM, PHA. George worked for Provident Hospital of Cook County for many years. He will be sorely missed by all who knew him; and

WHEREAS, George Eric Kerby, Jr. leaves to celebrate his life and cherish his memory the love of his life, Angela Nelson; and her son, Jamal; and daughter, Jelisa; and mother, Mary Dumas; his parents, George, Sr. and Joyce; his grandfather, Elisha Johnson; his three sisters, Vernetta Caldwell, Requel Wells and Jamillah Kerby; two brothers-in-law, Kenneth Caldwell and Rodney Wells; aunts, Alice, Patricia, Celeste, Gladys, Delores, Mary, Charlotte, Sandra, Debra, Hazel, Jackie, Janice and Lisa; and uncles, Linnie, David, Rass, Stanley, Ronald, Glenn, Rodney, Christopher and Mark; and a host of other relatives and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the passing of George Eric Kerby, Jr. and extend to his family and friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of George Eric Kerby, Jr.

**CONGRATULATIONS EXTENDED TO MRS. MARVA ALLISON
ON RETIREMENT FROM CHICAGO PUBLIC
SCHOOLS SYSTEM.**

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mrs. Marva Allison, retiring from teaching after thirty-eight years, epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Marva Allison, a graduate of Grambling State University (Bachelor of Arts, 1963 -- English/French) knew the priceless value of a quality, well-rounded education continued to pursue her own by earning a Master of Arts in Cultural Studies in 1975 and a Master of Arts in Educational Administration and Supervision in 1995; and

WHEREAS, Mrs. Allison generously shared her knowledge and passion for teaching by participating as a mentor for "Teachers for Chicago" and trained teachers for service at Englewood and Phillips High Schools, and taught as an adjunct professor at Prairie State College and Harold Washington College. Mrs. Allison also represented her peers in the capacity of delegate to the Chicago Teachers' Union; and

WHEREAS, After a stellar career in teaching, Mrs. Marva Allison is prepared to step into the next phase of her life which will encompass traveling, reading and continuing her volunteer work with South Suburban Catholic Charities, Saint Suzanna Shelter. She plans to continue as an advocate for the Illinois Commission for Human Rights and have more opportunities to enjoy the company of her son, Regis and his lovely wife, Samantha; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby offer our heartiest congratulations to Marva Allison on the occasion of her retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors she chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Marva Allison.

*CONGRATULATIONS EXTENDED TO MRS. ROSA CUNNINGHAM
ON RETIREMENT FROM CHICAGO PUBLIC
SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mrs. Rosa Cunningham, retiring from teaching after thirty-eight years, epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Rosa Cunningham, a graduate of Saint Phillips School of Nursing -- Medical College (1953, diploma), DePaul University (Bachelor of Science, 1957 -- Nursing), and Northeastern University (Master of Arts, 1971) began her nursing career at the Chicago Westside Veterans Hospital. Joining the Chicago Public Schools System in 1963, Rosa began as a school nurse and subsequently taught school at McDade Elementary School for one year; and

WHEREAS, Mrs. Cunningham joined the staff of Englewood High School in 1986 and at the time of her retirement was serving the students at both Englewood and Paul Robeson High Schools; and

WHEREAS, After an illustrious career in teaching, Mrs. Rosa Cunningham is prepared to step into the next phase of her life which will encompass her daily workouts at the health club, enjoying theater productions and spending quality time with her daughter, Monica and twin grandchildren, Jada and Justin, who came into this world on her birthday; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby offer our heartiest

congratulations to Mrs. Rosa Cunningham on the occasion of her retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors she chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Rosa Cunningham.

*CONGRATULATIONS EXTENDED TO MR. WALTER L. JONES ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mr. Walter L. Jones, retiring from teaching after thirty-six years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Mr. Jones, a graduate of Saint Ambrose College (Bachelor of Arts, 1965 -- Elementary Education -- Physical Education) and DePaul University (Master of Arts, 1972 -- Educational Administration and Supervision) began his career at Dixon Elementary School as a special education teacher. It was during his tenure at McLauren Occupational High School that Walter progressed through increasingly responsible positions including staff assistant and assistant principal; and

WHEREAS, Walter L. Jones subsequently went on to serve as assistant principal at Donoghue Elementary, Barton Elementary and ultimately retiring from Englewood High School in the capacity of assistant principal; and

WHEREAS, After an accomplished career in teaching, Walter L. Jones is prepared to step into the next phase in his life which will encompass traveling, playing racquetball, reading and working with his church, New Faith Baptist Church (Matteson) in teaching the ministry. Walter also plans to test his entrepreneurial skills and build a One Million Dollar business with Primeamerica and spending quality time with his wife, Mary and his children Walter III, John and Allen; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here in assembly on this tenth day of July, 2002, do hereby congratulate Walter L. Jones on the occasion of his retirement. We also extend our best wishes

for continued fulfillment in whatever future endeavors he chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Walter L. Jones.

*CONGRATULATIONS EXTENDED TO MS. GENEVIEVE MCINNIS ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Ms. Genevieve McInnis, retiring from teaching after thirty-four years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Ms. McInnis, a graduate of Chicago State University (Bachelor of Science, 1967 -- Business Education) and DePaul University (Master of Science, 1979 -- Business Education) spent her entire teaching career at Englewood, ultimately coordinating the introduction of the law education program with the Chicago Public Schools and the Coalition of Law Related Education. Genevieve encouraged her students in these law classes and eventually organized "Mock Trials" for students to actually get a feel for the courtroom. So successful was the program that several of the students went on to law school and are now practicing attorneys; and

WHEREAS, Ms. Genevieve McInnis is now ready to take the next step into her future after thirty-four years of outstanding service to the students of the Chicago Public Schools and Englewood High School in particular. Ms. McInnis plans to catch up on her reading, traveling and other activities. She is especially anxious to return to Africa and to visit the holy land and see first hand where Christianity was born; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby congratulate Genevieve McInnis on the occasion of her retirement and extend best wishes for her continued fulfillment in whatever endeavors she chooses to pursue in the future; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ms. Genevieve McInnis.

*CONGRATULATIONS EXTENDED TO MR. JOSEPH ROWAN ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mr. Joseph Rowan, retiring from teaching after thirty-five years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Mr. Joseph Rowan, a graduate of Alcorn State University (Bachelor of Science, 1965 -- Mathematics) and Marquette University (Master of Science, 1967 -- Mathematics), Joe has spent his entire teaching career at Englewood. Beginning as a mathematician, Joe has taught second generations of Englewood alumni. A consummate professional Joe became school programmer in 1982. Challenged with the duties of programming the entire student body, Joe has met the challenge yearly; and

WHEREAS, Joseph Rowan was a knowledgeable and early advocate of technology. Joe's expertise has been an integral part of bringing Englewood into the technology network; and

WHEREAS, After an accomplished career in teaching, Joseph Rowan is prepared to step into the next phase in his life which will encompass spending more time with his wife, Elaine; their children, Natasha, Joseph and Akilah; grandchildren, Ason, Amari, Nathan; and another soon to be born grandson. Joe is a "Star Trek" Trekkie, and plans to spend more time watching science fiction films, and hopes to return to his favorite vacation spot, Alaska. His retirement will allow him to dedicate more time to his church Bellview Baptist Church, and to begin a home based technology-related business; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here in assembly on this tenth day of July, 2002, do hereby congratulate Joseph Rowan on the occasion of his retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors he chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Joseph Rowan.

*CONGRATULATIONS EXTENDED TO MR. JAMES SHELTON ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mr. James Shelton, retiring from teaching after thirty-six years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Mr. James Shelton, a graduate of Tennessee State University (Bachelor of Arts, 1965 -- History) began his career with Chicago Public School at Tilton Elementary School in 1965. Transferring to Englewood in 1969, James taught history, served as the counselor for the "ABC Program" for at-risk students; and

WHEREAS, James Shelton subsequently went on as the director of discipline and security, James helped establish an educational environmental of safety for all the students, faculty and staff member of Englewood; and

WHEREAS, After an accomplished career in teaching, James is prepared to step into the next phase in his life which will encompass traveling, and spending quality time with his wife, Aubria; son, James, Jr.; and his grandchildren, Doniesha, Dante, James III and Richard. James has been enjoying his retirement by visiting family and friends from Georgia and Tennessee; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here in assembly on this tenth day of July, 2002, do hereby congratulate James Shelton on the occasion of his retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors he chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. James Shelton.

*CONGRATULATIONS EXTENDED TO MRS. VALORA WADE ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.*

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mrs. Valora Wade, retiring from teaching after thirty-five years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Valora Wade, a graduate of Arkansas A & M (Bachelor of Arts, 1965 -- English Education) and Roosevelt University (Master of Arts, 1991 -- Educational Administration and Supervision) began her teaching career at Oliver Wendell Holmes Elementary School; and

WHEREAS, Mrs. Valora Wade joined the staff of Englewood High School in 1966 and taught English and became instructional coordinator in 1983. She also contributed her expertise as a reading specialist and as a mentor for Teachers of Chicago; and

WHEREAS, After an illustrious career in teaching, Mrs. Valora Wade is prepared to step into the next phase of her life which will encompass her daily workouts at the health club, enjoying reading, traveling, fishing and spending quality time with her children, Erle Maurad and Jon Nigel; and twin grandchildren, Imani and Chanel and soon to be born Abeni Khalilah; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby offer our heartiest congratulations to Mrs. Valora Wade on the occasion of her retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors she chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Valora Wade.

**CONGRATULATIONS EXTENDED TO MRS. MABEL WAYNE ON
RETIREMENT FROM CHICAGO PUBLIC SCHOOLS SYSTEM.**

WHEREAS, The Chicago Public Schools System has been gifted with the talents of some extraordinary teachers throughout its long history; and

WHEREAS, Mrs. Mabel Wayne, retiring from teaching after thirty-six years epitomizes the profile of dedication and commitment needed to instill the knowledge and skills students will require to lead productive and successful lives; and

WHEREAS, Mabel Wayne, a graduate of Tougaloo College (Bachelor of Arts, 1962 -- Health and Physical Education) and Roosevelt University (Master of Arts, 1975 -- Educational Administration and Supervision) began her career at Louisville Colored High School in Louisville, Mississippi. In 1963 Mabel Wayne moved to Chicago and was a substitute teacher Crane High School for four months; and

WHEREAS, Mrs. Mabel Wayne joined the staff of Englewood High School in 1965 as a physical education teacher. During her tenure Mabel served as a coach for the girl's basketball, volleyball, softball team and track and field. She began her administrative career as the girl's disciplinarian, activities director, assistant principal, athletics director, and attendance administrator; and

WHEREAS, After an illustrious career in teaching, Mrs. Mabel Wayne is prepared to step into the next phase of her life which will encompass traveling, golfing, gardening and spending quality time with her husband, Sam; children, Darryl, Sammie, Jr., Cynthia and Cheryl; and grandchildren, Alexis, Sidney, Darryl, Jr., Sheldon, Sterling and Shelbie. Mabel is an avid community worker and is active with Combined Community Block Club and her church, Saint Ailbe's; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council gathered here this tenth day of July, 2002, do hereby offer our heartiest congratulations to Mrs. Mabel Wayne on the occasion of her retirement. We also extend our best wishes for continued fulfillment in whatever future endeavors she chooses to pursue; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Mabel Wayne.

Presented By

ALDERMAN MITTS (37th Ward):

TRIBUTE TO LATE MR. GEORGE EDWARD WELLS.

WHEREAS, God in His infinite wisdom and judgment has called to his eternal reward George Edward Wells, beloved citizen and friend, at the age of fifty-nine years; and

WHEREAS, Born in Arkansas September 28, 1943, George Edward Wells moved with his family to Chicago four years later and eventually graduated from McKinley Elementary School and Crane High School. A consummate musician, he was fourteen years old when he and some friends formed a singing group known as the Exciters, and later a second group was called the Thrills. In later years that group, which consisted of George and some of his brothers and a cousin, was renamed the Steelers; and

WHEREAS, George Edward Wells, known as "Flu" to relatives and his many friends, was a vital member of New Philadelphia Pentecostal House of Prayer and was a Master Mason of the Sons of Solomon Number 153, F & AMM, International Masons; and

WHEREAS, The head of a large and loving family, George Edward Wells leaves to celebrate his life his loving wife, Florence; fifteen children, Bernita, Martrice, Shannon, Crystal, Niya, Nicole, Kimberly, Yvette, Nicole, George, Jr., Nashawn, Dupree, Jamahl, Devol and Kareem; four stepchildren, Terry, Nathaniel, Melvin and Jonitha; three brothers, Lorenzo (Sally), Alonzo (Manila) and Wesley (Carolyn); two sisters, Inola Clay and Dorothy Rhodes; a host of grandchildren; and many other relatives and friends; now, therefore,

Be It Hereby Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the passing of George Edward Wells and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. George Edward Wells and family.

Presented By

ALDERMAN ALLEN (38th Ward):

TRIBUTE TO LATE MRS. MARY E. BOURDON.

WHEREAS, Mary E. Bourdon has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved daughter of the late William and the late Mary; loving mother of Barbara (the late Raymond) Simon; fond sister of the late Ann (the late Joseph) Valiquet, the late Thomas (the late Ruth), the late Joseph (Veronica), the late James and the late Catherine Allen; fond aunt of William Allen and the late Frances Valiquet; and great-aunt of Mark Allen, Mary E. Bourdon leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Mary E. Bourdon and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary E. Bourdon.

TRIBUTE TO LATE MRS. SOPHIE T. CECH.

WHEREAS, Sophie T. Cech has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The cherished wife of the late Leonard Cech; devoted mother of Thomas (Kathleen) and Richard (Laurence) Cech; and dearest grandmother of Timothy, Teresa and Madeline Cech, Sophie T. Cech leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Sophie T. Cech and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Sophie T. Cech.

TRIBUTE TO LATE MR. JOSEPH GALESKI.

WHEREAS, Joseph Galeski has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Dolores; loving father of Gregory (Susan) and Susan (Roberto) Flores; grandfather of Jennifer, Steven, Joseph, Rebecca, Roberto, Cesar and Ryan; brother of Anna Stelmasiak; and member of Saint Ladislaus H.N.S., Joseph Galeski leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Joseph Galeski and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Joseph Galeski.

TRIBUTE TO LATE MRS. GERALDINE H. MUELLER.

WHEREAS, Geraldine H. Mueller has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved mother of Bob (the late Joan) and Christine (Don) Mackay; loving grandmother of Melissa and Brian; dear sister of Rita Czewoski and Lorraine Zmich; and fond aunt to many nieces, nephews and godchildren, Geraldine H. Mueller leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Geraldine H. Mueller and extend to her family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Geraldine H. Mueller.

TRIBUTE TO LATE MR. FLOYD D. PERKINS.

WHEREAS, Floyd D. Perkins has been called to his eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of the late Patricia; loving father of Floyd (Linda), Matthew (Cindy), Michael, Mark (Sharon), Robert (Cheryl), Peter (Lisa) Perkins and Mary (Lance) Tortorici; Martha (Fred) Wicker, Joan (Robert) Green and the late Patricia Perkins; fond grandfather of eighteen; dear brother-in-law of Reverend Vincent, Robert (Donna), Marge, Alta and Nancy O'Shea; and fond uncle of many nieces and nephews, Floyd D. Perkins leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Floyd D. Perkins and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Floyd D. Perkins.

TRIBUTE TO LATE MR. EDMUND C. TILLOTSON, JR.

WHEREAS, Edmund C. Tillotson, Jr. has been called to his eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband of Deborah Witter Mead; loving father of Gordon Mead Tillotson; devoted son of Helen Tillotson; brother of Jane (John) Connell; and uncle of Ryan (Marianne), Evan and Patrick; he was preceded in death by his father Edmund C. Tillotson, Sr., Edmund C. Tillotson, Jr. leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Edmund C. Tillotson Jr. and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edmund C. Tillotson, Jr.

TRIBUTE TO LATE MR. EDWARD WEYTKOW.

WHEREAS, Edward Weytkow has been called to his eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The beloved husband for sixty years of Elizabeth; loving father of Kathleen (Donald) Karnuth, Linda (Anthony) Sokolowski, and Joseph Weytkow; proud grandfather of Jennifer, Daniel and the late Michael Sokolowski; and dear brother of John, the late Rose Dorobiala, the late Joseph and the late Stanley, Edward Weytkow leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Edward Weytkow and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edward Weytkow.

TRIBUTE TO LATE MR. LUTHER J. WRIGHT.

WHEREAS, Luther J. Wright has been called to his eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Thomas R. Allen; and

WHEREAS, The devoted husband for fifty-one years of Clara; loving father of Diane (Allen) Koskiewicz, Debra (Randy) Edwards and Daniel (Laura) Wright; proud grandfather of Kristina and Julie Koskiewicz, Jesse Ellen and Curtis Edwards and Matthew, Michelle and Michael Wright; also survived by a large family in Tennessee, Luther J. Wright leaves a legacy of faith, dignity, compassion and love; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this tenth day of July, 2002, do hereby express our sorrow on the death of Luther J. Wright and extend to his family and friends our sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Luther J. Wright.

Presented By

**ALDERMAN ALLEN (38th Ward) And
ALDERMAN LEVAR (45th Ward):**

**GRATITUDE AND BEST WISHES EXTENDED TO REVEREND
DENNIS CARNEIRO ON RELOCATION TO
NAGPUR, INDIA.**

WHEREAS, On Sunday, July 14, 2002, his many friends and followers are gathering to honor The Reverend Dennis Carneiro as he prepares to return to his native land, Nagpur, India; and

WHEREAS, The Reverend Dennis Carneiro arrived in the United States in 1972 to obtain a teaching degree from Loyola University; and

WHEREAS, On December 3, 1984, The Reverend Dennis Carneiro played an influential part in leading and coordinating the relief efforts of the "Bhopal Gas Tragedy"; and

WHEREAS, The Reverend Dennis Carneiro returned to the United States in 1989 to serve Our Lady of Victory parish. His work there helped create a caring and highly spiritual atmosphere through his dedication to visiting the sick, his involvement with the Boy Scouts and his leadership of the Sodality Club; and

WHEREAS, Upon leaving Our Lady of Victory parish, The Reverend Dennis Carneiro served as the chaplain at Alexian Brothers Medical Center in Hoffman Estates while residing in Holy Family parish in Inverness; and

WHEREAS, The Reverend Dennis Carneiro is a highly respected member of the religious community who is worthy of our great admiration and esteem; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council assembled this tenth day of July, 2002, do hereby recognize The Reverend Dennis Carneiro and do hereby express our best wishes for his return to India; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Reverend Dennis Carneiro.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MR. ROBERT GROSSMAN.

WHEREAS, God in His infinite wisdom has called to his eternal reward Robert Grossman; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Robert Grossman was a vital and active member of his community and a longtime member of the 39th Ward Democratic Organization. He leaves to mourn

his loving wife, Lucille; his children, Monique (Kenneth), Therese and Victor (Kathryn); and a host of other relatives and friends; and

WHEREAS, Robert Grossman will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Robert Grossman and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Robert Grossman.

TRIBUTE TO LATE MR. THOMAS P. JOYCE, SR.

WHEREAS, God in His infinite wisdom has called to his eternal reward Thomas P. Joyce, Sr.; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Thomas P. Joyce, Sr. was a vital and active member of his northwest side community. He leaves to mourn his children, Thomas P., Jr., Daniel P., Maureen A. and Lawrence J.; and a host of other relatives and friends; and

WHEREAS, Thomas P. Joyce, Sr. will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Thomas P. Joyce, Sr. and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Thomas P. Joyce, Sr.

TRIBUTE TO LATE MRS. SUSAN MOSCHIN.

WHEREAS, God in His infinite wisdom has called to her eternal reward Susan Moschin beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Margaret Laurino; and

WHEREAS, Susan Moschin was a vital and active member of her community and will be sorely missed. She leaves to mourn her children, Adam and Amy (Daniel); and also a host of other relatives and friends; and

WHEREAS, Susan Moschin will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Susan Moschin and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Susan Moschin.

TRIBUTE TO LATE MR. HAROLD ROSENTHAL.

WHEREAS, God in His infinite wisdom has called to his eternal reward beloved Harold Rosenthal citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Margaret Laurino; and

WHEREAS, Harold Rosenthal was a vital and active member of his community and will be sorely missed. He leaves to mourn his beloved wife, Sylvia; his children, Elaine (John), Barry (Terry) and the late Robert; and a host of other relatives and friends; and

WHEREAS, Harold Rosenthal will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Harold Rosenthal and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harold Rosenthal.

TRIBUTE TO LATE MR. HARRY SCHWIMMER.

WHEREAS, God in His infinite wisdom has called to his eternal reward Harry Schwimmer beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his death by Alderman Margaret Laurino; and

WHEREAS, Harry Schwimmer was a vital and active member of his community and will be sorely missed. He leaves to mourn his children Jerry (Sherry) and Judy (Beau); and a host of other relatives and friends; and

WHEREAS, Harry Schwimmer will be deeply missed, both the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Harry Schwimmer and extend to his family and friends our deepest sympathy.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Harry Schwimmer.

TRIBUTE TO LATE MR. ALPHONSE E. VERTENTEN.

WHEREAS, God in His infinite wisdom has called to his eternal reward Alphonse E. Vertenten beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his death by Alderman Margaret Laurino; and

WHEREAS, Alphonse E. Vertenten was a vital and active member of his Northwest side Community and will be sorely missed. He leaves to mourn his beloved wife Rosalie; his daughter Sandra and a host of other relatives and friends; and

WHEREAS, Alphonse E. Vertenten will be deeply missed, both the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of Alphonse E. Vertenten and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Alphonse E. Vertenten.

TRIBUTE TO LATE MR. WILLIAM VOLPE.

WHEREAS, God in His infinite wisdom has called to his eternal reward William Volpe, beloved citizen and friend; and

WHEREAS, The Chicago City Council has been informed of his death by Alderman Margaret Laurino; and

WHEREAS, William Volpe was a vital and active member of his community and will be sorely missed. He leaves to mourn his beloved wife, Angela; his children

Anthony (Lori), Danny and Chris (Jessy); and a host of other relatives and friends; and

WHEREAS, William Volpe will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our sorrow on the death of William Volpe and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of William Volpe.

**CONGRATULATIONS EXTENDED TO MRS. CATHERYNE PFANNKUCHE
ON NINETIETH BIRTHDAY.**

WHEREAS, Catheryne Pfannkuche outstanding citizen of Chicago's northwest side celebrates her ninetieth birthday, July 6, 2002; and

WHEREAS, Catheryne Pfannkuche, a longtime Chicago northwest side resident, will celebrate this great occasion with her daughter, Barbara Wodarski (Albert); her grandchildren, Patricia Picardi, (Rick) Kathy and Cynthia; and her great grandchildren, Ricky and Nicolette; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002, do hereby offer our heartiest congratulations to Catheryne Pfannkuche on her ninetieth birthday and extend to her our best wishes for continuing happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Catheryne Pfannkuche.

Presented By

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MRS. EPPIE LEDERER.

WHEREAS, Eppie Lederer, better known by millions as advice columnist, Ann Landers, was born Esther Pauline Friedman in Sioux City, Iowa on July 4, 1918 to parents who emigrated from Vladivostok, Russia; and

WHEREAS, Eppie Lederer arrived in Chicago in 1955 and with no previous work experience applied, nevertheless, she was awarded the coveted job as the "Ann Landers" columnist; making the column the world's best read and most widely syndicated in one thousand two hundred newspapers to an audience of ninety million readers; and

WHEREAS, Eppie Lederer, in addition to her daily column, was a prolific writer of best selling books and booklets; and served educational, medical and philanthropic organizations as board member and trustee; and

WHEREAS, Eppie Lederer's friends included United States presidents, leaders of every religion in the world, Supreme Court justices and captains of industry; and

WHEREAS, Eppie Lederer, who never graduated college, received thirty-three honorary degrees and the Albert Lasker Public Service Award; and

WHEREAS, Eppie Lederer epitomized Chicago with her strong opinions, her sage advice, her impeccable manners and quick wit; and

WHEREAS, Eppie Lederer will be honored with a street sign "Ann 'Eppie' Landers Way" at the corner of North Michigan Avenue, from East Illinois Street to East Northwater Street; and

WHEREAS, Eppie Lederer, on her passing June 22, 2002, was the loving and devoted mother to daughter Margo Howard and famous twin sister to Pauline Esther Friedman, also known as columnist, Dear Abby; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of July, 2002, do hereby honor and remember Eppie Lederer; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to the family of Eppie Lederer.

TRIBUTE TO LATE MR. PAUL LIGON.

WHEREAS, Paul Ligon was born and raised in West Palm Beach, Florida, served in the Navy and graduated from the University of Wisconsin before making his home in Chicago; and

WHEREAS, Paul Ligon's lifelong career was a stockbroker, and for the past seven years he was a respected and popular member of Mesirow Financial Services; and

WHEREAS, Paul Ligon's legacy to the City of Chicago will be his impressive accomplishments during his twelve years as president of the Central Michigan Avenue between the Chicago River and Roosevelt Road, for which he devoted numerous hours of support and service, and responsible for its rebirth, revitalization and beautification most recently by bringing curb-side planters to the streetscape; and

WHEREAS, Paul Ligon also served many other community organizations, as a member of the Board of Directors of the Lawson House Young Men's Christian Association and the Streeterville Organization of Active Residents, as well as a trustee of the Chicago Chapter of UNICEF and chairman of the District 1 C.A.P.S. committee, and an active member of Holy Name Cathedral, establishing its satellite chapel at Navy Pier which is named in his honor; and

WHEREAS, Paul Ligon will be honored with a street sign "Paul A. Ligon Way" at the southwest and northwest corners of McClurg Court and Water Street; and

WHEREAS, Paul Ligon was the loving husband to Lois; and a caring and devoted father to John Paul Ligon; and to his brother John; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of July, 2002, do hereby honor and remember Paul Ligon; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Paul Ligon.

*GRATITUDE EXTENDED TO MRS. JUDY CARMACK YORK
FOR OUTSTANDING VOLUNTEER EFFORTS AND
PHILANTHROPIC PURSUITS ON BEHALF OF
THE LATIN SCHOOL OF CHICAGO.*

WHEREAS, Judy Carmack York, born in Houston, Texas has always volunteered her time and talent to education and other philanthropic pursuits; and

WHEREAS, Judy Carmack York began her twenty-five years at The Latin School of Chicago and its Live & Learn adult education program super volunteer when her three children, George, Charlotte and Alice enrolled at the school; and

WHEREAS, Judy Carmack York, who will retire as chairman of the Board of Trustees, has held nearly every volunteer position from president of the Parents' Council, chairman of the Annual Fund and vice chairman of the Campaign for The Latin School of Chicago to co-chair of the auction and president of the Finders Keepers resale shop; and

WHEREAS, Judy Carmack York helped raise Eighteen Million Five Hundred Thousand Dollars for The Latin School during the capital campaign alone; and

WHEREAS, Judy Carmack York in her spare time serves as full-time head of the USA Education Charitable Trust, and presently has been stewardship co-chair at Saint Chrysostom's Church, special gifts co-chair of the Chicago Historical Society's capital campaign, executive committee member of the Landmarks Preservation Council of Illinois and member of the women's boards of the Rehabilitation Institute of Chicago and Northwestern Memorial Hospital, among other volunteer projects for the greater Chicago community; and

WHEREAS, Judy Carmack York will continue her volunteer activities for The Latin School by raising funds for professional development for faculty; supporting the high jump and athletic programs, increasing national recognition for the schools programs; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council of the City of Chicago, assembled in meeting this tenth day of July, 2002, do hereby honor Judy Carmack York; and

Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to Judy Carmack York and The Latin School of Chicago.

Presented By

ALDERMAN DALEY (43rd Ward):

**CONGRATULATIONS EXTENDED TO MRS. JEAN LENTI PONSETTO
ON BEING NAMED DIRECTOR OF ATHLETICS
FOR DE PAUL UNIVERSITY.**

WHEREAS, On July 1, 2002, Jean Lenti Ponsetto was introduced as DePaul University's new athletic director and was approvingly greeted with a standing ovation from colleagues, friends and fans at the DePaul Student Activities Center; and

WHEREAS, Jean Lenti Ponsetto, already an accomplished athlete and administrator, first came to DePaul University as a student in 1974. She played basketball, tennis, softball and volleyball, and after graduation was appointed the school's first women's assistant basketball coach. She entered into the athletic administration twenty years ago and was the senior associate athletic director for the last seven years; and

WHEREAS, Jean Lenti Ponsetto is part of one of Chicago's more prominent athletic families. She is married to Joe Ponsetto, former DePaul Blue Demons star and now chief of the Special Prosecution Bureau for the Illinois Attorney General. Her brother, Frank Lenti, is the head football coach of Mount Carmel High School; and another brother, Eugene Lenti, is DePaul's softball coach; and

WHEREAS, Chicago's great Lincoln Park community is made all the more wonderful by the presence in its center of DePaul University and its superb athletic programs. The school's new athletic director promises a smooth transition and much enthusiasm and great expertise; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A. D., do hereby extend our heartiest congratulations to DePaul University and its new athletic director, Jean Lenti Ponsetto, as well as our best wishes for their continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to DePaul University Athletic Director Jean Lenti Ponsetto.

Presented By

ALDERMAN LEVAR (45th Ward):

**CONGRATULATIONS EXTENDED TO MR. ROBERT F. DOUGLAS
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, On March 27, 2002, Robert F. Douglas, outstanding young citizen of this great city, had been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by the esteemed alderman of Chicago's 45th Ward, Patrick J. Levar; and

WHEREAS, Robert F. Douglas, a member of Saint Bartholomew Boy Scout Troop 935, has applied his energies and his talents to upholding the great standards and traditions of scouting. Robert's Eagle service project was to wash and paint the walls of several apartments in the Chicago Housing Authority building for low-income senior citizens. Robert coordinated the project with the City of Chicago's Department of Aging. The scouts, leaders and committee members of Troop 935 successfully completed the project under the direction of Robert F. Douglas; and

WHEREAS, Robert F. Douglas 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 tenth day of July, 2002 A.D., do hereby offer our heartiest congratulations to Robert F. Douglas 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 Robert F. Douglas.

**CONGRATULATIONS EXTENDED TO MR. JASON S. NUNEZ
ON ACHIEVING RANK OF EAGLE SCOUT.**

WHEREAS, On January 15, 2002, Jason S. Nunez, outstanding young citizen of

this great city, had been awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The Chicago City Council has been informed of this great achievement by the esteemed Alderman of Chicago's 45th Ward, Patrick J. Levar; and

WHEREAS, Jason S. Nunez, a member of Saint Bartholomew Boy Scout Troop 935, has applied his energies and his talents to upholding the great standards and traditions of scouting. Jason's Eagle service project was to provide hot meals to the homeless in Chicago's Lincoln Park area December 15, 2001. This project was ultimately successful with the help of the Boy Scouts of Troop 935, their parents and other volunteers; and

WHEREAS, Jason S. Nunez 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 tenth day of July, 2002 A.D., do hereby offer our heartiest congratulations to Jason S. Nunez 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 Jason S. Nunez.

**MR. DAVID J. WOODCOCK HONORED FOR PROMOTION OF
INTERNATIONAL TRAVEL TO CHICAGO.**

WHEREAS, In 1960, Mr. Woodcock began his career in the Aviation Industry as a reservations agent for the British Overseas Airway Corporation (B.O.A.C.) in downtown Chicago; and

WHEREAS, In 1962, Mr. Woodcock moved from downtown Chicago to the newly opened International Terminal at O'Hare Field becoming a ticket agent for B.O.A.C.; and

WHEREAS, In 1963, Mr. Woodcock joined American Airlines at O'Hare Field as a ticket agent; and

WHEREAS, In 1964, Mr. Woodcock joined SAS as an operation's agent as SAS began its April, 1964 inaugural service into O'Hare Field; and

WHEREAS, In 1972, Mr. Woodcock, having become a supervisory agent with SAS, was promoted to station manager at Chicago's O'Hare International Airport; and

WHEREAS, In 1988, Mr. Woodcock became the authorized representative for the International Airline Parties at Chicago O'Hare International Airport's Terminal 4; and

WHEREAS, In 1990, Mr. Woodcock negotiated the Terminal 5 International Use Lease Agreement on behalf of the International Terminal Airline Parties; and

WHEREAS, Mr. Woodcock became the president of CICA-TEC at Chicago O'Hare International Airport's Terminal 5; and

WHEREAS, Mr. Woodcock is the authorized representative of the International Terminal Airlines Parties for the development of Terminal 6; and

WHEREAS, In 1997 Mr. Woodcock received the O'Hare Wings of Vision Executive Service Award from the O'Hare Airport Chapel; and

WHEREAS, Mr. Woodcock was born David John Woodcock in London, England and became a citizen of the United States of America on July 4, 1976, our nation's two hundredth birthday, in Chicago, Illinois along with one thousand seven hundred seventy-five other newly made citizens; now, therefore,

Be It Resolved, That we, The Mayor and members of the City Council of the City of Chicago, do hereby honor and praise Mr. Woodcock for his contribution to the promotion and growth of international travel to Chicago and for his outstanding career. Please join us as we wish him all the best in the next chapter of his career; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. David J. Woodcock.

DECLARATION OF JULY 13, 2002 AS "EDWARD FOX PHOTOGRAPHY
ONE HUNDREDTH ANNIVERSARY DAY IN CHICAGO".

WHEREAS, On July 13, 2002, many friends and colleagues are gathering at the

Chicago Cultural Center to salute Edward Fox Photography, a great Chicago family business that is celebrating its one hundredth anniversary; and

WHEREAS, Founded in 1902 by a Russian immigrant and peopled and managed ever since by his direct descendants, Edward Fox Photography has become a household name in Chicago. Indeed, its one hundredth anniversary party is arranged by Chicago's Commissioner on Cultural Affairs in gratitude for the business' outstanding work for the City; and

WHEREAS, Located on Chicago's great northwest side, Edward Fox Photography has long been one of our great city's premiere businesses. It also continues to thrive as a family enterprise, and the descendants of Edward Fox have satisfied customer after customer in preserving them in an effective and highly artistic fashion. All Chicago is proud of Edward Fox Photography; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day July, 2002 A.D., do hereby express our heartiest congratulations to Edward Fox Photography on its one hundredth anniversary and in that regard we do hereby declare that Saturday, July 13, 2002, be known as "Edward Fox Photography One Hundredth Anniversary Day in Chicago"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Edward Fox Photography.

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO MS. HAYLEY CARBONARO
ON SIXTH PLACE FINISH IN 5TH AND 6TH GRADE
REGIONAL LONG JUMP COMPETITION.

WHEREAS, Hayley Carbonaro, from Bell School, placed sixth for the long jump at the 5th and 6th grade regional competition and contributed to the overall second place; and

WHEREAS, There were sixteen other schools that she competed against; and

WHEREAS, Alderman Gene Schalter was notified of her grand accomplishments; and

WHEREAS, Hayley's a role model to other athletes and is a team player; and

WHEREAS, We hope that this accomplishment can excel into higher achievements for years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby recognize Hayley Carbonaro for her accomplishments and outstanding leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Hayley Carbonaro.

*CONGRATULATIONS EXTENDED TO MS. KIRSTEN CORLEY
ON FIFTH PLACE FINISH IN 5TH AND 6TH GRADE
REGIONAL LONG JUMP COMPETITION.*

WHEREAS, Kirsten Corley, from Bell School, placed fifth in the long jump at the regional competition; and

WHEREAS, Sixteen other schools competed in this event; and

WHEREAS, Kirsten is an outstanding athlete and this was brought to Alderman Gene Schalter's attention; and

WHEREAS, Kirsten is a role model to other athletes and is a team player; and

WHEREAS, This achievement is due to extreme dedication and determination to track and field; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby recognize Kirsten Corley for her accomplishments and outstanding leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kirsten Corley.

*CONGRATULATIONS EXTENDED TO MRS. RUTH KELLY
ON ONE HUNDREDTH BIRTHDAY.*

WHEREAS, July 7, 2002 is Ruth Kelly's one hundredth birthday; and

WHEREAS, She has touched all of our lives in many ways; and

WHEREAS, The one hundred years she has been in our lives has been a joy and a blessing; and

WHEREAS, Hopefully, Ruth's family and friends can join in with her celebration on another year of life; and

WHEREAS, She has been a longtime resident of the great City of Chicago; and

WHEREAS, Alderman Gene Schulner has been notified of this wonderful occasion; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby express our best wishes and a wonderful birthday to Ruth Kelly; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ruth Kelly.

*CONGRATULATIONS EXTENDED TO MS. ILEANA LITTLE ON
SIXTH PLACE FINISH IN 5TH AND 6TH GRADE REGIONAL
200 METER DASH COMPETITION.*

WHEREAS, Ileana Little, from Bell School, placed sixth in the 200 meter dash at the 5th and 6th Grade Regional Track Meet; and

WHEREAS, She helped with Bell School's strong showing by contributing to the overall second place; and

WHEREAS, There were sixteen schools that she competed against; and

WHEREAS, Alderman Gene Schulter was notified of her grand achievements; and

WHEREAS, Ileana Little is a role model to other athletes and is a team player; and

WHEREAS, We hope that this accomplishment in track and field can lead into higher achievements for years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby recognize Ileana Little for her accomplishments and her outstanding leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ileana Little.

*CONGRATULATIONS EXTENDED TO MS. NAUSICCA RENNER ON
FIFTH PLACE FINISH IN 5TH AND 6TH GRADE REGIONAL
800 METER RUN COMPETITION.*

WHEREAS, At the 5th and 6th Grade Regional Track Meet Nausicca Renner, from Alexander Graham Bell School, placed fifth in the 800 meter run; and

WHEREAS, Bell School had a strong showing in the regional competition where sixteen other schools also competed; and

WHEREAS, Nausicca helped obtain the overall second place for the girl's track and field team; and

WHEREAS, Alderman Gene Schulter was notified of her grand achievements; and

WHEREAS, Nausicca Renner is a role model to other athletes and is a team player; and

WHEREAS, We hope that this accomplishment in track and field can lead into higher achievements for years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby recognize Nausicca Renner for her accomplishments and her outstanding leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Nausicca Renner.

**CONGRATULATIONS EXTENDED TO RAVENSWOOD UNITED CHURCH
OF CHRIST ON ONE HUNDRED FIFTEENTH ANNIVERSARY.**

WHEREAS, We join to celebrate the one hundred fifteenth birthday of Ravenswood United Church of Christ; and

WHEREAS, Anniversary occasions remind us of shared life with others in the body of Christ and the ministry of the sharing God to us; and

WHEREAS, When Reverend Halbersleben moved to Nebraska in 1887, some members of the mission asked The Reverend Doctor G. A. Zimmermann to temporarily act as part-time "tentmaker" minister. This temporary arrangement lasted fifteen years. A few weeks after Doctor Zimmermann had taken charge in September, 1887, he organized a congregation under the name of Saint John's Evangelical Church. This event marked the formal beginning of our congregation; and

WHEREAS, Within six years after the new chapel had been erected, it became evident that it was too small for the steadily increasing membership and for the activities of the auxiliary organizations. In May, 1895, the congregation purchased the property of the Lincoln Park Congregational Church located on the southeast corner of Mohawk and Dickens in the DePaul neighborhood. The church was dedicated as Saint John's Evangelical Church on October 20, 1895 and it served as our congregation's sanctuary for twenty-eight years; and

WHEREAS, The congregation decided to move to the Ravenswood area. While the ministry at Saint John's continued, services were also conducted in a rented hall at the corner of Montrose and Leavitt. In 1920, a bungalow chapel was built at 2042 Pensacola, and it was later remodeled into the church parsonage. The congregation shortly after thereafter adopted the name and was incorporated as "Ravenswood Evangelical Church"; and

WHEREAS, Alderman Gene Schulter would like to congratulate Ravenswood United Church of Christ on their one hundred fifteenth anniversary; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this tenth day of July, 2002 A.D., do hereby recognize Ravenswood United Church of Christ for their accomplishments and their community leadership; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ravenswood United Church of Christ.

Presented By

ALDERMAN MOORE (49th Ward):

**DECLARATION OF AUGUST 30, 2002 AS "COMMUNITY
NO SMOKING DAY IN CHICAGO".**

WHEREAS, Tobacco-related illnesses kill one out of three people who smoke and many others suffer from illness related to secondhand smoke; and

WHEREAS, There is a large degree of tobacco use among underage youth in the City of Chicago; and

WHEREAS, The Black Network In Children's Emotional Health (B.N.I.C.E.H.), through the twenty-five agencies of the B.N.I.C.E.H. Smoke Out Campaign, works in coalition with Be Nicer, Chicago Together and the City of Chicago Department of Public Health's Tobacco Initiative to prevent or reduce the prevalence of secondhand smoke and use of tobacco products at public events attended by young people, people with disabilities, seniors, and family members; and

WHEREAS, The Chicago Together Coordinating Council (C.T.C.C.) and its three thousand volunteers, along with the Chicago Department of Public Health, provides sponsorship for alcohol, tobacco and drug-free public events; and

WHEREAS, B.N.I.C.E.H., Chicago Together, 49th Ward Alderman Joe Moore and others support a "Community No Smoking Day" for Chicago citizens, agencies and visitors to promote awareness of the dangers of smoking and second hand smoke and for the distribution of health information; and

WHEREAS, C.T.C.C. and B.N.I.C.E.H.'s Smoke-Out Campaign are promoting and cosponsoring, along with the Mayor's Office of Special Events, B.N.I.C.E.H.'s "No Butts, No Booze Back-To-School Music Fest", to take place on August 30, 2002 from 11:00 A.M. to 7:00 P.M. at the Gale School Campus Park in the 49th Ward; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered in assembly this tenth day of July, 2002, do hereby proclaim August 30, 2002, as "Community No Smoking Day in Chicago" and invite all Chicagoans to support and attend B.N.I.C.E.H./Chicago Together's "No Butts, No Booze Back-To-School Music Fest"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the organizers of the "No Butts, No Booze Back-To-School Music Fest".

**CONGRATULATIONS EXTENDED TO JOHN MARSHALL
LAW SCHOOL ON 2002 ALUMNI REUNION.**

WHEREAS, John Marshall Law School will be honoring fifteen graduating classes at the 2002 alumni reunion and anniversary celebration "Renewing the Bonds" on September 14, 2002; and

WHEREAS, The celebration will be honoring the graduating classes of 1927, 1932, 1937, 1942, 1947, 1952, 1957, 1962, 1967, 1972, 1977, 1982, 1987, 1992 and 1997, and will be held in the Adams Room of the Palmer House Hilton; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this tenth day of July, 2002, do express our sincere congratulations and best wishes to the John Marshall Law School alumni, the administration and staff, the organizers and committee members of the event, including National Chair Joseph Gagliardo, a 1977 alumnus and member of the John Marshall's Alumni Association Board of Directors, and Program Chair Diane Jennings, a 1982 alumna and Publicity Chair Michael Favia, a 1982 alumna; and

Be It Further Resolved, That a suitable copy of this resolution be given to John Marshall Law School.

MATTERS PRESENTED BY THE ALDERMEN.

*(Presented By Wards, In Order, Beginning
With The Fiftieth Ward)*

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

*1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.*

*Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.*

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
GRANATO (1 st Ward)	North California Avenue, at 2528, for a distance of 25 feet -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90519

Alderman	Location, Distance And Time
	North Milwaukee Avenue, at 1896 -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;
HAITHCOCK (2 nd Ward)	South Michigan Avenue, at 1500 -- 1540, for a distance of 50 feet -- at all times -- daily;
CHANDLER (24 th Ward)	West Cermak Road, at 3018 -- 8:00 A.M. to 8:00 P.M. -- daily (loading zone); West Cermak Road, at 3020 -- 8:00 A.M. to 8:00 P.M. -- daily;
SOLIS (25 th Ward)	South Western Avenue, at 905, for one parking space -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday;
OCASIO (26 th Ward)	West North Avenue, at 2412 -- for a distance of 25 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday; North Western Avenue, at 1336 -- 1338, for a distance of 25 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (loading zone);
MATLAK (32 nd Ward)	North Ashland Avenue, at 2717 -- 9:00 A.M. to 9:00 P.M. -- at all times -- daily;
NATARUS (42 nd Ward)	West Adams Street, at 186 -- 6:00 P.M. to 7:00 A.M. -- Monday through Saturday;

Alderman

Location, Distance And Time

West Chicago Avenue, at 363, for a distance of 25 feet -- 9:00 A.M. to 5:30 P.M. -- Monday through Friday;

West Hubbard Street, at 25, for a distance of 65 feet -- 30 minute limit with hazard lights activated;

North Peoria Street, at 110, for a distance of 40 feet -- 10:00 A.M. to 6:00 P.M. -- Monday through Saturday;

South Wabash Avenue, at 226 -- 9:00 P.M. to 6:00 A.M. -- daily (loading zone);

DALEY (43rd Ward)

North Lincoln Avenue, at 2242, for a distance of 25 feet -- 6:00 P.M. to 3:00 A.M. -- Thursday, Friday and Saturday (valet parking);

STONE (50th Ward)

West Devon Avenue, at 2405, for a distance of 50 feet -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (in lieu of Parking Meters 482160, 482161 and 482162).

*Referred -- AMENDMENT OF LOADING ZONE
AT 2737 WEST TOUHY AVENUE.*

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which established loading zones on portions of various public ways by striking the words: "West Touhy Avenue, at 2737 -- 8:00 A.M. to 6:00 P.M. --

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90521

loading zone" and inserting in lieu thereof: "West Touhy Avenue, at 2737 -- 8:00 A.M. to 8:00 P.M. -- loading zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION
ON PORTIONS OF SPECIFIED PUBLIC WAY.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location; Distance And Direction
MURPHY (18 th Ward)	South Marshall Avenue, from 8100 to 8299 -- southerly;
DE VILLÉ (21 st Ward)	South Ada Street, from West 82 nd Street to West 83 rd Street -- southerly; South Winston Avenue, from 100 th block to 101 st block -- southerly;
E. SMITH (28 th Ward)	North La Crosse Avenue, from 200 block to 300 block -- northerly.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
ONE-WAY TRAFFIC RESTRICTION ON PORTION
OF WEST 123RD STREET.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously passed ordinance which restricted the flow of traffic to a single direction on portions

of specified public ways by striking the words: "West 123rd Street, between South Halsted Street and South Princeton Avenue", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AUTHORIZATION FOR INSTALLATION OF
PARKING METERS ON PORTION OF
SOUTH TAYLOR STREET.

Alderman Solis (25th Ward) presented a proposed order authorizing and directing the Commissioner of Transportation to install parking meters on both sides of South Taylor Street, from South Bell Avenue to West Ogden Avenue, and to limit parking to two hours at 25 cents per hour, to be in effect from 9:00 A.M. to 5:00 P.M., Monday through Friday (single pole with double meter head), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR REMOVAL OF PARKING
METER AT 4437 NORTH BROADWAY.

Alderman Shiller (46th Ward) presented a proposed order to authorize the Commissioner of Transportation to give consideration to the removal of Parking Meter 6624 located at 4437 North Broadway, 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:

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90523

Alderman	Location And Distance
<i>GRANATO</i> (1 st Ward)	North Oakley Avenue, at 3011, for a distance of 35 feet (except for handicapped); North Maplewood Avenue, at 2818, for a distance of 35 feet (except for handicapped);
<i>GRANATO</i> (1 st Ward) And <i>BURNETT</i> (27 th Ward)	North Willard Court, at 722 (except for handicapped);
<i>HAITHCOCK</i> (2 nd Ward)	South Calumet Avenue, at 3622, for a distance of 25 feet (Handicapped Parking Permit 27735); South Michigan Avenue, at 2921, for a distance of 25 feet (Handicapped Parking Permit 32224);
<i>HAIRSTON</i> For <i>LYLE</i> (6 th Ward)	South Champlain Avenue, at 8254 (Handicapped Parking Permit 31767); South Langley Avenue, at 8130 (Handicapped Parking Permit 29364); South Prairie Avenue, at 9242 (Handicapped Parking Permit 32807); South Rhodes Avenue, at 8148 (Handicapped Parking Permit 31761); South Rhodes Avenue, at 9413 (Handicapped Parking Permit 32804); South Vernon Avenue, at 8042 (Handicapped Parking Permit 31762);

Alderman	Location And Distance
<i>BEAVERS</i> (7 th Ward)	South Saginaw Avenue, at 8111 (Handicapped Parking Permit 32433);
<i>STROGER</i> (8 th Ward)	South Blackstone Avenue, at 9025 (Handicapped Parking Permit 32888); South Cornell Avenue, at 7622 (Handicapped Parking Permit 31149); South Crandon Avenue, at 8738 (Handicapped Parking Permit 32884); South Dauphin Avenue, at 9016 (Handicapped Parking Permit 32300); South Dobson Avenue, at 8038 (Handicapped Parking Permit 32092); South Euclid Avenue, at 8646 (Handicapped Parking Permit 32873); South Euclid Avenue, at 8934 (Handicapped Parking Permit 26615); South Merrill Avenue, at 7623 (Handicapped Parking Permit 33125); South Oglesby Avenue, at 8519 (Handicapped Parking Permit 32876);
<i>BALCER</i> (11 th Ward)	South Throop Avenue, at 3144 (Handicapped Parking Permit 33441);
<i>FRIAS</i> (12 th Ward)	South Albany Avenue, at 2244 (Handicapped Parking Permit 31845); South Troy Street, at 2722 (Handicapped Parking Permit 32680);

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90525

Alderman	Location And Distance
<i>OLIVO</i> (13 th Ward)	South Kildare Avenue, at 5739 (except for handicapped); West 63 rd Place, at 3636 (except for handicapped);
<i>BURKE</i> (14 th Ward)	South Francisco Avenue, at 5344 (except for handicapped); South Maplewood Avenue, at 5224 (Handicapped Parking Permit 33752); South Richmond Street, at 4327 (except for handicapped);
<i>T. THOMAS</i> (15 th Ward)	South Maplewood Avenue, at 6816 (Handicapped Parking Permit 33657); South Talman Avenue, at 6325 (Handicapped Parking Permit 28573);
<i>MURPHY</i> (18 th Ward)	South Albany Avenue, at 8204 (Handicapped Parking Permit 33501); South Laflin Street, at 8014 (Handicapped Parking Permit 32509);
<i>TROUTMAN</i> (20 th Ward)	South Vernon Avenue, at 6940 (Handicapped Parking Permit 30943);
<i>DE VILLE</i> (21 st Ward)	South Bishop Street, at 8938 (Handicapped Parking Permit 31374); South Loomis Street, at 8213 (Handicapped Parking Permit 32515);

Alderman	Location And Distance
	South Morgan Street, at 9645 (Handicapped Parking Permit 31991);
	South Sangamon Street, at 8158 (Handicapped Parking Permit 33294);
	South Sangamon Street, at 8347 (Handicapped Parking Permit 32850);
	South Sangamon Street, at 8546 (Handicapped Parking Permit 33023);
ZALEWSKI (23 rd Ward)	South Austin Avenue, at 5725 (Handicapped Parking Permit 30076);
	South Austin Avenue, at 5727 (Handicapped Parking Permit 32714);
	South Komensky Avenue, at 1637 (Handicapped Parking Permit 29399);
	South Lawler Avenue, at 5025 (Handicapped Parking Permit 31276);
	South Leclaire Avenue, at 4936 (Handicapped Parking Permit 32405);
	West 63 rd Place, at 6154 (Handicapped Parking Permit 31291);
CHANDLER (24 th Ward)	West Van Buren Street, at 4445 (Handicapped Parking Permit 33190);
SOLIS (25 th Ward)	West 21 st Street, at 2226 (Handicapped Parking Permit 29066);

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90527

Alderman	Location And Distance
OCASIO (26 th Ward) And GRANATO (1 st Ward)	North Mozart Street, at 2642 (except for handicapped);
BURNETT (27 th Ward)	West Ohio Street (both sides) from North Milwaukee Avenue to the John F. Kennedy Expressway; North Peoria Street (east side) from West Ohio Street to West Grand Avenue;
E. SMITH (28 th Ward)	West Monroe Street, at 3940 (Handicapped Parking Permit 32073); West Wilcox Street, at 2711 (Handicapped Parking Permit 32371);
SUAREZ (31 st Ward)	North Keating Avenue, at 2935 (Handicapped Parking Permit 33364); North Tripp Avenue, at 2423 (Handicapped Parking Permit 33360);
MELL (33 rd Ward)	North Monticello Avenue at 3254 (Handicapped Parking Permit 33054); North Monticello Avenue, at 3335 (Handicapped Parking Permit 26764);
BANKS (36 th Ward)	West Irving Park Road (both sides) between North Cumberland Avenue and North River Road;
MITTS (37 th Ward)	West Concord Place, at 5162 (Handicapped Parking Permit 28243);

Alderman	Location And Distance
	West Cortez Street, at 4939 (Handicapped Parking Permit 28199);
	North Long Avenue, at 520 (Handicapped Parking Permit 28201);
	North Long Avenue, at 1704 (Handicapped Parking Permit 28240);
	West Rice Street, at 4446 (Handicapped Parking Permit 28246);
	West Thomas Street, at 4854 (Handicapped Parking Permit 28249);
HANSEN (44 th Ward)	North Janssen Avenue, at 3849 (Handicapped Parking Permit 29477);
STONE (50 th Ward)	North Hamilton Avenue, at 7318 (except for handicapped);
	West Lunt Avenue, at 2941 (except for handicapped).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6158 NORTH ARTESIAN AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Artesian Avenue, at 6158 (Handicapped Parking Permit 27840)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4048 NORTH AVERS AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Avers Avenue, at 4048 (Handicapped Parking Permit 16705)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4134 NORTH AVERS AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Avers Avenue, at 4134 (Handicapped Parking Permit 17499)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5125 WEST BLOOMINGDALE AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Bloomingdale Avenue, at 5125 (Handicapped Parking Permit 18679)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6616 SOUTH CALIFORNIA AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South California Avenue, at 6616 (Handicapped Parking Permit 16903)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4243 NORTH CLAREMONT AVENUE.

Alderman Schuller (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Claremont Avenue, at 4243 (Handicapped Parking Permit 19309)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7804 SOUTH CREGIER AVENUE.

Alderman Stroger (8th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Cregier Avenue, at 7804 (Handicapped Parking Permit 19675)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5210 WEST CULLOM AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cullom Avenue, at 5210 (Handicapped Parking Permit 12823)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5210 WEST CULLOM AVENUE.

Alderman Levar (45th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Cullom Avenue, at 5210 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
8106 SOUTH EBERHART AVENUE.

Alderman Hairston for Alderman Lyle (6th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eberhart Avenue, at 8106 (Handicapped Parking Permit 9073)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4947 WEST EDDY STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Eddy Street, at 4947 (Handicapped Parking Permit 15124)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5409 WEST EDDY STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Eddy Street, at 5409 (Handicapped Parking Permit 12872)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2648 WEST ESTES AVENUE.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Estes Avenue, at 2648 (Handicapped Parking Permit 688)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
7213 SOUTH FRANCISCO AVENUE.

Alderman Murphy (18th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Francisco Avenue, at 7213 (Handicapped Parking Permit 13224)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4113 WEST GRENSHAW AVENUE.

Alderman Chandler (24th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Grenshaw Avenue, at 4113 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4343 SOUTH HOMAN AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Homan Avenue, at 4343 (Handicapped Parking Permit 12970)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6438 SOUTH HOYNE AVENUE.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Hoyne Avenue, at 6438 (Handicapped Parking Permit 9939)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2626 WEST HURON STREET.

Alderman Burnett (27th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Huron Street, at 2626 (Handicapped Parking Permit 19890)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2243 NORTH KILDARE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kildare Avenue, at 2243 (Handicapped Parking Permit 26061)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6347 NORTH KOSTNER AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kostner Avenue, at 6347 (Handicapped Parking Permit 4020)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6361 NORTH KOSTNER AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Kostner Avenue, at 6361 (Handicapped Parking Permit 19577)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4625 NORTH LAWDALE AVENUE.

Aldermen Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lawndale Avenue, at 4625 (Handicapped Parking Permit 14346)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5043 NORTH LAWNGDALE AVENUE.

Aldermen Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Lawndale Avenue, at 5043 (Handicapped Parking Permit 10377)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3639 SOUTH LEAVITT STREET.

Aldermen Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Leavitt Street, at 3639 (Handicapped Parking Permit 14098)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1615 NORTH LECLAIRE AVENUE.

Alderman Mitts (37th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Leclaire Avenue, at 1615 (Handicapped Parking Permit 12865)", which was *Referred to the Committee on Traffic Control and Safety*.

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90537

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6122 SOUTH MC VICKER AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South McVicker Avenue, at 6122 (Handicapped Parking Permit 11681)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6238 SOUTH MONITOR AVENUE.

Alderman Zalewski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Monitor Avenue, at 6238 (Handicapped Parking Permit 12681)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
9050 SOUTH MORGAN STREET.

Alderman DeVille (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Morgan Street, at 9050 (Handicapped Parking Permit 13060)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3422 NORTH NATOMA AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Natoma Avenue, at 3422 (Handicapped Parking Permit 19177)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3558 NORTH NOTTINGHAM AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Nottingham Avenue, at 3558 (Handicapped Parking Permit 28998)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
4832 WEST OAKDALE AVENUE.

Alderman Suarez (31st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Oakdale Avenue, at 4832 (Handicapped Parking Permit 14638)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
10125 SOUTH PERRY AVENUE.

Alderman Beale (9th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Perry Avenue, at 10125 (Handicapped Parking Permit 1441)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
545 NORTH PINE AVENUE.

Alderman Carothers (29th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Pine Avenue, at 545 (Handicapped Parking Permit 5652)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
2622 SOUTH PRINCETON AVENUE.

Alderman Solis (25th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Princeton Avenue, at 2622 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5109 NORTH ST. LOUIS AVENUE.

Alderman Laurino (39th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North St. Louis Avenue, at 5109 (Handicapped Parking Permit 4288)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5549 SOUTH SAWYER AVENUE.

Alderman Burke (14th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Sawyer Avenue, at 5549 (Handicapped Parking Permit 27966)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
5255 WEST SCHUBERT AVENUE.

Alderman Wojcik (30th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Schubert Avenue, at 5255 (Handicapped Parking Permit 10182)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6543 NORTH TROY STREET.

Alderman Stone (50th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "North Troy Street, at 6543 (Handicapped Parking Permit 9878)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
3044 SOUTH UNION AVENUE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Union Avenue, at 3044", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
6527 SOUTH WOOD STREET.

Alderman T. Thomas (15th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Wood Street, at 6527 (Handicapped Parking Permit 13332)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION AT ALL TIMES AT
1228 WEST 97TH PLACE.

Alderman DeVille (21st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 97th Place, at 1228 (Handicapped Parking Permit 10588)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO
1914 NORTH KEYSTONE AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to relocate a parking prohibition (Handicapped Permit Number 30858) from its current location at 1838 North Washtenaw Avenue to a new location at 1914 North Keystone Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION TO
3630 NORTH SACRAMENTO AVENUE.

Alderman Ocasio (26th Ward) presented a proposed ordinance to relocate a parking prohibition (Handicapped Permit Number 18934) from its current location at 3241 West Thomas Street to a new location at 3630 North Sacramento Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS AT
1025 WEST BELMONT AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified

hours on portions of various public ways by striking the words: "West Belmont Avenue, at 1025 -- no parking -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS AT
1001 WEST BELMONT AVENUE.

Alderman Hansen (44th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "West Belmont Avenue, at 1001 -- no parking -- tow-away zone", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF NORTH OSHKOSH AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified hours on portions of various public ways by striking the words: "North Oshkosh Avenue (both sides) in the 6600 block -- no parking -- Monday through Friday -- 8:00 A.M. to 10:00 A.M.", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
PARKING PROHIBITION DURING SPECIFIED HOURS ON
PORTION OF WEST WILSON AVENUE.

Alderman Schulter (47th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles during specified

hours on portions of various public ways by striking the words: "West Wilson Avenue (north side) from a point approximately 180 feet east of North Damen Avenue, to a point 510 feet east thereof -- no parking -- tow-away zone -- except for emergency vehicles", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED
HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the location 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
WOJCIK (30 th Ward)	North Milwaukee Avenue (east side) in the 3500 block -- one hour limit -- at all times;
	North Tripp Avenue (both sides) from West Armitage Avenue to the first alley south thereof -- 30 minute limit -- at all times;
MATLAK (32 nd Ward)	West Chicago Avenue (east side) at 2002 -- 15 minute limit -- 10:00 A.M. to 5:00 P.M. -- Monday through Saturday and 10:00 A.M. to 8:00 P.M. -- Sunday.

Referred -- ESTABLISHMENT OF FIFTEEN MINUTE STANDING
ZONES AT SPECIFIED LOCATIONS.

Alderman Natarus (42nd Ward) presented two proposed ordinances to establish fifteen minute standing zones and require that unattended vehicles have hazard lights

activated while at the locations designated and for the times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follow:

North Clark Street, at 508, for three parking spaces; and

North McClurg Court, south of East Illinois Street.

Referred -- AUTHORIZATION FOR SURVEY ON ESTABLISHMENT
OF INDUSTRIAL PERMIT PARKING ZONE AT
2149 NORTH TALMAN AVENUE.

Alderman Ocasio (26th Ward) and Alderman Granato (1st Ward) presented a proposed order directing the Commissioner of Transportation to conduct a survey on the establishment of an industrial permit parking zone on the east side of North Talman Avenue, at 2149, from the southern point of the property to the first alley north thereof (a line 50 feet) to be in effect from 7:00 A.M. to 4:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR ESTABLISHMENT OF
RESIDENTIAL PERMIT PARKING ZONES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders and ordinance to give consideration to the establishment of 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

HAITHCOCK (2nd Ward)

South Calumet Avenue, from East 33rd
Street to East 35th Street -- at all times --
daily;

Alderman	Location, Distance And Time
<i>BEALE</i> (9 th Ward)	South Edbrooke Avenue (both sides) from East 105 th Street to East 107 th Street -- 5:00 P.M. to 6:00 A.M. -- daily;
<i>FRIAS</i> (12 th Ward)	West 23 rd Street (both sides) from 2800 to South Marshall Boulevard (street terminus) at all times -- daily;
<i>RUGAI</i> (19 th Ward)	South Homewood Avenue, from 11000 to 11099 Street -- Monday through Friday -- 8:00 A.M. to 10:00 A.M.;
<i>DE VILLE</i> (21 st Ward)	West 86 th Street (south side) from 851 to 925 -- 6:00 A.M. to 1:00 P.M. -- Monday through Friday;
<i>E. SMITH</i> (28 th Ward)	West Washington Boulevard (south side) in the 5100 block -- along the service drive -- at all times -- daily; North LaCrosse Avenue (both sides) in the 200 block -- at all times -- daily;
<i>CAROTHERS</i> (29 th Ward)	West Ohio Street (both sides) in the 5900 block -- at all times -- daily;
<i>ALLEN</i> (38 th Ward)	West Melrose Street (both sides) from North Menard Avenue to the street terminus -- 7:00 A.M. to 4:00 P.M. -- Monday through Friday;
<i>DOHERTY</i> (41 st Ward)	North Oshkosh Avenue (both sides) in the 6600 block -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday;

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90547

Alderman	Location, Distance And Time
STONE (50 th Ward)	North Talman Avenue (both sides) in the 6500 block -- 8:00 A.M. to 9:00 P.M. -- daily.

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED
RESIDENTIAL PERMIT PARKING ZONES ON PORTIONS OF
SOUTH WOLCOTT AVENUE AND WEST 45TH STREET.

Alderman Frias (12th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on January 10, 2001 (*Journal of the Proceedings of the City Council*, page 50472) which established residential permit parking zones on portions of specified public ways by striking the words: "South Wolcott Avenue, in the 4500 block and West 45th Street, in the 1800 block -- 6:00 P.M. to 6:00 A.M. (Zone 812)" and inserting in lieu thereon: "South Wolcott Avenue, in the 4500 block and West 45th Street, in the 1800 block -- at all times (Zone 812)", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated 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
FRIAS (12 th Ward)	West 31 st Street (south side) from South California Avenue to 2900 west -- at all times -- daily;

Alderman	Location, Distance And Time
NATARUS (42 nd Ward)	North Water Street, at 436 (across the street north of 445 East North Water Street) at all times -- daily;
DALEY (43 rd Ward)	North Sheffield Avenue (east side) from West North Avenue to West Concord Place -- at all times -- daily;
HANSEN (44 th Ward)	North Wilton Avenue, at 3611 -- at all times -- daily (Handicapped Parking Permit 25540).

Referred -- AMENDMENT OF ORDINANCE WHICH
ESTABLISHED TOW-AWAY ZONE AT
1122 WEST 34TH PLACE.

Alderman Balcer (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which established tow-away zones on portions of specified public ways by striking the words: "West 34th Place, at 1122", which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR INSTALLATION OF TRAFFIC
SIGNS AND TRAFFIC CONTROL SIGNALS
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to give consideration to the installation of traffic signs and traffic control signals of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90549

Alderman	Location And Type Of Sign/Signal
GRANATO (1 st Ward)	North Fairfield Avenue and West George Street -- "Three-Way Stop";
HAITHCOCK (2 nd Ward)	West Washington Boulevard, at the intersections of North Campbell Avenue, North Talman Avenue, North Washtenaw Avenue and North Francisco Avenue -- "Stop"; West Warren Boulevard, at the intersections of North Campbell Avenue, North Talman Avenue, North Washtenaw Avenue and North Francisco Avenue -- "Stop";
LYLE (6 th Ward)	South Wabash Avenue, at East 78 th Street -- "Stop";
STROGER (8 th Ward)	South Avalon Avenue, at East 93 rd Street -- "Four-Way Stop"; East 93 rd and South Kimbark Avenue, stopping north and south bound traffic -- "Two-Way Stop";
BALCER (11 th Ward)	West 44 th Street, at South Wallace Street -- "Stop"; West 44 th Street, at South Wallace Street ("T" intersection at south end of 4300 South Wallace Street) -- "Stop";
OLIVO (13 th Ward)	South Tripp Avenue, at 7917 -- "Stop";

Alderman	Location And Type Of Sign/Signal
<i>BURKE</i> (14 th Ward)	West 52 nd Street, at South Artesian Avenue -- "Stop";
<i>T. THOMAS</i> (15 th Ward)	South Western Avenue and West 64 th Street -- "Four-Way Stop"; West 63 rd Street, at South Fairfield Avenue -- "Stop"; West 63 rd Street, at South Talman Avenue -- "Stop";
<i>L. THOMAS</i> (17 th Ward)	South Union Avenue, at 7320 -- "Parking Prohibited At All Times Except For Handicapped"; South Peoria Street (east side) in the 7600 block -- "Residential Street Permit Parking -- 8:00 A.M. To 10:00 P.M. -- Monday Through Saturday";
<i>TROUTMAN</i> (20 th Ward)	South Eggleston Avenue, at West 64 th Street -- "Stop"; South Yale Avenue, at West 66 th Street -- "Stop";
<i>DE VILLE</i> (21 st Ward)	South Ada Street, at West 83 rd Street -- "Do Not Enter"; West 102 nd Street, at South Vincennes Avenue -- "Do Not Enter";
<i>ZALEWSKI</i> (23 rd Ward)	South Mayfield Avenue, at West 56 th Street -- "Stop";

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90551

Alderman	Location And Type Of Sign/Signal
WOJCIK (30 th Ward)	West Addison Street, at North Hamlin Avenue -- "Stop";
MATLAK (32 nd Ward)	North Wayne Avenue and West Schubert Avenue -- "All-Way Stop";
BANKS (36 th Ward)	West Altgeld Street and North McVickers Avenue -- "Stop"; West Barry Avenue and North Rutherford Avenue -- "Stop"; West Roscoe Street and North Nagle Avenue -- "Two-Way Stop"; West School Street and North Meade Avenue -- "Two-Way Stop";
DOHERTY (41 st Ward)	North Avondale Avenue, West Thorndale Avenue and North Natoma Avenue -- "All-Way Stop"; North Oxford Avenue and North Oneida Avenue -- "All-Way Stop";
NATARUS (42 nd Ward)	West Polk Street and North Carpenter Street -- "Stop"; East Randolph Street (south side) west of 400 -- "Dead End -- No Lakefront Access";
LEVAR (45 th Ward)	West Huntington Street, at North McLeod Avenue -- "Two-Way Stop";

Alderman	Location And Type Of Sign/Signal
<i>SCHULTER</i> (47 th Ward)	West Argyle Street and North Hoyne Avenue -- "Stop"; West Roscoe Street (north side) 250 feet west of North Western Avenue and West Roscoe Street (facing east) 350 feet west of North Western Avenue -- "Two-Way Stop";
<i>STONE</i> (50 th Ward)	North Francisco Avenue and West Birchwood Avenue -- "Four-Way Stop".

Referred -- AUTHORIZATION FOR REMOVAL OF "NO PARKING"
SIGNS ON PORTION OF WEST 67TH STREET.

Alderman Olivo (13th Ward) presented a proposed order to authorize the Commissioner of Transportation to cause the removal of "No Parking -- 4:00 P.M. To 6:00 P.M." signs on the south side of West 67th Street, from South Central Park Avenue to South Pulaski Road, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- CONSIDERATION FOR REMOVAL OF "PARKING PROHIBITED
AT ALL TIMES -- EXCEPT FOR HANDICAPPED" SIGNS AT
1133 WEST 71ST STREET.

Alderman L. Thomas (17th Ward) presented a proposed ordinance authorizing and directing the Commissioner of Transportation to give consideration to the removal of "Parking Prohibited At All Times -- Except For Handicapped" signs at 1133 West 71st Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREAS.

The aldermen named below presented twelve 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 HAITHCOCK (2nd Ward):

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 2-G bounded by:

West Taylor Street; a line 49.96 feet east of and parallel to South Loomis Street; the public alley next south of and parallel to West Taylor Street; and a line 25 feet east of and parallel to South Loomis Street.

To classify as a B4-3 Restricted Service District instead of a B4-2 Restricted Service District the area shown on Map Number 2-G bounded by:

West Taylor Street; a line 275.55 feet east of and parallel to South Loomis Street; the public alley next south of and parallel to West Taylor Street; and a line 250.50 feet east of and parallel to South Loomis Street.

BY ALDERMAN L. THOMAS (17th Ward):

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 18-F bounded by:

West 76th Street; the westerly right-of-way line of the Metra Commuter Railway (formerly known as the Chicago Rock Island and Pacific Railroad); West 78th Street; and the easterly right-of-way line of the Metra Commuter Railway (formerly known as the Chicago and Western Indiana Railroad).

To classify as a C1-1 Restricted Commercial District instead of an R3 General Residence District the area shown on Map Number 18-G bounded by:

the public alley next north of and parallel to West 79th Street; a line 115 feet east of and parallel to South Loomis Boulevard; West 79th Street; and South Loomis Boulevard.

BY ALDERMAN OCASIO (26th Ward):

To classify as an R4 General Residence District instead of a C1-1 Restricted Commercial District the area shown on Map Number 5-I bounded by:

West Medill Avenue, a line 84 feet west of North Washtenaw Avenue; the alley next south of and parallel to North Medill Avenue; and a line 56 feet west of North Washtenaw Avenue.

To classify as a B4-4 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H described as:

Lots 9 and 10 in Block 5 in Pierce's Addition to Holstein in the north half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 1927 North Milwaukee Avenue, Chicago, Illinois (Permanent Index Number 14-31-300-034-0000).

To classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map Number 5-H described as:

Lots 48 and 49 in Block 5 in Pierce's Addition to Holstein in the north half of the southwest quarter of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois and commonly known as 1954 -- 1956 North Wilmot Avenue, Chicago, Illinois (Permanent Index Numbers 14-31-300-007-0000 and 14-31-300-008-0000).

*BY ALDERMAN SUAREZ (31st Ward) And
ALDERMAN WOJCIK (30th Ward):*

To classify as a C1-1 Restricted Commercial District instead of a B4-1 Restricted Service District the area shown on Map Number 5-K bounded by:

West Armitage Avenue; a line 85 feet east of and parallel to North Kildare Avenue; the public alley next south of and parallel to West Armitage Avenue; and a line 60 feet east of and parallel to North Kildare Avenue.

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90555

BY ALDERMAN MATLAK (32nd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 4-H bounded by:

a line 334.68 feet north of and parallel to West Cortland Street; North Wolcott Avenue; a line 310.55 feet north of and parallel to West Cortland Street; and the alley next west of and parallel to North Wolcott Avenue.

BY ALDERMAN AUSTIN (34th Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map Number 26-G bounded by:

West 111th Street; the easterly right-of-way of I-57 Expressway; the public alley next north of and parallel to West 111th Street; South Bishop Street; and West 111th Street.

BY ALDERMAN DALEY (43rd Ward):

To classify as an R4 General Residence District instead of an R5 General Residence District the area shown on Map Number 3-F bounded by:

a line 267.5 feet north of and parallel to West Schiller Street; North LaSalle Street; West Schiller Street; a line 172.11 feet west of and parallel to North LaSalle Street; a line 66 feet north of and parallel to West Schiller Street; and a line 172 feet west of and parallel to North LaSalle Street.

BY ALDERMAN SCHULTER (47th Ward):

To classify as Institutional Planned Development Number 60, as amended 2002, instead of Institutional Planned Development Number 60, as amended, the area shown on Map Number 11-H bounded by:

West Wilson Avenue; the alley next west of and parallel to North Wolcott Avenue; West Sunnyside Avenue; and North Damen Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented fifty-three proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred* to the *Committee on Finance*, as follows:

Alderman	Claimant
PRECKWINKLE (4 th Ward)	53 rd and Maryland Condominium Association (3);
LYLE (6 th Ward)	LaFayette Plaza Housing Cooperative;
BURKE (14 th Ward)	South Homan Condominium Association;
ZALEWSKI (23 rd Ward)	6646 West 64 th Place Corp.;
CHANDLER (24 th Ward)	Mr. Walter Hunter;
OCASIO (26 th Ward)	Clocktower Condominium Association;
BURNETT (27 th Ward)	Beacon Lofts Condominium Association; City Towne Condominium; Fry Street Condominium Association; Madison Street Townhomes;

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN

90557

Alderman

Claimant

Noble Square Cooperative (2);

Terrace On LaSalle;

Orchard Park Townhomes;

WOJCIK (30th Ward)

4236 North Kedvale Condominium
Association;

BANKS (36th Ward)

2151 Harlem Avenue Condominium
Association;

3150 North Odell Condominium
Association;

ALLEN (38th Ward)

Leland House Condominium
Association;

Ridgemoor Estates Condominium
Association VI;

6717 West Irving Park Condominium
Association;

LAURINO (39th Ward)

Avers Avenue Condominium
Association;

O'CONNOR (40th Ward)

Amsterdam Haus Condominium
Association (3);

1450 Granville Condominium
Association;

2701 -- 2707 West Ainslie Condominium
Association;

Alderman	Claimant
<i>NATARUS</i> (42 nd Ward)	Faulkner House Condominium Association; 220 East Walton Condominium Association; 879 -- 881 North La Salle Condominium Association; 900 -- 910 Lake Shore Drive Condominium Association;
<i>DALEY</i> (43 rd Ward)	Drummond Square Condominium Association; Webster Park Condominium Association; Wrightwood Dayton Condominium Association;
<i>HANSEN</i> (44 th Ward)	Darien Condominium; 3400 North Lake Shore Drive Condominium;
<i>LEVAR</i> (45 th Ward)	Higgins Condominium Association; Ms. Joy Krippner; Rosedale Condominium Association; Mr. Eugene Schiltz; Wilson Court Condominium; 5476 -- 5478 West Higgins Condominium Association;

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90559

Alderman

Claimant

SHILLER (46th Ward)

710 -- 714 West Cornelia Condominium
Association;

4621 -- 4623 North Malden
Condominium Association;

4718 North Kenmore Condominium
Association (2);

SCHULTER (47th Ward)

Greenview Place Condominium;

Riverside Manor Condominium
Association;

STONE (50th Ward)

Bel-Oakes East Condominium
Association;

Estes-Washtenaw Condominium
Association;

Rosemont Apartments Condominium
Association;

Twin Gables Condominium
Association.

4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

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 GRANATO (1st Ward):

*Referred -- GRANT OF PRIVILEGE TO PICANTE TAQUERIA
FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Picante Taqueria to maintain and use a portion of the public way adjacent to 2016 West Division Street for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.*

Also, five proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Berteau-Lowell Plating Works -- 2300 -- 2320 West Fullerton Avenue;

Mr. Stanley Boduch/T & B Ventures -- 1500 West Grand Avenue;

Mr. Stanley Boduch/T & B Ventures -- 1506 West Grand Avenue;

Mr. Stanley Boduch/T & B Ventures -- 1510 West Grand Avenue; and

Mr. Stanley Boduch/T & B Ventures -- 1516 West Grand Avenue.

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Michael Beland -- 1247 North Greenview Avenue;

Ms. Sara Godbold -- 1121 North Winchester Avenue; and

Mr. Brian K. Podszuweit -- 1849 West Huron Street.

Presented By

**ALDERMAN GRANATO (1st Ward)
And OTHERS:**

*Referred -- GOVERNOR GEORGE RYAN AND ILLINOIS GENERAL
ASSEMBLY URGED TO OUTLAW POSSESSION
OF SNAKEHEAD FISH.*

A proposed resolution, presented by Aldermen Granato, Murphy, Rugai, E. Smith, Mell and Hansen, urging the Chicago Department of Environment to hold hearings on the impact of Snakehead fish on Chicago ecosystems and further, urging Governor George Ryan and the Illinois General Assembly to enact legislation which would prohibit the possession of Snakehead fish, which was *Referred to a Joint Committee composed of the members of the Committee on Energy, Environmental Protection and Public Utilities and the members of the Committee on Health.*

Presented By

ALDERMAN HAITHCOCK (2nd Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Two proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and maintenance of buildings and fuel storage facilities, which were *Referred to the Committee on Finance*, as follows:

Chicago Christian Industrial League/600 South Wabash, L.P., 600 South Wabash Avenue -- for a one year period ending December 31, 2002; and

University of Illinois at Chicago, 909 South Wolcott Avenue -- for a one year period ending December 31, 2002.

Referred -- GRANT OF PRIVILEGE TO 910 SOUTH MICHIGAN
AVENUE, L.P. TO CONSTRUCT, INSTALL, MAINTAIN
AND USE PLANTER BOXES ADJACENT TO
910 SOUTH MICHIGAN AVENUE.

Also, a proposed ordinance to grant permission and authority to 910 South Michigan Avenue, L.P. to construct, install, maintain and use three planter boxes adjacent to 910 South Michigan Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
CONSTRUCT, MAINTAIN AND USE CANOPY AT
2101 SOUTH WABASH AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to The L'Oreal Institute for Ethnic Hair & Skin Research to construct, maintain and use one

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90563

canopy to be attached or attached to the building or structure at 2101 South Wabash Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN PRECKWINKLE (4th Ward):

Referred -- EXEMPTION OF CHICAGO PUBLIC SCHOOLS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
5335 SOUTH KENWOOD AVENUE.

A proposed ordinance to exempt the Chicago Public Schools from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5335 South Kenwood Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred – AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTIES
ON PORTIONS OF SOUTH BERKELEY AVENUE.

Also, a proposed order authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark properties at 4142, 4146, 4148, 4150, 4152, 4156, 4158, 4162, 4164 and 4166 South Berkeley Avenue for new construction of ten single-family homes, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- AUTHORIZATION FOR ISSUANCE OF SPECIFIED PERMITS
AND LICENSE FEES, FREE OF CHARGE, FOR PARTICIPANTS
IN AFRICAN FESTIVAL OF THE ARTS.

Also, a proposed order authorizing the Director of Revenue to issue, free of charge, Street Closure and Tent Erection Permits, Food Vendor and Itinerant Merchant Licenses for the participants in the Africa International House's African Festival of the Arts, to be held in Washington Park for the period extending August 30 through September 2, 2002, during the hours of 10:00 A.M. to 10:30 P.M., daily, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HAIRSTON (5th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Five proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Ocean Financial Corp. -- to maintain and use eight existing bay windows adjacent to 7100 South Cottage Grove Avenue;

University of Chicago -- to construct, install, maintain and use a conduit adjacent to 5801 South Ellis Avenue;

University of Chicago -- to maintain and use, as now constructed, three six-inch steel pipes and one four-inch PVC pipe between 158 East 58th Street and 5828 South University Avenue;

University of Chicago File Number 12 -- to maintain and use, as now installed, a twenty-inch conduit with a three-inch tile drain underneath and across South University Avenue at a point one hundred forty-three feet south of the south line of East 57th Street; and

University of Chicago Hospital -- to construct, install, maintain and use support columns adjacent to 5721 -- 5758 South Maryland Avenue and 5715 -- 5721 South Maryland Avenue.

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT
LICENSE FEES FOR PARTICIPANTS IN 57TH STREET
CHILDREN'S BOOK FAIR.

Also, a proposed order authorizing the Director of Revenue to waive the Itinerant Merchant License fees for the participants in the 57th Street Children's Book Fair to be held on East 57th Street, between South Kimbark Avenue and South Dorchester Avenue, and on South Kimbark Avenue, between East 57th Street and East 56th Street, on September 22, 2002, during the hours of 12:30 P.M. to 5:30 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN HAIRSTON (5th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 10, CHAPTER 20 OF MUNICIPAL
CODE OF CHICAGO BY ADDITION OF NEW SECTION 161
CONCERNING MAINTENANCE AND
RESTORATION OF PARKWAYS.

A proposed ordinance, presented by Aldermen Hairston, Granato, Haithcock, Tillman, Preckwinkle, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Ocasio, Burnett, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Levar, Shiller, Schuler, M. Smith, Moore and Stone, to amend Title 10, Chapter 20 of the Municipal Code of Chicago by the addition of a new Section 161 which would require that when any public parkway is opened, removed or damaged in the course of inspecting, installing,

repairing or replacing any underground structure, said public parkway shall be restored to its original condition within thirty days of completion of work, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN LYLE (6th Ward):

Referred -- EXEMPTION OF UNITED TIRE FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY
FOR PARKING FACILITIES FOR 8146 SOUTH
COTTAGE GROVE AVENUE.

A proposed ordinance, presented by Alderman Hairston, to exempt United Tire from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 8146 South Cottage Grove Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN STROGER (8th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90567

locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Havens Towers Senior Building -- 7947 South South Chicago Avenue; and
79th Street Fast Food Restaurant -- 7901 South South Chicago Avenue.

Presented By

ALDERMAN BEALE (9th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 11431 -- 11437
SOUTH MICHIGAN AVENUE.

A proposed order directing the Commissioner of Buildings to issue a permit to National Awnings to install a sign/signboard at 11431 -- 11437 South Michigan Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN POPE (10th Ward):

Referred -- EXEMPTION OF ADA S. MCKINLEY COMMUNITY SERVICES
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Ada S. McKinley Community Services, located at 9135 South Brandon Avenue, with inclusive exemption, under its not-for-profit status, from all city fees, for a one year period ending February 15, 2003, which was *Referred to the Committee on Finance*.

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Advance Bank -- to construct, install, maintain and use a facade adjacent to 9200 South Commercial Avenue; and

Metropolitan Family Services -- to construct, install, maintain and use nine planter boxes adjacent to 3062 East 91st Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
INSTALL SIGN/SIGNBOARD AT 9915 SOUTH
TORRENCE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to White Way Sign and Maintenance Company to install a sign/signboard at 9915 South Torrence Avenue, which was *Referred to the Committee on Buildings*.

Presented By

ALDERMAN BALCER (11th Ward):

Referred -- GRANT OF PRIVILEGE TO ARCHER AVENUE
ASSOCIATES, INC. TO MAINTAIN AND USE
FIRE ESCAPE ADJACENT TO 3022
SOUTH ARCHER AVENUE.

A proposed ordinance to grant permission and authority to Archer Avenue Associates, Inc. to maintain and use, as now constructed, one fire escape adjacent to

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90569

3022 South Archer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN FRIAS (12th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Gran Kermes De San Roman/Saint Roman parish -- to be held at 2659 West 23rd Street on August 10 and 11, 2002 (Food Vendor, Itinerant Merchant License and Street Closure Permit fees); and

Junk Yard Dog Charitable Annual Fund-Raiser -- to be held at 2670 South Rockwell Street (Plaza Mexico/Plaza Garibaldi) (Food Vendor and Itinerant Merchant License fees).

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS

Also, nine proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Juan Galindo -- 2631 West 24th Street;

Mr. Ramon Garcia -- 2849 West 25th Place;

Mr. Stanley Kwiloz -- 3733 South Albany Avenue;

Mr. Nicolas Lopez -- 2440 West Pershing Road;

Mr. Rodrigo Lopez -- 4614 South Wolcott Avenue;

Mr. Luis Magana -- 2900 West 25th Street;

Mr. Eduardo Ocon -- 2436 South Francisco Avenue;

Mr. Rafael Penaflor -- 2900 West 25th Street; and

Mr. Jose Torres -- 2626 West 24th Place.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 4330 SOUTH CALIFORNIA AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Gaidas-Daimid Funeral Director to construct, maintain and use one canopy to be attached or attached to the building or structure at 4330 South California Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR CONSTRUCTION OF
CUL-DE-SAC ON PORTION OF
WEST 46TH STREET.

Also, a proposed order authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on West 46th Street at South Hermitage Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN OLIVO (13th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 60, SECTION 023
OF MUNICIPAL CODE OF CHICAGO BY DELETION OF
SUBSECTION 13.19 WHICH RESTRICTED ISSUANCE
OF ADDITIONAL PACKAGE GOODS LICENSES
ON PORTION OF WEST 59TH STREET AND
SOUTH KEDVALE AVENUE.

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 13.19 which restricted the issuance of additional package goods licenses on West 59th Street, from South Pulaski Road to South Keeler Avenue and on South Kedvale Avenue, from West 59th Street to West 60th Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AUTHORIZATION FOR VACATION OF
PORTION OF WEST 58TH PLACE.

Also, a proposed ordinance authorizing the vacation of that portion of West 58th Place lying between the west line of South Pulaski Road and the east line of the north/south 16 foot public alley west of the west line of South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR CONSTRUCTION
OF CUL-DE-SAC ON PORTION OF
WEST 70TH PLACE.

Also, a proposed ordinance authorizing the Commissioner of Transportation to cause the construction of a cul-de-sac on West 70th Place (first alley east of South

Pulaski Road) approximately 125 feet east of South Pulaski Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 3525 WEST 63RD STREET.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Ms. Edie Cavanaugh/West Lawn Chamber of Commerce to conduct a sidewalk sale in front of 3525 West 63rd Street on July 26 and 27, 2002, during the hours of 10:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, eleven proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Bill D. Akin -- 5944 West 64th Street;

Mr. Louis J. Bennett -- 6117 South Karlov Avenue;

Mr. Patrick J. Donnelly -- 3843 West 70th Street;

Ms. Jan Duda -- 6023 South Kolmar Avenue;

Mr. Harvey S. Goings -- 7206 South Springfield Avenue;

Mr. Michael Kello -- 3725 West 70th Street;

Mr. Krzysztof Kusper -- 6042 South Kildare Avenue;

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90573

Mr. Arch Lewis -- 7228 South Central Park Avenue;

Mr. Ricardo Montalvo -- 5904 South Kenneth Avenue;

Mr. Elton Tabor -- 5944 West 64th Street; and

Mr. Gerald J. Torres -- 6042 West 64th Place.

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- EXEMPTION OF SAINT GALL CHURCH FROM
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Saint Gall Church with inclusive exemption, under its not-for-profit status, from all city fees related to the maintenance of 5511 -- 5525 South Sawyer Avenue (a school and rectory garage roof rehabilitation project), which was *Referred to the Committee on Finance*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. George Richards -- 4525 South Keeler Avenue; and

Mr. David Santiago -- 3515 West 65th Place.

Presented By

ALDERMAN T. THOMAS (15th Ward):

*Referred -- EXEMPTION OF MR. LOUIS REEVES FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 1854 -- 1858 WEST 69TH STREET.*

A proposed ordinance to exempt Mr. Louis Reeves from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1854 -- 1858 West 69th Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTION OF SOUTH HERMITAGE AVENUE FOR BENEFIT
OF WEST ENGLEWOOD BRANCH LIBRARY.*

Also, a proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic a portion of South Hermitage Avenue, from West 63rd Street proceeding south to the north line of the first east/west alley, for the creation of a landscaped reading garden for use by the West Englewood Branch Library, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR CONSTRUCTION OF TRAFFIC
CIRCLE AT SOUTH JUSTINE STREET
AND WEST 60TH STREET.*

Also, a proposed ordinance authorizing the Commissioner of Transportation to construct a traffic circle at South Justine Street and West 60th Street, which was *Referred to the Committee on Transportation and Public Way.*

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90575

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 1951 WEST 55TH STREET.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to ASAP-Sign & Lighting Maintenance to install a sign/signboard at 1951 West 55th Street, which was *Referred to the Committee on Buildings*.

Referred -- PERMISSION TO HOLD SIDEWALK SALE
AT 6910 SOUTH WESTERN AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Jimmy's Dollar & Quick Gear to conduct a sidewalk sale in front of 6910 South Western Avenue every Friday, Saturday and Sunday for the period extending July 12 through September 29, 2002, during the hours of 11:00 A.M. through 7:00 P.M., each day, which was *Referred to the Committee on Special Events and Cultural Affairs*.

Presented By

ALDERMAN COLEMAN (16th Ward):

Referred -- AMENDMENT OF TITLE 2, CHAPTER 24, SECTIONS 060
AND 080 OF MUNICIPAL CODE OF CHICAGO BY AUTHORIZING
COMMISSIONER OF CONSUMER SERVICES TO INVESTIGATE
AND PENALIZE DECEPTIVE BUSINESS PRACTICES
INVOLVING SALE OF MOTOR VEHICLES
TO SENIOR CITIZENS.

A proposed ordinance to amend Title 2, Chapter 24, Sections 060 and 080 of the Municipal Code of Chicago by authorizing the Commissioner of Consumer Services to investigate any misrepresentation by a person or business entity involving

the sale of motor vehicles or installment contracts to purchasers 70 years of age or older and hold any person or business engaged in such activity responsible for payment of restitution in the amount of \$500.00 per day to the aggrieved party and further, by increasing the minimum fine to \$500 and the maximum fine to \$1,000 for violations of these provisions, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Froedtert Malting Co., Inc. -- to maintain and use, as now constructed, one switch track on and across West 52nd Street at a point 1,230 feet west of the west line of South Damen Avenue; and

Pullman Bank & Trust -- to construct, install, maintain and use five planter boxes adjacent to 859 West 63rd Street.

Presented By

ALDERMAN MURPHY (18th Ward):

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
METRA'S WRIGHTWOOD STATION
PARK AND RIDE FACILITIES.

Two proposed ordinances authorizing the Commissioner of Transportation to close to vehicular traffic portions of the public ways specified for park and ride facilities for

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90577

patrons of the Metra Wrightwood Station, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West Columbus Avenue at West 79th Street; and

a public alleyway southeast of and parallel to West Columbus Avenue.

Presented By

ALDERMAN RUGAI (19th Ward):

Referred -- EXEMPTION OF THE LONGWOOD PROFESSIONAL
BUILDING LIMITED PARTNERSHIP FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR
PARKING FACILITIES.

A proposed ordinance to exempt The Longwood Professional Building Limited Partnership from the physical barrier requirement pertaining to alley accessibility for the parking facilities, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, a proposed order directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Steven Grzywna, 10222 South Springfield Avenue; and

Ms. Julie Zook, 1636 West 101st Street.

Presented By

ALDERMAN TROUTMAN (20th Ward):

*Referred -- GRANT OF PRIVILEGE TO UNIVERSITY OF CHICAGO
TO MAINTAIN AND USE CONDUIT DUCT AND STEAM
PIPE ON PORTIONS OF EAST 60TH STREET AND
SOUTH KENWOOD AVENUE.*

A proposed ordinance to grant permission and authority to the University of Chicago to maintain and use, as now installed, a six-inch conduit duct connecting with the existing manhole and a four-inch steam pipe in a twelve-inch conduit under and across portions of East 60th Street at or near South Kenwood Avenue, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- EXEMPTION OF MR. BOGDAN KLEK AND MS. JOANNA
OLSEYNSKA/ZON, INC. FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 6117 -- 6121 SOUTH
GREENWOOD AVENUE.*

Also, a proposed ordinance to exempt Mr. Bogdan Klek and Ms. Joanna Olseynska/Zon, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6117 -- 6121 South Greenwood Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR
TRAFFIC PORTION OF WEST 63RD STREET FOR
BENEFIT OF ENGLEWOOD SENIOR
SATELLITE CENTER.*

Also, a proposed ordinance authorizing the Commissioner of Transportation to close to vehicular traffic a portion of the first east/west alley next south of and parallel to

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90579

West 63rd Street, from South Halsted Parkway proceeding east for a distance of 226 feet, for the creation of open public space for use by the Englewood Senior Satellite Center, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO
SURE LIGHT SIGN CO. TO INSTALL SIGN/SIGNBOARD
AT 6355 SOUTH MARTIN LUTHER KING, JR. DRIVE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Sure Light Sign Co. to install a sign/signboard at 6355 South Martin Luther King, Jr. Drive, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN MUNOZ (22nd Ward):

Referred -- EXEMPTION OF FELIPE AND ANGELINA MACIAS/LM
AUTO PAINTING FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 2418 SOUTH KEDZIE AVENUE.

A proposed ordinance to exempt Felipe and Angelina Macias/LM Auto Painting from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2418 South Kedzie Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR WAIVER OF FOOD VENDOR
LICENSE FEES FOR PARTICIPANTS IN
VARIOUS EVENTS.

Also, two proposed orders authorizing the Director of Revenue to waive all the Food Vendor License fees for the participants in the events noted, to take place along the public ways and during the periods specified, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Good Shepard's Family Fest -- to be held at 2719 South Kolin Avenue on September 7, 2002, during the hours of 1:00 P.M. to 10:00 P.M.; and

Saint Agnes Church "Augustfest 2002" -- to be held at 2651 South Central Park Avenue, for the period extending August 13 through August 18, 2002, during the hours of 6:00 P.M. to 10:00 P.M.; and

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Gabriel Hernandez -- 3055 South Springfield Avenue;

Mr. Ruben Martinez -- 2843 South Springfield Avenue; and

Mr. Everardo Rosiles -- 3216 South Kedvale Avenue.

Presented By

ALDERMAN ZALEWSKI (23rd Ward):

Referred -- ISSUANCE OF ALL NECESSARY SPECIAL EVENT
PERMITS AND LICENSES, FREE OF CHARGE, TO
SAINT CAMILLUS PARISH FOR CONDUCT OF
TASTE OF MIDWAY.

A proposed ordinance authorizing the Director of Revenue and the Commissioners of Buildings, Transportation, Streets and Sanitation, Fire, Sewers and Water to issue all necessary special event permits and licenses, free of charge, to Saint Camillus parish for the conduct of Taste of Midway to be held at 5426 South Lockwood Avenue, for the period extending August 7 through August 11, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, thirty-two proposed orders directing the Commission of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Frank T. Bennett, Sr. -- 4735 South Kilbourn Avenue;

Mr. Alan Beyer -- 6947 West 64th Street;

Mr. Richard Bukovic -- 5344 South Kolin Avenue;

Mr. Peter Czyszczon -- 5700 South Neva Avenue;

Mr. Michael Dinkel -- 5117 South Lorel Avenue;

Mr. Kazimierz Dzialek -- 5122 South Laporte Avenue;

Mr. Boyd H. Fitzwilliam -- 4946 South Tripp Avenue;

Mr. Wayne Hawrysko -- 5015 South LaCross Avenue;

Mr. Lawrence Hildebranski -- 5124 South Lorel Avenue;

Mr. Ioan Iorgovan -- 5017 South Tripp Avenue;

Mr. Daniel Janeczko -- 6233 South Mason Avenue;

Mr. Robert Kec -- 5110 South Laporte Avenue;

Mr. George Koskiuas -- 6044 West 63rd Street;

Mr. Ryszard Krahel -- 5213 South Laramie Avenue;

Mr. Roman Kwak -- 5212 South Austin Avenue;

Mr. Charles LoDuca -- 6710 West 64th Street;

Mr. Andrzej Lukanus -- 5315 South Austin Avenue;

Mr. Peter Matava -- 5739 South Laporte Avenue;

Mr. Kenneth R. Meyers, Sr. -- 5537 South Meade Avenue;

Mr. John Mietus -- 5128 South Laporte Avenue;

Mr. Steven Padilla -- 5124 South McVicker Avenue;

Ms. Marian Plewa -- 5207 South Austin Avenue;

Mr. Earl M. Powell -- 5531 South Neva Avenue;

Ms. Maribel Rudio -- 5131 South McVicker Avenue;

Mr. Kenneth Seggerson -- 4854 South La Crosse Avenue;

Mr. Thomas Simek -- 5123 South McVicker Avenue;
Mr. Dennis P. Smock -- 5115 South Merrimac Avenue;
Mr. Josef Staszal -- 5616 South Meade Avenue;
Mr. Arthur Steinmeirer -- 6503 West 63rd Place;
Mr. Jan Temoryk -- 5112 South Lamon Avenue;
Mr. Dale Winkeblack -- 5642 South McVicker Avenue; and
Ms. Janina Zubek -- 5233 South Keating Avenue.

Presented By

ALDERMAN CHANDLER (24th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Four proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Daniels Hand Car Wash -- 2150 South Trumbull Avenue;
Jesus Christ Holy Missionary Baptist Church -- 4104 West Grenshaw Street;
L.E.A.R.N. Charter School -- 1132 South Homan Avenue; and
Roosevelt Towers Limited Partnership -- 3440 West Roosevelt Road.

Referred -- AUTHORIZATION TO CLOSE TO VEHICULAR TRAFFIC
PORTIONS OF SPECIFIED PUBLIC WAYS FOR
CONSTRUCTION OF NEW POLICE AND
FIRE DEPARTMENT FACILITIES.

Also, three proposed ordinances authorizing the Commissioner of Transportation to close to vehicular traffic portions of the public ways specified for the construction of new police and fire department facilities, which were *Referred to the Committee on Transportation and Public Way*, as follows:

South Harding Avenue, from West 16th Street proceeding south to the line of the first east/west alley -- for the construction of a new Chicago Fire Department facility (Engine-38);

the alley next southeast of and parallel to West Ogden Avenue; the line of the alley next east of and parallel to South Spaulding Avenue; and the line of the alley next west of and parallel to South Spaulding Avenue -- for the construction of a new Chicago Police Department facility; and

South Sawyer Avenue, from South Ogden Avenue proceeding south to the north line of the first east/west alley next south of and parallel to West Ogden Avenue; and a portion of South Christiana Avenue, from South Ogden Avenue proceeding south to the first east/west alley south of and parallel to South Ogden Avenue -- for the construction of a new Chicago Police Department facility (10th District Police Station).

Presented By

ALDERMAN SOLIS (25th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
SPECIAL EVENT PERMITS AND LICENSES, FREE OF
CHARGE, TO PILSEN NEIGHBORS COMMUNITY
COUNCIL FOR CONDUCT OF
FIESTA DEL SOL.

A proposed ordinance authorizing the Director of Revenue and the Commissioners

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90585

of Buildings, Transportation and Streets and Sanitation to issue all necessary special event permits and licenses, free of charge, to Pilsen Neighbors Community Council for the conduct of Fiesta Del Sol, to be held at 1000 -- 1400 West Cermak Road for the period extending July 27 through July 31, 2002, which was *Referred to the Committee on Special Events and Cultural Affairs.*

Referred -- STANDARDIZATION OF PORTION OF WEST
22nd PLACE AS "CONFUCIUS PLACE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that portion of West 22nd Place, from South Wentworth Avenue to South Princeton Avenue, as "Confucius Place", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN OCASIO (26th Ward):

Referred -- EXEMPTION OF ASSOCIATION HOUSE FROM
ALL CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing Association House with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) at 2849 -- 2851 West Walton Street for a one year period ending November 15, 2003, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF MR. SAM TALARICO FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
3537 WEST NORTH AVENUE.

Also, a proposed ordinance to exempt Mr. Sam Talarico from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3537 West North Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BURNETT (27th Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Kass Management -- to construct, install, maintain and use two sidewalk vaults adjacent to 125 North Halsted Street;

Reliable Plating Corporation -- to maintain and use, as now constructed, one manhole adjacent to 1514 West Lake Street; and

Vanguard Lofts Condominium Associates -- to maintain and use, as now constructed, sixty balconies adjacent to 1250 West Van Buren Street.

Referred -- AUTHORIZATION FOR VACATION OF PORTIONS OF PUBLIC ALLEYS IN BLOCK BOUNDED BY WEST ADAMS STREET, SOUTH LAFLIN STREET, WEST JACKSON BOULEVARD AND SOUTH ASHLAND AVENUE.

Also, a proposed ordinance authorizing the vacation of the east/west 12 foot public alley, the north/south 25 foot public alley and the north 10.0 feet of the alley opened to the public May 7, 2002 in the block bounded by West Adams Street, South Laflin Street, West Jackson Boulevard and South Ashland Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR SPECIFIED PARKING FACILITIES.

Also, eight proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Mr. Dennis Harris/Audio Electric & Design -- 452 North Halsted Street;

Chicago Housing Authority/Henry Horner Homes -- 140 -- 142 North Hermitage Avenue;

Chicago Housing Authority/Henry Horner Homes -- 146 -- 148 North Hermitage Avenue;

Chicago Housing Authority/Henry Horner Homes -- 1738 -- 1742 West Maypole Avenue;

Chicago Housing Authority/Henry Horner Homes -- 147 North Wood Street;

Chicago Housing Authority/Henry Horner Homes -- 155 North Wood Street;
Chicago Housing Authority/Henry Horner Homes -- 161 North Wood Street; and
Mr. Ed Owens/Seto Refrigeration -- 3134 West Chicago Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Fudge Pot -- for one canopy at 1532 North Wells Street;
K.D.K. Vivo Restaurant, Inc. -- for one canopy at 838 West Randolph Street; and
Roditys Restaurant -- for one canopy at 222 South Halsted Street.

Presented By

ALDERMAN CAROTHERS (29th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90589

locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Chicago Public Schools/Oscar DePriest Elementary School -- 139 South Parkside Avenue; and

Church's Chicken -- 431 North Austin Boulevard.

Presented By

**ALDERMAN CAROTHERS (29th Ward) And
ALDERMAN MITTS (37th Ward):**

Referred -- EXEMPTION OF THE BEST WHEELS, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 5802 WEST FULLERTON AVENUE.

A proposed ordinance to exempt The Best Wheels, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5802 West Fullerton Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN WOJCIK (30th Ward):

Referred -- CONSIDERATION FOR IMPROVEMENT OF
PORTIONS OF WEST GEORGE STREET.

A proposed ordinance directing the Commissioner of Transportation to give consideration to the improvement of a Works Project Administration street, without

a petition, on those portions of West George Street from North Parkside Avenue to North Major Avenue, from North Major Avenue to North Mango Avenue, North Mango Avenue to North Menard Avenue, North Menard Avenue to North Monitor Avenue, North Monitor Avenue to North Marmora Avenue, North Marmora Avenue to North Mason Avenue and North Mason Avenue to North Austin Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- CONSIDERATION FOR INSTALLATION OF GUARD
RAILS AT 4314 WEST HENDERSON STREET.

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of guard rails at 4314 West Henderson Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
4608 WEST BELMONT AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Marshall Sign Company to install a sign/signboard at 4608 West Belmont Avenue, which was *Referred to the Committee on Buildings.*

Referred -- CALL FOR INCREASED FINES FOR
ILLEGAL HOME CONVERSIONS.

Also, a proposed resolution directing the Chicago Department of Buildings to notify the Office of the Cook County Assessor of illegal building conversions within the city of Chicago and further, calling for an increase in the fine structure for such illegal conversions, which was *Referred to the Committee on Buildings.*

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN

90591

Presented By

ALDERMAN MATLAK (32nd Ward):

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

BLD Development, Inc. -- to construct, install, maintain and use two bay windows adjacent to 1846 West Belmont Avenue;

George Court Condominiums -- to maintain and use, as now constructed, three ventilation wells adjacent to 2855 North Lincoln Avenue; and

Resurrection Health Care -- to maintain and use four concrete planter boxes, two stairs, three fences, three concrete walkways, two bicycle racks, twelve trees, two bushes and two curb cuts adjacent to 2233 West Division Street.

*Referred -- GRANT OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.*

Also, two proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Lincoln Deli & Sub -- 3101 North Lincoln Avenue;

Nola's 32nd Ward Seafood House -- 1856 West North Avenue.

Referred -- AUTHORIZATION FOR VACATION OF SPECIFIED
PUBLIC ALLEYS IN AREA BOUNDED BY WEST
DIVERSEY PARKWAY, NORTH PAULINA STREET
AND UNION PACIFIC RAILROAD.

Also, a proposed ordinance authorizing the vacation of the north/south 10 foot and 8-foot public alleys running north from the north line of West Diversey Parkway and west of the west line of North Paulina Street in area bounded by West Diversey Parkway, North Paulina Street and the Union Pacific Railroad, which was *Referred to the Committee on Transportation and Public Ways*.

Referred -- EXEMPTION OF HOLY TRINITY CATHEDRAL FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 2149 WEST HADDON AVENUE.

Also, a proposed ordinance to exempt Holy Trinity Cathedral from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2149 West Haddon Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*

Referred -- STANDARDIZATION OF PORTION OF WEST
BARRY AVENUE AS "BARBARA TREMMELL WAY".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of the 1600 block of West Barry Avenue as "Barbara Tremmell Way", which was *Referred to the Committee on Transportation and Public Way*.

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90593

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO
INSTALL SIGNS/SIGNBOARDS AT VARIOUS LOCATIONS.

Also, two proposed orders directing the Commissioner of Buildings to issue permits to Olympic Signs, Inc. to install signs/signboards at the locations specified, which were *Referred to the Committee on Buildings*, as follows:

one sign/signboard at 1768 West Armitage Avenue; and

one sign/signboard at 1334 West Division Street.

Referred -- PERMISSION TO PARK PICKUP TRUCK
AT 1446 WEST BARRY AVENUE.

Also, a proposed order directing the Commissioner of Transportation to grant permission to Mr. Perry Castrovillari to park his pickup truck at 1446 West Barry Avenue, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety*.

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- EXEMPTION OF LASARDE NODARSE FROM PHYSICAL
BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES
FOR 3541 -- 3549 NORTH
ELSTON AVENUE.

A proposed ordinance to exempt Lasarde Nodarse from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3541 -- 3549

North Elston Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, three proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Ms. Beth Butler -- 4111 North Drake Avenue;

Ms. Lexie Q. Hawkins -- 3654 North Whipple Street; and

Ms. Malgorzata Tupalska -- 4453 North Hamlin Avenue.

Presented By

**ALDERMAN AUSTIN (34th Ward) And
ALDERMAN STONE (50th Ward):**

Rules Suspended -- **TRIBUTE TO LATE GENERAL
BENJAMIN O. DAVIS, JR.**

A proposed resolution reading as follows:

WHEREAS, On July 4, 2002, the good Lord saw fit to relieve Benjamin O. Davis, Jr., a retired four star general, of his earthly pain and suffering from the ravages of

Alzheimer's disease while he was confined at Walter Reed Army Medical Center. He was eighty-nine years old; and

WHEREAS, General Davis compiled a long history of accomplishments, becoming the first African-American general of the Air Force, just as his father before him, became the first African-American general in the Army, in a career that began in the days of segregation and at the West Point Military Academy, where he graduated honorably after being subject to the "silent" treatment for the four years he attended there. He went on to command the first all-negro air combat unit known as the Tuskegee Airmen, flying as the 99th Pursuit Squadron; and

WHEREAS, Under General Davis' able leadership, the combat record of the "Red Tails" as the 99th Pursuit Squadron was later called during World War II, was the impetus that led eventually to the desegregation of the Armed Forces under President Harry S. Truman; now, therefore,

Be It Resolved, The City of Chicago, by and through the members of its council, herewith joins the whole nation to mourn the passing of a true American hero.

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

On motion of Alderman Austin, seconded by Aldermen Stone, Preckwinkle, Balcer and E. Smith, the foregoing proposed resolution was *Adopted* by a rising vote.

Presented By

ALDERMAN COLOM (35th Ward):

Rules Suspended -- TRIBUTE IN MEMORY OF LATE
HONORABLE LEMUEL AUSTIN, ALDERMAN
OF THE THIRTY-FOURTH WARD.

A proposed resolution reading as follows:

WHEREAS, God, in his infinite wisdom chose June 11, 1994 to call his precious child, Lemuel Austin, home to his eternal reward; and

WHEREAS, Every man wishes to leave a legacy in order that society may be better that he has been on this earth; and

WHEREAS, Although Lemuel Austin's time on earth was short, his accomplishments speak volumes to his dedication and passion for his family and his work; and

WHEREAS, Lemuel Austin cherished his family and his faith taking his role as a father to his six children and member of his church, Missionary Temple Church, seriously; his six children were the source of great joy and he would tout their attributes to anyone within earshot. He was very proud of Lemuel D. III, Deneen, Kenneth Lemuel, Fatrice, Lemuettia and Lemuel IV and guided them to the successful lives they lead today. He also served in the capacity as a trustee of his church board and was the business manager for the Pastor's Aid Club; and

WHEREAS, Married to Carrie M. Austin for some thirty years at the time of his passing, Lemuel's memory of his life and good works filled the void left by his passing. However, Alderman Lemuel Austin believed in public service. A child of segregation, Lemuel Austin rose through the ranks of the Democratic Party and made the most of every opportunity afforded him. Elected as Alderman of the 34th Ward, he ultimately was chosen by his colleagues to serve as the chairman of the powerful City Council Budget Committee, a most responsible and coveted position; and

WHEREAS, Lemuel Austin served the people of the 34th Ward and the City of Chicago with distinction. His work continues on in the capable hands of his wife Carrie M. Austin who succeeded him as Alderman of the 34th Ward. In addition, Alderman Carrie M. Austin keeps the memory of her husband alive in the minds of her six children, twenty-one grandchildren and one great grandchild in order that they may benefit from his continuing love, wisdom and commitment to public service; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered her this tenth day of July, 2002, do hereby commemorate the eighth anniversary of the passing of our friend and colleague, Alderman Lemuel Austin and celebrate his life and contributions to our great City of Chicago.

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alderman Carrie M. Austin in her husband's memory and in appreciation for her continuing his good work.

Alderman Colom 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 Colom, seconded by Aldermen Austin, Preckwinkle, Burke, Coleman, L. Thomas, E. Smith, Wojcik, Suarez, Mell, M. Smith and Stone the foregoing proposed resolution was *Adopted* by a rising vote.

*Referred -- GRANT OF PRIVILEGE TO FATHER & SON
PIZZERIA, LTD. FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to Father & Son Pizzeria, Ltd. to maintain and use a portion of the public way adjacent to 2475 North Milwaukee Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN BANKS (36th Ward):

*Referred -- GRANT OF PRIVILEGE TO CHARTER ONE BANK TO
MAINTAIN AND USE COMPUTER CABLE OVER
PORTION OF WEST NORTH AVENUE.*

A proposed ordinance to grant permission and authority to Charter One Bank to maintain and use, as now constructed, one computer cable over the public way connecting the property at 6700 West North Avenue with the property at 6701 West North Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD
AT 3611 NORTH HARLEM AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 3611 North Harlem Avenue, which was *Referred to the Committee on Buildings*.

Referred -- CORRECTION OF MAY 1, 2002 JOURNAL OF
THE PROCEEDINGS OF THE CITY COUNCIL.

Also, a proposed correction of the May 1, 2002 *Journal of the Proceedings of the City Council* for an ordinance printed on pages 84797 through 84801 authorizing the reclassification of an area shown on Map Number 3-F by striking: "0.50" as the maximum permitted floor area ratio listed on the Bulk Regulations and Data Table and inserting in lieu thereof: "5.0", which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERMAN MITTS (37th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF ITINERANT MERCHANT,
FOOD VENDOR LICENSE AND STREET CLOSURE PERMIT
FEES FOR PARTICIPANTS IN WESTSIDE
WORLD FAIR AND PARADE.

A proposed order authorizing the Director of Revenue to waive the Itinerant Merchant, Food Vendor License and Street Closure Permit fees for the participants in

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90599

the Westside World Fair and Parade to be held at Hanson Park, 5501 West Fullerton Avenue, for the period extending August 2 through August 4, 2002, during the hours of 10:00 A.M. to 10:00 P.M., which was *Referred to the Committee on Special Events and Cultural Affairs.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- GRANT OF PRIVILEGE TO STARBUCKS COFFEE
NUMBER 2568 TO CONSTRUCT, INSTALL, MAINTAIN
AND USE CONCRETE PATIO STONES ADJACENT
TO 4365 WEST IRVING PARK ROAD.

A proposed ordinance to grant permission and authority to Starbucks Coffee Number 2568 to construct, install, maintain and use concrete patio stones adjacent to 4365 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY
AT 3511 -- 3513 NORTH CENTRAL AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to RE/MAX Property to construct, maintain and use one canopy to be attached or attached to the building or structure at 3511 -- 3513 North Central Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LAURINO (39th Ward):

*Referred -- GRANT OF PRIVILEGE TO CAFE
VICTORIA FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Cafe Victoria to maintain and use a portion of the public way adjacent to 3222 -- 3224 West Foster Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

*Referred -- AMENDMENT OF TITLE 4, CHAPTER 253, SECTION 040
OF MUNICIPAL CODE OF CHICAGO BY EXEMPTION OF
RETAIL COMPUTING CENTERS FROM CERTAIN
LICENSE REQUIREMENTS FOR OPERATION
OF COMPUTER GAMES WITHIN
LICENSED PREMISES.*

A proposed ordinance to amend Title 4 , Chapter 253, Section 040 of the Municipal Code of Chicago by exempting licensed retail computing centers from the provisions requiring an Automatic Amusement Device License and a Public Place of Amusement License if such licensee does not advertise that games are available for use on computer workstations at such establishment and if the actual use of a computing station for the playing of games is not more than 25% of the use of the station per month, which was *Referred to the Committee on License and Consumer Protection.*

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90601

Referred -- EXEMPTION OF WON C. PYO/DNS USA, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
5700 NORTH WESTERN AVENUE.

Also, a proposed ordinance to exempt Won C. Pyo/DNS USA, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5700 North Western Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN O'CONNOR (40th Ward):

Referred -- EXEMPTION OF LAWRENCE HALL YOUTH SERVICES FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY
ACCESSIBILITY FOR PARKING FACILITIES FOR
4833 NORTH FRANCISCO AVENUE.

A proposed ordinance, presented by Alderman Laurino, to exempt Lawrence Hall Youth Services from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4833 North Francisco Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.

Also, six proposed orders, presented by Alderman Laurino, directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the locations specified, in accordance with the

provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. Thomas A. Loden -- 2610 West Balmoral Avenue;

Ms. Michelle McIlreath -- 5835 North Whipple Street;

Mr. Paul McNutt -- 5837 North Campbell Avenue;

Mr. Gerald Packer -- 6053 North Ridge Avenue;

Mr. William S. Saiki -- 1616 West Gregory Street; and

Ms. Michelle Weisbuch -- 5839 North Virginia Avenue.

Presented By

ALDERMAN DOHERTY (41st Ward):

*Referred -- GRANT OF PRIVILEGE TO EDISON
PERK FOR SIDEWALK CAFE.*

A proposed ordinance to grant permission and authority to Edison Perk to maintain and use a portion of the public way adjacent to 6701 North Olmsted Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

*Referred -- CONSIDERATION FOR INSTALLATION OF CUL-DE-SAC
ON PORTION OF NORTH OTTAWA AVENUE.*

Also, a proposed order directing the Commissioner of Transportation to give consideration to the installation of a cul-de-sac on North Ottawa Avenue at the intersection of North Ozanam Avenue, which was *Referred to the Committee on Transportation and Public Way*.

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90603

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF
PERMIT TO INSTALL SIGN/SIGNBOARD AT
534 WEST ROOSEVELT ROAD.

A proposed order directing the Commissioner of Buildings to issue a permit to Olympic Signs, Inc. to install a sign/signboard at 534 West Roosevelt Road, which was *Referred to the Committee on Buildings*.

Referred -- EXEMPTION OF THE CATHOLIC BISHOP OF CHICAGO
FROM CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Also, a proposed ordinance providing The Catholic Bishop of Chicago with inclusive exemption, under its not-for-profit status, from all city fees related to the erection and maintenance of building(s) and fuel storage facilities at 108 -- 138, 201 -- 229 South Desplaines Street, 619 -- 631, 700 -- 718 West Adams Street and 711 -- 719 West Monroe Street for a one year period ending December 31, 2004, which was *Referred to the Committee on Finance*.

Referred -- AMENDMENT OF TITLE 2, CHAPTER 120, SECTION 705
OF MUNICIPAL CODE OF CHICAGO BY FURTHER
REGULATION OF LANDMARK REVIEW
APPLICATION PROCEDURES.

Also, a proposed ordinance to amend Title 2, Chapter 120, Section 705 of the Municipal Code of Chicago which would require granting of landmark designation to an application for such designation based upon the recommendation of the Commission on Chicago Landmarks if the City Council does not take final action upon the recommendation within 545 days of the date such recommendation is

officially introduced at a City Council meeting for consideration, which was *Referred to the Committee on Historical Landmark Preservation.*

Referred -- DESIGNATION OF PROPERTIES AT 1012
AND 1150 NORTH DEARBORN STREET
AS CHICAGO LANDMARKS.

Also, a proposed ordinance to designate the properties at 1012 and 1150 North Dearborn Street as Chicago landmarks, which was *Referred to the Committee on Historical Landmarks Preservation.*

Referred -- PERMISSION TO HOLD ART FAIRS ON
PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, two proposed orders directing the Commissioner of Transportation to grant permission to Ms. Nancy Fregin/American Society of Artists for the conduct of art fairs at the locations designated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

East Pearson Street (south side) from North State Street to Baumhart, on July 6 and 7, 2002, during the hours of 6:00 A.M. to 8:00 P.M.; and

East Superior Street, from North State Street to North Wabash Avenue, on July 28, 2002, during the hours of 6:00 A.M. to 8:00 P.M.

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Also, four proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along

the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Christkindle Market 2002 -- to be held in Daley Plaza and at Gallery 37 for the period extending November 28 through December 23, 2002, during the hours of 11:00 A.M. to 8:00 P.M. (Tent Installation and Building Structure Permit fees);

Illinois State Fair Preview -- to be held in Daley Plaza on July 18 and 19, 2002, during the hours of 10:00 A.M. through 2:00 P.M. (Itinerant Merchant and Food Vendor License fees);

Let's Celebrate the Opening of Upper Wacker Drive -- to be held on June 24, 2002, during the hours of 10:00 A.M. to 6:00 P.M. (Itinerant Merchant and Food Vendor License fees); and

World's Largest Block Party -- to be held on South Desplaines Street, from West Madison Street to West Adams Street and on West Monroe Street, from the John F. Kennedy Expressway to South Jefferson Street, for the period extending July 18 through July 21, 2002, during the hours of 7:00 A.M. to 2:00 P.M. (Street Closure Permit fees).

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Also, fourteen proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bloomington, Inc. -- to construct, install, maintain and use sixteen awnings, one canopy and two vaults adjacent to 600 North Wabash Avenue;

CB Richard Ellis -- to maintain and use vaulted sidewalk space, balconies and roof soffit adjacent to 303 West Madison Street;

Chicago Hudson, L.L.C. -- to construct, install and maintain seven planters adjacent to 750 North Hudson Street;

Doubletree Guest Suites -- to maintain and use two kiosks adjacent to 198 East Delaware Place;

Equity Office Properties Trust -- to maintain and use one entrance enclosure adjacent to 161 North Clark Street for pedestrian traffic across North Couch Place;

Equity Office Properties Trust -- to maintain and use one grease basin adjacent to 161 North Clark Street;

LaSalle National Trust Number 114155 -- to maintain and use one pedestrian skybridge adjacent to 21 -- 37 West Illinois Street;

Lawry's The Prime Rib Restaurant -- to maintain and use one revolving door and outward swings for two hinged doors adjacent to 100 East Ontario Street;

John D. and Catherine T. MacArthur Foundation -- to construct, install and maintain a cornice installed at the 17th floor along portions of West Adams Street, South Dearborn Street and specified public alley;

Music and Dance Theatre Chicago -- to construct, install and maintain one storm sewer inspection manhole adjacent to 205 East Randolph Street;

Randolph Flower Shop -- to maintain and use portion of the public way adjacent to 59 East Lake Street;

Trizechahn Office Properties -- to maintain and use two curb cuts adjacent to 233 South Wacker Drive;

Wrigley Building -- to construct, install and maintain various improvements adjacent to 400 North Michigan Avenue; and

200 North Dearborn Partnership -- to maintain and use a covered bridge adjacent to 200 North Dearborn Street and 35 West Wacker Drive.

Referred -- GRANT OF PRIVILEGE TO SUNDRY
APPLICANTS FOR SIDEWALK CAFES.

Also, three proposed ordinances to grant permission and authority to the applicants listed to maintain and use those portions of the public way adjacent to the locations noted for the operation of sidewalk cafes, which were *Referred to the Committee on Transportation and Public Way*, as follows:

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90607

Moonstruck Chocolate Company -- 320 North Michigan Avenue;

Tsunami -- 1160 North Dearborn Street; and

Zoom Kitchen -- 247 South State Street.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, four proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Hilton Garden Inn -- for eight canopies at 10 East Grand Avenue;

Shubert Theatre -- for one canopy at 22 West Monroe Street;

TGI Friday's -- for four canopies at 153 East Erie Street; and

330 South Michigan Avenue -- for one canopy at 330 South Michigan Avenue.

Referred -- AUTHORIZATION FOR ESTABLISHMENT
OF TAXICAB STANDS ON PORTIONS OF
SPECIFIED PUBLIC WAYS.

Also, two proposed ordinances authorizing the Commissioner of Transportation to establish the taxicab stands listed below on the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

on North Orleans Street (west side) from West Kinzie Street to a point 115 feet south to a point 100 feet south thereof, for five taxicabs; and

on North Wabash Avenue (west side) from East Chestnut Street to a point 120 feet north thereof, for six taxicabs.

Referred -- AUTHORIZATION FOR STANDARDIZATION
OF PORTIONS OF SPECIFIED PUBLIC WAYS.

Also, five proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for the standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

North Larabee Street and West Erie Street, where curb is recessed -- to be known as "Lezi Place";

North Michigan Avenue and East Illinois Street to East North Water Street -- to be known as "Ann 'Eppie' Landers Way";

North McClurg Court and East North Water Street, southwest and northwest corners -- to be known as "Paul A. Ligon Way";

West Monroe Street, between South Clark Street and South Dearborn Street -- to be known as "Italian Village Restaurant Way"; and

Northeast and southeast corners of North State Street and East Washington Street and the northwest and southwest corners of East Washington Street and North Wabash Avenue -- to be known as "Marshall Field's Way".

Presented By

ALDERMAN DALEY (43rd Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF ALL NECESSARY
PERMITS, FREE OF CHARGE, TO LANDMARK PROPERTY
AT 525 WEST GRANT PLACE.

A proposed order authorizing the Director of Revenue and the Commissioners of Buildings, Environment, Fire, Health, Planning and Development, Sewers, Streets and

Sanitation, Transportation, Water and Zoning to issue all necessary permits, free of charge, to the landmark property at 525 West Grant Place for deconversion of a three unit dwelling to a single-family residence, which was *Referred to the Committee on Historical Landmark Preservation*.

*Referred -- PERMISSION TO PARK PICKUP TRUCKS
AND/OR VANS AT SPECIFIED LOCATIONS.*

Also, two proposed orders directing the Commissioner of Transportation to grant permission to the applicants listed below to park pickup trucks and/or vans at the location specified, in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Mr. William Corya -- 230 West St. Paul Avenue; and

Mr. Brent Lubeck -- 2628 North Burling Street.

*Referred -- GRANTS OF PRIVILEGE TO SUNDRY
APPLICANTS FOR VARIOUS PURPOSES.*

Also, three proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Charnley Persky House Museum Foundation -- to construct, install, maintain and use two parkway plots containing plantings with fences adjacent to 1365 North Astor Street;

Lincoln Park Presbyterian Church -- to maintain and use, as now constructed, two existing entry stairways adjacent to 600 West Fullerton Parkway; and

Wildflower Garden -- to maintain and use a portion of sidewalk adjacent to 2480 North Lincoln Avenue for display of flowers.

Referred -- EXEMPTION OF DICKENS COURT CONDOMINIUM
ASSOCIATION FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES FOR 747 -- 757 WEST DICKENS AVENUE
AND 2009 -- 2053 NORTH HALSTED STREET.

Also, a proposed ordinance to exempt Dickens Court Condominium Association from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 747 -- 757 West Dickens Avenue and 2009 -- 2053 North Halsted Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN HANSEN (44th Ward):

Referred -- AMENDMENT OF TITLE 4, CHAPTER 188 OF MUNICIPAL
CODE OF CHICAGO BY FURTHER REGULATION OF
DAY LABOR AGENCIES.

A proposed ordinance to amend various sections of Title 4, Chapter 188 of the Municipal Code of Chicago by further regulating license application procedures, eligibility requirements, operating standards, records maintenance and work ticket dispatch procedures for day labor agencies, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- GRANT OF PRIVILEGE TO FRESH CHOICE
FOR SIDEWALK CAFE.

Also, a proposed ordinance to grant permission and authority to Fresh Choice to maintain and use a portion of the public way adjacent to 3351 North Broadway for the

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90611

operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS
TO CONSTRUCT, MAINTAIN AND USE CANOPIES
AT SPECIFIED LOCATIONS.

Also, three proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures at the locations specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Amalgamated Trust & Savings, under Trust Number 4667 -- for one canopy at 530 West Diversey Parkway;

CVS Pharmacy -- for eight canopies at 3033 North Broadway; and

Tuscany On Clark -- for one canopy at 3700 North Clark Street.

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR WAIVER OF SPECIFIED
PERMIT AND LICENSE FEES FOR PARTICIPANTS
IN VARIOUS EVENTS.

Two proposed orders authorizing the Director of Revenue to waive the permit and license fees specified for the participants in the events noted, to take place along the public ways and during the periods indicated, which were *Referred to the Committee on Special Events and Cultural Affairs*, as follows:

Irish Festival -- to be held at the Irish American Heritage Center, 4626 North Knox Avenue, for the period extending July 12 through July 14, 2002 (Canopy Permit and Inspection fees); and

Irish Festival -- to be held at the Irish American Hermitage Center, 4626 North Knox Avenue, for the period extending July 12 through July 14, 2002 (Canopy Installation, Food Vendor and Itinerant Merchant License fees).

Presented By

ALDERMAN SHILLER (46th Ward):

Referred -- EXEMPTION OF MR. PATRICK O'SULLIVAN/TRINITY
DEVELOPMENT FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR
PARKING FACILITIES FOR 4635 -- 4637
NORTH MALDEN STREET.

A proposed ordinance to exempt Mr. Patrick O'Sullivan/Trinity Development from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4635 -- 4637 North Malden Street, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM ALL
CITY FEES UNDER NOT-FOR-PROFIT STATUS.

Nine proposed ordinances providing inclusive exemption from all city fees to the applicants listed below under their not-for-profit status for the erection and

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90613

maintenance of buildings and fuel storage facilities, which were *Referred to the Committee on Finance*, as follows:

German American National Congress/D.A.N.K. House, 4749 North Western Avenue -- for a one year period ending November 15, 2003;

Hull House Association's Lincoln Square Head Start, 4754 North Leavitt Street -- for a one year period ending November 15, 2003;

Old Town School of Folk Music, 4544 North Lincoln Avenue -- for a one year period ending November 15, 2003;

Queen of Angels Church and School, 4412 and 4520 North Western Avenue and 2330 West Sunnyside Avenue -- for a one year period ending November 15, 2003;

Ravenswood Baptist Christian School, 4437 North Seeley Avenue -- for a one year period ending November 15, 2003;

Ravenswood Community Child Care Center, 4908 North Damen Avenue -- for a one year period ending November 15, 2002;

Ravenswood Community Child Care Center, 4908 North Damen Avenue -- for a one year period ending November 15, 2003;

Ravenswood Covenant Church, 4900 North Damen Avenue -- for a one year period ending November 15, 2003; and

Saint Matthias parish, 2310 West Ainslie Street -- for a one year period ending November 15, 2003.

Referred -- AUTHORIZATION FOR DONATION OF AMBULANCE
TO MUNICIPALITY OF LA BARCA, JALISCO, MEXICO.

Also, a proposed ordinance authorizing the Purchasing Agent to enter into and execute documents as may be necessary to implement the donation of one obsolete ambulance to the municipality of La Barca, Jalisco, Mexico, free and clear of any liens or encumbrances, in "as is" condition, which was *Referred to the Committee on Police and Fire*.

*Referred -- GRANT OF PRIVILEGE TO LA BOCCA, L.T.D.
FOR SIDEWALK CAFE.*

Also, a proposed ordinance to grant permission and authority to La Bocca, L.T.D. to maintain and use a portion of the public way adjacent to 4618 North Lincoln Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way.*

*Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT
TO CONSTRUCT, MAINTAIN AND USE CANOPY AT
2213 WEST MONTROSE AVENUE.*

Also, a proposed order authorizing the Director of Revenue to issue a permit to Taqueria El Asadero Number 1 to construct, maintain and use one canopy to be attached or attached to the building or structure at 2213 West Montrose Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

*Referred -- EXEMPTION OF INTERACTIVE DESIGN, INC. FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING TO
ALLEY ACCESSIBILITY FOR PARKING FACILITIES
FOR 5120 NORTH WINTHROP AVENUE.*

A proposed ordinance to exempt Interactive Design, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5120 North Winthrop Avenue, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90615

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- EXEMPTION OF VARIOUS APPLICANTS FROM
PHYSICAL BARRIER REQUIREMENT PERTAINING
TO ALLEY ACCESSIBILITY FOR SPECIFIED
PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Teranova Properties -- 1140 -- 1142 West Morse Avenue; and

1538 West Chase, L.L.C. -- 1538 West Chase Avenue.

Presented By

ALDERMAN STONE (50th Ward):

Referred -- GRANT OF PRIVILEGE TO RAMINA
RESTAURANT FOR SIDEWALK CAFE.

A proposed ordinance to grant permission and authority to Ramina Restaurant to maintain and use a portion of the public way adjacent to 2544 West Peterson Avenue for the operation of a sidewalk cafe, which was *Referred to the Committee on Transportation and Public Way*.

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 STROGER (8th Ward):

Grove Heights Church -- for new construction on the premises known as 9800 South Greenwood Avenue.

BY ALDERMAN L. THOMAS (17th Ward):

Faith United Methodist Church -- for rehabilitation of an existing building on the premises known as 335 West 75th Street.

BY ALDERMAN MUNOZ (22nd Ward):

El Valor Corporation -- for construction of a multi-use child care facility and related uses on the premises known as 4304 West 24th Place.

BY ALDERMAN CHANDLER (24th Ward):

Interfaith Housing Development Corporation of Chicago -- for new construction on the premises known as 810 -- 824 South Independence Boulevard.

BY ALDERMAN BURNETT (27th Ward):

Sanctuary Place, Inc./Interfaith Housing Development Corporation of Chicago -- for construction of multi-family low-income housing at various locations (2).

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN 90617

*BY ALDERMAN E. SMITH (28th Ward) And
ALDERMAN BURNETT (27th Ward):*

Interfaith Organizing Project of Greater Chicago (New Homes for Chicago Project) --
for new construction at various locations.

BY ALDERMAN MATLAK (32nd Ward):

Holy Trinity Orthodox Cathedral -- for rehabilitation on the premises known as
1121 North Leavitt Street.

*BY ALDERMAN LAURINO (39th Ward) For
ALDERMAN O'CONNOR (40th Ward):*

Lawrence Hall Youth Services -- for clearing and construction on the premises
known as 4833 North Francisco Avenue.

BY ALDERMAN NATARUS (42nd Ward):

The Catholic Bishop of Chicago -- for construction of buildings at various
locations.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN NATARUS (42nd Ward):

International Music Foundation, 70 West Hubbard Street, Suite Number 401.

BY ALDERMAN SHILLER (46th Ward):

Concerned Crafts, 920 West Wilson Avenue.

CANCELLATION OF WATER/SEWER ASSESSMENTS:

BY ALDERMAN T. THOMAS (15th Ward):

Faith Temple Missionary Baptist Church, 6201 South Wolcott Avenue.

BY ALDERMAN L. THOMAS (17th Ward):

South Side Tabernacle Assemblies of God, 7752 -- 7758 South Racine Street.

BY ALDERMAN LAURINO (39th Ward):

Church of Christ, Presbyterian, various locations (2).

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN DALEY (43rd Ward):

The Moody Church, 1609 North LaSalle Drive -- boiler, unpressured vessel and mechanical ventilation fees.

WAIVER OF FEES:

BY ALDERMAN STROGER (8th Ward):

South Shore Hospital, 8012 South Crandon Avenue -- annual manhole permit fee.

BY ALDERMAN BURNETT (27th Ward):

Property at 850 North Drake Avenue -- demolition lien fee.

7/10/2002

NEW BUSINESS PRESENTED BY ALDERMEN

90619

BY ALDERMAN E. SMITH (28th Ward):

Truth & Deliverance Christian Church, 19 South Laramie Avenue -- drainage system installation fees.

BY ALDERMAN NATARUS (42nd Ward):

The Catholic Bishop of Chicago, 108 -- 128 South Desplaines Street -- demolition lien fee.

SENIOR CITIZEN SEWER REFUNDS:
(\$50.00)

BY ALDERMAN TILLMAN (3rd Ward):

Shelley, Mary E.

BY ALDERMAN PRECKWINKLE (4th Ward):

Austin, Adelaide

Clark, Alta

Gholson, Arletta D.

Drazenovic, Katherine

White, Mable

BY ALDERMAN BANKS (36th Ward):

Stojek, Isabella M.

Turrubiarres, Vincent

BY ALDERMAN O'CONNOR (40th Ward):

Horoczi, Sandor E.

BY ALDERMAN NATARUS (42nd Ward):

Bacon, Janet

Makris, Georgia N.

Cohen, Stephen Z.

Nicholas, B. Phyllis

Donahue, Dolores T.

O'Connell, William F.

Esserman, Ruth

O'Connor, Thomas J.

Getz, Godfrey S.

O'Connor, Virginia E.

Handman, Luby

Patterson, Ceil R.

Handman, Morris

Polk, Rothwell C.

Holmes, Walter E.

Rosenberg, Vivian

Khoshaba, Bertha M.

Salstone, Alyne

Kirsh, Mildred

Shaeffer, Barbara J.

Lyng, Sheila M.

Spivak, Irving H.

Madison, Marshall B.

Sternfield, Lucile S.

BY ALDERMAN HANSEN (44th Ward):

Felix, Anna

Harvey, Lily G.

Hillman, Ellen

Korman, Jack

Radzicki, Lucille

Uslander, Constance

BY ALDERMAN LEVAR (45th Ward):

Borysiak, Stefan

Donovan, Ann T.

Freeman, Ruth

Honeycutt, Rosa M.

Krasuski, Anthony

BY ALDERMAN SHILLER (46th Ward):

Baumchen, Joseph

Beilfuss, Breda

Brodsky, Harvey S.

Chapman, Dorothy M.

Feldman, Sandra

Humpal, Lindsay

Laufman, Audrey J.

Shah, Nila V.

Weinberg, Muriel K.

BY ALDERMAN M. SMITH (48th Ward):

Bishop, Mable A.

Denzler, Dorothy R.

Hilligoss, Marlene

Jungers, Wallace S.

Minster, Pearl J.

Naumovic, Gordana S.

Nixon, Doris

O'Toole, Robert D.

Rothstein, Gail P.

Scerba, Vilma

Suleyman, Safa

Weiner, Eugene H.

Weinstein, Roslyn

BY ALDERMAN STONE (50th Ward):

Gelfman, Irina

Fischer, Vera

Wylder, Florence

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (June 19, 2002)

The City Clerk submitted the printed *Official Journal of the Proceedings of the City Council of the City of Chicago, Illinois* for the regular meeting held on Wednesday, June 19, 2002, 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 TITLE 17 OF MUNICIPAL CODE OF CHICAGO
(CHICAGO ZONING ORDINANCE) BY RECLASSIFICATION
OF AREA SHOWN ON MAP NUMBER 19-I.
(Application Number 13654).

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 the City Council* of June 19, 2002, pages 89036 and 89037, recommending that the City Council pass a proposed ordinance, printed on page 89037, to amend Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, by reclassifying the area shown on Map Number 19-I (Application Number 13654).

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

Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

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 Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map Number 19-I in the area bounded by:

the alley north of and parallel to West Touhy Avenue; a line 150.00 feet west of and parallel to North California Avenue; West Touhy Avenue; and a line 359.89 feet west of and parallel to North California 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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the City Council's attention to the presence of the following visitors:

Chicago Police Officer Laura M. Martinez, accompanied by her parents, Angelo and Mary, her boyfriend, Wilfredo and 23rd District Commander Daniel Alvarado;

members of Chicago Fire Department Squad 5: Lieutenant Terry O'Donnell, accompanied by his wife, Sherry and his daughter, Kaley; Fire Fighter Joseph Atkins, accompanied by his son, Joseph, Jr. and his sister, Mary; Fire Fighter Corey Hojek, accompanied by his wife, Linda, his daughter, Haley, his son, Corey, Jr., his mother, Sharon and his nephew, Jacob; Fire Fighter Shun Haynes, accompanied by his sister, Icy and his mother-in-law, Lorraine; Fire Fighter Timothy Walsh, accompanied by his wife, Debbie, his sons, Kevin and Brian and his father, Mike and Fire Chief Michael Fox;

Chicago Alternative Policing Strategy (C.A.P.S.) members Gloria Purifoy; Brian Bernadoni, accompanied by his daughter, Genevive and his friend, Michelle; Lourdes Morales, accompanied by her sons, Jonathan and Jeremiah; Ida King, accompanied by her daughter, Laronda and her friend, Gloria; Elder John F. Hannah; and Evaristo Roman, accompanied by his mother, Maria and co-worker Ric Garcia.

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 tenth (10th) day of July, 2002, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the thirty-first (31st) day of July, 2002, at 10:00 A.M., in the Council Chambers 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:

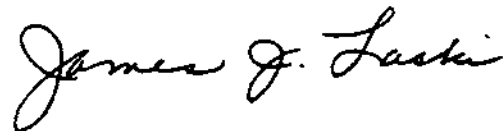
Yeas -- Aldermen Granato, Haithcock, Tillman, Preckwinkle, Hairston, Beavers, Stroger, Beale, Pope, Balcer, Frias, Olivo, Burke, T. Thomas, Coleman, L. Thomas, Murphy, Rugai, Troutman, DeVille, Munoz, Zalewski, Chandler, Solis, Ocasio, Burnett, E. Smith, Carothers, Wojcik, Suarez, Matlak, Mell, Austin, Colom, Banks, Mitts, Allen, Laurino, Doherty, Natarus, Daley, Hansen, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, July 31, 2002, at 10:00 A.M., in the Council Chambers in City Hall.



JAMES J. LASKI,
City Clerk.

