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COPY



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

Regular Meeting—Friday, June 6, 1986

at 10:00 A.M.

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

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- None.

Call to Order.

On Friday, June 6, 1986 at 1:00 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Quorum present.

Invocation.

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

TRIBUTE TO LATE FIREMAN TEDDY JEZUIT.

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

WHEREAS, Teddy Jezuit, a 26-year veteran of the Chicago Fire Department, died June 3, 1986; and

WHEREAS, Mr. Jezuit died of an apparent heart attack while fighting a hazardous rubbish fire at O'Hare Airport; and

WHEREAS, Mr. Jezuit, 56, was a member of Hook and Ladder Unit 63 and was a member of Engine Company No. 9 at the time of his death; and

WHEREAS, Mr. Jezuit was an outstanding firefighter who was cited in 1965 for saving the life of a citizen in the line of duty; and

WHEREAS, Mr. Jezuit was an excellent firefighter who will be remembered as a caring human being who loved his career, his co-workers and his family; and

WHEREAS, Mr. Jezuit is survived by his wife, Helen, two children, Jill and Thomas and a host of other friends; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council assembled here this 6th day of June 1986, do hereby recognize Teddy Jezuit for his outstanding service over the years to the Chicago Fire Department and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Teddy Jezuit.

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

On motion of Alderman Sheahan, seconded by Aldermen Pucinski and Smith, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

At this point in the proceedings, the Honorable Harold Washington, Mayor, delivered remarks reflecting upon the death of Chicago firefighter, Teddy Jezuit. The Mayor then asked for a moment of silence as an expression of our appreciation for the daily sacrifice of our firefighters and the cause they serve.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

AMENDMENT OF 1986 ANNUAL APPROPRIATION ORDINANCE TO PROVIDE FUNDING FOR PAYMENT OF JUDGMENTS AND CLAIMS FROM CHICAGO-O'HARE INTERNATIONAL AIRPORT REVENUE FUND.

Honorable Harold Washington, Mayor, submitted the following communication:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

June 6, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Acting Corporation Counsel, I transmit herewith an ordinance amending the Annual Appropriation Ordinance for the Year 1986, to provide funding for the payment of judgments and claims from the Chicago-O'Hare International Airport Revenue Fund.

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Evans moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini -- 48.

Nays -- Alderman Stone -- 1.

Thereupon, on motion of Alderman Evans, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 49.

Nays -- Alderman Stone -- 1.

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 Annual Appropriation Ordinance for the Year 1986, as amended, is hereby further amended by striking the words and figures bracketed and inserting the words and figures in italics as follows:

Fund 740 -- O'Hare International Airport Revenue Fund:

Department of Aviation.

Code	Amounts Appropriated
8654.157 Rental of equipment and services	[\$10,325,000] \$10,271,000
8654.100 For contractual services	[\$50,949,900] \$50,896,400
8654 Organizational Total:	[\$109,889,255] \$109,835,755

Department of Finance -- General.

Code	Amounts Appropriated
9112.904 For payment of judgments and claims	\$53,500
9112.900 For specific purposes -- general	[\$78,269,290] \$78,322,790
Organization Total:	[\$110,556,410] \$110,609,910

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

Referred -- REQUEST FOR SUPPLEMENTAL APPROPRIATION OF
SURPLUS FUNDS TO MUNICIPAL HOTEL OPERATORS'
OCCUPATION TAX FUND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 6, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Director of the Office of Special Events, I transmit herewith an ordinance making a supplemental appropriation of surplus funds to the Municipal Hotel Operators' Occupation Tax Fund.

Your favorable consideration of this ordinance will be appreciated.

6/6/86

COMMUNICATIONS, ETC.

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

Referred -- AUTHORIZATION FOR EXECUTION OF SUPPLEMENTAL
FUNDING AGREEMENT, ESCROW DEPOSIT AGREEMENT
AND SPECIAL FACILITY IMPROVEMENT
AGREEMENT WITH AMERICAN
AIRLINES.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 6, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the Mayor, the City Comptroller and the City Clerk to execute, on behalf of the City of Chicago, a Supplemental Funding Agreement, an Escrow Deposit Agreement and a Special Facility Improvement Agreement with American Airlines.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF SITE DESIGNATION FOR SOUTH
CHICAGO LEARNING CENTER (PROJECT JC-6).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 6, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance amending the site designation for South Chicago Learning Center (Project JC-6).

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AUTHORIZATION FOR EXECUTION AND ADOPTION OF
USE AGREEMENT BETWEEN CITY OF CHICAGO AND
CHICAGO AIRLINES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 6, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance providing for the execution and adoption of a Use Agreement between the City of Chicago and Chicago Airlines, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

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

6/6/86

COMMUNICATIONS, ETC.

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A communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of June 2, 1986, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of June, 1986.

Statement for bills issued in June, 1986 to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Commonwealth Edison Company's Current Report on form 8-K for May 16, 1986, as filed with the Securities and Exchange Commission."

**ANNUAL ACTUARIAL AND CASH REPORT OF POLICEMEN'S
ANNUITY AND BENEFIT FUND.**

Also, the annual actuarial statement of the Policemen's Annuity and Benefit Fund of Chicago submitted by Richard J. Jones, Executive Director, as prepared by Donald F. Campbell, Actuary, and the annual report for the year 1985 of the Policemen's Annuity and Benefit Fund, 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, etc. which were passed by the City Council on May 30, 1986, 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 June 6, 1986, 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 May 30, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

Referred -- ZONING 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:

Bernard Citron, Attorney -- to classify as an M1-1 Restricted Manufacturing District instead of a C1-1 Restricted Commercial District the area shown on Map No. 9-J bounded by

the alley next north of and parallel to West Belmont Avenue; a line 96 feet west of and parallel to North Kimball Avenue; West Belmont Avenue; and a line 417 feet west of and parallel to North Kimball Avenue;

Thomas E. Malato -- to classify as a Residential Planned Development instead of an R4 General Residence District the area shown on Map No. 2-G bounded by

West Taylor Street on the south; South Morgan Street on the east; a line being 42 feet north of West Taylor Street on the north; and the alley on the west;

Rescorp Development, Inc. and the National Housing Partnership -- to classify as a Residential Planned Development instead of an R5 General Residence District the area shown on Map No. 7-F bounded by

a line 218.92 feet north of and approximately parallel to West Oakdale Avenue; the western boundary of Lincoln Park as established by Decree in Cook County Circuit Court Case Number 256886 (the "Lincoln Park Boundary"); West Oakdale Avenue; a line 180.00 feet west of and approximately parallel to the Lincoln Park Boundary; a line 158.42 feet north of and approximately parallel to West Oakdale Avenue; and a line 200.00 feet west of and approximately parallel to the Lincoln Park Boundary;

Joseph T. Ryerson & Son, Inc. -- to classify as an M1-2 Restricted Manufacturing District instead of an R4 General Residence District the area shown on Map No. 4-I bounded by

West 15th Street; a line 144 feet west of and parallel to South Rockwell Street; the alley next south of West 15th Street; and a line 264.96 feet west of and parallel to South Rockwell Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Angelakos Peter, Armstrong Chemical Products Co;

Borton Susan;

Carabez Benigno;

Dazey Robert;

Eddidin Steven, Einhorn Soloman;

Finkl & Son Co., Fuhrer Abraham;

Lewis Mary, Longmeyer Frances;

Miller H. P.;

Rosenthal Larry;

State Farm Ins. Co. and Bruce Weyand;

Underwriters Adjusting Co. and Miller Car Rental;

Wong Chun Nam.

Referred -- REQUEST FOR FEASIBILITY STUDY RELATING
TO NOTIFICATION OF RESIDENTS IN AREAS OF
REAL ESTATE FORECLOSURES OR
ABANDONED PROPERTY.

Also, a communication from William Dale, President, Austin Area Block Club Association, requesting that the Department of Housing cause a study to be made with a view to notifying residents of the immediate community, within a 400 foot radius, of all Real Estate foreclosures, and abandoned property, which was *Referred to the Committee on Housing and Neighborhood Development*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPROVAL GIVEN TO SETTLEMENT AGREEMENT IN
KETCHUM, PACI AND VELASCO, ET AL.
V. CITY COUNCIL.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order, giving approval to Settlement Agreement in *Ketchum, PACI and Velasco, et al. v. City Council*.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr -- 49.

Nays -- Alderman Stone -- 1.

The following is said order as passed:

WHEREAS, The City Council is required to approve settlement agreements in excess of \$100,000; and

WHEREAS, A stipulation agreement for entry of judgment for attorneys' fees and costs, dated May 30, 1986, in the case of *Ketchum v. Byrne* has been submitted to Judge Norgle for his approval; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago:

SECTION 1. That the City Council hereby approves the Stipulation for Entry of Judgment for Attorneys' Fees and Costs and Judgment in the case of *Ketchum v. Byrne* as is set forth in Exhibit A attached to this order.

SECTION 2. That this order shall be effective immediately upon passage.

Exhibit A attached to this order reads as follows:

IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MARS KETCHUM, et al.,	)	
	)	
Plaintiffs,	)	
	)	No. 82 C 4085
and	)	No. 82 C 4431
	)	No. 82 C 4820
UNITED STATES OF AMERICA,	)	
	)	CONSOLIDATED
Plaintiff-Intervenor,	)	
	)	
vs.	)	

	)	JUDGE CHARLES R. NORGLE
THE CITY COUNCIL OF THE CITY	)	
OF CHICAGO, ILLINOIS	)	
	)	
Defendants,	)	
	)	
and	)	
	)	
JOHN P. DALEY, et al.,	)	
	)	
Intervenor-Defendants.	)	

JUDGMENT

THIS CAUSE COMING on to be heard on the Stipulation for Entry of Judgment for Attorneys' Fees and Costs, dated May 30, 1986, between the *Velasco* plaintiffs, the *Ketchum* plaintiffs, and their respective attorneys, and the defendant City Council of the City of Chicago, by its attorney, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED that Judgment, for attorneys' fees, costs and litigation expenses, be and is hereby entered in favor of the Mexican American Legal Defense and Educational Fund, Inc. in the amount of \$30,567.51; in favor of James P. Chapman, Ltd., in the amount of \$61,805.25; in favor of Virginia Martinez, in the amount of \$24,584.63; in favor of the Puerto Rican Legal Defense and Educational Fund, in the amount of \$27,270; in favor of Richard H. Newhouse, Jr., in the amount of \$72,565.88; and in favor of Jenner & Block, in the amount of \$523,309.34; said amounts to be paid directly to those named herein by the City of Chicago through its "tort judgment fund". In the event these amounts are paid within 90 days of the date of this Judgment, no interest shall be paid on these amounts. In the event that these amounts are not paid within 90 days of the date of this Judgment, interest shall be paid on these amounts, at the statutory rate, from the date of this Judgment to the date of payment. The case in which this Judgment is entered involves injunctive relief only, pursuant to Orders entered on December 27, 1985 and December 30, 1985.

IT IS FURTHER ORDERED that this Judgment is with prejudice to any claims by the *Velasco* plaintiffs, the *Ketchum* plaintiffs, James P. Chapman and Associates, Ltd., Virginia Martinez, the Mexican American Legal Defense and Educational Fund, Inc., the Puerto Rican Legal Defense and Educational Fund, Jenner & Block or Richard H. Newhouse, Jr., for attorneys' fees, costs or expenses in this case for any amounts other than provided for in this Judgment for work performed prior to or after the date of this Judgment.

IT IS FURTHER ORDERED that this Judgment is without prejudice to any claims in, or objections, responses or positions of the defendant City Council with respect to any other Petitions for Fees and Costs heretofore filed in this case.

ENTER:

CHARLES RONALD NORGLÉ, Judge,
U.S. DISTRICT COURT

DATED: _____

AUTHORITY GRANTED FOR EXECUTION OF ANNUAL
AGREEMENT WITH STATE OF ILLINOIS FOR
HIGHWAY PLANNING FUNDS FOR
FISCAL YEAR 1987.

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

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

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

WHEREAS, The State of Illinois has allocated P.L. funds to C.A.T.S. as the M.P.O. and the M.P.O., in turn, has allocated an amount not to exceed \$324,360 in P.L. funds to cover 85% of the costs to the City of Chicago for planning and programming the City's highway needs; and

WHEREAS, The City of Chicago will provide the 15% local match in the amount not to exceed \$57,240; now, therefore,

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

SECTION 1. That the Agreement for Planning Services between the State of Illinois, acting by and through its Department of Transportation, and the City of Chicago, acting by and through its Department of Public Works, incorporated herein by reference, which provides financial assistance to the City in the amount not to exceed \$381,600, of which \$324,360 (85%) is the State's share and \$57,240 (15%) is the City's share is hereby approved.

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

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

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

SECTION 5. That the City's matching share in the amount not to exceed \$57,240 in the form of staff services in the Department of Public Works is hereby authorized.

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT
BETWEEN CITY AND GENERAL PARKING
CORPORATION FOR TEMPORARY
MANAGEMENT/OPERATION OF
CITY PARKING LOT AT
SPECIFIED LOCATION.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of an agreement between the City and General Parking Corporation for the temporary management/operation by General Parking Corporation of the City's parking lot located south of Grand Avenue and bounded by Streeter Drive.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 43.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, the City Comptroller and the Purchasing Agent are hereby authorized to execute, and the Director of the Department of Revenue to approve, subject to the review and approval as to form and legality by the Corporation Counsel, an agreement between the City of Chicago and General Parking Corporation for the management/operation by General Parking Corporation on a temporary basis of the City's parking lot located south of Grand Avenue and bounded by Streeter Drive, for use as a public parking facility, such agreement to be in substantially the following form:

City Of Chicago

Professional Services Contract

Part I -- Agreement

This Agreement entered into as of this _____ day of _____, 1986, by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City", and General Parking Corporation, hereinafter referred to as "Manager/Operator".

Witnesseth:

Whereas, the City proposes to provide for public use the parking lot located south of Grand Avenue and bounded by Streeter Drive, hereinafter referred to as "Navy Pier Parking Lot No. 3", beginning on or about June 1, 1986; and

Whereas, it is recognized by the City that such an undertaking can be accomplished more rapidly and efficiently by augmenting its staff with the services of a manager/operator experienced and qualified in this type of endeavor; and

Whereas, General Parking Corporation is the current manager/operator of Navy Pier Parking Lots No. 1 and No. 2 under a 1977 agreement, which agreement has been extended from time to time; and

Whereas, the City is in the process of preparing bid specification documents and requests for proposals for a competitive solicitation of future managers/operators to manage and operate all of the City's public parking lots and other parking facilities, including Navy Pier Parking Lots No. 1 and No. 2 and, after it is opened for public use, Navy Pier Parking Lot No. 3; and

Whereas, General Parking Corporation has expressed a willingness to provide manager/operator services for Navy Pier Parking Lot No. 3 on a temporary basis beginning June 1, 1986 on the terms and conditions set forth below, and continuing until such time as a permanent manager/operator is selected pursuant to the competitive process referred to above;

Now, Therefore, the parties hereto do mutually agree as follows:

1. The foregoing recitals are incorporated by reference as though fully set forth herein.
2. Scope of Services.

The Manager/Operator shall staff the Navy Pier Parking Lot No. 3 with competent personnel, collect parking fees and taxes and deposit all revenues with the City.

3. Time of Services.

The services of the Manager/Operator shall begin on or about June 1, 1986, and continue until December 31, 1986, unless earlier terminated by the City upon a ten (10) day written notice. Manager/Operator acknowledges and understands that its services hereunder are being contracted for on a temporary basis until such time as a permanent Manager/Operator is installed pursuant to the City's public advertisement and competitive solicitation and selection; on such temporary basis, the time and manner of its services under this contract are strictly subject to the direction of the City.

In the event that a permanent Manager/Operator is not selected prior to December 31, 1986, this contract may be renewed on a monthly basis, at the option of the City, until such time as the permanent Manager/Operator is ready to take over the operation of Navy Pier Parking Lot No. 3.

4. Manager/Operator Employees.

Manager/Operator's employees shall be adequately trained and shall discharge their duties in a courteous and efficient manner. The Manager/Operator shall control the actions of its employees and dispense with the services of any employee whose conduct the Director of the City's Department of Revenue finds in detriment to the best interests of the City or the general public.

5. Operations.

A. Hours of Operation.

The Manager/Operator agrees to operate Navy Pier Parking Lot 3 in accordance with schedules set and/or approved by the Director of the Department of Revenue or her authorized representative.

B. Parking Rates and Charges.

Daily parking patrons shall be charged Two Dollars and Forty-five cents (\$2.45) per day or fraction thereof plus Sixty Cents (60¢) parking tax. Monthly parking patrons shall be charged Forty-two Dollars (\$42.00) per month plus Twelve Dollars (\$12.00) parking tax.

Special event rates of Three Dollars and Forty-five Cents (\$3.45) per day, plus Sixty Cents (60¢) parking tax, shall be put into effect at the direction of the Director of the Department of Revenue or her authorized representative.

It is understood and agreed that parking rates and charges may be changed by the City Council of the City of Chicago. Revised rates and charges shall be put into effect within forty-eight (48) hours after written notification has been given Manager/Operator and shall remain in effect until further notice.

C. Revenue Reports and Deposits.

Manager/Operator must use daily parking tickets and monthly decals supplied by the City. The right to all parking revenues made or collected by the Manager/Operator and its employees under the terms of this contract shall vest in and the same shall immediately become the property of the City, and the Manager/Operator shall be responsible for said monies until the same are delivered and deposited with the City as directed by the Director of the Department of Revenue or her authorized representative. The Manager/Operator will furnish the City all daily, weekly and/or monthly reports which may be required for proper accounting of all revenues.

D. Free Parking of Vehicles.

At no time shall the Manager/Operator permit or cause to be permitted the parking of any vehicle whatsoever on or in the Navy Pier Parking Lot No. 3 free of charge except as may be authorized by the Director of the Department of Revenue or her authorized representative. It is anticipated that there will be substantial use of the Navy Pier Parking Lot No. 3 by City employees assigned to work at the "Kraft Building" (500-510 N. Peshtigo Court), when their free use of this Navy Pier Parking Lot No. 3 is recommended by their Commissioner and approved by the Director of the Department of Revenue. Such authorized employees will be identified to the Manager/Operator by the Director of the Department of Revenue as being eligible to park free of charge; Manager/Operator shall be entitled to rely upon such identification (or lack thereof) as conclusive evidence of the Director's authorization to such employees.

E. Removal of Parked Vehicles.

At no time shall the Manager/Operator remove or permit or cause to be removed from the premises any vehicle placed thereon for parking purposes; enter or drive, or permit or cause to be entered or driven, any vehicle which has been placed upon the premises for the purpose of self-parking without the express consent of the owner or operator of said vehicle, except with the prior written approval by the Director of the Department of Revenue or her authorized representative, or except under emergency conditions, including, without limitation, any vehicle illegally parked or blocking an entrance or exit or in compliance with any written request or order of removal from a governmental body or agency.

6. Cooperation by the City of Chicago.

The City will furnish all licenses, insurance (except Workman's Compensation and any employee insurance), parking tickets, time stamps, signs, lighting and repairs to the premises. The City also assumes the responsibility for filing and paying the quarterly City of Chicago Parking Tax return.

7. Operating Budget.

Upon execution of this contract, the Manager/Operator shall provide the City with a detailed operating budget showing the projected cost of operation of the Navy Pier Parking Lot No. 3. Manager/Operator agrees that the budget and operating expenses, including but not limited to personnel costs may be changed in accordance with the City's instructions during the term of this contract.

8. Payment.

On the first working day after the end of each month this contract is in effect, the Manager/Operator shall present the City with a statement showing the cost of operation of the Navy Pier Parking Lot No. 3 for the previous month. The statement shall be itemized to indicate cost of operating personnel and other reimbursable expenses applicable to the operation. The City will, after approval of expenses, reimburse the Manager/Operator and pay an additional fee of ten percent (10%) of the gross income (less parking tax) for its services. The Manager/Operator will be entitled to no other monies other than reimbursable expenses and service fee described above.

9. Use of Premises.

The Navy Pier Parking Lot No. 3 is intended solely for use as an employee and public parking facility. The Manager/Operator shall not engage in, nor permit any of its employees or agents to be engaged in, the business of selling emergency services, supplies or products of any kind on the premises.

10. Notices.

All notices and communications provided for herein shall be sent by first class, mail, postage prepaid, directed if to the City, to Director, Department of Revenue, Room 107, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602, and if to the Manager/Operator, to General Parking Corporation, 111 W. Jackson Boulevard, Chicago, Illinois 60604.

11. Account Chargeable.

Payment hereunder will be made from revenue collected by the Manager/Operator at the Navy Pier parking lots and deposited into Fund/Account No. 648-8516-128.

12. Interpretation of Agreement.

Should any questions arise covering this contract, its interpretation, or on a matter not specifically covered by this contract, the decision or interpretation of the Director, Department of Revenue, shall be final and binding.

13. General Conditions -- Part II.

This contract is subject to and incorporates the provisions attached hereto of the General Conditions for Professional Services contract with the following exceptions: (1) Paragraph entitled Professional Questionnaire, Ownership of Documents, and Project Specifications are deleted. (2) Sub-Paragraphs B, C, D and E under Paragraph entitled Insurance are deleted.

In Witness Whereof, the City and the Operator/Manager have executed this Agreement as of the date first written above.

[Signature forms omitted for printing purposes.]

Part II -- General Conditions reads as follows:

Part II.

Contract for Professional Consultant Services.

General Conditions.

Definitions.

The term "Commissioner" means the Commissioner of the Using Department of the City of Chicago and the term "his duly authorized representative" means any person or persons authorized in writing by the Commissioner to act for the commissioner in connection with this contract.

The term "Purchasing Agent" means the Purchasing Agent of the City of Chicago whose duties and responsibilities are more particularly described in the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code , as amended.

Non-Discrimination.

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

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. 1971, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1971, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1971, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1971, 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.

To demonstrate compliance the Professional Consultant and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

Authority.

This contract is entered into in accordance with and is subject to the provisions of the Municipal Purchasing Act for cities of 500,000 or more population as contained in the Illinois Municipal Code, as amended.

Compliance With Laws.

The professional consultant shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city government, which may in any manner affect the performance of the contract.

Professional Questionnaire.

The professional consultant shall have on file in the office of the Purchasing Agent prior to award of contract a professional questionnaire dated not earlier than January first (1st) of the current year. This shall be kept on file with the purchasing agent as representative

statement for a period of one year only. Forms are available at the office of the Purchasing Department, Room 400, City Hall, Chicago, Illinois 60602.

Personnel.

The professional consultant shall if necessary immediately assign and maintain a staff of competent personnel which is fully equipped and qualified to perform the services required by this contract.

Salaries of employees of professional consultant performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; title 18 U.S.C., Section 874; and title 40 U.S.C., Section 276c). The professional consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance with such regulations, and shall be responsible for the submission of affidavits required thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

If, in the performance of this contract, there is any underpayment of salaries by the professional consultant, the City shall withhold from the professional consultant out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the professional consultant to the respective employees to whom they are due.

Conflict of Interest.

No member of the governing body of the City or other unit of government and no other officer, employee, or agent of the City or other unit of the government who exercises any functions or responsibilities in connection with the carrying out of the Project to which this contract pertains, shall have any personal interest, direct or indirect, in this contract.

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit to arise herefrom if said contract and the project to which the contract pertains is funded in whole or in part, directly or indirectly, by the Federal Government.

The professional consultant covenants that he presently has no interest and shall not acquire any interest direct or indirect, in the project to which this contract pertains which would conflict in any manner or degree with the performance of his services hereunder. The Professional Consultant further covenants that in the performance of this Contract no person having any such interest shall be employed.

Insurance.

The professional consultant and each professional consultant working in his behalf will purchase and maintain during the life of this contract insurance coverage which will satisfactorily insure them against claims and liabilities which could arise because of the execution of this contract. The insurance coverages required are as follows:

- A. Workmen's Compensation insurance covering the professional consultant for any and all claims which may arise against the professional consultant because of the Workmen's Compensation and Occupational Disease Acts of the State of Illinois. The Employer's Liability Section of the Workmen's Compensation policy shall have a limit of not less than \$100,000.00.
- B. Comprehensive General Liability insurance protecting the professional consultant against any and all public liability claims which may arise in the course of performance of this contract. The limits of liability for bodily injury coverage will be not less than \$250,000.00 per person, including death, and \$500,000.00 per occurrence. The property damage limits of liability should not be less than \$250,000.00 per occurrence with an aggregate not less than \$500,000.00.
- C. Comprehensive Automobile Liability insurance, including Employers Non-Ownership and Hired Car Coverage protecting the professional consultant against automobile claims whether on or off the owner's premises with bodily injury limits of not less than \$250,000.00 per person and \$500,000.00 per occurrence and property damage limits of not less than \$100,000.00 per occurrence.
- D. Professional liability insurance covering the professional consultant against all sums which the professional consultant may become obligated to pay by reason of the liability imposed upon the professional consultant by law for damages resulting from any claim made against the professional consultant arising out of the performance of the professional services for the City under this contract, in the capacity as professional consultant and caused by any error, omission, or act of the professional consultant, or of any person employed by the professional consultant, or any others for those actions the professional consultant is legally liable. This professional liability insurance will remain in force, if generally available, at substantially the same premium rates as those now in effect, for a period of not less than four years after the completion of this contract. The limit of liability of this insurance will be not less than the lesser of \$1,000,000.00 or the total estimated construction cost of the projects assigned to the consultant pursuant to this contract, with a deductible of not more than \$25,000.00. The professional consultant will require his associate professional consultant, etc. to purchase and maintain during the life of this contract similar insurance with similar limits of liability, as stated above, which will protect the associate professional consultant against claims which could arise while performing any functions under this contract.
- E. Valuable papers insurance in an amount not less than the total design fee to be paid by the City under this contract to insure against any loss whatsoever which

could damage or destroy records, papers, maps, statistics, survey notes, etc., relevant to this contract, and this insurance will have limits sufficient to pay for the re-creation, re-establishment, or restoration of these valuable papers.

The Comprehensive General Liability, Contractual Liability or Professional Liability coverages, or any combination thereof, will also protect the professional consultant in at least the same limits of liability against claims which may arise because of the indemnity or contractual agreement contained within this contract.

The Professional Consultant will furnish the City of Chicago copies of certificates of insurance evidencing coverages as stated above issued by an insurance company authorized to do business under the laws of the State of Illinois and approved by the City of Chicago. The certificates of insurance shall contain a contract description, policy numbers, expiration dates, limits of liability, and shall be signed by an authorized agent of the insuring company. Further, no cancellation or modification of the policy or policies described above shall occur without at least fifteen (15) days prior written notice given to the City of Chicago. The City of Chicago will not allow the professional consultant to commence work on this contract until all insurance is purchased and evidence of such is received and approved by the City.

The insurance coverages as stated above, if generally available at substantially the same premium rates as those now in effect, will remain in full force and effect until the work specified in this contract is fully completed and accepted.

Indemnity.

The professional consultant will indemnify, keep and save harmless the City, its agents, officials and employees, against all suits or claims that may be based on any injury to persons or property that is the result of an error, omission or negligent act of the consultant or any person employed by the consultant.

Changes.

The City may, from time to time, request changes in the scope of the services of the Professional Consultant to be performed hereunder. Such changes including any increase or decrease in the amount of the Professional Consultant's compensation, which are mutually agreed upon by and between the City and the Professional Consultant, shall be incorporated in written amendments to this Contract.

Delays and Extensions.

The Professional Consultant agrees that no charges or claims for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Professional Consultant to proceed to complete their services or any part of them after the

date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City or any of its rights herein.

Ownership of Documents.

All documents, data, studies and reports as instruments of service are to be the property of the City. During the performance of the engineering services herein provided for, the Professional Consultant shall be responsible for any loss or damage to the documents herein enumerated while they are in their possession and any such document lost or damaged shall be restored at the expense of the Professional Consultant. Full access to the work during the preparation of the plans shall be available to the City and other public agencies interested in this work.

Findings Confidential.

All of the reports, information, or data, prepared or assembled by the Professional Consultant under this Contract are confidential and the Professional Consultant agrees that said reports, information or data, shall not be made available to any individual or organization without the prior written approval of the City.

Subletting and Assignment.

The Professional Consultant shall not assign this Contract or any part thereof, unless otherwise provided or without the written consent of the Purchasing Agent, but in no case shall such consent relieve the Professional Consultant from the obligations under, or change the terms of the Contract.

The Professional Consultant shall not transfer or assign any Contract funds or claims due or to become due without written approval of the Purchasing Agent having first been obtained.

The transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to the Professional Consultant, shall cause the annulment of said transfer or assignment so far as the City is concerned.

Termination for Default.

If, through any cause, the Professional Consultant shall default in performance of this Contract in accordance with its terms and has failed to cure such default within thirty (30) days after receipt of a notice specifying such default, the City may terminate this Contract. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Professional Consultant under this Contract shall, at the option of the City, become its property. If the Contract is so terminated, the City may take over the work and services and prosecute same to completion by Contract or otherwise, and the Professional Consultant shall be liable to the City for any excess costs occasioned the City thereby. Any such excess costs shall be liquidated by use of the retained percentages of progress payments due for work completed prior to termination for default. If such retained funds are not sufficient to liquidate such liability, the City shall make a written demand upon the Professional Consultant for the unwritten liquidated balance thereof.

In case the City shall act under the last preceding paragraph, the Professional Consultant shall deliver to the City within twenty (20) days all finished or unfinished documents, data, studies, and reports prepared by the Professional Consultant under this Contract. In the event of the failure by the Professional Consultant to make such delivery upon demand, then and in that event, the Professional Consultant shall pay to the City any damages it may sustain by reason thereof.

Termination for Inconvenience.

The City may terminate this Contract, or any portion of service to be performed herein, at any time by a notice in writing from the City to the Professional Consultant, or if sufficient funds have not been appropriated to cover the estimated requirement. If the Contract is terminated by the City as provided herein, the Professional Consultant shall deliver to the City all finished or unfinished documents, data, studies, and reports prepared by the Professional Consultant under this Contract and these shall be and become the property of the City. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services actually performed by the Professional Consultant to the date of termination. Such estimate shall be mutually agreed upon by the Commissioner, the Purchasing Agent and the Professional Consultant. Such payment so made to the Professional Consultant shall be in full settlement for services rendered under this Contract. If this contract is terminated due to the fault of the Professional Consultant, the previous section hereof relative to termination shall apply.

Project Specifications.

Unless otherwise provided in Part I hereof, Professional Consultant shall only prepare specifications as necessary for the work provided hereunder for incorporation within the contract documents.

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

APPROVAL GIVEN TO INTENT TO USE TAX INCREMENT FINANCING FOR REDEVELOPMENT OF CHINATOWN BASIN AREA.

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

WHEREAS, Under Chapter 24, Section 11-74.4-1, *et seq.*, Ill. Rev. Stats., which Sections are known as the Real Property Tax Increment Allocation Redevelopment Act (hereinafter referred to as "the Act"), the City of Chicago is empowered to undertake the redevelopment of blighted areas through tax increment financing and is empowered to incur redevelopment project costs; and

WHEREAS, Pursuant to the Act, to implement tax increment financing the corporate authorities must designate a redevelopment project area on the basis of findings that the area qualifies as a blighted area; adopt a redevelopment plan containing a commitment to

use public funds and a redevelopment project; and make findings; that the redevelopment project area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of a redevelopment plan; that the redevelopment project area would not reasonably be developed without the use of incremental occupation and use tax revenues payable pursuant to the Act; and that the incremental occupation and use tax revenues will be used exclusively for development of the redevelopment project area; and

WHEREAS, The Department of Planning of the City has made a preliminary determination that the aforesaid findings may be made in respect to the area, commonly known as the Chinatown Basin, bounded by 18th Street to the north, Cermak Road to the south, Archer Avenue to the southeast, Stewart Avenue to the west, the Chicago River to the northwest, and Wentworth Avenue to the east; and

WHEREAS, There has been proposed to the City Council, for its approval, a Redevelopment/Loan Agreement Chinatown Basin Project, in which Agreement the City and the private parties proposing to undertake redevelopment acknowledge that the private sector redevelopment of the Chinatown Basin area is related to the City's adoption of tax increment financing for the Chinatown Basin area, and in which Agreement, pursuant to exhibits incorporated therein, the City has obligated itself to render full cooperation to procure the benefits of tax increment financing for the said area; and

WHEREAS, The Act permits the City Council to create a commission empowered to hold the public hearings required by the Act and to make recommendations to the City Council concerning the adoption of redevelopment plans and redevelopment projects and the designation of redevelopment project areas; and

WHEREAS, The Commercial District Development Commission has, by ordinance passed January 20, 1984 and printed in the Journal of Proceedings of the City Council at pages 4616-4618, been constituted as such commission contemplated by the Act and been empowered to hold public hearings and make recommendations to the City Council concerning the adoption of redevelopment plans and redevelopment projects and the designation of redevelopment project areas, as such terms are defined in the Act; and

WHEREAS, The City Council has, by ordinance passed August 7, 1985 and printed in the Journal of Proceedings of the City Council at pages 19032-19034, approved the designation by the Commercial District Development Commission of the majority of the Chinatown Basin area as a Blighted Commercial Area-- Archer-Wentworth; now, therefore,

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

SECTION 1. The City intends to use tax increment financing in accordance with the provisions of the Real Property Tax Increment Allocation Redevelopment Act as one of the redevelopment tools for redevelopment of the above-described area, commonly known as the Chinatown Basin, or such portion thereof and such additional contiguous areas as may be appropriate.

SECTION 2. The Department of Planning shall develop, for the above-described area, a proposed redevelopment plan and project incorporating the private sector redevelopment projects contemplated in the Redevelopment/Loan Agreement Chinatown Basin Project. Said area should be considered by the Commercial District Development Commission for designation as a "redevelopment project area" as defined in the Illinois Municipal Code, Chapter 24, Section 11-74.4-3(h). The Commercial District Development Commission shall hold such public hearings as are required by the Act, and do all acts necessary and incidental thereto, for designation of the above-described area, or portion or enlargement thereof as aforesaid, as a redevelopment project area, and for adoption of a redevelopment plan and redevelopment project therefor, and shall make its recommendations pertaining thereto to the City Council.

SECTION 3. This ordinance shall be effective on its passage and approval.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF PERMITS, FREE
OF CHARGE FOR REHABILITATION OF EXISTING
TRAIN STATIONS AT SPECIFIED LOCATIONS.

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

WHEREAS, M.E.T.R.A., the Commuter Rail Division of the Regional Transportation Authority, is planning extensive capital projects in 1986 to improve its service to the Chicago area; and

WHEREAS, Many Chicagoans ride M.E.T.R.A. to commute to and from work; and

WHEREAS, M.E.T.R.A. requested the City of Chicago to issue without charge all permits necessary for construction of the capital projects; now, therefore,

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

SECTION 1. That the Commissioners of the Departments of Inspectional Services, Public Works, Streets and Sanitation, Sewers and Water are hereby directed to issue all

necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, for rehabilitation of existing train stations on the premises described on the attached sheet.

Said capital projects shall be used exclusively for train stations 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.

List attached to this ordinance reads as follows:

Project Description	Location
1. Rebuild Hegewisch Substation	13424 South Brainard Avenue
2. Randolph Street Railroad Station rehabilitation -- South Shore section	151 North Michigan Avenue
3. Archer Avenue Railroad Bridge. rehabilitation	Archer Avenue/Wentworth
4. 14th Street Railroad Yard rehabilitation	14th Street/Canal Street
5. Western Avenue Yard Railroad rehabilitation	Grand/California Avenue
6. Power Supervisory Control Room construction (S.C.A.D.A. Control)	151 North Michigan Avenue
7. Chicago Railroad Passenger Terminal rehabilitation (Phase 1)	501-531 West Washington Boulevard
8. Union Station escalator construction	210 South Canal Street
9. Jackson Boulevard Power Traction Substation rehabilitation	150 East Jackson Boulevard (at I.C.G. tracks)
10. Randolph Street Railroad Station rehabilitation-I.C.G. section	151 North Michigan Avenue
11. Metra Headquarters rehabilitation	547 West Jackson Boulevard
12. Western Avenue Railroad Station rehabilitation	420 North Artesian Avenue

Project Description	Location
13. Grayland Railroad Station rehabilitation	Milwaukee/Kilbourn
14. Edgebrook Railroad Station rehabilitation	Devon/Central Avenue
15. Hermosa Railroad Station rehabilitation	1800 North Keeler Avenue
16. Galewood Railroad Station rehabilitation	Narragansett/McLean
17. Mont Clare Station rehabilitation	Sayre/Medill
18. 91st Street Railroad Station rehabilitation (I.C.G. South Chicago branch)	2831 East 91st Street
19. 95th Street/Longwood Railroad Station rehabilitation	9501 South Vincennes Avenue
20. 103rd Street/Washington Heights Railroad Station rehabilitation	10335 South Vincennes Avenue
21. 115th Street Kensington Railroad Station rehabilitation	418 East 115th Street
22. Ashburn Railroad Station rehabilitation	3600 West 83rd Street
23. Clybourn Railroad Station rehabilitation	1600 West Armitage Avenue
24. Cragin Railroad Station rehabilitation	1900 North Leclaire Avenue
25. Union Station Pedestrian Exit construction	210 South Canal Street
26. Railroad Crew Facilities construction	124th/Indiana Avenue
27. Gresham Railroad Station rehabilitation	820 West 87th Street
28. Hanson Park Railroad Station rehabilitation	5632 West Armitage Avenue

	Project Description	Location
29.	Irving Park Railroad Station rehabilitation	4100 West Irving Park Road
30.	Landers Railroad Station rehabilitation	3200 West 79th Street
31.	Mars Railroad Station rehabilitation	6800 West Belden Avenue
32.	Rogers Park Railroad Station rehabilitation	1800 West Lunt Avenue
33.	Van Buren Street Railroad Station rehabilitation	151 East Van Buren Street
34.	Chicago Passenger Terminal rehabilitation (Phase II)	501-531 West Washington Boulevard
35.	Hegewisch Railroad Station rehabilitation	13548 South Brainard Avenue
36.	Ravenswood Railroad Station rehabilitation	1800 West Lawrence Avenue
37.	91st Street/Beverly Railroad Station rehabilitation	9105 South Prospect Square
38.	95th Street/Beverly Railroad Station rehabilitation	1766 West 95th Street
39.	99th Street/Beverly Railroad Station rehabilitation	9901 South Walden Avenue
40.	103rd Street/Beverly Railroad Station rehabilitation	10301 South Walden Avenue
41.	107th Street/Beverly Railroad Station rehabilitation	1800 West 107th Street
42.	111th Street/Morgan Park Railroad Station rehabilitation	11046 South Hale Avenue
43.	115th Street/Morgan Park Railroad Station rehabilitation	11445 South Hale Avenue

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF WATER
MAINS AT SPECIFIED LOCATIONS.

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

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 109th Street from South Eggleston Avenue to South Parnell Avenue and in South Eggleston Avenue from West 111th Street to West 110th Place; 936 feet of 8-inch ductile iron water main, at the total estimated cost of \$106,466.04 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00239.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 48th Street from South Cicero Avenue to 120 feet E.E.L. of South Knox Avenue; 1,129 feet of 8-inch ductile iron water main, at the total estimated cost of \$120,279.86 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00248.

Ordered, That the Commissioner of Water is hereby authorized to install water mains in West 46th Street from South Knox Avenue to South Cicero Avenue; 968 feet of 8-inch ductile iron water main, at the total estimated cost of \$104,991.71 chargeable to the Capital Improvement Account Number 200-(7930) -- Construction. The above work is to be done under Order No. A-00224.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
CANCELLATION OF EXISTING WATER RATES AND
REFUND OF FEE FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.

The Committee on Finance, to which had been referred (May 30, 1986) sundry proposed ordinances and order transmitted therewith to authorize the issuance of free permits, cancellation of existing water rates and refund of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

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

FREE PERMITS.

Belmont Community Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of

charge, notwithstanding other ordinances of the City to the contrary, to Belmont Community Hospital, 4058 West Melrose Street, for construction of two (2) driveways at 4024-4030 West Melrose Street into public alley, for emergency vehicles only, on the premises known as 4024 and 4030 West Melrose Street.

Said building shall be used exclusively for emergency and medical 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.

Northwestern Memorial Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Northwestern Memorial Hospital, Superior Street and Fairbanks Court, for demolition of two buildings on the premises known as 206 and 208 East Superior Street.

Preparation for a parking facility and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

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

Saint Anne Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Saint Anne Hospital, for the construction of an intensive care unit on the premises known as 4950 West Thomas Street.

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

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

CANCELLATION OF EXISTING WATER RATES.

Lakeview United Pentecostal Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioners of Water and Sewers are hereby authorized and directed to cancel water rates in the amount of \$1,560.38, charged to the Lakeview United Pentecostal Church, 1710-1712 West Cornelia Avenue.

SECTION 2. That the Bureau of Water is hereby authorized and directed to exempt said Church from the payment of future water assessments.

SECTION 3. This ordinance shall take effect and be in force upon its passage.

REFUND OF FEE.

DePaul University.

Ordered. That the City Comptroller is hereby authorized and directed to refund the amount of \$2,385.00 to DePaul University, for electrical installations by the Wigdahl Electric Company, 625 Pratt Boulevard, Elk Grove Village, Illinois, on the premises located at 2345 North Clifton Avenue, covered by C.W. Permit 690516-7.

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

The Committee on Finance, to which had been referred on May 30, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Guardian Angel Nursery	Pl-313925	\$20.00
4600 South McDowell Avenue	Pl-313926 (Fuel Burn. Equip.)	20.00

Name and Address	Warrant Number and Type of Inspection	Amount
ORT Resale Shop 3326 North Lincoln Avenue	D1-413445 (Sign)	\$ 93.00
Dr. William M. Scholl College of Podiatric Medicine 1001 North Dearborn Street	F4-613730 (Mech. Vent.)	282.50
Society of Danube Swabian 4217 North Lincoln Avenue	B3-600498 B3-600497 (Pub. Pl. of Assem.)	34.00 34.00

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR EXEMPTION OF 1984-1985
SEWER SERVICE CHARGES TO SPECIFIED
ORGANIZATIONS.

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

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Hyde Park Neighborhood Club, 5480 South Kenwood Avenue, from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

SECTION 1. Pursuant to Section 185.1-2(a) of the Municipal Code of Chicago, the Commissioner of Sewers is hereby authorized and directed to exempt the Self Help Home for the Aged, 908 West Argyle Street from the first One Thousand Dollars (\$1,000) charge for sewer services in 1984-1985.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

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

AUTHORITY GRANTED FOR REDUCTION IN ANNUAL LICENSE
FEE FOR SPECIAL POLICEMEN EMPLOYED BY
NOT-FOR-PROFIT INSTITUTION.

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

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

SECTION 1. Pursuant to Chapter 173, Section 173-6 of the Municipal Code of Chicago, the following charitable institution employs five special police and shall pay a fee of \$10.00 per license for the year 1986:

The Old Land Mark Church of God, 7201-7215 South Jeffery Boulevard.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Frost, Kotlarz, Giles, Cullerton, Laurino, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 45.

Nays -- None.

Alderman Krystyniak 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 a report recommending that the City Council *Place on File* an application for City of Chicago charitable solicitation (tag day) permits for:

The American Legion (Department of Illinois, 1st Division), May 21 and 22, 1987,
City-wide.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said application and report were *Placed on File*.

COMMITTEE ON AVIATION.

AUTHORITY GRANTED FOR EXECUTION OF CHICAGO MIDWAY
AIRPORT AGREEMENT BETWEEN CITY AND ILLINOIS
DEPARTMENT OF TRANSPORTATION.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 26, 1985) to authorize the execution of an agreement between the Division of Aeronautics of the Illinois Department of Transportation and the City of Chicago concerning improvements at Midway Airport (Grant Number 3-17-0025-05-06), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

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

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

Agency and Participation Agreement attached to this ordinance reads as follows:

Agency and Participation Agreement

Federal Assistance Airport Project

Federal Project Number 3-17-0025-05

Illinois Project Number 85A-19-1118.

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

Witnesseth:

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

Whereas, the Municipality desired to sponsor a project for the further development of said Chicago-Midway Airport to be known as Project Number 3- 17-0025-05, Illinois

Project Number 85A-17-1118, under the Airport and Airway Improvement Program and the provisions for the Federal Airport Act and the regulations promulgated pursuant thereto; and

Whereas, the project is more specifically described as: construct parallel Taxiway 4L-Phase I, overlay runway 4L-22R, install Blast/Sound fencing, install runway threshold lights, restripe runways, construct west triangle drainage system, purchase safety and security equipment, and acquire 8.4 acres for R/W 22L and 22R clear zone and a Part 150 Study; and

Whereas, the Municipality has accordingly requested Federal financial assistance in the accomplishment of Project Number 3-17-0025-05 and responsive thereto the Federal Government, through the Federal Aviation Administration, has or will issue to the Municipality a Grant Agreement in the sum of Seven Million Four Hundred Twenty-nine Thousand Fifty Dollars (\$7,429,050); and

Whereas, the Division has been appropriated certain monies for the development of public air navigation facilities, subject to the provisions of Section 34 of the Illinois Aeronautics Act; and

Whereas, the Municipality has requested assistance of the Division in making up the amount of, and payment of the non-Federal share of the costs and expenses of said project, and to act as its agent in certain matters connected therewith; and

Whereas, the parties hereto by this Agreement intend (a) to fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project and with reference to participation by the United States; and (b) to designate the parties to accept, receipt for and disburse all funds and payments of the Federal Government and the Municipality used or to be used in payment of the costs and expenses as shall have been incurred by the parties hereto or either of them.

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

1. The Municipality shall be the "Sponsor" of the project above identified, except as set forth in paragraph 2 immediately hereafter following.
2. The Division shall contribute financial assistance to the extent hereinafter stated, and furnish project reporting liaison with the Federal Aviation Administration.
3. As between the Municipality, the State of Illinois and the United States, the Municipality shall be the contractual party to such construction contract or contracts as shall be entered into for the accomplishment of the project, subject only to the agency provisions hereinafter set out.
4. Plans, specifications and estimates for said project have been prepared by or at the instance of the Municipality, copies of which will be submitted to the Division of Aeronautics for review prior to the advertising for bids thereon.

5. The Municipality will provide adequate, capable and qualified Illinois Licensed resident project engineer(s) and materials testing technician(s) and will further prepare and transmit such project reports as shall be required by the Federal Aviation Administration, or the Division, including semi-final and final inspection reports on the project work (or, if more than one construction contract is involved, then on each phase of the project work which is covered by separate contract). In its final inspection report or reports, the Municipality shall certify to the Division that the work involved has been fully completed in accordance with the plans, specifications and contract, as the same shall have been modified or supplemented by change order, supplementary contract or otherwise, and that such work is accepted.
6. The Municipality hereby designates the Division as its Agent, and the Division hereby accepts said designation to act as Agent for the Municipality:
 - (a) To exercise such direction of the project work as its personnel will permit but limited to a determination that the project is being completed in accordance with plans and specifications, provided that neither the Division nor the State shall be held responsible or be chargeable for any damage resulting from performance or attempted performance of said project work.
 - (b) To accept, receive, receipt for, and deposit with the State Treasurer of Illinois any and all funds granted, allowed, and paid or made available by the United States under applicable airport development legislation and Congressional appropriations made pursuant thereto, and to disburse upon State warrant such funds in the payment of such project costs as the Division shall determine to be earned and payable.
7. The Municipality shall be a signatory party, in its own name, stead, right and behalf, to the Project Application made or to be made to the Federal Aviation Administration; to the acceptance of such Grant Offer as shall be tendered by the United States through the Federal Aviation Administration; to such Grant Agreement as shall be executed; and all applications for Grant Payment.
8. The estimated total cost of said project is Eight Million Three Hundred Four Thousand Five Hundred Dollars (\$8,304,500). The Division hereby agrees, with the approval of the Governor of the State of Illinois ("State") to participate in the project for payment of such project costs as are not barred by Section 34 of Illinois Aeronautics Act, from funds appropriated to the Division by and under Section 33, House Bill 2624 of the 83rd General Assembly, provided that, in the event said funds appropriated lapse or expire due to time limitations then payment of project costs shall be made by the Division from reappropriated funds from that appropriation under and by virtue of subsequent Public Acts enacted by the same or succeeding General Assembly of the State of Illinois. The amount of participation will be as follows: On project costs eligible for ninety percent (90%) F.A.A. participation, the Division will participate up to five percent (5%), excluding equipment. Subject to the approval of the Governor, the State will participate equally with the Municipality to the extent of the aforesaid

percentages in all allowable and justifiable overruns, but in no event shall the Division's financial participation in the overruns and contingencies cost cause the total amount of the participation of the Municipality and Division in the overall project to exceed \$420,000. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division, which shall be in excess of the percentage of State financial participation hereinabove provided for.

Payments to the Contractors and/or Engineer shall be made by the Municipality from time to time on the basis of invoices for work performed, and shall be submitted to and approved by the Chief Engineer. The Division shall reimburse the Municipality for payments to the Contractors and/or Engineer for work performed, provided that the Division's obligation to reimburse the Municipality shall not exceed the total Federal and State participation, and provided further than ten percent (10%) of the total Federal and State participation may be retained by the Division until the contract has been completed and accepted and all other requirements of the contract agreed to are performed by the Contractors and/or Engineer.

However, the Municipality specifically agrees that in any event it will pay on the project costs any amount by which the total of actual project costs shall exceed the sum of the State funds as are herein committed and the Federal funds granted to or allowed and paid on project costs, as the same may be incurred by reason of contingencies, overruns, engineering errors, or otherwise in order to complete the work called for by the project Grant Agreement with the United States and the project plans and specifications, as the same may, with the express consent and approval of the Municipality, be amended, changed, modified, or supplemented--subject, however, and only, to the limitations as to revenue raising and restrictions on bonded indebtedness imposed by State statutes and constitution.

9. The Municipality shall establish an account in which shall be deposited all funds pertaining to the project. The Municipality shall have the right to draw checks against said account, or make withdrawals therefrom, without the approval of the Division and the bank or banks in which said funds are deposited shall be under no obligation to see to the application of said funds.
10. The Municipality agrees to comply at all times with the conditions prescribed in said Section 34 of the Illinois Aeronautics Act, with respect to which the Municipality is required to satisfy the Division under the terms thereof.
11. The Airport shall be used, operated and maintained by the Municipality for the use and benefit of the general public without unjust discrimination, in accordance with the covenants and assurances of the Municipality made with and to the United States.
12. The Municipality shall file with the Division such reports concerning the matters covered by this Agreement, including the use, operation and maintenance of the Airport, as the Division may require from time to time.

13. Notices, reports or other communications required by or transmitted pursuant to this Agreement, to the Division shall be directed to the attention of Director, Division of Aeronautics of the State of Illinois, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706 and to the Municipality shall be directed to the attention of the Commissioner of Aviation and the City Comptroller, City of Chicago, City Hall, Chicago, Illinois 60602.
14. To the extent that the Project Application or Grant Offer requires, this Agreement is made subject and subordinate to the provisions thereof.
15. In the event that the Municipality is unable to or does not diligently pursue the project to the completion of a usable facility, then the Municipality shall reimburse the Division for any funds expended by virtue of this Agreement.
16. This Agreement shall be and is deemed to be one entered into pursuant to the Illinois Aeronautics Act of the State of Illinois, and shall be construed and given effect in accordance with said Act and not otherwise.
17. It is understood by the Municipality that in the event the Municipality should be determined to be in default of any of its obligations under this Agreement, the Division may refuse to fund or program any additional projects until such time as this project has been satisfactorily completed.
18. The Municipality agrees to keep complete and adequate books and records relating to the Project described in this Agreement and all books and records should be open to inspection and examination by the Division or the Federal Aviation Administration upon reasonable request.
19. The Municipality does hereby agree to maintain and keep Chicago Midway Airport operational as a public air navigation facility throughout its useful life, for the use and benefit of the public for a period not less than twenty (20) years from the date of execution of this Agreement. Any breach of these conditions on the part of the Municipality may result in the suspension or termination of, or refusal of the State to provide assistance under future programs, or such other action which may be necessary to enforce the rights of the State of Illinois under this Agreement.
20. The Municipality agrees to construct and complete the project described in this Agreement in accordance with the latest approved Layout Plan, based on anticipated need.
21. The Municipality agrees not to dispose of, or encumber airport land by sale or lease, for non-airport related purposes without consent and approval of the Division and the F.A.A.

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION AND SUBMITTAL OF APPLICATION
FOR FEDERAL ASSISTANCE WITH RESPECT TO CHICAGO
MIDWAY AIRPORT 1985 DEVELOPMENT PROGRAM.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on June 26, 1985) to authorize the Commissioner of Aviation to execute and submit to the Federal Aviation Administration an application for federal assistance with respect to the Chicago Midway Airport 1985 Development Program (F.A.A. Grant No. 3-17-0025-05-06), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation, on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval

by the Mayor and as to form and legality by the Corporation Counsel, an Application for Federal Assistance, said Application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in the making of said Application, to commit a local contribution for the project that is the subject thereof, an amount approximating Four Hundred and Fifty-five Thousand Five Hundred Forty and no/100 Dollars (\$455,540.00).

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

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

[Application for Federal Assistance printed on pages
30578 through 30616 of this Journal.]

AUTHORITY GRANTED FOR AMENDMENT OF GRANT AGREEMENT
WITH FEDERAL AVIATION ADMINISTRATION FOR
REHABILITATION PROJECT AT CHICAGO-
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 17, 1985) to authorize the execution of a grant agreement amendment between the City of Chicago and the Federal Aviation Administration for a rehabilitation project at Chicago-O'Hare International Airport (Grant No. 6-17-002-15), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

(Continued on page 30617)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF ACTION ☐ PREAPPLICATION ☒ APPLICATION (Mark appropriate box)	☐ NOTIFICATION OF INTENT (CPL) ☐ REPORT OF FEDERAL ACTION	DATE Year month day 19 85 03 25	DATE Year month day ASSIGNED 19	
4. LEGAL APPLICANT/RECIPIENT		5. FEDERAL EMPLOYER IDENTIFICATION NO. 36-600-5820		
a. Applicant Name : City of Chicago b. Organization Unit : Department of Aviation c. Street/P.O. Box : Room 1111 - City Hall d. City : Chicago e. State : Illinois f. Contact Person (Name & telephone No.) : Thomas Kapsalis, (312) 744-6886		c. PTO-GRAM (From Federal Catalog) a. NUMBER 2 0 • 1 0 2 b. TITLE		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT FAR Part 150 Airport Noise Compatibility Planning Study For Chicago Midway Airport		8. TYPE OF APPLICANT/RECIPIENT A-State B-Interstate C-Substate D-District E-County F-City G-School District H-Special Purpose District I-Community Action Agency J-Higher Educational Institution K-Indian Tribe L-Other (Specify): Enter appropriate letter ☐ C		
10. AREA OF PROJECT IMPACT (Name of cities, counties, States, etc.) Chicago SMSA		11. ESTIMATED NUMBER OF PERSONS BENEFITING 50,000,000		
13. PROPOSED FUNDING		12. TYPE OF APPLICATION A-New B-Revision C-Augmentation D-Continuation Enter appropriate letter ☐ A		
a. FEDERAL \$ 360,000 .00 b. APPLICANT 45,000 .00 c. STATE 45,000 .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ 450,000 .00		14. CONGRESSIONAL DISTRICTS OF: City a. APPLICANT b. PROJECT 16. PROJECT START DATE Year month day 19 85 7 1 17. PROJECT DURATION 24 Months 12. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY 19 85 3 25		
15. TYPE OF CHANGE (For 100 or 100) A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter(s) ☐		19. EXISTING FEDERAL IDENTIFICATION NUMBER		
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code) FAA, Chicago ADO, 2300 E. Devon Ave., Des Plaines, ILL. 60018		21. REMARKS ADDED ☐ Yes ☐ No		
22. THE APPLICANT CERTIFIES THAT: a. To the best of my knowledge and belief, data in this preapplication/application are true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached memoranda if the application is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to it, to appropriate clearinghouses and all responses are attached: sponsor (1) State Clearinghouse (2) NIPC (3)		c. DATE SIGNED Year month day 19		
23. CERTIFYING REPRESENTATIVE Thomas Kapsalis Commissioner of Aviation		24. AGENCY NAME		
25. ORGANIZATIONAL UNIT		26. ADMINISTRATIVE OFFICE		
27. ADDRESS		28. FEDERAL APPLICATION IDENTIFICATION		
29. ACTION TAKEN: ☐ a. AWARDED ☐ b. REJECTED ☐ c. RETURNED FOR AMENDMENT ☐ d. DEFERRED ☐ e. WITHDRAWN		30. FEDERAL GRANT IDENTIFICATION		
31. FUNDING a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		32. ACTION DATE 19 33. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number) 34. STARTING DATE 19 35. ENDING DATE 19 36. REMARKS ADDED ☐ Yes ☐ No		
37. FEDERAL AGENCY A-95 ACTION a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made. b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)				

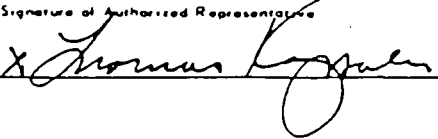
6/6/86

REPORTS OF COMMITTEES

30579

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 3045-0047

APPLICATION FOR FEDERAL ASSISTANCE (NONCONSTRUCTION PROGRAMS) PART I		1. State Clearinghouse Identifier	
		2. Applicant's Application No.	
3. Federal Grantor Agency Federal Aviation Administration Organizational Unit Airports District Office Administrative Office 2300 E. Devon Avenue Street Address - P.O. Box Des Plaines Illinois 60018 City State Zip Code		4. Applicant Name City of Chicago - Department of Aviation Department Division City Hall - Room 1111 Street Address - P.O. Box Chicago Cook City County Illinois 60602 State Zip Code	
5. Descriptive Name of the Project			
6. Federal Catalog No.		7. Federal Funding Requested \$ 360,000	
8. Grantee Type ____ State, ____ County, ☒ City, ____ Other (Specify)			
9. Type of Application or Request ☒ New Grant, ____ Continuation, ____ Supplement, ____ Other Changes (Specify)			
10. Type of Assistance ☒ Grant, ____ Loan, ____ Other (Specify)			
11. Population Directly Benefiting from the Project 50,000,000		13. Length of Project 24 months	
12. Congressional District a. City b.		14. Beginning Date 7-1-85	
		15. Date of Application 3-27-85	
16. The applicant certifies that to the best of his knowledge and belief the data in this application are true and correct, and that he will comply with the attached assurances if he receives the grant.			
Typed name Thomas Kapsalis		Title Commissioner of Aviation	
Signature of Authorized Representative 		Telephone Number AREA CODE NUMBER EXT 312 744-6886	
For Federal Use Only			

PART II

OMB NO. 80-RQ-196

PROJECT APPROVAL INFORMATION

Item 1.

Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No

Name of Governing Body _____
Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No

Name of Agency or Board _____
(Attach Documentation)

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☒ Yes ☐ No

(Attach Comments)

Item 4.

Does this assistance request require State, local, regional or other planning approval? ☐ Yes ☒ No

Name of Approving Agency _____
Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan? ☒ Yes ☐ No

Check one: State ☐
Local ☒
Regional ☐
Location of Plan City Hall - Room 1111

Item 6.

Will the assistance requested serve a Federal installation? ☐ Yes ☒ No

Name of Federal Installation _____
Federal Population benefiting from Project _____

Item 7.

Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No

Name of Federal Installation _____
Location of Federal Land _____
Percent of Project _____

Item 8.

Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No

See instructions for additional information to be provided.

Item 9.

Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No

Number of:
Individuals _____
Families _____
Businesses _____
Farms _____

Item 10.

Is there other related assistance on this project previous, pending, or anticipated? ☐ Yes ☒ No

See instructions for additional information to be provided.

6/6/86

REPORTS OF COMMITTEES

30581

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-40146

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. FAR Part 150	20.102	\$	\$	\$ 360,000	\$ 90,000	\$ 450,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 360,000	\$ 90,000	\$ 450,000

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	- Grant Program, Function or Activity				Total (5)
	(1) FAR 150	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	360,000				
g. Construction					
h. Other					
i. Total Direct Charges	360,000				
j. Indirect Charges	90,000				
k. TOTALS	\$ 450,000	\$	\$	\$	\$
l. Program Income	\$	\$	\$	\$	\$

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 40-101-86

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8 FAR Part 150	\$ 45,000	\$ 45,000	\$	\$ 90,000
9				
10				
11				
12 TOTALS	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	\$ 88,800	\$	\$	\$ 8,800	\$ 80,000
14 Non-Federal	22,200			2,200	20,000
15 TOTAL	\$ 111,000	\$	\$	\$ 11,000	\$ 100,000

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16 FAR Part 150	\$ 175,200	\$ 96,000	\$	\$
17				
18				
19				
20 TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges:

22 Indirect Charges:

23 Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

IV. PROGRAM NARRATIVE

Attached is the work program for the Midway Airport FAR Part 150 Airport Noise Compatibility Planning Study. Also included are Tables 1 and 2 which identify work program summary costs, labor costs, and labor hours.

TABLE 1
CHICAGO MIDWAY AIRPORT

COST SUMMARY
FAR PART 150
AIRPORT NOISE COMPATIBILITY PLANNING STUDY
FOR CHICAGO MIDWAY AIRPORT

<u>Consultant</u>	<u>Costs</u>
Labor	\$360,000
Expenses	<u>90,000</u>
TOTAL COST	\$450,000

TABLE 2
CHICAGO MIDWAY AIRPORT

LABOR ESTIMATES
FAR PART 150
AIRPORT NOISE COMPATIBILITY PLANNING STUDY
FOR CHICAGO MIDWAY AIRPORT

<u>FAR Part 150 Study Tasks</u>	<u>Labor Hours</u>	<u>Labor Cost</u>
1. Establish Study Participants	120	\$ 10,000
2. Refine Study Work Program	330	23,000
3. Determine Existing and Future Aviation Needs and Resulting Noise Impacts	740	42,000
4. Define Impact Study Area	660	36,000
5. Identify, Evaluate, and Select Airport Noise Control Alternatives	900	57,000
6. Identify, Evaluate, and Select Land Use Control Alternatives	810	102,000
7. Develop Implementation Program	620	40,000
8. Public Information Meetings	<u>700</u>	<u>50,000</u>
Sub-Totals	4,880	\$360,000
<u>Expenses</u>		<u>90,000</u>
<u>GRAND TOTAL</u>		\$450,000

CITY OF CHICAGO
DEPARTMENT OF AVIATION

FEDERAL AVIATION REGULATION (FAR) PART 150
AIRPORT NOISE COMPATIBILITY PLANNING STUDY
WORK PROGRAM

CHICAGO MIDWAY AIRPORT
CHICAGO, ILLINOIS

I. INTRODUCTION

The purpose of undertaking a Part 150 Noise Control and Compatibility Planning Study is to develop a program and plan to mitigate the impact of aircraft noise on residences in the vicinity of Chicago Midway Airport. The Part 150 Study for Midway Airport has been designed as a joint effort between the City of Chicago Departments of Aviation and Planning, the State of Illinois, the Federal Aviation Administration, airport users and adjoining communities to deal with existing and forecast noise issues. The Part 150 Study will explore methods available to the City of Chicago, as airport operator, to reduce noise exposure, as well as steps the local jurisdictions can take to achieve land use compatibility.

The City of Chicago completed a Master Plan Study for Midway Airport in 1984. The Master Plan outlines a development program for the airport to be completed in 1996 which will include:

- . Navigational aid improvements
- . Runway relocation and taxiway development
- . Access impact and parking expansion
- . Passenger terminal reconstruction
- . Relocation of Cicero Avenue
- . General aviation/corporate hangar development

This development program is intended to revitalize an under-used, deteriorating facility. When completed, the airport will have been modernized which will enable it to serve as a reliever airport to O'Hare.

As is outlined in the Midway Master Plan, approximately 35,000 people were exposed to aircraft noise in 1979. By 1995, aircraft noise exposure is forecast to impact approximately 100,000 people. Therefore, the Part 150 Study will attempt to reduce the growing number of people exposed to aircraft noise levels. The Part 150 Study will investigate realistic and practical noise control solutions equitable to airport and non-airport interests.

This work program provides a description of the work to be completed in the Federal Aviation Regulation (FAR) Part 150 Airport Noise Compatibility Study for Chicago Midway Airport. The goals of a Part 150 Study at Midway Airport are to reduce existing noncompatible land uses around the airport and to prevent the introduction of additional noncompatible land uses through the cooperative efforts of Federal, state and local study participants. This planning process will result in the completion of Airport Noise Exposure Maps and an Airport Noise Compatibility Program for Midway Airport. These two products are submitted to the FAA Regional Director for review and approval.

II. WORK PROGRAM ELEMENTS

The components of this work program follow the guidelines specified in Federal Aviation Administration (FAA) Advisory Circular 150/5020-1, "Noise Control and Compatibility Planning for Airports." The Part 150 Study for Chicago Midway Airport will consist of eight major tasks. These work tasks are as follows:

- . Task 1: Establish Study Participants
- . Task 2: Refine Study Work Program
- . Task 3: Determine Existing and Future Aviation Needs and Resulting Noise Impacts
- . Task 4: Define Impact Study Area
- . Task 5: Identify, Evaluate, and Select Airport Noise Control Alternatives
- . Task 6: Identify, Evaluate, and Select Land Use Control Alternatives
- . Task 7: Develop Implementation Program
- . Task 8: Public Information Meetings

In the sections which follow, a more detailed description of each of the eight work tasks is provided.

(1) Task 1: Establish Study Participants

The conduct of an Airport Noise Control and Compatibility Planning Study under FAR Part 150 requires that the proprietor of Midway Airport (the City of Chicago) incorporate views, information, and comments from local authorities, aviation groups, and local citizens into the development of a noise exposure map, the identification of non-compatible land uses, and the discussion of noise impact reduction methods. The purpose of Task 1 is to establish two public advisory groups for the Midway Airport Part 150 Study to assist in obtaining community impact: a Midway Study Group (MSG) and a Technical Coordinating Committee (TCC). In addition, general public information meetings will be conducted as a part of Task 8. The following two tasks identify possible participants in both groups and the specific purpose of each group.

1. Task 1.1 - Create a Midway Study Group (MSG)

The Midway Study Group will serve as a "sounding board" for reviewing, critiquing and commenting on the findings and recommendations of the study as it progresses. Specifically, the purpose of the Midway Study Group will be to formulate detailed Study goals and objectives, select preferred airport noise control and land use control actions, and assist in the development of an implementation and periodic review plan. A preliminary schedule of MSG meetings and discussion topics appears in Task 8. Task 1.1 will culminate with a list of individuals who have committed to participation in the Midway Study Group activities.

The City of Chicago, Department of Aviation will invite representatives from numerous public, community, and aviation groups to participate in the Midway Study Group. This Study Group will be organized to include representatives from the following public and private groups and organizations:

- . City of Chicago - Department of Aviation
- . City of Chicago - Department of Planning
- . Illinois Department of Transportation - Aeronautics Division
- . Federal Aviation Administration - Great Lakes Regional Planning Office, and Airport District Office

- . Midway Airport Tenants Association
- . Garfield Ridge Civic League
- . Northeastern Illinois Planning Commission
- . Southwest Community Congress
- . Offices of Elected Local and State Politicians
- . O'Hare Advisory Committee

The Committee will be structured to include aviation and non-aviation representation, to assist the City of Chicago in focusing the study on the specific needs of the area.

2. Task 1.2 - Create A Technical Coordinating Committee

The Technical Coordinating Committee will serve as the focal point for technical input and evaluation during preparation of the plan. The purpose of the Technical Coordinating Committee (TCC) will be to develop a specific Study work program, validate information as it relates to noise and land use characteristics, quantitatively evaluate airport noise control and land use control alternatives, and to develop an implementation and periodic review plan. A preliminary schedule of TCC meetings and discussion topics appear in Task 8. The task will culminate with a list of individuals who have committed to participation in the Technical Coordinating Committee activities.

The Department of Aviation will invite technical representatives from several groups for inclusion in the Technical Coordinating Committee. This group will be organized to include representatives from the following public and private groups and organizations:

- . City of Chicago - Department of Aviation
- . City of Chicago - Department of Planning
- . Illinois Department of Transportation - Aeronautics Division
- . Federal Aviation Administration
 - Great Lakes Regional Planning Office
 - Airspace, Procedures and Automation Branch
- . Midway Tenants Association
- . Zoning/Planning Staff from Impacted Communities

In addition to serving as a technical advisory, representatives will be expected to provide two key functions for this study. First, representatives will be responsible for providing data input to the study. Secondly, representatives will assist in promoting study recommendations.

2. TASK 2: REFINE STUDY WORK PROGRAM

The purpose of Task 2 is to develop a set of Study goals and objectives which will be consistent with all Federal guidelines, will address relevant airport/community concerns, and will result in the approval and implementation of a feasible noise compatibility plan. Once representatives from public, community, and aviation groups have been organized into the Midway Study Group and the Technical Coordinating Committee, the participants in these two groups will begin to establish goals, objectives, and finalize a specific work program for the Part 150 Study.

(1) Task 2.1 - Develop Overall Goals and Objectives

The level of success attained in any planning effort is largely dependent on the early formulation of goals and objectives which are mutually acceptable to all Study participants. Therefore, the purpose of this task is to develop a set of goals and objectives for use in focusing the Study group efforts. Additionally, a set of goals and objectives will provide the basic criteria against which all alternative courses of action can later be evaluated.

The Midway Study Group (MSG) will be responsible for reaching a consensus on specific goals and objectives for the Study. This task will be accomplished in the initial meetings of the MSG. Although the basic goal of the study will be to develop an airport noise and compatibility plan, it is necessary to outline specific goals and objectives to attain this basic goal. The goals and objectives will provide a framework for developing the final plan of this study. Examples of possible goals and objectives, which may or may not be acceptable to actual MSG representatives, include the following:

Goal 1: Define compatibility in the context of all impacted jurisdictions in the Midway Airport area.

- Objective 1: Review land use compatibility charts as shown in FAA Advisory Circular 150/5020-1.
- Objective 2: Determine acceptable and permissible land uses within areas of aircraft noise impact.

Goal 2: Maintain the safe and efficient operation of Midway Airport.

- Objective 1: Reach consensus on the meaning of safety and efficiency in terms of airport operations.
- Objective 2: Insure that safety is not compromised when considering noise abatement operational changes.
- Objective 3: Maintain air service levels necessary to preserve and promote the economic development of the Midway Airport area.

Goal 3: Encourage the development of compatible land uses, within areas of aircraft noise impact.

- Objective 1: Discourage residential development within noise impacted areas, unless proper acoustical sound-proofing techniques are incorporated in the development structures.
- Objective 2: Encourage noise compatible land uses in noise impacted areas.

Goal 4: Insure comprehensive and areawide evaluation of all development that has impacts beyond a single municipality.

- Objective 1: Create a noise control plan in which all participating communities share an equal responsibility for implementation.

Goal 5: Facilitate maximum economic growth and development for the areas of land best suited for development.

- Objective 1: Achieve a balanced and fiscally sound development pattern which places priority on promoting the viability of the existing urbanized area, including the maintenance of the investment in the existing urban systems, and on meeting the special needs of declining communities.
- Objective 2: Promote new job opportunities through new industry formation and expansion of existing industry.

The listing of these goals and objectives is not to be construed as advocating their acceptance by the Midway Study Group; they are intended for use as examples only. The end product of this task will be a list of Study goals and objectives which are mutually acceptable to all MSG participants, meet federal guidelines and address relevant public concerns.

(2) Task 2.2 - Develop Specific Work Program

Once goals and objectives have been prepared by the Midway Study Group, the Technical Coordinating Committee (TCC) will refine the program of work to be accomplished during the course of the Study. The initial work program will be refined by the TCC to insure that the study is tailored to meet the goals and objectives established by the Midway Study Group. Places where individuals of the TCC will be responsible for providing data to the study will be noted, as well as the establishment of general meeting dates. The product of the TCC effort will be a document which states each work task and participant that is needed to accomplish the goals and objectives established by the MSG.

The major work that will be incorporated into the specific work program are discussed in Tasks 3 through 8. The TCC participants may delete or add specific sub-tasks or portions of tasks to those listed in Tasks 3 through 8.

3. TASK 3: DETERMINE EXISTING AND FUTURE AVIATION NEEDS AND RESULTING NOISE IMPACTS

The purpose of Task 3 is to determine existing and forecast noise impacts from Midway Airport aircraft arrivals and departures. The determination of these impacts is crucial to later tasks in which different noise abatement alternatives are evaluated. The following three sub-tasks identify the information to be generated or collected, its meaning, and the purpose of its inclusion in the Study.

(1) Task 3.1 - Data Collection

Prior to initiating the review of existing and future aviation needs, it will be necessary to review existing Master Plan documentation for timeliness. In addition, information regarding the operational characteristics of the airport and the interaction of the airspace between O'Hare, Midway and other regional airports must be investigated.

In addition to airport operational information, data concerning pertinent economic characteristics will be collected. Economic data will include employment, payroll and expenditures for material and service. Economic data from the Master Plan will be refined and updated as necessary. Population and housing characteristics will be collected from the City of Chicago and Northeastern Illinois Planning Commission.

All data will be collected through interviews with FAA, tenant, City or regional agency personnel.

(2) Task 3.2 - Determine Aviation Forecasts

The Master Plan Study for Midway includes a forecast of demand for the years 1985 and 1995. Table 1 shows the existing and forecast activity levels used in the Master Plan. The annual and peak month/average day forecasts used in the Master Plan were developed in 1978, prior to deregulation and the introduction of service by Midway Airlines. Therefore, it will be necessary to update the 1995 forecast. The year 1985 will serve as the base year. In addition, a forecast will be prepared for 1990 to reflect the 5th calendar year from the base year.

The forecasts for 1990 and 1995 will be prepared to show:

- . Annual operations by user category
- . Annual enplanements by user category
- . Peak month/average day operations

The peak month/average day operations forecast will be translated into schedule format similar to the forecast used by the Official Airline Guide (OAG) for all operations. The schedule format will include time, user type, aircraft type and origination/destination. The forecasts for operations and enplanements will consider all reasonable factors which are currently expected to affect aviation demand in the nation and in the Greater Chicago Metropolitan Area.

Annual	Actual				Forecast			
	1979		1981		1985		1995	
	Operations	Enplanements	Operations	Enplanements	Operations	Enplanements	Operations	Enplanements
Domestic Scheduled Certificated Air Carrier	3,360	92,961	19,749	886,609	42,600	1,147,700	48,800	1,576,300
Domestic Non-Scheduled								
- U.S. Certificated	0	0	0	0	200	8,500	300	15,800
- U.S. Supplemental	-1/	-1/	-1/	-1/	0	0	0	0
International	0	0	0	0	0	0	0	0
Commuter	0	0	0	0	3,200	18,900	3,700	29,900
Air Taxi	-3/	-3/	-3/	-3/	1,900	2,800	2,600	4,000
All Cargo Carriers	0	0	0	0	0	0	0	0
Military	3,100	0	242	0	8,900	0	8,900	0
Other General Aviation	183,240	-1/	172,878	-1/	181,600	-2/	248,600	-2/
Total	189,700	92,961	192,869	886,609	238,400	1,177,900	312,900	1,626,000

Chicago Midway Airport
FUTURE PEAK MONTH/
AVERAGE DAY
AIRCRAFT OPERATIONS

1/ No published figures available.

2/ Not applicable.

3/ Included as part of other general aviation.

Source: City of Chicago, Department of Aviation Management Records.

Upon the completion of the demand forecast update, it will be necessary to present the revised forecasts to the study groups and public for review and comment.

(3) Task 3.3 - Determine Existing (1985) Noise Levels/Exposure

The purpose of determining the existing noise levels/exposure around Midway Airport is to establish a baseline situation against which the effectiveness of all noise abatement alternatives can later be judged. Without a knowledge of the baseline situation, the degree of abatement success can not be evaluated effectively.

A determination of the existing (1985) noise level/exposure in the Midway Airport environment will be made through two separate means: noise monitoring at selected locations around the Midway Airport area and a computer-based aircraft noise contours. The following sub-tasks describe these noise measurement and sensitivity determination tools and how they will be employed in this Study.

1. Task 3.3.1 - Review of Historic Noise Complaints

This sub-task will involve preparation of a graphic and narrative presentation of the locations of aircraft noise complaints recorded by the City of Chicago Department of Aviation for Midway Airport. These data will be used to determine activities disturbed, the types of operations which are more annoying and the locations where individuals report sensitivity. Summaries of noise complaints will be reviewed by the Midway Study Group and Technical Coordinating Committee prior to public distribution.

2. Task 3.3.2 - Conduct Noise Monitoring

Noise monitoring equipment will be used to measure actual noise levels at selected locations in the Midway Area. Noise will be monitored at each of 26 locations for either a 24-hour or 3-hour period of time. Of the 26 total locations, 10 locations will be monitored for a continuous period of 24 hours and 16 locations will be monitored for durations of 3 hours or less.

The TCC will compile a list of suggested locations to receive monitoring for 24-hour and 3-hour or less durations. Upon completion, this list will be forwarded to the MSG for their review and final selection of monitoring sites. Only public use locations (e.g., schools, libraries, hospitals) will be eligible for monitoring selection; monitoring will not occur at private use locations.

All monitoring activities will be conducted by personnel under the direction of the City of Chicago, Department of Aviation. The 24-hour and 3-hour duration monitoring sites will be monitored using Class A noise measurement instruments or equipment approved for use by the Department of Aviation.

The outcome of this monitoring activity will be a summary list which describes each monitoring location, the date of monitoring, weather conditions, the duration of monitoring, and the cumulative sound levels recorded in either equivalent sound levels (Leq) or day-night average sound levels (Ldn) and type of predominant activity causing the sound level. In addition, the sound level statistics of L_1 , L_{10} , L_{50} , L_{90} and L_{99} will be provided for each location.

The day-night average sound level (Ldn) will be used to measure the cumulative sound level for those locations monitored for 24 continuous hours. The Ldn is a noise rating developed by the U.S. Environmental Protection Agency for specification of community noise. The Ldn is similar to a 24-hour equivalent sound level except that during the nighttime period, which extends from 10:00 p.m. to 7:00 a.m., a 10 decibel penalty is added to the sound level. This nighttime penalty is added to account for the increased sensitivity to nighttime sounds.

3. Task 3.3.3 - Prepare Existing Noise Exposure Map

The second method to be used for determining the existing noise level/exposure in the Midway Airport environment is the use of the Federal Aviation Administration's Integrated Noise Model (INM) Version 3.8. The INM is a computer-based model that quantifies the level of aircraft noise at or around an airport. The INM represents a planning tool and is not intended to be viewed as representing absolute levels or strict demarcations of aircraft noise exposure.

The following data for the existing case will be collected for use in generating INM noise contours:

- . Runway lengths, alignments and thresholds
- . Approach and departure flight tracks
- . Aircraft activity levels, fleet mix and operational data
- . Aircraft approach and departure profiles

For aviation noise analysis, the Federal Aviation Administration has determined that aircraft noise exposure is reported in terms of annual average day-night average sound level (Ldn). Therefore, the result of the use of the INM for the existing and all future cases will be a map which depicts the continuous annual average Ldn noise contours for levels of 65 Ldn, 70 Ldn and 75 Ldn. These contours will then be superimposed on a map of the airport and its environs (at a scale not less than 1 inch to 8,000 feet) and will highlight existing airport boundaries, runway alignments, and flight tracks. This existing noise exposure map will also identify all land uses within the 65 Ldn or greater noise contour.

Accompanying the existing noise exposure map will be an estimate of the total number of people and housing units which are exposed to the existing levels of 65 Ldn or greater. Population data collected from the U.S. Census Bureau or the Northeastern Illinois Planning Commission will be utilized in this estimate. The purpose for this population and housing unit impact estimates for comparison with noise abatement alternative estimates to determine the impact of the alternative.

4. Task 3.3.4 - Compare Results of Monitoring and Existing Noise Contour

The purpose of a comparison between the monitoring and modeling, which were used to measure the existing noise level/exposure is to determine the degree of similarity and identify the strengths and weakness of each method. This TCC will perform this quantitative and qualitative comparison upon completion of Tasks 3.3.1 through 3.3.3.

Since the unit of noise measurement for the INM-generated noise contour is the Ldn, the 10 locations which were monitored for 24 hours continuously can be compared to the Ldn contours. This comparison is not intended to be a noise contour validation. However, it is intended to provide a general comparison of the results of both measurements. In addition, the Leq results can be compared to the contour, yet the comparison must note the adequacy of the comparison. A written summary of this monitoring/noise contour comparison will be prepared and presented to the Midway Study Group.

(4) Task 3.4 - Prepare Future Noise Exposure Maps

The purpose for preparing future noise exposure maps is to quantitatively compare future noise impact with the existing noise impact and to determine the benefits of future noise abatement alternatives. All noise exposure maps will be used in Tasks 5 and 6 for comparison of airport operational or land use alternatives.

The INM, Version 3.8, will be used to depict the average annual contours, for levels of 65 Ldn, 70 Ldn and 75 Ldn, which are forecast to result from aircraft operations at Midway airport in 1990 and 1995. The forecast level of 1990 and 1995 aircraft operations will be used by the INM as prepared in Task 3.2. The remaining input to the computer model INM is identified in Task 3.3.3. This information will be updated to reflect any anticipated future changes in airport conditions as a result of completion of the Master Plan.

Once the 1990 and 1995 noise exposure contours are generated, they will be superimposed over an appropriately scaled map of the Midway Airport environs which depicts future airport boundaries, runway locations, flight tracks and land uses within the 65 Ldn or greater noise contour.

Accompanying the future noise exposure maps will be an estimate of the total number of people and housing units which are forecast to be impacted by 1990 and 1995 noise levels of 65 Ldn or greater. Applicable population forecasts from the Northeastern Illinois Planning Commission will be utilized in these estimates. The purpose of these population and housing unit estimates are to compare with noise abatement alternative estimates in order to determine the benefit of the abatement alternative. It is expected that a reduction in noise impacted population and housing units will form two criteria by which all alternatives for noise abatement will be judged.

4. TASK 4: DEFINE IMPACT STUDY AREA

Subsequent to the completion of the existing (1985) and future (1990 and 1995) noise exposure maps for Midway Airport, a detailed data base of specific noise impacted areas will be created. While Task 3 focuses on establishing baseline and future airport-related noise levels, Task 4 will focus on the identification of those land uses impacted by airport noise.

(1) Task 4.1 - Inventory of Existing Land Use and Develop Detailed Land Use Maps

In order to determine the amount of compatible and incompatible land use around Midway Airport, a detailed land use map of all areas within four miles of the airport boundaries will be prepared. This land use map will be color coded and will highlight the following six land use categories:

- . Residential
- . Parks/Open Space/Undeveloped Land
- . Transportation
- . Commercial
- . Institutional
- . Industrial

The land use map will also highlight the locations of any noise sensitive public-use facilities (e.g., schools, hospitals, libraries, etc.) within the four-mile perimeter of Midway Airport. The Land Use map will be developed at a scale compatible with the noise contour maps.

The existing land use map, shown in Exhibit 1, was compiled from information shown in the Chicago Land Use Atlas, published 1970. Due to known land use changes in the Midway Airport area since the publication of this 1970 document, an update of Exhibit 1 will be completed in conjunction with the City of Chicago - Department of Planning. Walking surveys, car windshield surveys, and recent aerial photographs will be used to update the land use map. Technical Coordinating Committee participants will be responsible for verifying the accuracy of land use map designations within their respective communities.

An inventory will be conducted of current state, regional and local planning activities which will affect the use of land in areas impacted by aircraft noise. This will include a review of current large-scale development proposals, development policies, land use and comprehensive controls.

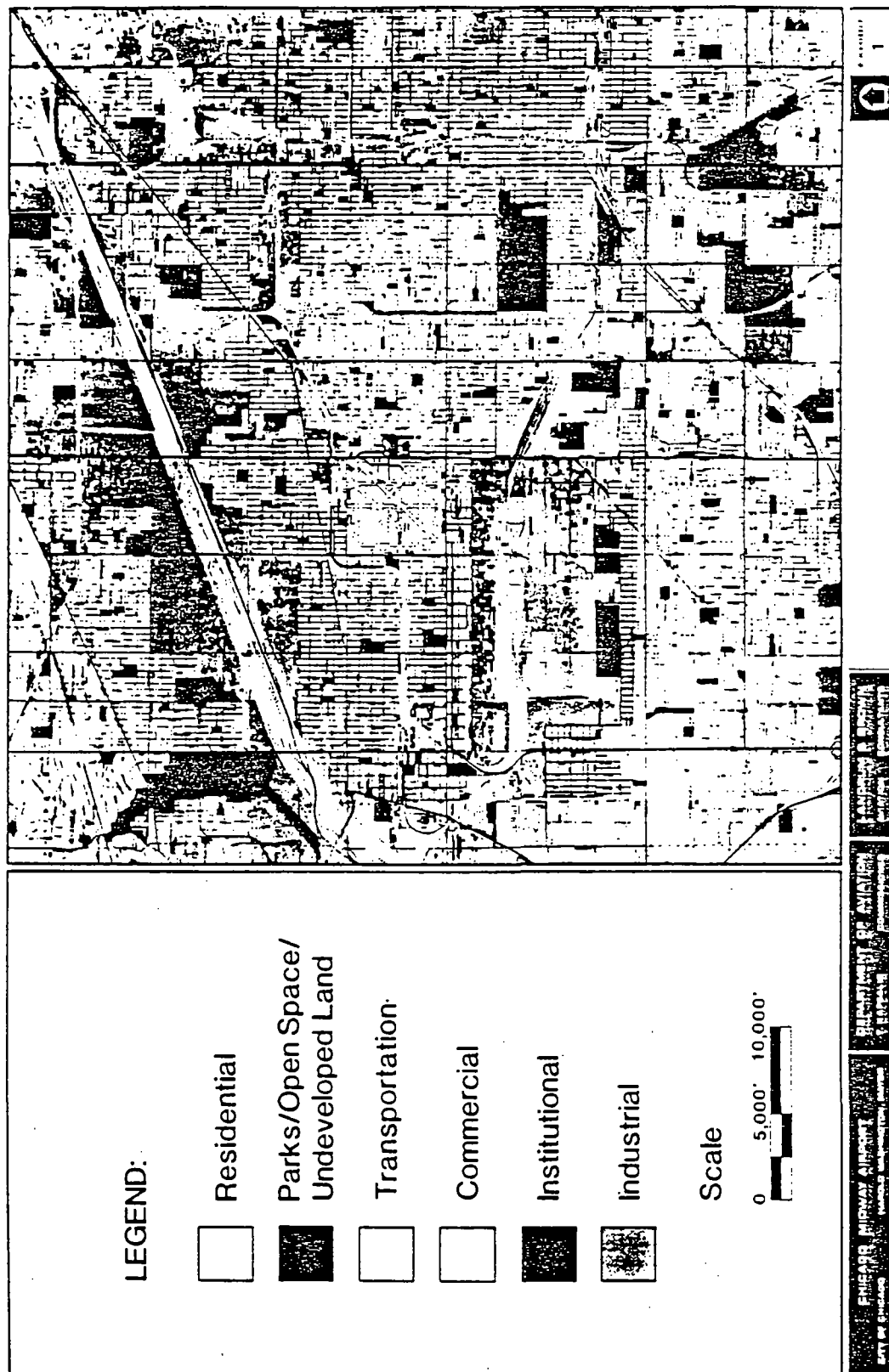
In addition to the Land Use Map, a zoning map of the study area will be prepared. The zoning map will identify land uses zoned as:

- . Residential - Single and multi-family
- . Commercial
- . Industrial
- . Institutional
- . Publicly-owned land

Each of these zoning categories will be color coded in order to differentiate the zone.

(2) Task 4.2 - Identify Intensive and General Study Areas

The existing (1985) noise exposure contours will be superimposed on the existing land use and zoning maps. Land use areas located within the 75 Ldn or greater noise contour will be designated as an Intensive Study



Area. Land use areas located within the 65 Ldn to 75 Ldn noise contour will be designated as a General Study Area. The purpose of these designations will be to match noise abatement/land use planning efforts by the Technical Coordinating Committee with the level of noise impact. Also included in this task will be the creation of an exhibit which identifies each land use planning agency and its jurisdiction within the existing 65 Ldn or greater noise contour.

5. TASK 5: IDENTIFY, EVALUATE, AND SELECT AIRPORT NOISE CONTROL ALTERNATIVES

A wide range of airport/operational noise control activities are available to minimize the impact of aircraft noise. Task 5 will include an investigation of the range of actions, other airports where they are used and their impact at Midway Airport. Those strategies which are found applicable for use at Midway Airport will be evaluated in detail. The Midway Study Group will select a preferred set of alternatives or groups of actions which are recommended for implementation. Once the preferential operational alternative(s) is identified, land use controls will be investigated to further minimize noise exposure.

(1) Task 5.1 - Examine Potential Airport Noise Control Actions

The purpose of Task 5.1 is to compile a list of airport and aircraft operational noise control actions that could be used for noise abatement purposes at Midway Airport. Table 2 shows the recommended range of noise control actions. Categories of airport noise control actions to be reviewed during this task include:

- . Airport Plan Actions
- . Airport and Airspace Use Actions
- . Aircraft Operations Actions
- . Noise Management Actions

The Technical Coordinating Committee will develop a list of these actions. In addition to the general categories of actions shown, specific actions such as designating runway 4R/22L as the preferred arrival/departure runway or the identification of specific preferential flight tracks will be explored.

Each noise control strategy suggested by the Midway Study Group and Technical Coordinating Committee will be given consideration.

(2) Task 5.2 - Analyze and Select Preferred Actions

Each of the airport and aircraft operational noise control actions proposed in Task 5.1 will be investigated. Each of these strategies will be assessed qualitatively and quantitatively, when possible, according to the following factors:

- . Aeronautical Factors
 - Safety
 - Delay/capacity
- . Environmental
 - Noise impact
 - Economic consideration
 - Energy consumption
- . Political, Legal and Administrative Consideration
 - Authority to implement
 - Legal ramifications

Each of the factors will consider costs and benefits to both airport and community interests.

By applying a consistent set of criteria to each action, those actions which are most feasible and prudent will be identified. In addition, actions which conflict with the Study's goals and objectives will be highlighted. The Technical Coordinating Committee will review each action and determine the reasonableness of the preferred actions reviewed by the Midway Study Group.

(3) Task 5.3 - Formulate and Evaluate Airport Operational Noise Control Alternatives

Once the preferred airport noise control actions have been selected in Task 5.2, the Technical Coordinating Committee will suggest various methods of grouping these actions into alternatives. Alternatives, or

combinations of complementary actions, will be formulated since it is unlikely that any single action will be capable of totally solving noise problems without have objectionable impacts of its own. It is expected that the TCC will formulate no more than a total of twelve (12) alternatives for the existing and future noise impact scenarios.

Each airport operational alternative will be further evaluated on the basis of the estimated total number of persons, housing units, and public-use facilities impacted by a noise level of 65 Ldn or greater. This quantitative estimate will be determined through the use of the INM-Version 3.8 and the land use map completed in Task 4.1.

The resulting product of this task will be a matrix which identifies the actions which compose each alternative, the year in which the alternative applies, and land uses which are or will be impacted by a noise level of 65 Ldn or greater. This matrix will be presented to the Midway Study Group.

(4) Task 5.4 - Select Recommended Alternative(s)

The results of the detailed alternative analysis contained in the matrix prepared in Task 5.3 will be reviewed by the Midway Study Group. This group will then select the preferred alternative(s) which best match the goals and objectives of the study. The selected alternative(s) will form the basis for recommending changes in airport/operational procedures and will be included in the Noise Control and Compatibility Plan.

6. TASK 6: IDENTIFY, EVALUATE, AND SELECT LAND USE CONTROL ALTERNATIVES

The identification, evaluation, and selection of land use control actions for use in the vicinity of Midway Airport will be conducted in Task 6. Completion of Task 5 will result in the selection of the preferred means to reduce noise through changing airport operational characteristics. Noise impacts can be reduced further through the selection of preferential land use controls. The work to be completed by the following four sub-tasks will result in the selection of land use control alternatives which reduce noise exposure consistent with the goals and objectives of the Study.

MATRIX OF NOISE CONTROL ACTIONS

CONSIDER THESE ACTIONS ▼		IF YOU HAVE THIS PROBLEM ➤						
			NOISE FROM TAXING	DEPARTURE	APPROACH	LANDING ROLL	TRAINING FLIGHTS	MAINTENANCE
AIRPORT PLAN	Changes in Runway, Location, Length or Strength	1	•	•	•	•	•	•
	Displaced Thresholds	2			•		•	
	High-Speed Exit Taximways	3	•			•		
	Relocated Terminals	4	•					•
	Isolating Maintenance Runways or Use of Taxi Stand Noise Suppressors and Barriers	5	•					•
AIRPORT AND AIRSPACE USE	Preferential or Rotational Runway Use *	6	•	•	•	•	•	
	Preferential Flight Track Use or Modification to Approach and Departure Procedures	7		•	•		•	
	Restrictions on Ground Movement of Aircraft	8	•					
	Restrictions on Engine Runups or Use of Ground Equipment	9						•
	Limitations on Number or Types of Operations or Types of Aircraft	10	•	•	•	•	•	•
	Use Restrictions Rescheduling Move Flights to Another Airport	11	•	•	•	•	•	•
	Raise Glide Slope Angle or Intercept *	12			•		•	
AIRCRAFT OPERATION	Power and Flap Management *	13		•	•		•	
	Limited Use of Reverse Thrust *	14				•		
LAND USE	Land or Easement Acquisition	15	•	•	•	•	•	•
	Joint Development of Airport Property	16	•	•	•	•	•	•
	Compatible Use Zoning	17	•	•	•	•	•	•
	Building Code Provisions and Sound Insulation of Buildings	18	•	•	•	•	•	•
	Real Property Noise Notices	19		•	•	•	•	•
	Purchase Assurance	20		•	•	•	•	•
NOISE PROGRAM MANAGEMENT	Noise-Related Landing Fees	21	•	•	•	•	•	
	Noise Monitoring	22		•	•		•	•
	Establish Citizen Complaint Mechanism Establish Community Participation Program	23	•	•	•	•	•	•

* These are examples of restrictions that involve FAA's responsibility for safe implementation. They should not be accomplished unilaterally by the airport operator.

(1) Task 6.1 - Study Potential Land Use Control Actions

The purpose of Task 6.1 is to compile a list of land use control actions that could be used to reduce and prevent non-compatible development in the communities around Midway Airport. The Technical Coordinating Committee (TCC) will compile a list and description of these actions.

Among the actions to be considered by the TCC are those listed in FAA Advisory Circular 150/5020-1:

- . Land or Easement Acquisition
- . Joint Development of Airport Property
- . Compatible Use Zoning
- . Building Code Provisions and Sound Insulation of Buildings
- . Real Property Noise Notices
- . Purchase Assurance

The TCC will consult other sources and documents, which describe noise abatement programs at other domestic airports, for potential land use control actions.

(2) Task 6.2 - Analyze and Select Preferred Actions

Following the compilation of the list of potential land use control actions, the TCC and Midway Study Group will analyze and select actions which are determined to be preferable for use in Midway Airport area. This selection process is necessary since not all potential actions may apply to each community or each land use jurisdiction.

Each of the potential land use control actions will be evaluated qualitatively and quantitatively, when possible, according to the following factors:

. The Local Community

- Ease of implementation
- Compatibility with Community Master Plan
- Citizen support

- . Political, Legal and Administrative Considerations
 - Legal constraints
 - Zoning
 - Political support
- . Financial Considerations
 - Funding sources
 - Local funding commitments
 - Business activity effects
- . Environmental
 - Aesthetics
 - Aeronautical compatibility
 - Human health and safety

Each of these factors will be analyzed in terms of the relative costs and benefits to the impacted communities. This evaluation, along with the Study's goals and objectives, will assist the MSG and TCC in their selection of the preferred actions.

(3) Task 6.3 - Formulate and Evaluate Alternatives

Once the preferred land use control actions have been selected in Task 6.2, the TCC will link these actions into alternatives which combine two or more actions. Alternatives, or combinations of complimentary actions, are formulated because it is unlikely that any single action, by itself, will be capable of totally solving land use control problems without having undesirable impacts of its own. It is expected that the TCC will formulate and evaluate a total of twelve or fewer alternatives.

The quantitative and qualitative, when necessary, evaluation of each alternative will consist of an examination of the following criteria:

- . Fiscal/Economic Concerns
 - Cost of implementation
 - Changes in tax revenue/property values
 - Availability of funding
 - Community maintenance costs
 - Public infrastructure requirements
 - Future financial commitments
 - Employment changes
 - Business activity changes

Community Concerns

- Land use balance
- Aesthetics
- Land use distribution
- Health and safety
- Community traditions
- Citizen support
- Conformance to community development plans
- Citizen relocation

Administrative Concerns

- Legal constraints
- Zoning constraints
- Local government responsibilities
- Conformance to Regional Development Plans
- Future time commitments by local government
- Future funding

Environmental Concerns

- Aeronautical compatibility
- Compatibility with unique physical or cultural sites
- Percent noise reduction for people, housing units and noise sensitive land uses
- Removal of structures

The resulting product of this task will be a matrix which identifies the actions which compose each alternative, the year in which the alternative applies, and the quantitative or qualitative impacts on the four criteria for noise levels of 65 Ldn to 75 Ldn and 75 Ldn and greater. This matrix will be presented to the MSG.

(4) Task 6.4 - Select Recommended Alternative(s)

The results of the detailed analysis, contained in the matrix prepared in Task 6.3, will be reviewed by the Midway Study Group. The MSG will select the recommended alternative(s) and then prepare a document that identifies all alternatives which were considered, which were selected, and which were rejected and the reasons for their rejection. Also included in this document will be information which identifies potential funding sources for the selected alternative(s) and describes essential governmental action during implementation. The recommended alternatives will form the basis

for changes in land use control in the communities around Midway Airport, and will be included in the Noise Control and Compatibility Plan.

7. TASK 7: DEVELOP IMPLEMENTATION PLAN

Following the selection of the recommended airport noise control and land use control alternatives in Tasks 5 and 6, an overall plan to implement the preferred alternative(s) will be developed. This implementation plan, plus a periodic review plan and the existing and future noise exposure maps from Tasks 3 and 4, will be submitted to the Director of the FAA Great Lakes Regional Office. The following three tasks describe the process which leads up to the submission of these documents and maps to the FAA.

(1) Task 7.1 - Develop Implementation Plan

The purpose for developing an implementation plan is to insure the successful application of those recommended airport noise control and land use control alternatives previously selected by the Midway Study Group and Technical Coordinating Committee. The Technical Coordinating Committee will be responsible for consolidating all recommended alternatives into a workable implementation plan.

The implementation plan will consist of a document which presents the following items:

- . The time period covered by the airport noise compatibility program
- . A description of each recommended alternative to be implemented
- . A schedule which outlines the timing of each phase of implementation of the alternatives
- . The person(s) and/or group(s) responsible for implementation of each recommended alternative
- . A budget for funding
- . The methods of implementation for each alternative
- . The locations for implementation

Recommended changes in certain air traffic procedures may require an environment assessment. Therefore, the implementation plan document will also include a section which describes any recommended alternatives which may require additional environment processing prior to implementation and the timetable for their assessment.

(2) Task 7.2 - Develop Periodic Review Plan

Dynamic conditions in an urban airport environment like Midway Airport require the creation of a schedule for periodic reviewing and monitoring the airport noise compatibility program. The Technical Coordinating Committee and Midway Study Group will develop such a periodic review schedule to be conducted at intervals of three to five years or when the noise exposure map or airport master plan is updated.

The periodic review plan will include the following activities:

- . A comparison of the current compatibility of the airport and its environs to that outlined in the program's goals and objectives
- . Appraisal of the rate of growth of both the community and airport to determine the current and future adequacy of the compatibility plan
- . Review of the airport noise exposure map in light of both current and forecast operations and the noise performance levels of aircraft
- . Review of the adequacy of current operational controls in maintaining aircraft noise within the designated noise impact areas
- . Review of the adequacy of the adopted development controls in protecting the designated noise impact areas from encroachment by noise sensitive uses
- . Review of the effectiveness of the corrective actions employed in resolving existing unprotected noise sensitive uses within the noise impact areas

(3) Task 7.3 - Submit Compatibility Program to the FAA

Upon completion of Tasks 7.1 and 7.2, the implementation plan, periodic review plan and noise control plan will be submitted by the City of Chicago, Department of Aviation to the Director of the FAA Great Lakes Regional Office.

The compatibility program submitted to the FAA will consist of the following items:

- . A description and analysis of all alternatives together with a discussion on why any alternatives were rejected
- . A list of all program measures for reducing or eliminating present and future noncompatible land uses and the relative contributions of each measure to the overall effectiveness of the program
- . A documentary of the consultation with officials of public and planning agencies around the airport, the FAA, other Federal officials having local responsibility for the area depicted on the noise exposure map, aviation groups, and any other public users of Midway Airport
- . The actual or anticipated effect of the program on reducing noise exposure to individuals and noncompatible land uses in the surrounding community in 1985 and 1990
- . A description of how proposed future actions relate to any existing FAA approved Midway Airport layout plan, Midway Airport master plan, and system plan
- . The period covered by the program, the schedule for implementation of the program, the persons responsible for implementation of each measure in the program and for each measure, documentation supporting the feasibility of implementation, including any essential governmental actions and anticipated sources of funding
- . The schedule for periodic review and updating of the airport noise compatibility program

8. TASK 8: PUBLIC AND COMMUNITY INVOLVEMENT

The goals, values, and developmental needs of the communities will be considered from the earliest stages of the FAR Part 150 Study. Tasks 8.1 and 8.2 below list the proposed meetings and discussion topics for the Midway Study Group

and Technical Coordinating Committee. These meetings and topics, both in number and type, are tentative and may be changed when the Study work program is refined. Each of these meetings will be open to public attendance. Task 8.2 presents specific techniques for community involvement and disseminating information that will be used during the study.

(1) Task 8.1 - Identify Midway Study Group Meeting and Discussion Topic Schedule

A preliminary meeting and discussion topic schedule is as follows:

- 1st Meeting - Introduce group participants and purpose of Study.
- 2nd Meeting - Establish goals and objectives for FAR Part 150 Study.
- 3rd Meeting - Review aviation forecasts and existing and future noise exposure levels.
- 4th Meeting - Review and validate updated land use map.
- 5th Meeting - Identify general and intensive study areas.
- 6th Meeting - Select preferred airport noise control actions.
- 7th Meeting - Select recommended airport noise control alternatives.
- 8th Meeting - Select preferred land use control actions.
- 9th Meeting - Select recommended land use control alternatives.
- 10th Meeting - Develop periodic review plan.
- 11th Meeting - Review final compatibility plan prior to submission to the FAA.

It is envisioned that the Midway Study Group will consist of no more than 20 representatives.

(2) Task 8.2 - Identify Technical Coordinating Committee Meeting and Discussion Topic Schedule

A preliminary meeting and discussion topic schedule is as follows:

- 1st Meeting - Introduce group participants and purpose of group formation.
- 2nd Meeting - Refine work program with goals and objectives.
- 3rd Meeting - Review aviation forecasts and existing and future noise exposure levels.
- 4th Meeting - Review and validate updated land use maps.
- 5th Meeting - Prepare list of potential airport noise control actions.
- 6th Meeting - Select preferred airport noise control actions.
- 7th Meeting - Formulate airport noise control alternatives.
- 8th Meeting - Select recommended airport noise control alternatives.
- 9th Meeting - Prepare list of potential land use control actions.
- 10th Meeting - Select preferred land use control actions.
- 11th Meeting - Formulate land use control alternatives.
- 12th Meeting - Select recommended land use control alternatives.
- 13th Meeting - Develop implementation plan.
- 14th Meeting - Develop periodic review plan.
- 15th Meeting - Review final compatibility plan prior to submission to the FAA.

It is envisioned that the Technical Coordinating Committee will consist of no more than 10 technical representatives for federal, state and local agencies and organizations.

(3) Task 8.3 - Establish Community Information Techniques

Timely information concerning the FAR Part 150 Study will be made available to the Midway Airport area communities through a series of four public information meetings and a quarterly community newsletter. The four public information meetings will be conducted at regular intervals during the Study and will present the following information:

- 1st Meeting - Introduce background and purpose of FAR Part 150 Study. Identify Study goals and objectives as formulated by Study participants.
- 2nd Meeting - Present and explain existing and future noise exposure maps.
- 3rd Meeting - Identify airport noise control and land use control alternatives being considered by Study participants.
- 4th Meeting - Present implementation and periodic review plan.

Concurrent with the above public information meetings, a quarterly newsletter, which outlines the progress and findings of the Study, will be mailed to interested individuals and public institutions in the Midway Area. A mailing list may consist of public information meeting attendees and others suggested by the Study participants.

COMPATIBLE LAND USE

Appropriate Actions to Insure Compatible Land Use:

1. Was an off airport Land Use Plan developed as an element of a Master Plan project?
YES X NO
2. If no, do you plan to pursue such a project in the near future?
YES NO YEAR
3. Has your airport enacted a height restriction zoning ordinance to restrict the height of structures and objects of natural growth?
YES X NO
4. Height restriction zoning was enacted by:
STATE COUNTY CITY X OTHER
5. Do you plan to seek height restriction zoning to protect your airport?
YES NO YEAR
6. By whom?
STATE COUNTY CITY OTHER
7. Does the sponsoring agency have the authority to zone for land use?
YES X NO
8. If yes, have you been zoned for Compatible Land Use?
YES NO X
9. If no, have you worked to obtain appropriate zoning by other public agencies which have authority applicable to the areas requiring zoning?
YES NO X
10. If yes, with whom?

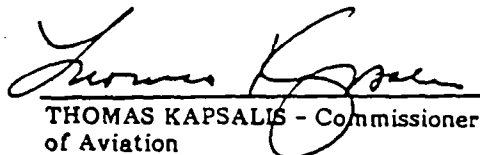
11. Have you or any other public agency undertaken appropriate area planning studies to recommend development of adjacent land?

YES X NO

12. If no, do you plan to undertake such a study?

YES NO WHEN?

13. List other actions taken by the airport to prevent the conversion of property adjacent to the airport to residential and other uses incompatible with airport operations.


THOMAS KAPSALIS - Commissioner
of Aviation

Date

DEPARTMENT OF AVIATION

DESCRIPTION OF PROPOSED ORDINANCE

PURPOSE: This legislation would authorize the Department of Aviation to submit an application for funding assistance to the Federal Aviation Administration. This grant will be used for airfield improvements, the purchase of vacant land, the purchase of safety equipment and a Part 150 Study at Chicago Midway Airport.

GRANTOR: Federal Aviation Administration (FAA)

GRANT#: 3-17-0025-05

PROGRAM: Airport and Airways Improvement Program (AIP)

PROJECTS: The projects in this grant application are:

- . Part 150 Study
- . Purchase Airport Safety and Security Equipment
- . Reconstruct West Triangle Drainage System
- . Install R/W Threshold Lights & Restripe R/W
- . Acquire Property in Clear Zone
- . Construct Parallel T/W 4L
- . Install Blast/Sound Fencing

FUNDING:	Federal Share	7,429,050.
	State Share	420,000.
	Local Share	455,450.
	Total	<u>\$8,304,500.</u>

LOCAL SHARE: Airline Funded Cost

TIMING: The grant must be accepted by the City of Chicago and returned to the F.A.A. by July 1, 1985.

NOTE: The two applications attached will be issued as one grant by the F.A.A.

GOALS: These projects are consistent with the F.A.A. regulations and are in accordance with the Midway Master Plan.

(Continued from page 30577).

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schullter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation is authorized to execute upon approval as to form and legality by the Corporation Counsel, a Third Amendment to Grant Agreement 6-17-0022-15 authorized by the City Council on October 22, 1981 (C.J.P. pp. 7571 - 7588) with the United States Government, Federal Aviation Administration, said Amendment to be in the form as attached.

SECTION 2. This ordinance shall become effective immediately upon its passage.

Amendment attached to this ordinance reads as follows:

Third Amendment to Grant Agreement.

Chicago-O'Hare International Airport
Chicago, Illinois
ADAP Project No. 6-17-0022-15
Contract No. DOT-FA81-GL-8260

Whereas, the Federal Aviation Administration (hereinafter referred to as the "F.A.A."), has determined that, in the interest of the United States, the Grant Agreement relating to the above-numbered project between the Administrator of the Federal Aviation, acting for and on behalf of the United States of America, and the City of Chicago, Illinois (hereinafter referred to as the "Sponsor"), accepted by said Sponsor on September 28, 1981, amended on July 7, 1982, and October 25, 1983, should be further amended as hereinafter provided; and

Whereas, it has been determined to be in the best interests of the F.A.A. to revise the project description to delete retrofitting of eight snow blowers, due to receipt of bids deemed excessive; and

Whereas, due to overruns in costs for other items of work included in the scope of this grant, insufficient funds are available to cover the cost of such retrofit, even if rebid within estimated costs; and

Whereas, the remaining development costs are such that there will be no change in the maximum obligation to the United States under this Grant Agreement; now, therefore,

Witnesseth:

That on consideration of the benefits to accrue to the parties hereto, the F.A.A. on the one part, and the Sponsor on the other part, do hereby mutually agree that the said Grant Agreement be and hereby is amended by:

1. Deletion of the project description in the Second Amendment and substitution of the following:

"; rehabilitate shoulders on Runway 4R/22L; acquire one 3000 gallon C.F.R. vehicle; and acquire one snow plow with carrier vehicle."

All other terms and conditions of the Grant Agreement remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Third Amendment to be executed.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF LIMITED
AGENCY AND PARTICIPATION AGREEMENT WITH
STATE OF ILLINOIS.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Jerome R. Butler, Commissioner, Department of Aviation, (which was referred May 12, 1986) to authorize the execution of a Limited Agency and Participation Agreement between the City and the State of Illinois, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. On behalf of the City of Chicago, the Mayor is hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel to approve as to form and legality, a Limited Agency and Participation Agreement between the State of Illinois and the City of Chicago, said agreement to be in substantially the same form as the agreement attached hereto.

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

Limited Agency and Participation Agreement attached to this ordinance reads as follows:

*Limited Agency and Participation Agreement
(State Assisted Airport Development).*

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

Witnesseth:

Whereas, the Municipality desires to sponsor a project for the further development of a public air navigation facility, known or to be designated as the Chicago Midway Airport under the Illinois Aeronautics Act, Illinois Revised Statutes, Chapter 15½, Paragraph 22.1 et seq.; and

Whereas, this project shall be identified as Illinois Project No. 86A-21-1154, and described as follows:

Replace three (3) boilers; Replace roof top air handling units; Roof repairs; Interior public space remodeling; Fascia replacement and Weatherproofing.

Whereas, the Municipality has applied for state assistance in procuring state funds and desires the Division to act as Municipality's agent in matters connected with the project described above; and

Whereas, the Division has programmed and budgeted state funds on behalf of the Municipality and has been appropriated certain monies for the aforesaid project under the Build Illinois Act in the sum of \$2,000,000.00; and

Whereas, the parties hereto, by this agreement, do hereby (a) fix their respective responsibilities, with reference to each other, with reference to the accomplishment of said project, and (b) designate the Division as the party to accept, receipt for and disburse all State funds used or to be used in payment of the costs of said project or in reimbursement to either of the parties hereto for costs previously incurred:

Now, Therefore, for and in consideration of the benefits which will accrue to the parties hereto by virtue of completion of the project, It Is Mutually Covenanted And Agreed as follows:

1. The Municipality and not the Division shall, for all purposes, be the "Sponsor" of the project identified above. As the Sponsor, the Municipality agrees to assume the responsibility that all aspects of the project and later operation of the facility are done in compliance with all applicable state and federal requirements including any statutes, rules, regulations or assurances.
2. It is estimated that the share of the Municipality in the estimated project construction costs will be approximately \$0.00, and that its share of total project costs will be \$0.00. The Municipality specifically agrees that it shall pay any project costs which exceed the sum of the Division's funds as are herein committed for this project.

The estimated total project cost for said projects is \$2,000,000.00. The Division hereby agrees, subject to the approval of the Governor, to participate in the project up to one hundred and no/100 percent (100.00%), for payment of such project costs as are allowed under the Build Illinois Act.

Subject to the approval of the Governor, the Division will participate to the extent of the aforesaid appropriate percentages in overruns and contingencies approved by the Division, but in no event shall the Division's participation in any approved overruns or contingencies cause the total amount of the Division's participation in the project as a whole to exceed \$2,000,000.00. It is further agreed that the Municipality will reimburse the Division for any payment or payments made hereunder by the Division which are in excess of the Division's percentage of financial participation as heretofore stated or in excess of the Division's total participation.

Payments to the City of Chicago shall be made from time to time on the basis of field reports submitted by the Resident or Project Engineer and approved by the Chief Engineer of the Division, up to ninety percent (90%) of contract price. The remaining ten percent (10%) may be retained by the Division until after the contract has been completed and accepted and all other requirements of the contract agreed to be performed by the Contractor and/or Engineer are properly completed and three (3) sets of "As-Built" plans are submitted to and approved by the Division.

3. By executing this agreement, the Municipality certifies and shall furnish proof to the Division upon request that it has sufficient funds to meet its share of the costs as heretofore stated and the Municipality hereby grants to the Division the right to audit any books and records of the Municipality to verify said funds.
4. The Division shall, for all purposes in connection with the project identified above, be the Agent of the Municipality. The Municipality herewith grants the Division a power of attorney to act as its agent to perform the following services:
 - a. participate in any pre-construction conferences, approve orders as it deems appropriate regarding construction progress, including, but not limited to, Notices to Proceed, Stop Work Orders, and Change Orders;
 - b. approve plans, specifications, cost estimate and engineer's report for said project prepared by or at the instance of the Municipality, a copy of which will be submitted to the Division for review and/or approval prior to advertising for bids thereon. Approval for all documents and authorization to advertise will be given in writing by the Division;
 - c. exercise such supervision and direction of the project work as the Division reasonably finds appropriate. Where there is irreconcilable conflict or differences of opinion, judgment, order or direction between the Division and any engineer, contractor, or the Municipality, the Division shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve, and pay invoices and payment requests for services and materials supplied in accordance with Division approved contracts;
 - e. coordinate and conduct semi-final and final reviews or inspections;
 - f. obtain contractor and material supplier releases in accordance with state law;
 - g. review, approve and submit "As-Built" plans to the F.A.A. for their records;
 - h. perform and audit when and as required by State regulations and procure such specific project documentation as is necessary to complete all aspects of this project;

- i. pay to the Municipality, from State project funds, the portion of reasonable and eligible project costs incurred by the Municipality.
5. The Municipality, and not the Division, shall be the contractual party to all construction or engineering contract(s) entered into for the accomplishment of the project.
6. For any portions of this project which might require the Municipality to contract the services of a Consulting Engineer, the Municipality shall, by a contract approved by the Division, employ a consulting engineer pre-qualified in accordance with the Division's procedures and registered in the State of Illinois to provide:
 - a. qualified Resident or Project Engineer(s), registered in the State of Illinois and approved by the Division; and
 - b. materials testing technician(s) approved by the Division; and
 - c. any project reports required by the Division. Further, for each phase of project work which is covered by separate contract, the Resident or Project Engineer shall render to the Division both a semi-final and final inspection report. The final inspection report(s) shall certify to the Division and to the Municipality that the work involved has been fully completed in accordance with the plans, specifications and contract(s), as the same have been modified or supplemented by any Division approved change order, supplementary contract or otherwise, and that the work is acceptable to the Resident or Project Engineer.
7.
 - a. The Municipality agrees that it will strictly comply with all State and Federal laws, Rules, Regulations, Program Guidance Letters, Assurances and covenants which are relevant to this project, including, but not limited to, those stated in or incorporated by reference in any Federal Grant Agreements during the construction of this project.
 - b. The Municipality and the Division agree that this document constitutes the grant agreement required by the "Illinois Grant Funds Recovery Act". The parties also agree to amend this agreement if necessary to comply with said Act.
8. The Municipality guarantees that:
 - a. the air navigation facility which is the subject of this agreement will be owned or effectively controlled, operated, repaired and maintained adequately during its full useful life, or a period of not less than 20 years, whichever is longer, for the rightful, fair, equal and uniform use and benefit of the public; and
 - b. it will comply with all applicable State and Federal laws, rules, regulations, procedures, covenants and assurances required by the State of Illinois or the

F.A.A. in connection with any A.I.P. Grants in the operation of the facility:
and

- c. it will file with the Division and the F.A.A. such reports as may be requested concerning the use, maintenance, and operation of the airport.
9. The Municipality agrees to keep complete and adequate books and records in accordance with standard accounting procedures prescribed by the State relating to the project described in this agreement and all books and records shall be open to inspection and examination by the Division, or its authorized representative, at any reasonable time.
10. No leases will be entered into by the Municipality which grant exclusive use rights to any grantee for any aviation facilities which are the subject of this project.
11. Notices, reports or other communications required by or transmitted pursuant to this agreement to the Division shall be directed to the attention of the Director of Aeronautics, Department of Transportation, Division of Aeronautics, One Langhorne Bond Drive, Capital Airport, Springfield, Illinois 62706.

Notices, reports or other communications required by or transmitted pursuant to this agreement to the Municipality shall be directed to the attention of Mr. Jerome R. Butler, Room 3000, 20 N. Clark Street, Chicago, Illinois 60602.
12. This agreement is entered into pursuant to the Build Illinois Act and shall be subject to and construed in accordance with said Act. In the event of any conflict between state and federal law, rule, regulation, etc., the federal provision shall control.
13. The Municipality covenants to zone (within its power to do so) the Airport and its environs for compatible land uses. The Municipality shall adopt airport hazard zoning regulations or shall request the Division to adopt airport hazard zoning under Section 17 of the Airport Zoning Act, Illinois Revised Statutes, Chapter 15-1/2, Paragraph 48.1, *et seq.*
14. This agreement is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
15. The Division shall accept responsibility for all decisions or determinations subject to the provisions that in carrying out any of the terms of this Agreement or in exercising any power or authority granted thereby, there shall be no personal liability upon the Division or its authorized representative, it being understood that in such matters they act as agents and representatives of the State.
16. No construction shall be commenced until the Division approves a "Notice to Proceed."

17. In the event the Municipality breaches this agreement in a material and substantial manner, be it prior to construction, during construction or after the project is completed and in operation, or in the event the Municipality fails to diligently pursue construction progress or operation of the completed facility, the Division shall have any or all of the following non-exclusive remedies available to it:
 - a. the right to seek specific performance;
 - b. the right to assume control and operation of the construction or the completed facility for the useful life of the facility or 20 years from the execution date of this agreement which right the Division may assign to any public agency as defined in the Illinois Aeronautics Act;
 - c. the right to refuse to provide State assistance for future aviation programs and to terminate any current State assistance;
 - d. the right to seek reimbursement of all State funds provided for the project;
 - e. any other remedy available at law or in equity.
18. This Agreement constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
19. Any grant under this agreement shall be valid for the useful life of the above-described project or for twenty (20) years, whichever is longer.
20. All commitments by the Municipality hereunder are subject to constitutional and statutory limitations and restrictions binding upon it and to the availability of funds which lawfully may be applied.

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

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR EXECUTION OF AMENDMENT TO
AGREEMENT WITH UNITED STATES GOVERNMENT FOR
WATER LINE CONNECTION AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on September 11, 1985) to authorize the execution, on behalf of the City of Chicago, of an amendment to an agreement with the United States Government for connection to a water line at Chicago- O'Hare International Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation of the City Clerk and approval as to form and legality by the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to an agreement with the United States Government for connection to a water line at Chicago-O'Hare International Airport, dated March 11, 1970, said amendment to be substantially in the following form:

Department of the Air Force

Amendment No. 3

License No. DACA-22-3-70-75

Chicago-O'Hare International Airport, Illinois.

Whereas, the City of Chicago was granted License No. DACA-22-3-70-75 for a term of five (5) years commencing on 1 February 1970 for the right to connect to the existing Department of the Air Force 12 inch water line to serve the freight forwarding and car rental areas constructed on Chicago-O'Hare International Airport; and

Whereas, Amendment No. 1 dated 11 March 1975 extended the term five (5) years; and

Whereas, Amendment No. 2 dated 27 October 1980 extended the term five (5) years; and

Whereas, the City of Chicago has requested that the license be extended for an additional period of five (5) years; and

Whereas, the facility is available and it is in the best interest of the Government to grant the extended term;

Now, Therefore, in consideration of the premises, License No. DACA-22-3-70- 75 is hereby amended in the following particulars, but in no others:

The term is extended for five (5) years commencing 1 February 1985 and ending 31 January 1990.

All other terms and conditions shall be and remain the same.

In Witness Whereof, I have hereunto set my hand by authority of the Secretary of the Air Force this ____ day of _____ 1985.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED FOR EXECUTION OF AMENDMENT TO
PERIMETER FENCE LICENSE AGREEMENT WITH UNITED
STATES GOVERNMENT AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 11, 1985) to authorize the Acting Commissioner of Aviation and the City Comptroller to enter into and execute an amendment to a Perimeter Fence License Agreement at O'Hare International Airport with the United States

Government, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation of the City Clerk and approval as to form and legality by the Corporation Counsel, are authorized to execute on behalf of the City of Chicago an amendment to a license agreement with the United States Government, at Chicago-O'Hare International Airport, said agreement to be in substantially the following form:

Department of the Air Force

Amendment No. 2

License No. DACA-45-3-75-6104

Chicago-O'Hare International Airport, Illinois.

This Amendment No. 2, granted by the Secretary of the Air Force, hereinafter referred to as the Government, to the City of Chicago, hereinafter referred to as the Licensee.

Witnesseth:

Whereas, License No. DACA-45-3-75-6104 granted the City of Chicago the right to construct and maintain a perimeter fence located on O'Hare International Airport, Illinois, for a period of five (5) years commencing on 1 March 1975 and ending on 29 February 1980: and

Whereas, Amendment No. 1, dated 4 November 1980, extended the term for an additional five (5) years commencing 1 March 1980 and ending 28 February 1985; and

Whereas, the Licensee has requested that the term of the license be extended for an additional five (5) year period; and

Whereas, said facilities are available and it has been considered to be in the best interests of the Government to amend said license accordingly;

Now, Therefore, in consideration of the premises, License No. DACA-45-3-75- 6104 is hereby amended in the following particular, but in no others:

That the term is extended for a period of five (5) years, commencing on 1 March 1985 and ending on 28 February 1990.

All other terms and conditions shall remain in full force and effect.

In Witness Whereof, I have hereunto set my hand by authority of the Secretary of the Air Force this _____ day of _____ 1985.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT WITH
FEDERAL AVIATION ADMINISTRATION FOR LEASE
OF CERTAIN PREMISES AT CHICAGO
MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 11, 1985) to authorize the City to enter into and execute lease of space for the Federal Aviation Administration, begs leave to recommend that Your Honorable Body Pass the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation by the City Clerk, and approval of the Corporation Counsel as to form and legality, are authorized to execute an agreement between the City of Chicago and the United States Government (Federal Aviation Administration) for the lease of certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Lease agreement attached to this ordinance printed on
pages 30630 through 30636 of this Journal.]

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED FOR EXECUTION OF AGREEMENT WITH
FEDERAL AVIATION ADMINISTRATION FOR LEASE OF
STORAGE SPACE AT CHICAGO MIDWAY AIRPORT.

(Continued on page 30637)

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

Attachment to Lease No. DTFAL4-86-L-R890

GENERAL PROVISIONS

~~1. SUSTAINING THE PREMISES.~~

The Government may sublet any part of the premises but shall not be released from any obligations under this lease ~~by reason of any such subletting.~~

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

~~4. ALTERATIONS.~~

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

~~5. CONVEYANCE REPORT.~~

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed ~~in behalf of the parties hereto.~~

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

~~9. EQUAL OPPORTUNITY CLAUSE.~~

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

ther that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.
2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.
3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

ATTACHMENT "A" TO LEASE NO. DTF14-86-L-R890

9. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives the Lessor thirty (30) days written notice that it will not exercise its option before this lease or any renewal thereof expires; PROVIDED that no renewal shall extend this lease beyond the 30th day of September 1990; AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals.

10. This Lease is subject to the Prompt Payment Act (Public Law 97-177) and OMB Circular A-125.

Payment Due Date (Lease)

(a) Payment under this lease will be made in arrears. Payment will be due on the fifth workday of the month immediately following the end of the lease period for which payment is being made.

(b) The date of the check issued in payment shall be considered to be the date payment is made.

11. The Government shall have 24 hours per day 7 days per week ingress and egress to the premises hereby leased.

12. The Government upon specific prior written consent of the Lessor shall have the right during the existence of this lease to make alterations, attach fixtures, and erect additions, structures, or signs in or upon the premises hereby leased, which fixtures, additions, or structures shall be and remain the property of the Government and may be removed by the Government prior to the expiration or termination of this lease. The Lessor may, upon not less than 15 days written notice to the Government before termination of the lease, require restoration of the leased premises. In this event, prior to the expiration or termination of this lease or prior to relinquishment of possession, whichever first occurs, the Government shall, at its sole election, either,

(1) restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Government has no control excepted, or

(2) pay to the Lessor a sum of money representing either the diminution in the fair market value of the property due to the failure to restore, or the actual cost of restoration, whichever is the lesser amount.

13. *The Government shall have the right to install, operate and maintain a 1000-gallon underground fuel tank together with fuel lines, and the right to install, operate and maintain electrical conduits from the leased premises to the Air Traffic Control Tower.*
14. *The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein, and that it is authorized to grant to the United States of America the real estate rights and interests set forth herein.*
15. *All additions, changes and deletions were made prior to the signature of all parties hereto.*

ATTACHMENT "B" TO LEASE NO. DTFAL4-86-L-R890

Contract Disputes Act

(a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365- or 366-day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

ATTACHMENT "C" TO LEASE NO. DTFA14-86-L-R890

EXAMINATION OF RECORDS

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this contract.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(Continued from page 30629)

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 11, 1985) to authorize the City to enter into and execute a lease of storage space for the Federal Aviation Administration at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation by the City Clerk, and approval of the Corporation Counsel as to form and legality, are authorized to execute an agreement between the City of Chicago and the

(Continued on page 30646)

STANDARD FORM 2 FEBRUARY 1965 EDITION GENERAL SERVICES ADMINISTRATION FPMR (41 CFR) 101-11.601	U.S. GOVERNMENT LEASE FOR REAL PROPERTY
DATE OF LEASE	LEASE NO DTFA14-86-L-R889
THIS LEASE, made and entered into this date by and between <i>City of Chicago, Illinois</i> <i>Department of Aviation</i> <i>Room 1111, City Hall</i> <i>Chicago, Illinois 60602</i> whose address is and whose interest in the property hereinafter described is that of <i>owner</i> hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows: 1. The Lessor hereby leases to the Government the following described premises: <i>Approximately 768 sq. ft., Section B00-B1 (between bays B-38 and B-40) Concourse Building B of the Chicago Midway Airport.</i> <i>to be used for such purposes as determined by the Federal Aviation Administration.</i> 2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on <i>October 1, 1985</i> through <i>September 30, 1986</i>, subject to termination and renewal rights as may be hereinafter set forth. 3. The Government shall pay the Lessor annual rent of \$ <i>7,680.00</i> <i>Rent and Services</i> at the rate of \$ <i>7,680.00</i> per <i>year</i> in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: 4. The Government may terminate this lease at any time by giving at least <i>60</i> days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. ~~This lease may be renewed at the option of the Government for the following term and at the following term:~~ provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. ~~_____ shall be computed commencing with the day after the date of mailing.~~	

GENERAL PROVISIONS, CERTIFICATION AND INSTRUCTIONS

U.S. Government Lease for Real Property

Attachment to Lease No. DTFA14-86-L-R889

GENERAL PROVISIONS

~~1. SUBLETTING THE PREMISES.~~

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting.

2. MAINTENANCE OF PREMISES.

The Lessor shall maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, furnished by the Lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times, and with the approval of the authorized Government representative in charge, enter and inspect the same and make any necessary repairs thereto.

3. DAMAGE BY FIRE OR OTHER CASUALTY.

If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, as determined by the Government, the Government may terminate the lease by giving written notice to the Lessor within fifteen (15) days thereafter; if so terminated no rent shall accrue to the Lessor after such partial destruction or damage; and if not so terminated the rent shall be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

4. ALTERATIONS.

The Government shall have the right during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

~~5. CONDITION REPORT.~~

A joint physical survey and inspection report of the demised premises shall be made as of the effective date of this lease, reflecting the then present condition, and will be signed on behalf of the parties hereto.

6. COVENANT AGAINST CONTINGENT FEES.

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. (Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.)

7. OFFICIALS NOT TO BENEFIT.

No Member of or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease

contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this lease contract if made with a corporation for its general benefit.

8. ASSIGNMENT OF CLAIMS.

Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this lease provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Lessor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned or reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Notwithstanding any provisions of this contract, payments to an assignee of any monies due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off.

~~9. Equal Opportunity Clause.~~

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting

ther that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors

prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

NOTE.—The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

INSTRUCTIONS

1. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the Lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the Lessor, shall accompany the lease.

2. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

3. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature

and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government evidence of this authority so to act shall be furnished.

4. When deletions or other alterations are made specific notation thereof shall be entered under clause 8 of the lease before signing.

5. If the property leased is located in a State requiring the recording of leases, the Lessor shall comply with all such statutory requirements at Lessor's expense.

ATTACHMENT "A" TO LEASE NO. DTF14-86-L-R889

9. This lease may, at the option of the Government, be renewed from year to year and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for 1 year provided that no renewal thereof shall extend this lease beyond September 30, 1990; AND PROVIDED FURTHER that adequate appropriations are available from year to year for payment of rentals.
10. This lease is subject to the Prompt Payment Act (Public Law 97-177) and OMB Circular A-125.

Payment Due Date (Lease)

- (a) Payment under this lease will be made in arrears. Payment will be due on the fifth workday of the month immediately following the end of the lease period for which payment is being made.
 - (b) The date of the check issued in payment shall be considered to be the date payment is made.
11. The Lessor shall provide adequate parking spaces immediately adjacent to the Air Traffic Control Tower (south side) for Government vehicles and privately owned vehicles of persons employed by the FAA. Said parking spaces shall be provided without cost to the Government and its employees. Said FAA employees' parking shall be equal to airport employees' parking as to location and access.
 12. The Government shall have the right of ingress and egress to the leased premises 24 hours a day, 7 days a week without exception.
 13. The Lessor hereby warrants that it has acquired and possesses an adequate real estate right in the property described herein, and that it is authorized to grant to the United States of America the real estate rights and interests set forth herein.
 14. All additions, changes and deletions were made prior to the signature of all parties hereto.

ATTACHMENT "B" TO LEASE NO. DTFA14-86-L-R889

EXAMINATION OF RECORDS

(a) The Lessor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Lessor involving transactions related to this contract.

(b) The Lessor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Part 1-20 of the Federal Procurement Regulations (41 CFR Part 1-20), whichever expires earlier, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

ATTACHMENT "C" TO LEASE NO.
DTFA14-86-L-R889

Contract Disputes Act

(a) This lease is subject to the Contract Disputes Act of 1978 (Public Law 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this lease shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of lease terms, or other relief, arising under or relating to this lease.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the Lessor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Lessor shall be subject to a decision by the Contracting Officer.

(d) For Lessor claims of more than \$50,000, the Lessor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Lessor's knowledge and belief; and the amount requested accurately reflects the lease adjustment for which the Lessor believes the Government is liable. The certification shall be executed by the Lessor if an individual. When the Lessor is not an individual, the certification shall be executed by a senior company official in charge at the Lessor plant or location involved, or by an officer or general partner of the Lessor having overall responsibility for the conduct of the Lessor's affairs.

(e) For Lessor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Lessor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Lessor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Lessor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies of the Executive Branch of the Federal Government are expressly authorized to decide.

(h) Interest on the amount found due on a Lessor claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment. Interest on the amount found due on a Government claim shall be paid from the date the claim is received by the Lessor until the date of payment. Interest shall be computed at ten percent (10%) per annum on the basis of a 365- or 366-day year, whichever applies.

(i) Except as the parties may otherwise agree, pending final resolution of a claim by the Lessor arising under the lease, the Lessor shall proceed diligently with the performance of the lease and its terms in accordance with the Contracting Officer's decision.

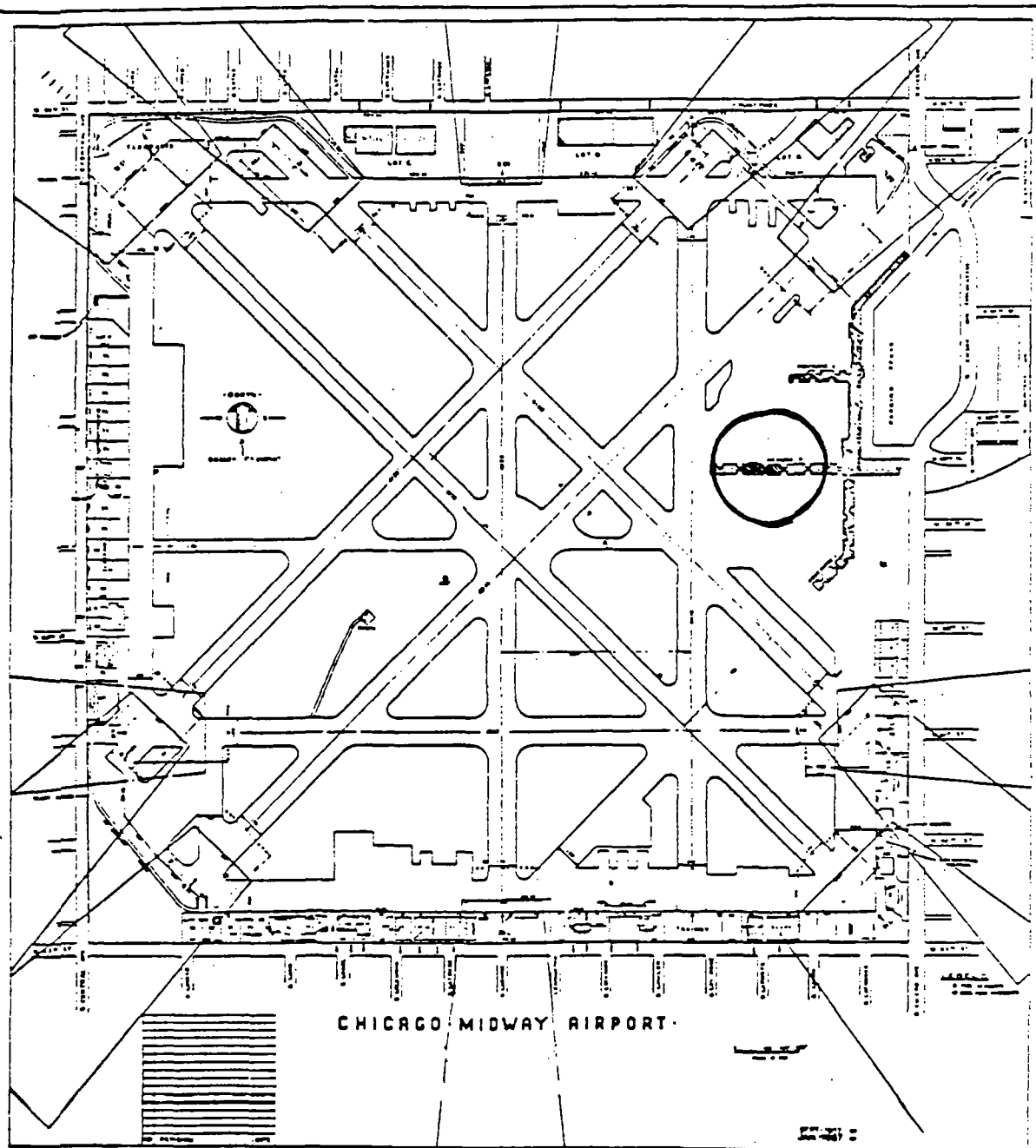
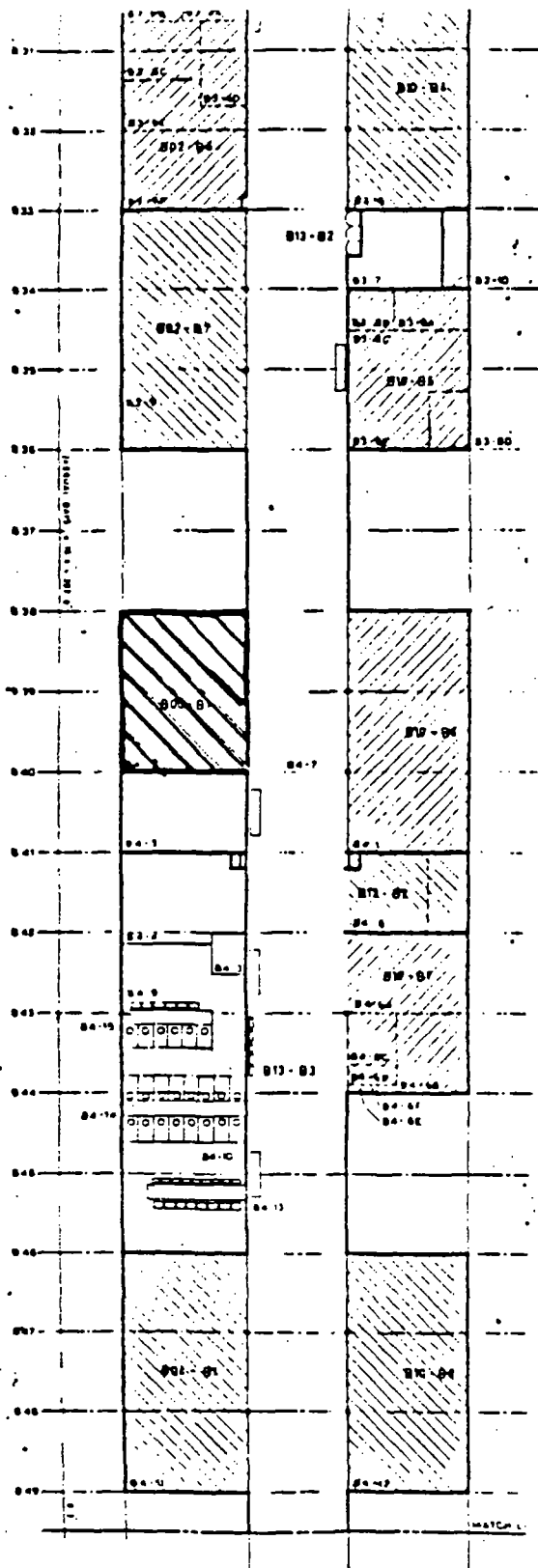


EXHIBIT A

Sheet 1 of 2



FIRST FLOOR

CHICAGO MIDWAY AIRPORT
AREA ASSIGNMENTS
CONCOURSE BUILDING B

C. F. MURPHY ASSOCIATES
ARCHITECTS ENGINEERS
CHICAGO ILLINOIS

CITY OF CHICAGO
JANE M. BYRNE
MAYOR

THOMAS KAPSALIS
Acting Commissioner of Aviation

DATE 11 5 1968	SCALE 1/16" = 1'	JOB NUMBER 1856-01	DRAWING NUMBER 7
APPROVED CARTER - MANN JR			

(Continued from page 30637)

United States Government (Federal Aviation Administration) for the lease of certain premises at Chicago Midway Airport, said agreement to be in the following form:

[Lease Agreement attached to this ordinance printed on pages
30638 through 30645 of this Journal.]

In Witness Whereof, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

AUTHORITY GRANTED FOR ACCEPTANCE OF EASEMENT AGREEMENT
FOR INSTALLATION AND OPERATION OF LIGHT STATION
AS PART OF MIDWAY AIRPORT APPROACH SYSTEM.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Jerome R. Butler, Commissioner, Department of Aviation (which was referred on November 19, 1985) to authorize the acceptance of an easement agreement for a lead-in landing light for runway 311 at Chicago Midway Airport, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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

The following is said ordinance as passed:

WHEREAS, By ordinance passed May 30, 1984 at page 6843 of the Journal of the Proceedings of the City Council of the City of Chicago, the City Council approved the acquisition of an easement for the installation and operation of a light station as part of the Midway Airport Approach System over a portion of the following legally described premises:

Lot 9 and the East 16.45 feet of Lot 10 of Block 4 in Marquette Ridge being a subdivision of the South half of the West half of the Northwest quarter (and the North half of the West half of the Northwest quarter) of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian; and

WHEREAS, An agreement has been reached between the Commissioner of Aviation and the owner of said parcel; and

WHEREAS, The Federal Aviation Authority will pay 90% of the acquisition price, and the City and State 5% each; now, therefore,

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

SECTION 1. The easement agreement for the acquisition of the easement for Light Station 12 + 60, which is attached hereto and made part hereof, is hereby approved.

SECTION 2. The acquisition price of One Thousand Five Hundred Dollars (\$1,500.00) is hereby approved.

SECTION 3. The Commissioner of Aviation is authorized and directed to execute, and the City Clerk to attest, said easement agreement and is further directed to record said agreement upon payment of the purchase price.

SECTION 4. The City Comptroller is hereby directed and ordered to pay the said acquisition price from Fund No. 623-8653-540 to the named grantor.

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

Easement Agreement attached to this ordinance reads as follows:

Grant of Easement.

This Indenture made this 28th day of October, 1985, between Charles C. Arado, Jr., not individually, but as successor trustee to Richard J. Zavertrnik, deceased, as Trustee under Trust Agreement dated August 5, 1936 and known as Trust number 3 of 5757 North

Lincoln Avenue, Chicago, Illinois 60679, hereinafter referred to as the Grantor and the City of Chicago, a Municipal corporation of the State of Illinois, 121 North LaSalle Street, Chicago, Illinois, hereinafter referred to as the Grantee:

Witnesseth, that the Grantor, for and in consideration of One Thousand Five Hundred Dollars (\$1,500.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, a perpetual easement as hereafter described on, under or over that portion of the following described land, which Grantor owns in fee simple, legally described as follows:

Lot 9 of Block 4 in Marquette Ridge, being a subdivision of the South 1/2 of the West 1/2 of the Northwest 1/4 (and North 1/2 of the West 1/2 of the Northwest 1/4) of Section 22, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois,

which has been designated as parcel 24 by the Federal Aviation Authority, lying within the approach area of the Runway 13R-31L of Chicago Midway Airport, for the purposes of establishing a Runway Approach Light System including light poles and cables, hereinafter referred to as the Light System; said easement granted hereby is described as follows:

Beginning at the southeast corner of Lot 1 of said Block 4; thence on a bearing of north 90° 00' 00" west and on the southerly line of Lots 1 through 9, a distance of 230.8 feet; thence on a bearing of north 0° 00' 00" parallel with the westerly line of said Lot 9, a distance of 6.3 feet to center of light, and commencing at the center of light station No. 12 + 60; thence north 0° 00' 00" a distance of 6.0 feet to the place of beginning; thence south 90° 00' 00" east a distance of 6.0 feet; thence south 0° 00' 00" a distance of 12.0 feet; thence south 90° 00' 00" east a distance of 6.0 feet to the point of beginning; and continuing upward to a height of forty-five (45) feet.

1. For the use and benefit of the Public, the right to establish, install, construct, use, maintain, replace, alter, repair and operate as part of said Light System, light station 12 + 60 Runway 13R-31L of said Midway Airport, together with the right of flight and other such incidence of flight as may be inherent in the operation of aircraft over said easement taking off from, landing at or operating on said Midway Airport.

2. Grantor, its heirs, successors and assigns agree and covenant that it shall not hereafter erect, or permit the erection of any structure or growth of any tree or other object so as to interfere with the operation or maintenance of said Light System. Provided, however, that all trade or advertising signs now existing which will encroach upon said easement below the level of the lights of station 12 + 60 and which do not hinder the operation of said light station, obstruct the view of said light station from, or present a hazard to, approaching aircraft shall be exempt from this section (a drawing showing the encroachment of said trade or advertising sign is attached hereto as Exhibit "A").

3. Grantee shall have the continuing and perpetual right to enter upon the land of Grantor in the general vicinity of said easement and remove, raze or destroy those portions of structures or objects, or to cut and remove trees, bushes, shrubs or other growth that encroaches and interferes with the operation and maintenance of said Light System.

Provided, however, that this section shall not apply to trade or advertising signs existing prior to the installation of said Light System as described in Section 2.

4. Grantee shall have the continuing and perpetual right of ingress and egress for the above purposes and to maintain, replace, alter and repair said Light System.

5. Grantee shall restore and return Grantor's surrounding property to its original condition if said property is damaged or disturbed by the Grantee's establishment, installation, construction, use, maintenance, alteration, replacement, repair, operation, and removal of said Light System.

6. Grantee shall at its own costs remove said Light System within 30 days of abandonment of said system. Notice of abandonment shall be given by Grantee to Grantor, 30 days prior to said abandonment to the address specified under Section 11.

7. Grantee also covenants and agrees to indemnify, defend and save harmless Grantor from and against all cost and expense arising from, or in connection with any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantor may directly or indirectly suffer, sustain, or be subjected to by reasons of the establishment, installation, construction, use, maintenance, replacement, alteration, repair, operation, or removal of the Light System on, under, over, or from the property of Grantor, whether such damage be suffered or sustained by Grantor directly, or by its employees, patrons, or licensees, or other persons or entities, including Grantee its employees and agents, who may seek to hold Grantor liable therefor, except when proved by Grantee to be due directly to the negligence of Grantor.

8. The legal description and plat of light station 12 + 60 are delineated in Exhibit "B" attached hereto and made a part hereof.

9. The City hereby reserves the right to transfer its authority to establish, install, construct, use, maintain, repair, replace and operate said light system to the Federal Aviation Authority or any other state, regional, or local agency or commission in existence or subsequently created and established which assumes operation, control, and/or jurisdiction over Chicago Midway Airport.

10. This agreement is conditioned upon the acceptance and approval of the City Council of the City of Chicago.

11. All notices required to be given under this Agreement, including change of address shall be directed, in writing, to the Grantor, at c/o Charles C. Arado, Jr., 5757 North Lincoln Avenue, Chicago, Illinois 60659, and to the Grantee, directed to the Department of Law, Room 511, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, provided that this Section shall not apply if either party fails to notify the other, in writing, of a change of address.

12. This Agreement shall be executed in triplicate, each of which is to be deemed an original.

To have and to hold said easement and all rights appertaining thereto in perpetuity unto the Grantee, its successors and assigns until said Chicago Midway Airport shall be

abandoned and shall cease to be used for public purposes.

It is understood and agreed that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors and assigns of the Grantor.

In Witness Whereof, the Grantor have hereunto set their hands and seal this 28th day of October, 1985.

[Signature forms omitted for printing purposes.]

[Exhibits "A" and "B" printed on pages 30651
through 30654 of this Journal.]

AUTHORITY GRANTED FOR AMENDMENT TO AGREEMENT
WITH ILLINOIS BELL TELEPHONE COMPANY FOR
LEASE OF PREMISES AT CHICAGO-O'HARE
INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on February 13, 1986) to authorize the Mayor to execute an amendment to an agreement, passed by the City Council on 4/12/61, (Illinois Bell lease), begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

(Continued on page 30655)

EXHIBIT "A"

PAGE 1

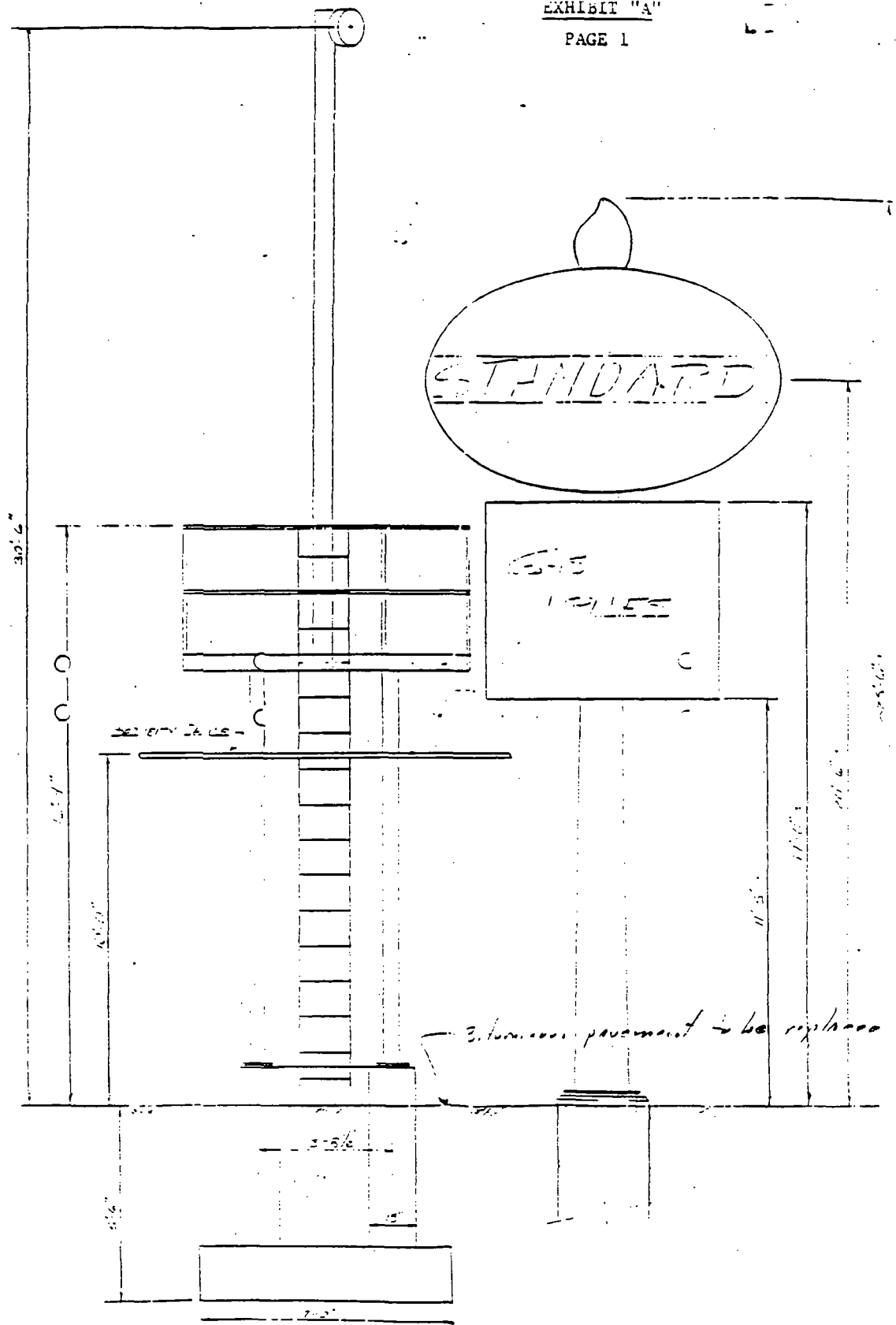


EXHIBIT "B"

PAGE 2

LIGHT STATION

LEGAL DISCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF SAID BLOCK 4; THENCE ON A BEARING OF NORTH 90°00'00" WEST AND ON THE SOUTHERLY LINE OF LOTS 1 THRU 9, A DISTANCE OF 230.8 FEET; THENCE ON A BEARING OF NORTH 0° 00' 00" PARALLEL WITH THE WESTERLY LINE OF SAID LOT 9, A DISTANCE OF 6.3 FEET TO CENTER OF LIGHT; AND COMMENCING AT THE CENTER OF LIGHT STATION NO. 12 + 60 THENCE NORTH 0°00'00" A DISTANCE OF 6.0 FEET TO THE PLACE OF BEGINNING; THENCE SOUTH 90°00'00" EAST A DISTANCE OF 6.0 FEET, THENCE SOUTH 0°00'00" A DISTANCE OF 12.0 FEET, THENCE SOUTH 90°00'00" EAST A DISTANCE OF 6.0 FEET TO THE POINT OF BEGINNING; AND CONTINUING UPWARD TO A HEIGHT OF FORTY-FIVE (45) FEET.

(Continued from page 30650)

Nays -- None.

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

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor is authorized to execute and the City Clerk to attest, subject to approval of the City Comptroller and the Commissioner of Aviation and approval as to form and legality of the Corporation Counsel, an amendment to an agreement authorized by ordinance passed by the City Council on April 12, 1961 (C.J.P. pp. 4703-4706), with Illinois Bell Telephone Company at Chicago-O'Hare International Airport, said amendment to be in substantially the following form:

*Amendment to Agreement
Between the City of Chicago
and Illinois Bell Telephone Company.*

This Agreement made and entered into this _____ day of _____ A.D. 1986 by and between the City of Chicago, a municipal corporation of the State of Illinois, hereinafter referred to as "City" and Illinois Bell Telephone Company, a corporation organized under and existing by virtue of the laws of the State of Illinois, hereinafter referred to as "Company".

Witnesseth:

Whereas, City and Company have heretofore entered into an agreement under date of May 26, 1961, authorized by the City Council, April 12, 1961 (C.J.P. pp. 4703-4706), hereinafter referred to as "said agreement", in and by which City, among other provisions, granted to Company certain premises to be occupied and used for the purposes therein stated, located at Chicago-O'Hare International Airport in the City of Chicago, Counties of Cook and Du Page, State of Illinois:

Now, Therefore, City, in consideration of the provisions and conditions set forth in said agreement, does hereby amend said agreement, and Company hereby accepts said privileges or premises therein set forth and upon the terms, conditions and provisions set forth and stated therein (to which reference is hereby made and which the parties agree will be incorporated, and shall be considered to be incorporated herein, by this reference thereto) except insofar and only insofar as said privileges, premises, terms, conditions and provisions are modified, changed or amended by the further provisions of this agreement.

It is hereby further agreed that the sole modifications of, changes in, and amendments to said agreement, which are hereby made therein, and which shall be applicable to all renewals and extensions as may be provided for therein, are as follows:

1. That part of the second paragraph on page 1 of said agreement containing a legal description of the demised premises and a reference to Exhibit "A" reading as follows:

A tract of land in the Northwest 1/4 of Section 8, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows, to wit: Commencing at the Northeast Corner of said Section 8; thence South 0° 05' 40" West along the East line of said Section 8, a distance of 162.70 feet; thence North 89° 54' 20" West, a distance of 2,875.56 feet to a point of beginning of said tract of land; thence West a distance of 259.75 feet; thence South a distance of 334.00 feet; thence East a distance of 259.75 feet to a point 2,875.01 feet North 89° 54' 20" West of the East line of said Section 8; thence North a distance of 334.00 feet to the place of beginning, containing 86,756.5 square feet, all as shown on Exhibit "A" . . . shall be and the same is hereby changed, modified and amended to read as follows:

"A tract of land in the Northwest 1/4 of Section 8, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows, to wit: Commencing at the Northeast Corner of said Section 8; thence South 0 degree 05' 40" West along the East Line of said Section 8, a distance of 162.70 feet; thence North 89 degree 54' 20" West, a distance of 2,875.56 feet to the point of beginning of said tract of land; thence West a distance of 168.75 feet; thence South a distance of 50.62 feet; thence West a distance of 91.00 feet; thence South a distance of 283.38 feet; thence East a distance of 259.75 feet to a point 2,875.01 feet North 89 degree 54' 20" West of the East Line of said Section 8; thence North a distance of 334.00 feet to the place of beginning, containing 82,150.08 square feet,

as shown on revised Exhibit "A" . . .

2. The last sentence of this same second paragraph, reading as follows:

"...The demised premises and its improvements shall be for the Company's exclusive use during the term of this lease."

shall be and the same is hereby changed, modified and amended to read as follows:

"...The demised premises and its improvements shall be for the Company's exclusive use during the term of this lease except for the following easements required by the City for construction related to the redevelopment of the Airport:

1. A parcel 25' wide by 283.38' long shown on Exhibit C attached hereto as Area A2, running along the west boundary of the demised premises from North to South. This easement is to be used only for the duration of the construction of a new electrical substation in connection with the expansion of the Heating and Refrigeration Building under ODP 701 (O'Hare Development Plan). City agrees to restore this area after the completion of construction and return it to the exclusive use of the Company.
2. A parcel of land 36' wide by 184' long, shown on Exhibit C as Area A3, with its west boundary running from North to South on a line 38' directly east

from and parallel to the west boundary of the demised premises. This easement is required for construction of an 8' 0" wide cable duct running in the center of the easement parcel. City agrees to restore this area after completion of construction. A manhole is planned in Area A3 for access to service the duct. Company shall allow access to the City for maintenance and repair of the cable duct during the balance of the term of said agreement."

3. The first paragraph of Article III appearing on pages 3 and 4 shall be deleted in its entirety and the following paragraph inserted in lieu thereof:

"Company shall pay City at the Office of the City Comptroller as ground rental for the amended demised premises the sum of Eight Thousand Two Hundred Fifteen and no/100 Dollars (\$8,215.00) per annum, predicated upon a rental rate of 10¢ per square foot, payable in advance in equal monthly installments of Six Hundred Eighty-four and 58/100 Dollars (\$684.58), effective the date of approval of authorizing ordinance by the City Council of the City of Chicago. In the event that this date is other than the first day of the month, said monthly payment shall be prorated according to the number of days of such month involved."

4. A new Section Article XX, shall be added to said agreement, reading as follows:

Equal Opportunity. Company, in performing under said agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor shall Company commit an unfair employment practice. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

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

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

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

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

Affirmative Action. Company 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, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Company 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. Company assures that it will require that its covered suborganizations provide assurances to Company that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

It is therefore agreed, that except solely as hereinabove modified, changed and amended, the privileges, premises, terms, conditions and provisions of said agreement shall apply to, and shall govern this amendment of said agreement and any and all further renewals or extensions thereof for any subsequent period which may be affected or made under and in accordance therewith.

Execution of this amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1986 (C.J.P. pp. _____).

In Witness Whereof, the City of Chicago has caused this instrument to be executed on its behalf by its Mayor, pursuant to due authorization of the City Council of the City of

Chicago, and its seal to be hereunto affixed and attested to by the City Clerk of the City of Chicago and Illinois Bell Telephone Company has caused this amendment to be executed on its behalf by _____ President and its corporate seal to be hereunto affixed and attested by _____ Secretary, pursuant to authorization of its Board of Directors, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

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

[Exhibits "A" and "C" printed on pages 30660
through 30661 of this Journal]

APPROVAL GIVEN FOR VARIOUS CONCESSIONS
AT CHICAGO AIRPORTS.

The Committee on Aviation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration a series of proposed ordinances transmitted with a communication signed by the Honorable Harold Washington, Mayor, to allow for the placement of various concessions at Chicago Midway and O'Hare International Airports: (a) Flower Peddler, Inc. - M.D.W. (referred 9/11/85), (b) Benjamin Book Midwest, Inc. - O.R.D. (referred 9/20/85), (c) Dobbs House, Inc. - O.R.D. (referred 9/20/85), (d) Players Enterprises - O.R.D., (e) Chicago Sports Section - O.R.D., (f) C. W. Sweet Treats - O.R.D., (g) Flower Peddler, Inc. O.R.D. and (h) Accent Chicago - O.R.D., begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinances, which are transmitted herewith.

These recommendations were concurred in unanimously by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) JUAN M. SOLIZ,
Chairman.

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

(Continued on page 30662)



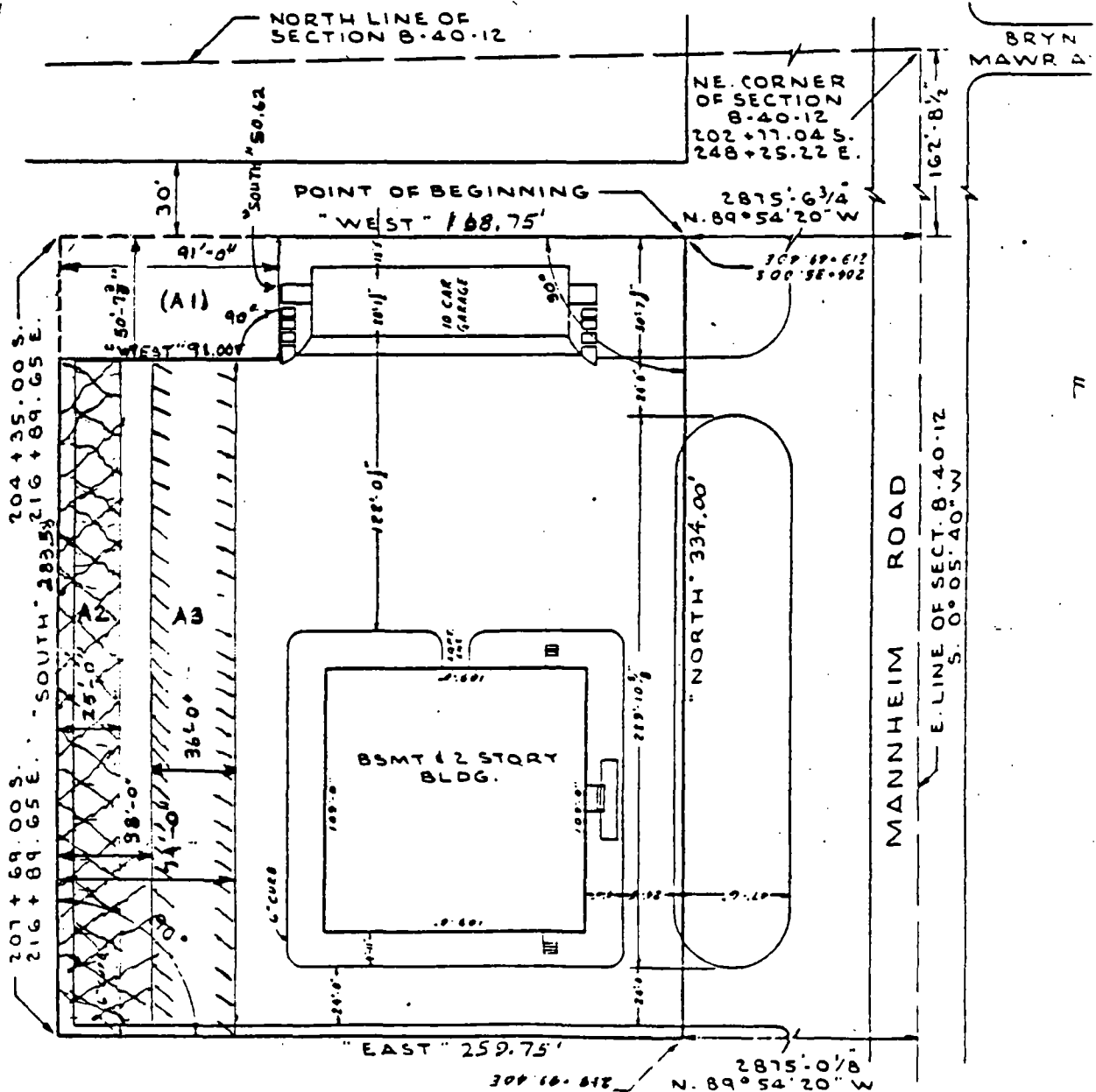
Plat of Survey

EXHIBIT C

JAMES, SCHAEFFER & SCHIMMING, Inc.

Engineers and Surveyors

"A tract of land in the Northwest $\frac{1}{4}$ of Section 8, Township 40 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois, bounded and described as follows, to wit: Commencing at the Northeast Corner of said Section 8; thence South $0^{\circ} 05' 40''$ West along the East Line of said Section 8, a distance of 182.70 feet; thence North $89^{\circ} 54' 20''$ West, a distance of 2875.56 feet to the point of beginning of said tract of land; thence West a distance of 188.75 feet; thence South a distance of 50.62 feet; thence West a distance of 91.00 feet; thence South a distance of 283.38 feet; thence East a distance of 259.75 feet to a point 2875.01 feet North $89^{\circ} 54' 20''$ West of the East Line of Said Section 8; thence North a distance of 334.00 feet to the place of beginning, containing 82,150.08 square feet,



(Continued from page 30659)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 49.

Nays -- None.

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

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):

Flower Peddler, Incorporated.

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Floral Shop Concession License Agreement for certain premises in the Terminal Building at Chicago Midway Airport, said Agreement to be substantially in the following form:

Floral Shop Concession and License Agreement.

This Agreement (hereinafter referred to as "Agreement"), made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Flower Peddler, Inc. an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago Midway Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a floral shop concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a floral shop concession area with the rights and privileges as herein set forth; now, therefore,

*Article I.**Premises.*

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, all of which Licensee accepts, does hereby grant unto Licensee the following area, for the purposes set forth herein at Chicago Midway Airport:

Space D117-D1, consisting of approximately 100 square feet in Terminal Building II as indicated in Exhibit "A" which is attached hereto and made a part hereof.

The license with respect to any area or space may be terminated by the Licensor as specified in Paragraph C(7) of Article V, Paragraph A of Article XXI, Article XXIII, or Article XXV.

*Article II.**Term.*

The term of this Agreement shall be for a period of three (3) years, beginning on _____, 1985, the day of approval of authorizing ordinance by the City Council of the City of Chicago and terminating on a date which is the third anniversary date of the beginning date.

Licensor reserves the right to request Licensee to operate an additional floral shop or cart when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$16.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees or to other specific conditions of termination or cancellation contained herein.

*Article III.**License Fee.*

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$16.00 per square foot per annum for all granted areas, temporary or existing that are at that time in use by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 20% of gross receipts of sales derived from the sale of flowers, corsages and plants at Chicago Midway Airport.

3.) An annual minimum percentage license fee that is not to be less than \$6,500.00, for the twelve month period immediately following the first day of the month immediately following the day of approval of the authorizing ordinance by the City Council. In subsequent years the annual minimum percentage fee shall be 80% of the actual percentage license fees paid by Licensee in the twelve month period immediately preceding, but not less than \$6,500.00 per annum.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage license fee noted above. The initial payment of the annual minimum percentage license fee is to be due on the first day of the month immediately following the day of approval of authorizing ordinance by the City Council.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago Midway Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C, of Article III. Annual minimum percentage license fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said floral shop concession operation, keep true and accurate accounts, records, books, and data, which shall show, among other things, all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not), and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said floral shop concession areas.

The term "Gross Receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all services for alike property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith; (4) that portion of receipts paid by Licensee to other florists for floral delivery of orders through F.T.D. or other such organizations, however, that portion retained by Licensee must be included in "Gross Receipts".

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedures must be described by the Licensee in writing and submitted for approval to the City Comptroller prior to the effective date of this Agreement. Any changes to these procedures must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

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

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

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

We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Flower Peddler, Inc., an Illinois corporation for the year ended _____ relating to floral shop concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and Flower Peddler, Inc., an Illinois corporation dated

_____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____.

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

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

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right at Chicago Midway Airport to operate a floral shop concession and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity at the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on a non-exclusive basis:

- (1) Flowers, real and artificial;
- (2) Corsages, real and artificial;
- (3) Plants, real and artificial;

- (4) Ancillary gift items, normally carried in floral shops.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities other than those enumerated above.

B. Specialty and/or Ethnic Shops Concession. Licensor reserves the right at any time to enter into agreements with others, including gift shop operators for the operation at the Airport of concessions dealing exclusively in particular lines of merchandise or service such as, but not limited to jewelry, toys, travel accessories, etc.

C. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensee, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee

A. Licensee agrees, as a necessary condition of this Agreement, to complete to the extent necessary the granted concession area at Chicago Midway Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter are the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Ten Thousand and no/100 Dollars (\$10,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

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

In these same spaces the Licensee will provide:

- (1) All necessary improvements not provided by the Licensor including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.

- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at Chicago Midway Airport:

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

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

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

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

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

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

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the granted premises provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Services to be Performed by Licensee.

A. Hours of Operation. The concession at Chicago Midway Airport shall remain open such hours as to maximize service to the public, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

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

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of each day in a place to be designated by the Commissioner of Aviation.

F. Floral Shop Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

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

Article VII.

Service to be Performed by the Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning, gardening or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensor agrees that Licensee's merchandise, including its quality, its schedules of prices, charges and rates for same, shall be within Licensee's discretion; however, in entering into this Agreement, Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a sale price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the

Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensors determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensors, under the provisions of Article XXIII.

B. Inspection and Review. At Licensors discretion, responsible representatives of Licensors and Licensee will confer for the purpose of making a complete inspection of Licensees operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensors may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in one or more locations, based upon the previous three (3) months average sale at each location, Licensors agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty-day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80%) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building II.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least 90 days which prevents or restrains the use of the floral shop concession area.
- (4) The breach by the Licensors in the performance of any covenant or agreement herein required to be performed by the Licensors and the failure of the Licensors to

remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a floral shop concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing at least ten (10) days before such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Section 7, Article 5 hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, other than a fire or other casualty resulting from any negligence of Licensee, but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty, other than a fire or other casualty resulting from any negligence of Licensee, is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty, other than a fire or casualty resulting from any negligence of Licensee, as to render the same untenable, and should Licenser fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licenser shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate.

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

Article XII.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
- (3) Comprehensive Automotive Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvement, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.

- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to City of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation	and	City Comptroller
City of Chicago		City of Chicago
121 North LaSalle Street		121 North LaSalle
Room 1111 - City Hall		Street
Chicago, Illinois 60602		Room 501 - City Hall
		Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the reasonable written demand of the City.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XIII.

"First-Source" Hiring Agreement.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T.. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T.. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

*Article XIV.**Indemnity.*

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including antitrust claims arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

*Article XV.**Inspection.*

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

*Article XVI.**Ingress and Egress.*

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

*Article XVII.**Assignment, Subletting, Change of Ownership.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, nor permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

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

Article XIX.

Redelivery.

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

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Six Thousand Five Hundred Dollars and no/100 Dollars (\$6,500.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

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

A. This Agreement is subject to the provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

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

or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement.

Article XXII.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by the Licensee shall not be deemed or considered as a continuing waiver and shall not operate to

bar or prevent the Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Article XXIII.

Default.

This entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602 Attention: Commissioner and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 2238 West 111th Street, Chicago, Illinois 60643 or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

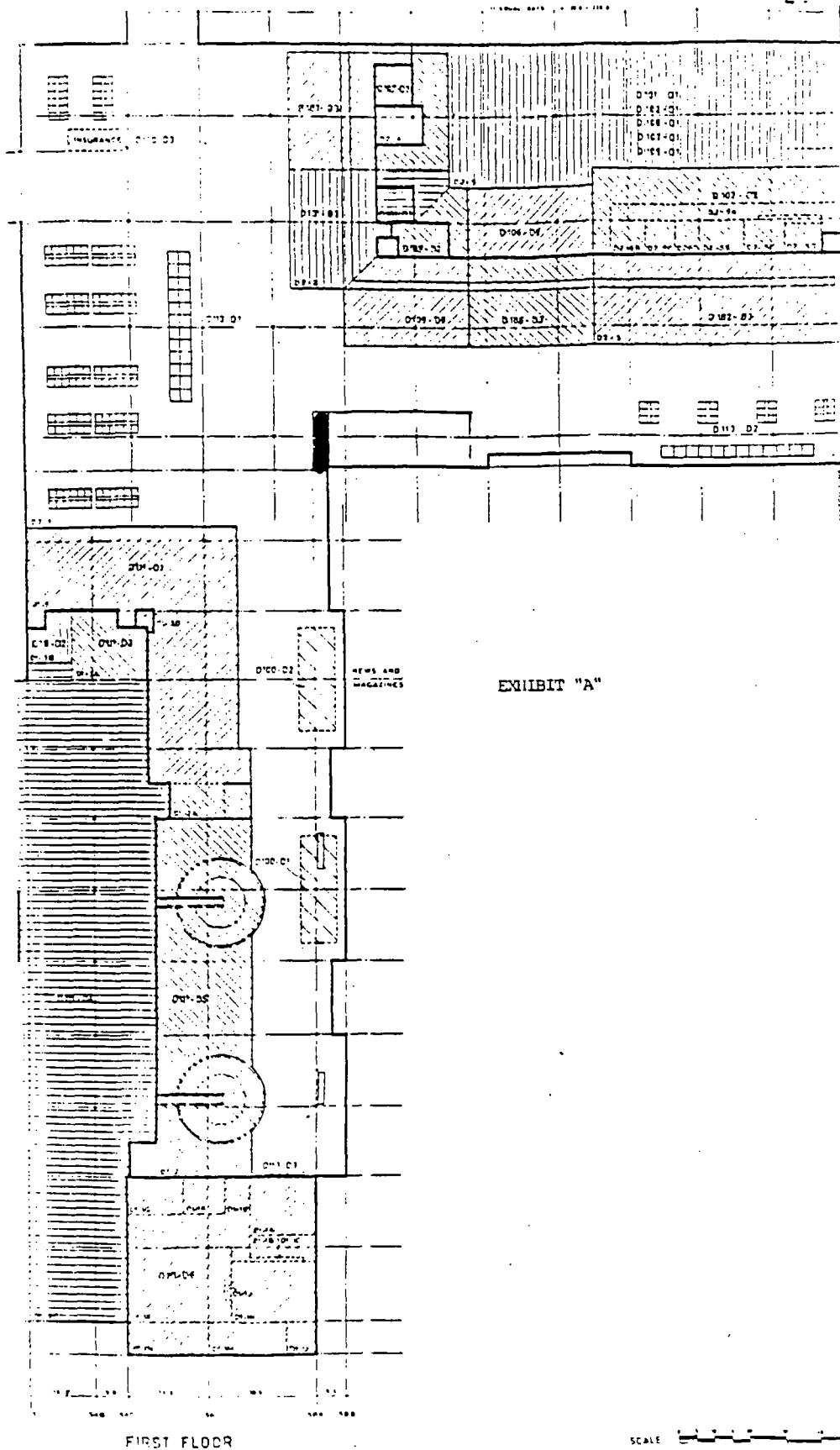
Article XXIX.

Prohibition of Recordation.

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

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

(Continued on page 30681)



(Continued from page 30679)

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

[Exhibit "A" printed on page 30680 of this Journal.]

Benjamin Book Midwest, Incorporated.

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Bookstore Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Bookstore Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Benjamin Book Midwest, Inc. an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

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

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth: now, therefore,

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area (sometimes referred to herein as

the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein at Chicago-O'Hare International Airport:

- (1) Space 2B33-U1, consisting of approximately 630 square feet in Terminal Building no. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.
- (2) Space 3B33-B1, consisting of approximately 525 square feet in Terminal Building no. 3 as indicated in Exhibit "B" which is attached hereto and made a part hereof.
- (3) Space 2B33-B1, consisting of approximately 200 square feet in Terminal Building no. 2 as indicated in Exhibit "C" which is attached hereto and made a part hereof.

The license with respect to any other area or space may be terminated by the Licensor as specified in this Agreement hereinafter.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of 90 days after the approval of authorizing ordinance by the City Council of the City of Chicago and after the approval of plans by the City or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor with respect to each of the licensed premises, separately, the following:

- 1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are at that time occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2.) (a) A percentage license fee of 11% of gross receipts derived by Licensee from operations at Chicago-O'Hare International Airport, in any license year in which gross receipts do not exceed \$1,000,000.00.

(b) A percentage license fee of 12% of gross receipts in any license year on that portion of gross receipts which exceed \$1,000,000, but do not exceed \$1,250,000.

(c) A percentage license fee of 13% of gross receipts in any license year on that portion of gross receipts which exceed \$1,250,000, but do not exceed \$1,500,000.

(d) A percentage license fee of 14% of gross receipts in any license year on that portion of gross receipts which exceed \$1,500,000.

3.) Notwithstanding the foregoing paragraph A (2) Licensee shall pay Licensor an annual minimum percentage license fee of \$144,000 for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement and for each year thereafter.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage license fee noted above. The initial payment of the annual minimum percentage license fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago- O'Hare International Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. Annual minimum percentage license fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession areas.

The term "Gross Receipts", as used herein, shall be construed to mean for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by _____, a _____ corporation for the year ended _____, relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and _____ a _____ corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____.

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The City may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided however, that if any discrepancies are discovered, the cost of the audit shall be borne by Licensee.

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

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right at Chicago-O'Hare International Airport to operate a concession and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated

below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other Licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licenser and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fix to the satisfaction of Licenser and to the extent necessary the concession area on the upper level of Terminal no. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licenser, in the minimum amount of Fifty Thousand and no/100 Dollars (\$50,000.00).

B. Installations by the Licenser and by the Licensee. In the concession area designated on Exhibit "A", the Licenser will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licenser.

- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

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

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

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

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

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

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public twelve (12) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee

whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the above-mentioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements, (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service.

Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensors prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensors, in the event that Licensee adds merchandise items, Licensee shall submit to Licensors not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensors' determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensors, under the provisions of Article XXIII.

B. Inspection and Review. At Licensors' discretion, responsible representatives of Licensors and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensors may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in one or more locations, based upon the previous three (3) months average sale at each location, Licensors agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article 5, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee), but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed licensee fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building no. 2 of the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Article XII.

Insurance.

Licencee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Complete Operations Coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.

- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as additional insured of the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the additional insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
121 North LaSalle Street
Room 1111 - City Hall
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 501 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the reasonable written demand of the City.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XIII.

"First-Source" Hiring Agreement.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions

which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First-Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First-Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First-Source Agreement. The failure of the Licensee promptly to execute in good faith, and then fulfill a First-Source Agreement with M.E.T. shall constitute a defaulting of this present City of Chicago Agreement.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims (including reasonable attorneys fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

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

Article XIX.

Redelivery.

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

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Seventy-five Thousand and no/100 Dollars (\$75,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

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

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement

entitled "Airport use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, physical or mental handicap or national origin shall be excluded

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or event, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the Licensor and Licensee, or as constituting the Licensee or any officer, owner, employee or agent of Licensee as agent, representative or employee of the Licensor

for any purpose or in any manner whatsoever. The Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 47 Murray Street, New York, New York 10007 Attention: Corporate Secretary, or to such other addresses as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not

materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of merchandise reads as follows:

*Benjamin Book Midwest, Incorporated
Chicago-O'Hare International
Airport Merchandise
Offered For Sale.*

Hard-cover books.

Paperback books, defined and known in the trade as "trade paperbacks," including all editions printed in foreign countries.

Paperback books, defined and known in the trade as "science fiction" paperbacks.

Paperback books, defined and known in the trade as "mass market" paperbacks.

Computer software.

Stationery and gift wrappings for items purchased from the facility.
The concessionaire may charge for gift wrapping.

Maps.

Local and regional directories to points of interest.

Book markers.

Calendars.

Address books.

Writing instruments, legal and memo pads.

Postcards.

Greeting cards.

[Exhibits A, B and C printed on pages 30701
through 30703 of this Journal.]

Dobbs Houses, Incorporated.

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to attestation of the City Clerk and approval as to form and legality by the Corporation Counsel, are authorized to execute on behalf of the City of Chicago a Duty Free Shop Concession License Agreement for Chicago-O'Hare International Airport, said agreement to be substantially in the following form:

Duty Free Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1985, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Dobbs Houses, Inc. a Delaware corporation, (hereinafter referred to as "Licensee").

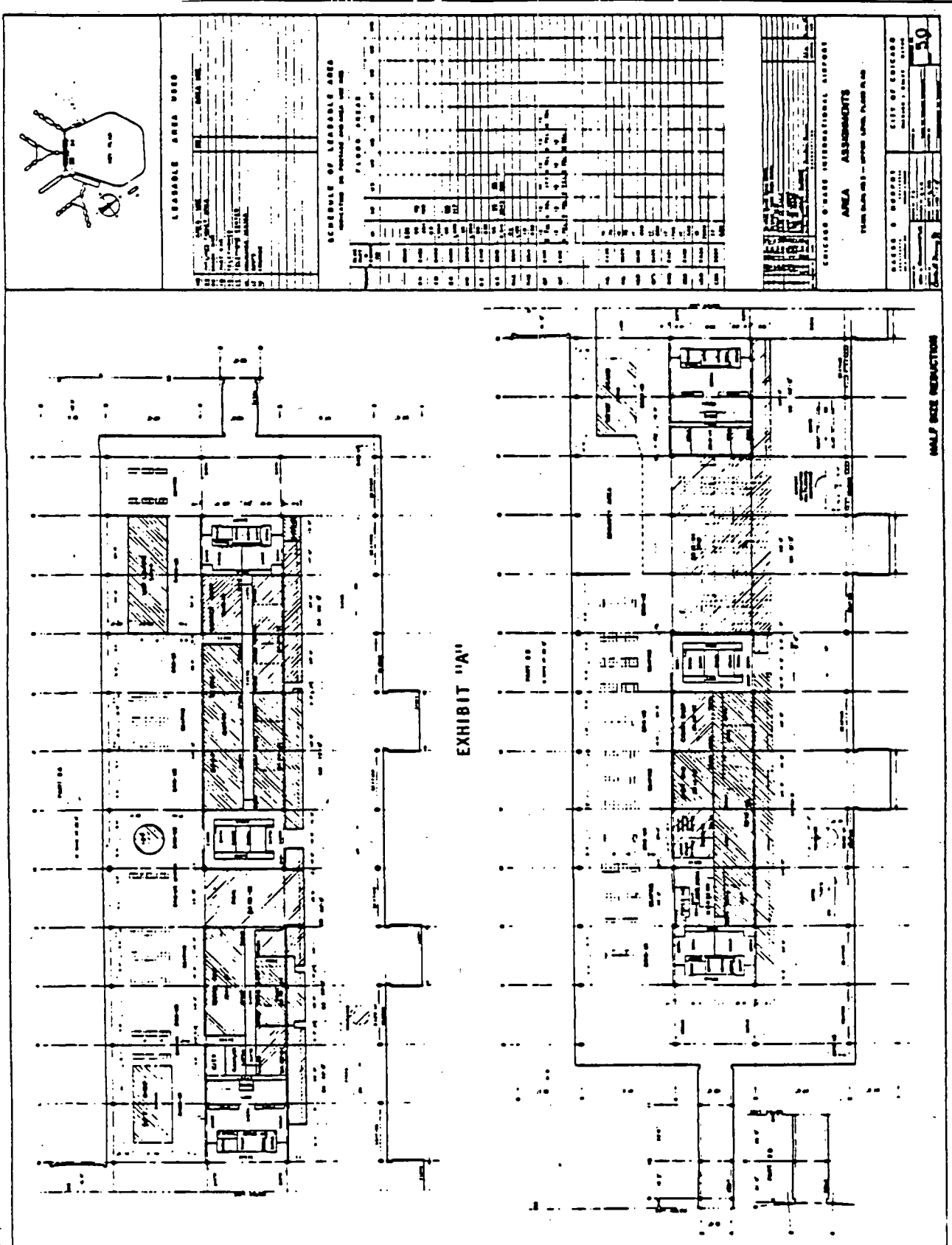
Witnesseth:

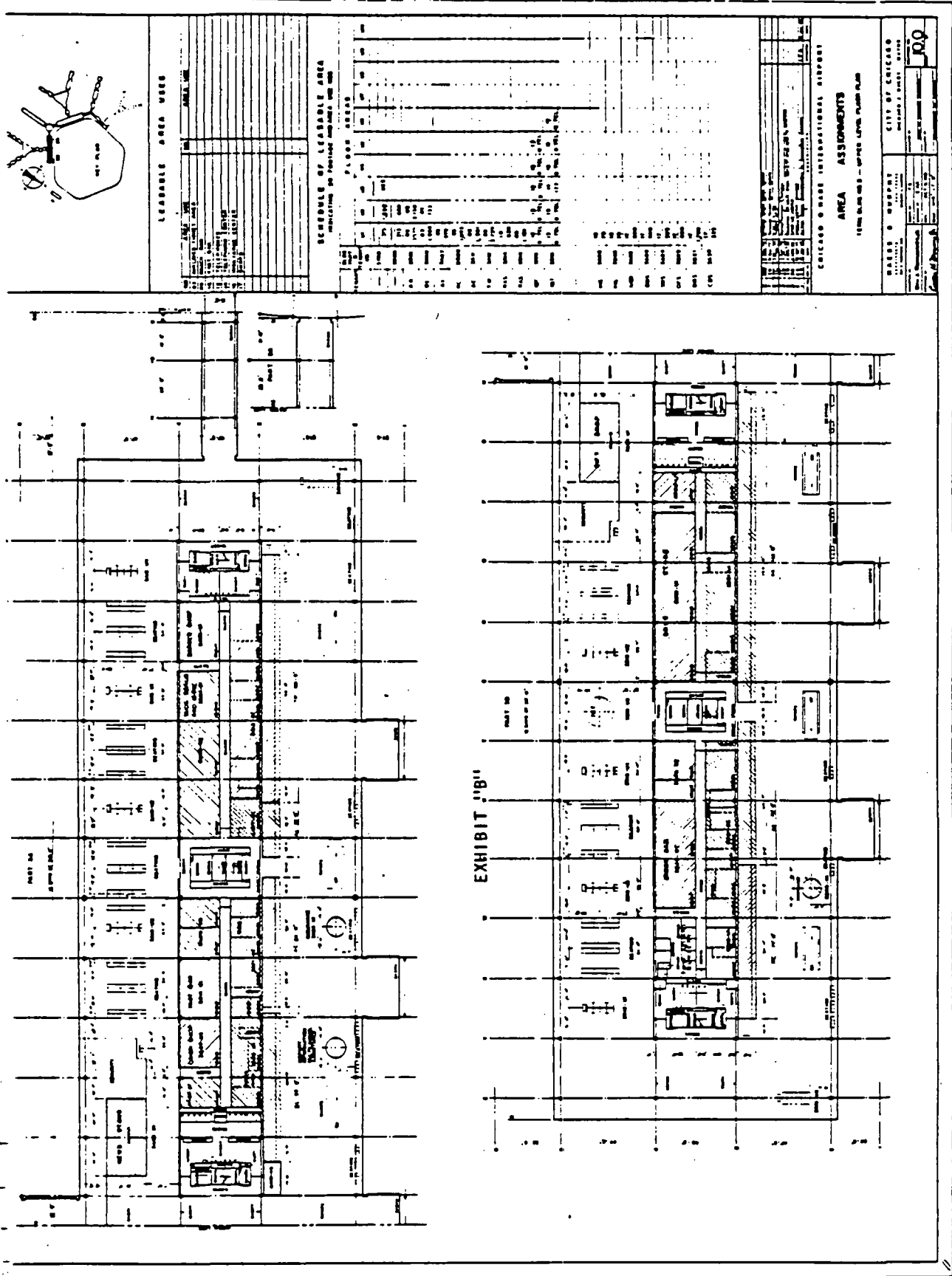
Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (hereinafter referred to as "Airport"), situated in the City of Chicago, Counties of Cook and DuPage, State of Illinois; and

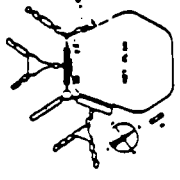
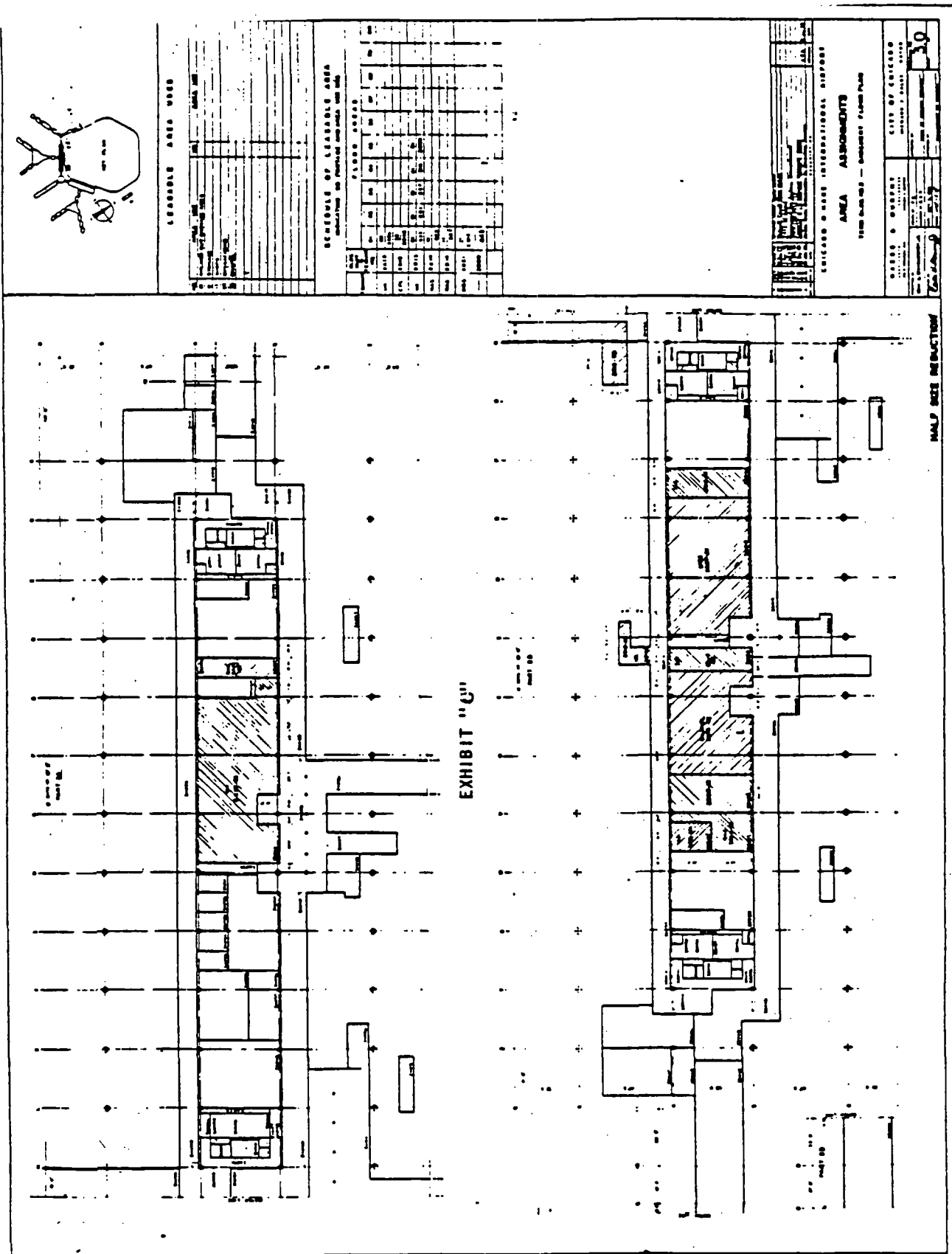
Whereas, Licensee desires to obtain from Licensor a license to operate a Duty Free Shop Concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a Duty Free Shop Concession area with the rights and privileges as herein set forth; now, therefore:

(Continued on page 30704)







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CHICAGO STATE INTERNATIONAL DISTRICT
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FROM 1940 TO 1950 - DISTRICT PLANNING

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CHICAGO STATE INTERNATIONAL DISTRICT
AREA ASSIGNMENTS
FROM 1940 TO 1950 - DISTRICT PLANNING

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(Continued from page 30700)

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, all of which Licensee accepts does hereby grant unto Licensee the following area (sometimes referred to herein as the "licensed premises" or "premises"), for the purposes set forth herein, at Chicago-O'Hare International Airport, described as Duty Free Shop Concession area:

- (1) Space 4A-51, consisting of approximately 1,920 square feet in Terminal Building IV as indicated in Exhibit "A" which is attached hereto and made a part hereof.
- (2) Space D51-U1, consisting of approximately 150 square feet in Terminal Building D as indicated in Exhibit "B" which is attached hereto and made a part hereof.
- (3) Space L51-U1, consisting of approximately 530 square feet in Concourse Building L as indicated in Exhibit "C" which is attached hereto and made a part hereof.

or such other area or areas as Licensee may be relocated to, pursuant to Article XXIV.

Article II.

Term.

The term of this Agreement shall be for a period of approximately twelve months beginning on _____ 1985, the day of approval of the authorizing ordinance by the City Council of the City of Chicago, and terminating on the last day of the twelfth month, following the day of certification for occupancy of the Duty Free Shop Concession Area described in Article I (1), or June 30, 1987, whichever date comes first.

The financial obligations of this Agreement, as approved, shall apply retroactively to Licensee to the date of the expiration of the preceding lease, as extended, which is April 15, 1985.

Licensee may operate mobile carts within Airport for the uses permitted herein, subject to the sole written consent of the Commissioner of Aviation. Any such operation of mobile carts shall be subject to Airport's rules and regulations and any other conditions reasonably required by the Commissioner of Aviation.

Licensee may request of the Commissioner of Aviation in addition to the premises granted above, space for use as an office, retail sales areas, storage of equipment or similar purpose in connection with its operation. If in the judgment of the Commissioner of Aviation space is available for the purpose requested, such space may in the Commissioner's discretion be provided to Licensee on such terms as are mutually agreed upon between the parties.

Licensors by and through the Commissioner of Aviation may from time to time offer to Licensee the right to operate, in addition to the concessions described in Article I hereof, duty free shops on the Airport where and when, in the sole discretion of the Commissioner, it is determined that it is necessary for the efficient functioning of the Airport and the convenience of the airline public. Upon such offer by the Commissioner, directed in writing to the Licensee, Licensee shall have the right, exercisable by written notice to the Licensor within thirty (30) days after receipt of the offer, to accept same and commence the installation and operation of such additional duty free shops on such terms and conditions as may be mutually agreed upon between the parties. Any such additional Duty Free Shop Areas shall be subject to fixed license fee and percentage license fee as described in Article III A.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions and covenants, including consideration, herein contained.

In the event that air international transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. (1) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

(2) During the term of this Agreement, Licensee agrees to pay Licensor a percentage license fee of 30% of that portion of gross receipts (as hereinafter defined) for each month which exceeds \$136,000.00, if any.

B. Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentage of gross receipts for each such calendar month, if gross receipts in that month exceeds \$136,000.00.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts (certified by an officer of Licensee), for each location at Chicago-O'Hare International Airport, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds, required by adjustments, shall be made concurrent or prior to the submission of the "Statement of Sales and Fees" required by Paragraph D of Article III.

C. Records of Licensee. The Licensee shall, with respect to its Duty Free business keep true, complete and accurate accounts, records, books and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's Duty Free business.

The term "Gross Receipts", as used herein, shall be construed to mean, for all the purposes herein, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees of Licensee at a discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

The term "Improvements", as used herein, shall be defined as all fixtures, furnishings, trade fixtures, finishes, carpeting and flooring, wall finishes, ceilings, lighting, electrical work, shelving, architect's fees, if any, and any other improvement to the concession areas in Terminals II and IV to be made by Licensee at a total cost of approximately \$60,000.00. The "Improvement" shall be depreciated over a twelve (12) month period on a straight-line basis. Material or equipment which is already owned and capable of being satisfactorily adapted for use shall be installed in the concession areas. It is understood that Licensee shall not be required to expend in excess of \$60,000.00 for "Improvements".

Any "Improvements" to additional Duty Free Shop Areas as allowed in Article II shall be depreciated on a straight line basis over the months remaining in the twelve (12) month term of this Agreement and twice the amount of such monthly depreciation will be added to the monthly gross receipt amount of \$136,000.00 which constitutes the base over which percentage license fee is due Licensor from Licensee.

All "Improvements" and reused material except equipment shall vest in the City at the termination of the twelve (12) month depreciation period.

The term "equipment" as used herein, shall be defined as all assets, items of equipment, vehicles, office furniture and equipment, computers, computer terminals and software, and fixtures currently used in the operation of the duty free shop concession.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping,

accounting, and internal control procedures must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to these procedures must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days after the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licenser of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licenser.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licenser):

We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Dobbs Houses, Inc. a Delaware corporation, for the period ended _____ relating to Duty Free Shop Concession operations at Chicago O'Hare International Airport pursuant to an Agreement between the City of Chicago and Dobbs Houses, Inc. a Delaware corporation, dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____.

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

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

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

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

Article IV.

General Description of the Concession.

The term Duty Free Shop as used in this lease and Agreement shall mean and shall be limited to the sale and/or delivery of merchandise designated for use or consumption outside the United States of America, said merchandise being free from normal duties, tariffs or taxes. Payment for such merchandise is to be required in legal tender denominated in United States or Canadian dollars.

A. Merchandise. Licensee shall have the right at Chicago-O'Hare International Airport to operate a Duty Free Shop Concession and in connection therewith, shall have the right to and shall sell Duty Free Shop items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below, on the basis indicated, without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to sell on a non-exclusive basis:

(1) Alcoholic Beverages	(10) Radios
(2) Tobacco Products	(11) Sunglasses
(3) Binoculars	(12) Small Leather Goods
(4) Small Electronics	(13) Handbags
(5) Writing Instruments	(14) Scarves
(6) Perfume and Cologne	(15) Ties
(7) Timepieces	(16) Photographic Equipment

(8) Jewelry (Precious and Costume)	(17) Crystal
(9) Lighters	(18) Figurines
	(19) Purse Accessories.

Except, without the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type nor shall he engage in any activities other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licenser and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licenser and to the extent necessary the concession area in Terminal IV at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed no later than ninety (90) days following such approval. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense. Licenser and Licensee agree that Licensee's investment in improvement, decor and equipment shall not exceed \$60,000.00.

B. Installations by the Licenser and by the Licensee. In the concession area designated on Exhibits "A" and "B", the Licenser will provide:

- (1) Adequate heat and ventilation, the adequacy to be determined by the Licenser.
- (2) Enclosure walls, if required, in any open wall areas of the concession areas, such enclosure walls to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (3) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licenser:

- (1) All necessary improvements not provided by the Licenser including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.

- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

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

- 1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.
- 2.) Plans and specifications, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner of Aviation and the Commissioner of Public Works of the City of Chicago (hereinafter referred to as "Commissioner of Public Works"). Review of plans and specifications shall be completed within 30 days of submission by Licensee.
- 3.) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the concession area shall be subject at all times to inspection by Licensor without additional cost to Licensee. Licensee shall give or cause to be given to the Commissioner of Aviation and the Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and all applicable governmental laws, ordinances, rules and regulations.
- 4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor, however that portion of the cost of review that exceeds \$3,000.00, if any, may be deducted from the initial remittance(s) of percentage fee.
- 5.) Licensee, except as otherwise provided in Article VII, shall at all times throughout the term hereof, maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.
- 6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon, free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least two hours prior to the departure of any international flight, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to open for longer periods as directed in writing by said Commissioner of Aviation. Licensee shall have personnel available to deboard merchandise in the event of a flight return, in accordance with U. S. Customs Regulations.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Duty Free Shop Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of the installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in Airport Duty Free Shops. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensee, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

*Article IX.**Property Rights Upon Termination.*

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all of Licensee's "equipment", as defined in Article III, installed or used upon said premises by Licensee to the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase the "equipment". In the event the Licensor exercises its option to purchase the "equipment", as defined in Article III, (and as more fully set forth in Exhibit "D" hereto), it is agreed that the purchase price shall be \$28,000.00 for all equipment.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements used by it under this Agreement.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensor will include as a condition of approval that any replacement operator of a Duty Free Shop Concession at Chicago-O'Hare International Airport be required to purchase from Licensee all bonded products in inventory at time of termination that do not exceed in value 100% of the average value of the bonded products inventory in the ninety days prior to the termination date. The value of the bonded products inventory shall be Licensee's purchase cost reflecting all discounts and rebates or the fair market value, whichever is less. If Licensee and the replacement concessionaire are unable to agree on a product cost, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and the three appraisers so named shall determine the value of the bonded product items, which determination shall be final and binding upon Licensee and replacement concessionaire.

*Article X.**Damage or Destruction of Premises.*

Should any portion of the granted premises be partially damaged by fire or other casualty, other than fire or other casualty not caused by the negligence of Licensee, but not be rendered unusable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty, other than a fire or other casualty caused by the negligence of Licensee, is so extensive as to render any portion of the premises unusable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty other than fire or other casualty caused by the negligence of Licensee, as to render the same unusable, and should Licenser fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licenser shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate.

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

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

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Section XXII hereof. Provided however that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XI.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverages.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.

- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of its officers, agents, and employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
121 North LaSalle Street
Room 1111 - City Hall
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 501 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XII.

"First Source" Hiring Agreement.

The Licensee agrees to negotiate and execute an Agreement with the City of Chicago, Mayor's Office of Employment and Training (M.E.T.) to the effect that Licensee will use M.E.T. as its first source of recruitment and referral in hiring for applicable positions

which become vacant during the life of this Agreement. The Licensee and M.E.T. shall negotiate terms, covered positions, customized training, training subsidies, and procedures, including the provision that the Licensee will make all decisions on filling covered positions, provided additionally that Licensee agrees to make every good faith effort to hire from referrals made by M.E.T. The Licensee shall present to M.E.T. a First Source Prospect Notification within 10 days of the date of execution by the City of this Agreement and to execute promptly a First Source Agreement with M.E.T. Thereafter, the Licensee agrees to submit Hiring Summaries as requested by M.E.T. to report fulfillment of the First Source Agreement.

Article XIII.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, (including but not limited to antitrust claims), demands and actions of any kind and nature, (including reasonable attorneys fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XIV.

Inspection.

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

Article XV.

Ingress and Egress.

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

Article XVI.

Assignment, Sublicensing, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or

corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written consent of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXII hereof.

Article XVII.

Signs.

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

Article XVIII.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XIX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Seventy-five Thousand Dollars (\$75,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XX.

*Subject to Airline Agreements, Non-discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airport.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, physical or mental handicap or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be

subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement.

Article XXI.

Non-Waiver.

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

Article XXII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIII.

Independence of Agreement.

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

*Article XXIV.**Rules, Regulations, Laws, Ordinances and Licenses.*

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

In the event of such required relocation, Licensor will allow Licensee to deduct documented cost of such relocation from Licensee's next payment for fees payable, due as required by Article III, A(2). Should such required relocation require additional "Improvements", the amortization of such "Improvements" will be governed by Article III, C of this Agreement.

*Article XXV.**Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 5100 Poplar Avenue, Memphis, Tennessee 38137, Attention: Corporate Secretary, or to such other addresses as the parties may designate to each other in writing from time to time.

*Article XXVI.**Paragraph Headings.*

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

*Article XXVII.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXVIII.

Prohibition of Recordation.

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

Article XXIX.

Entire Agreement.

This Agreement constitutes the entire Agreement between the parties, supersedes and makes void all prior agreements for operation of a Duty Free Shop (except as hereinafter provided) and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon such Agreement that are not set forth herein at length. Provided however, nothing herein contained shall in any way be deemed to release Licensee from the payment of any amounts due and owing under any previous agreement.

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

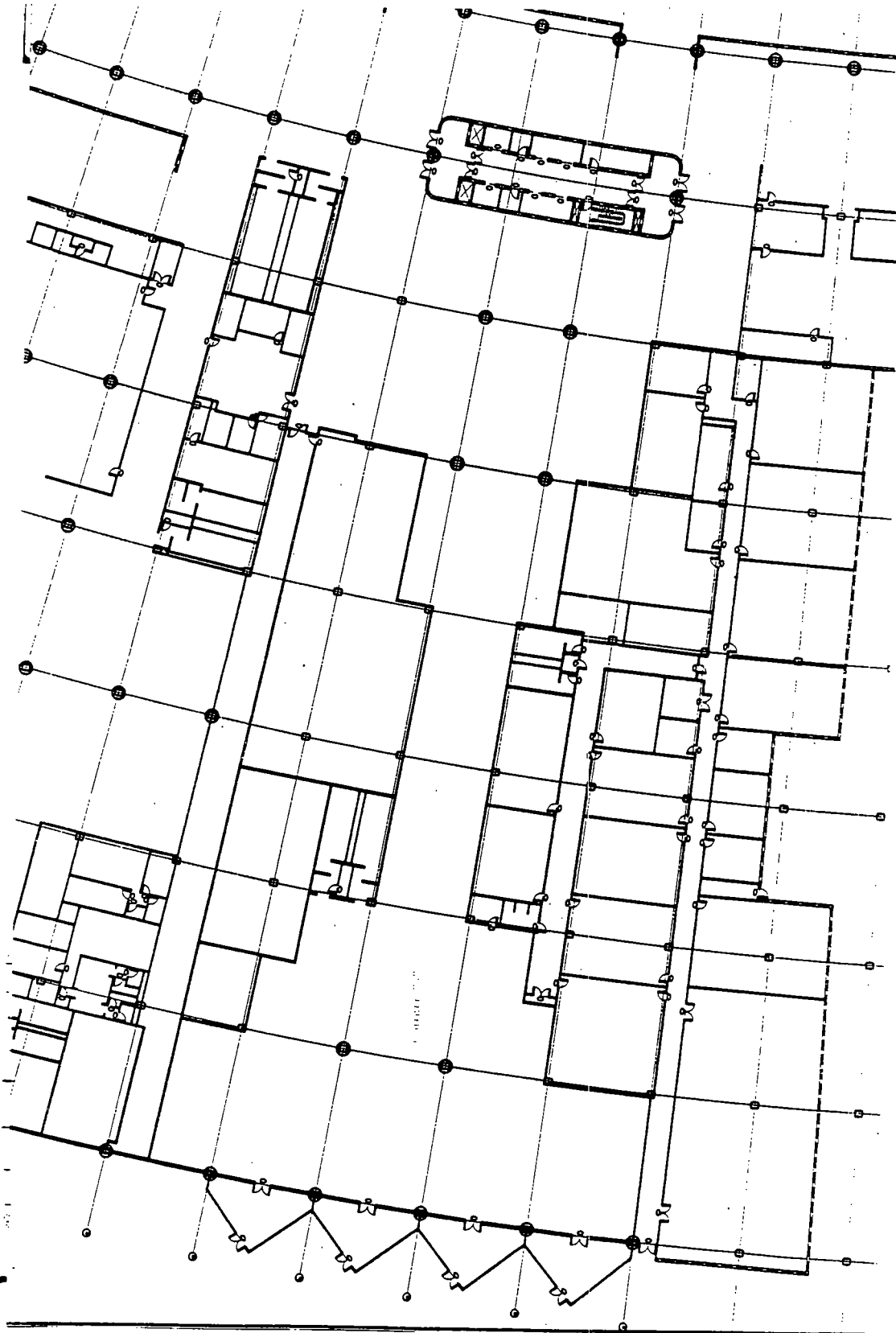
SECTION 2. This ordinance shall be in force and effect from and after its passage.

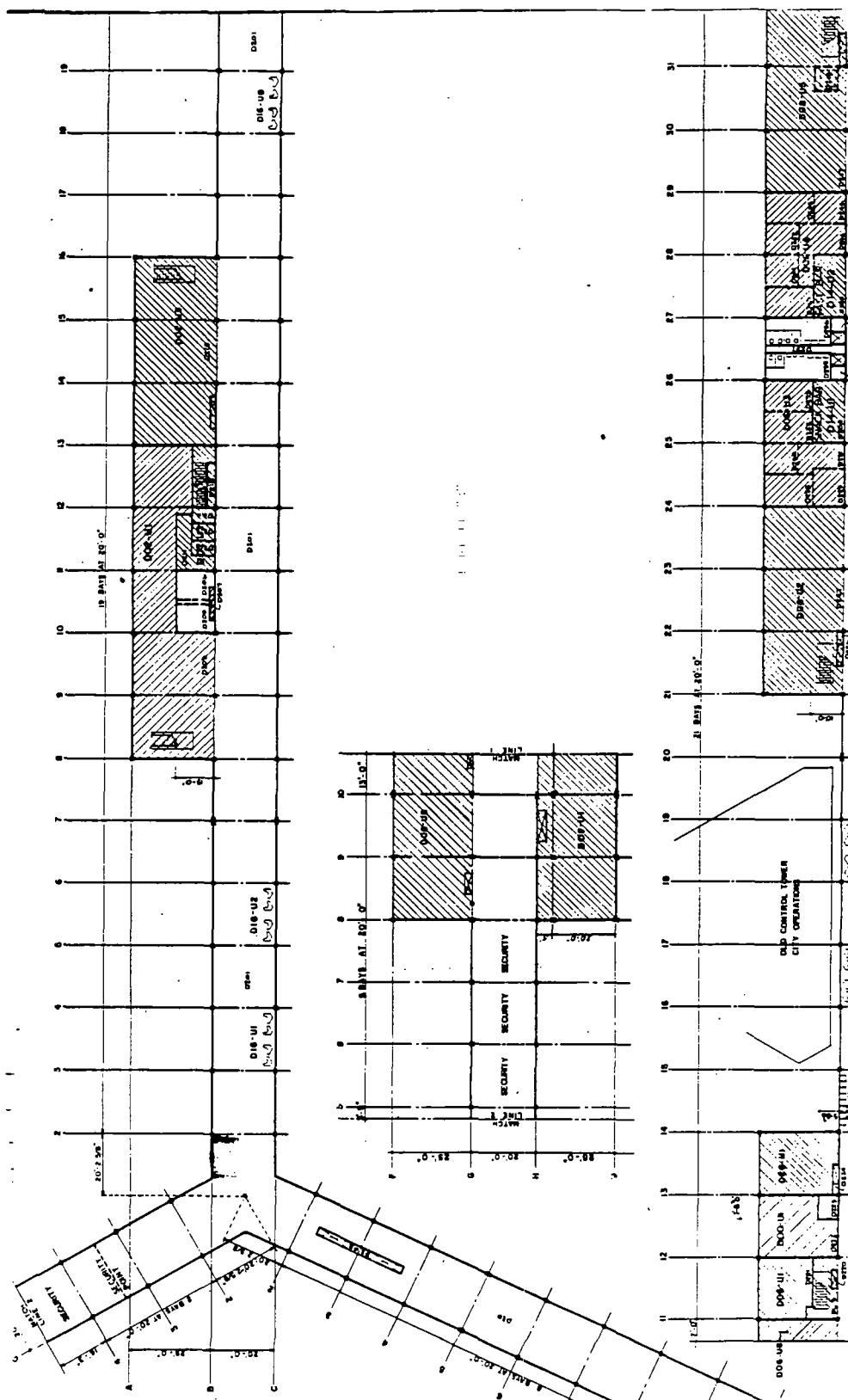
[Exhibits A, B and C printed on pages 30722
through 30724 of this Journal.]

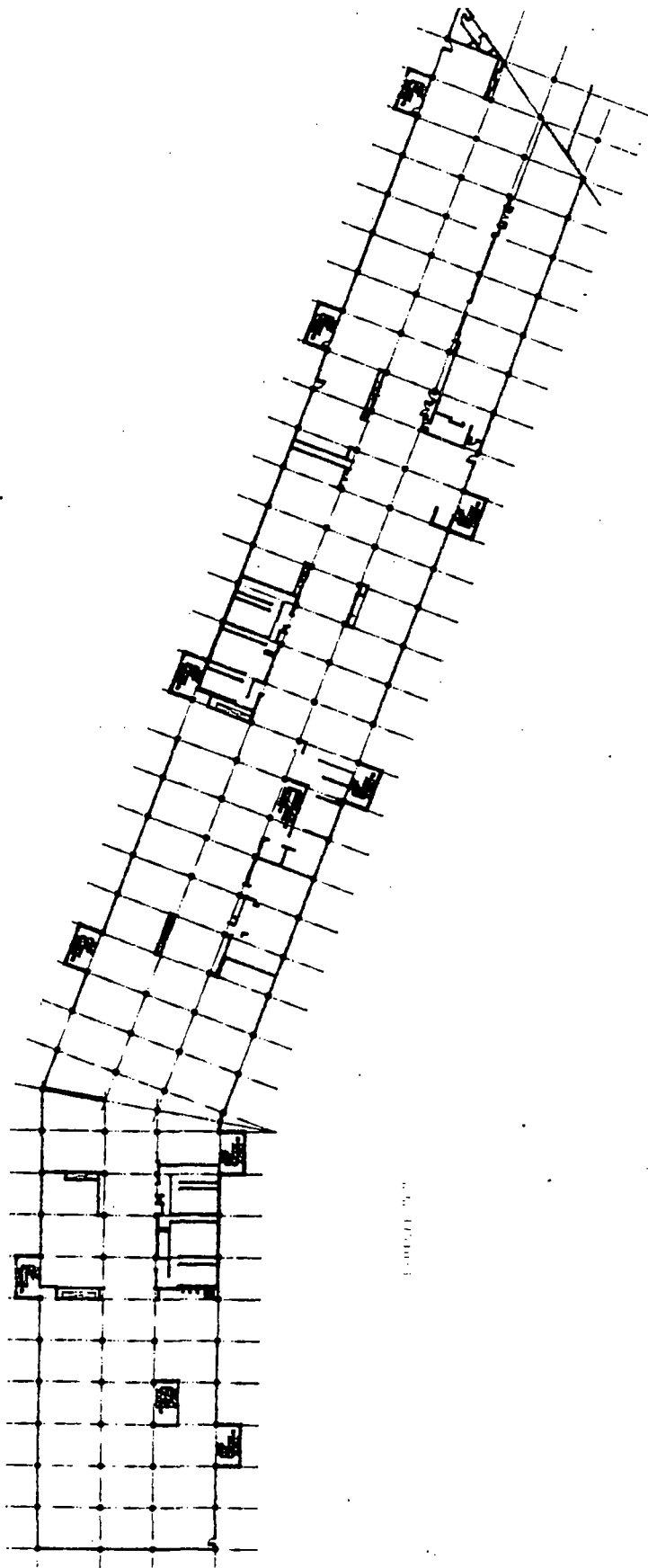
Players Enterprises Chicago-O'Hare, Incorporated.

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

(Continued on page 30725)







(Continued from page 30721)

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Sports Store Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Sports Store Concession License Agreement.

This Agreement (hereinafter referred to as "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Players Enterprises Chicago-O'Hare, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

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

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth:

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein, to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein at Chicago-O'Hare International Airport:

- (1) Space 2A114-U1, consisting of approximately 750 square feet in Terminal Building no. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.
- (2) Space 2A114-B1, consisting of approximately 200 square feet in Terminal Building no. 2 as indicated in Exhibit "B" which is attached hereto and made a part hereof.

Or such other area or areas as Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are at that time occupied by Licensee, with payment equal to 1/12 thereof, due each month, in advance.

2.) A percentage license fee of 22% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee").

3.) Notwithstanding the foregoing paragraph A (2) Licensee shall pay Licensor an annual minimum percentage license fee of \$112,000 for the twelve-month period immediately following the first day of the month immediately following the beginning date of this Agreement and for each year thereafter ("Minimum Percentage Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago- O'Hare International Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. Annual minimum percentage license fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "Gross Receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping,

accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licenser with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licenser with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licenser of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licenser.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licenser):

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

In our opinion, the accompanying statement of receipts showing gross receipts of _____, presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____.

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

Licensee's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

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

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a photo processing concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated, without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to provide on an exclusive basis the following services: (1) On-site film processing and development, (2) On-site photo enlargement including poster size enlargements. The exclusivity shall be limited to Terminal Building no. 2 and the adjoining "E" and "F" Concourses. During the term of this Agreement, Licensor agrees not to grant a Photo Processing Concession License to any other party on terms more favorable than those granted to Licensee including location, percentage license fee and annual minimum percentage license fee.

Licensee shall be permitted to sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fix to the satisfaction of Licensor and to the extent necessary, the concession area on the upper level of Terminal Building no. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue no later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Fifty-five Thousand and no/100 Dollars (\$55,000.00); or such sum as will meet the decor and other requirements of the contract.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure wall and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

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

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

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

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

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

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may

upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public fourteen (14) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

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

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of the installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in Licensee's other retail stores in the Chicago metropolitan area. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall

submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises; based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all of Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C (7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee), but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its

expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building no. 2 at the Airport be damaged by fire or other casualty, (unless casualty caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Section XXIII hereof. Provided however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.

- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
121 North LaSalle Street
Room 1111 - City Hall
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the reasonable written demand of the City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as "First Source Agreement" for

the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims (including reasonable attorneys fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

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

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, physical or mental handicap or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be

subjected to discrimination, and (3) that Licensee shall use the granted premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

The breach of any of the above non-discrimination covenants, shall constitute cause for the Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

*Article XXV.**Rules, Regulations, Laws, Ordinances and Licenses.*

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the traveling public where and when in the opinion of said Commissioner, same is necessary for the proper functioning of the Airport. In the circumstance that Licensor is unable to provide a suitable substitute location, Licensee may request cancellation of this Agreement under the terms defined in Article V, C. 7).

*Article XXVI.**Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 3303 Goodfellow Boulevard, St. Louis, Missouri 63120, Attention: Corporate Secretary, or to such other addresses as the parties may designate to each other in writing from time to time.

*Article XXVII.**Paragraph Headings.*

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

*Article XXVIII.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

*Article XXIX.**Prohibition of Recordation.*

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

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

[Initial Schedule of Merchandise and Exhibits "A" and "B" printed
on pages 30744 through 30747 of this Journal.]

Chicago Sports Section, Incorporated.

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Sports Store Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Sports Store Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois (hereinafter referred to as "Licensor") and Chicago Sports Section, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

(Continued on page 30748)

INITIAL SCHEDULE OF MERCHANDISE

CHICAGOLAND
SPORTS CHAMPIONS, INC.

"EXHIBIT"
MERCHANDISE

MAJOR SPORTS LOGOED MERCHANDISE & ALL SPORTS RELATED ITEMS INCLUDING:

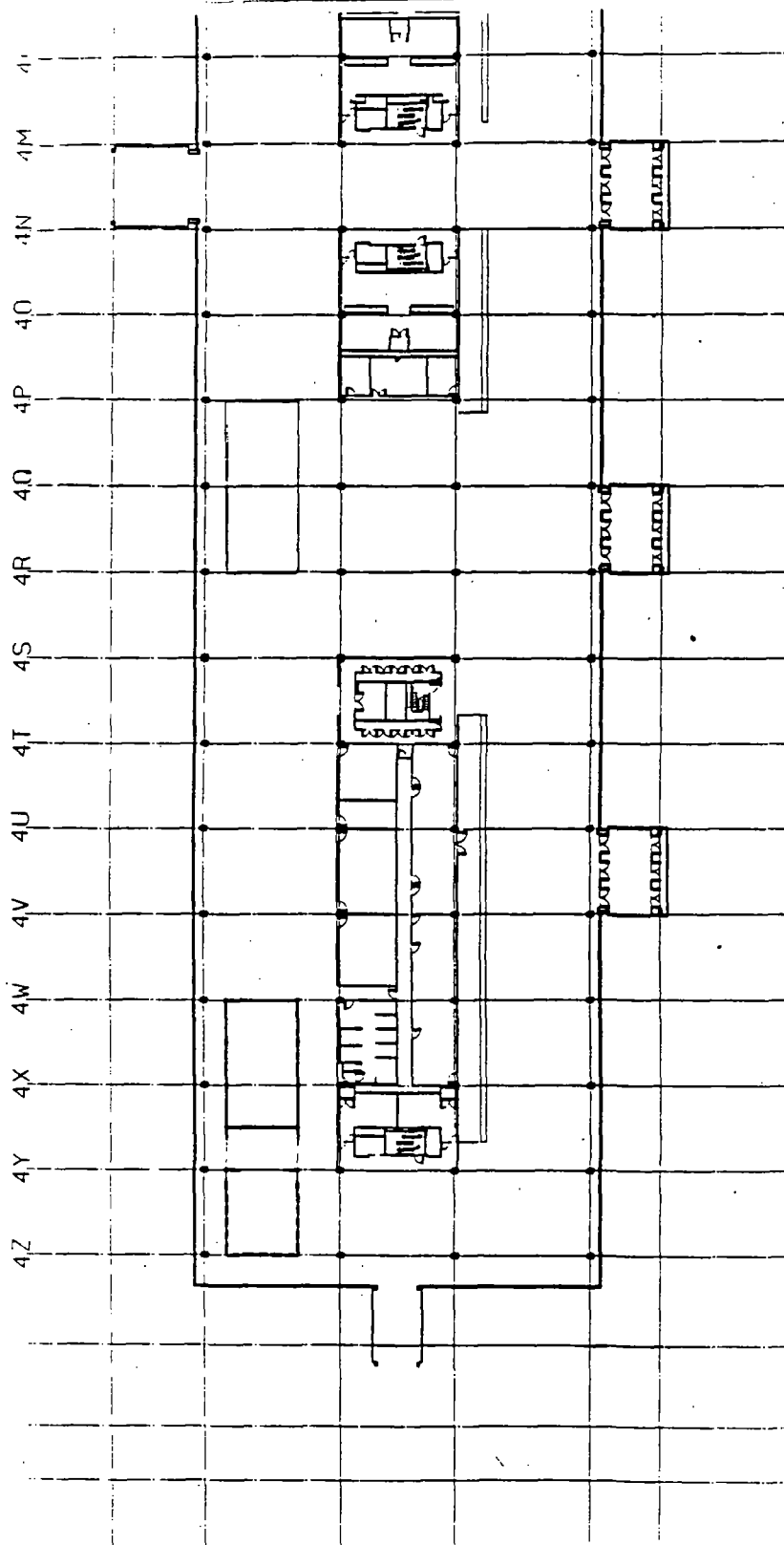
- A. Sports Equipment
- B. Apparel & Accessories
- C. Souvenirs & Memorabilia
- D. Sports Sundries (Products endorsed by Players)

<u>DESCRIPTION</u>	<u>RETAIL</u>
Hall of Fame Baseball Signed	\$ 7.95
Hall of Fame Baseball Stamped	5.95
Hall of Fame Envelope	12.95
Major League Baseball Signed	12.95
Official Baseball Caps	19.95
NFL/Major League Flasher Button	7.95
Buttons	1.50
NFL/MLB Sports Miniature Key Ring	4.95
Sports Miniature Key Ring	3.99
Key Ring	2.50
NFL/MLB Pencil	1.99
What Knots	5.00 - 12.00
Lighters	1.99
Patches	1.50
NFL/MLB Souvenir Pens	5.95
Braclets (Souvenir)	4.00
Souvenir Spoons	4.00
Souvenir Shot Glass	9.00
Ashtray	10.00
Rug	10.50
Autograph Ball w/Pen	12.00
Cooler Caddy	8.95
NFL/MLB League Penant	2.95
Souvenir Rings	3.99
Stuffed Animals	9.95 - 11.95
Miniature Trophy	15.95 - 18.95
CapaBrella	22.95
BroccaBrella	4.99
Umbrella	10.00 - 25.00
Balloon	2.00
Collector Plates	15.95
Mugs	19.95
Banks	5.95 - 15.00
Lou Brock History Tray	9.00
Collectors Trophy	9.00
Pocket Trivia Cards	5.95
Comb & Brush	1.79 - 1.99
Tote Bag	19.95
Basketball & Soccerball	40.50
Overnight Bag	25.00 - 29.00
Bee-Bop Hat	8.00 - 15.95
NFL/MLB Flasher Cap	15.95
NFL/MLB Baseball Cap	7.00 - 9.00
NFL/MLB Football Cap	7.00 - 9.00

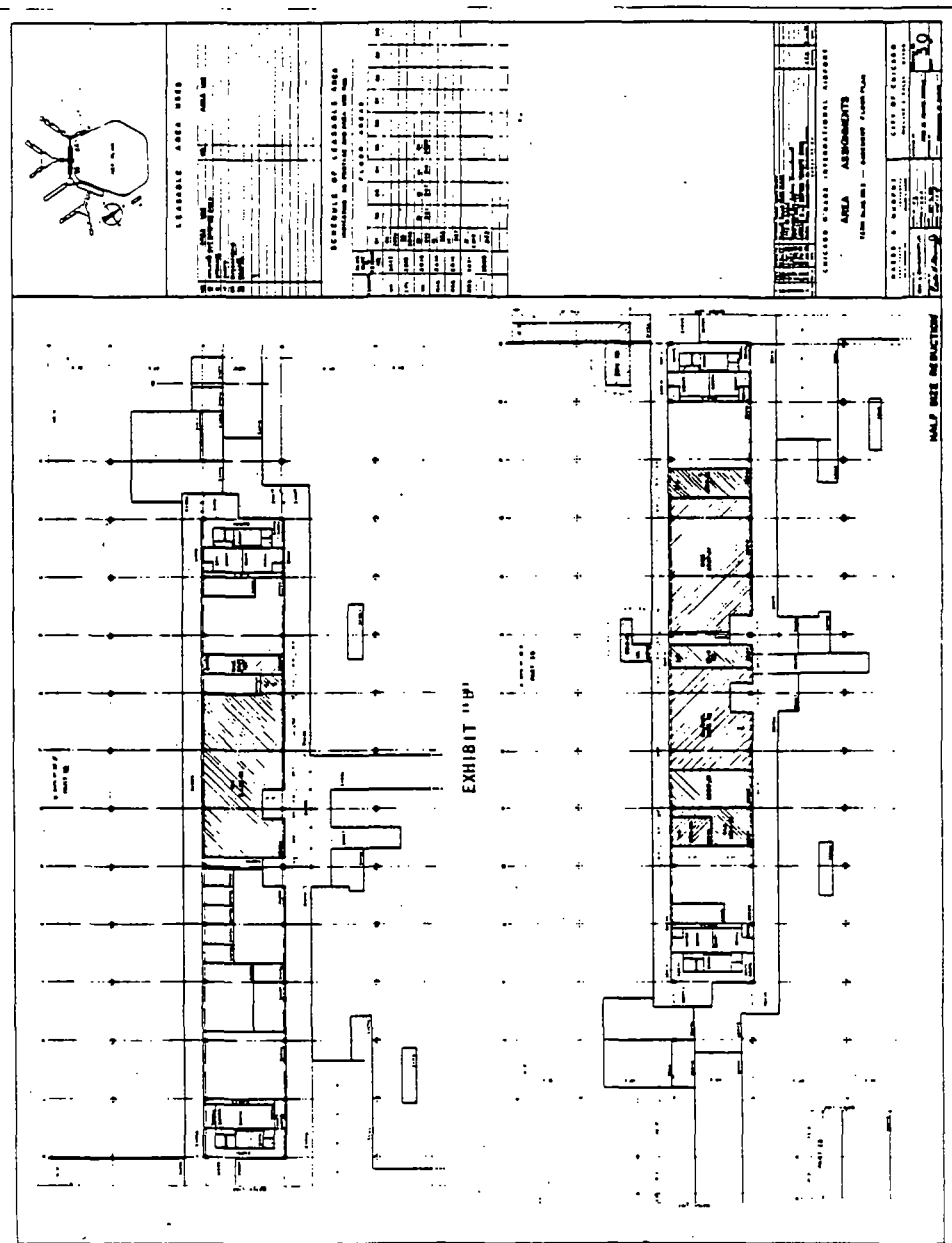
Painter Cap	\$ 6.00 - 7.00
Collectors Cap	10.00
Adult Jacket	70.00
Adult T-shirt	10.95 - 21.95
NFL/MLB Shirts	25.00
Adult Sweat Pants	19.95
Youth Sweat Pants	19.95
Youth Sweat 2pc.	25.00
Youth T-shirt (NFL/MLB)	10.95 - 18.95
Youth 2pc.	19.95
Infants 2pc.	15.95
Infants Sports T-shirt	9.95 - 12.95
Infants Sports Sweat Shirt	12.95
Toddlers 2pc.	19.95
Toddlers T-shirt	9.00
Toddlers Pants	7.95
Neck Tie	15.95
NFL/MLB Socks	3.99
Sporting News (paper)	1.95
Adult Sweat Shirt	25.00
Helmet	5.99
Sunglasses	10.00 - 25.00
Scarfs & Hankies	10.00 - 25.00
Warm-Ups	40.00 - 70.00

SPORTS SUNDRIES - (Products endorsed by Players and/or Teams)
*shaving cream, razors, soap, cologne, after shave lotion, etc.
Retail prices will vary.

PLUS MANY OTHER ITEMS.



TERMINAL 2 PART 1 UPPER LEVEL
SCALE 1/32" 2.7.86



(Continued from page 30743)

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

Whereas, Licensee desires to obtain from Licenser a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licenser deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licenser, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein at Chicago-O'Hare International Airport:

- (1) Space 3A113-U1, consisting of approximately 750 square feet in Terminal Building No. 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas as Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licenser as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licenser and Licensee) and terminating on the last day of the sixtieth month following the beginning date.

In the event Licensee shall, with the consent of the City, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are at that time occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 22% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee").

3.) Notwithstanding the foregoing paragraph A (2) Licensee shall pay Licensor an annual minimum percentage license fee of \$120,000 for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement and for each year thereafter ("Minimum Percentage Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the hereinabove described percentages of gross receipts for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at Chicago O'Hare International Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation.

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of

the annual "Statement of Sales and Fees" required by Paragraph C of Article III. Annual minimum percentage license fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, and (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licenser. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested; its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller of the City of Chicago, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion maybe subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Chicago Sports Section, an Illinois corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and Chicago Sports Section, an Illinois corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The City may in its sole discretion cause an audit to be performed at City's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any material discrepancies are discovered the cost of the audit shall be borne by Licensee.

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

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

F. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee in its payment to Licensor for a period of thirty (30) days or more from the date as specified in Article III (B) and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor

interest thereon at the rate of ten percent (10%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, in which event the legal rate of interest shall prevail if money is determined to be owed.

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right at Chicago-O'Hare International Airport to operate a concession and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on a non-exclusive basis the type of items listed below and none other:

The type of items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary, the concession area on the upper level of Terminal 3 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may be reasonably issued not later than ninety (90) days following the day of approval of the authorizing ordinance by the City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Thirty-five Thousand and no/100 Dollars (\$35,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

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

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

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

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

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

4) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed, provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon: such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public fourteen (14) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major Airport terminal buildings.

Products offered shall be top quality, dispensed in compliance with all applicable federal, state, and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. The Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

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

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of the installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensors will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensors to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensors prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensors, in the event that Licensee adds merchandise items Licensee shall submit to Licensors not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensors's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensors, under the provisions of Article XXIII.

B. Inspection and Review. At Licensors's discretion, responsible representatives of Licensors and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensors may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales, Licensors agrees that the obligation of Licensee for

payment of the minimum annual percentage fee shall be suspended proportionately after a thirty-day (30) period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty (80) percent of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee

to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building No. 3 at the Airport be damaged by fire or other casualty (unless casualty caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the travelling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

*Article XII.**Insurance.*

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limits as established by State statute.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the City before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the City, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, claims, demands and actions of any kind and nature including but not limited to antitrust claims (including reasonable attorneys' fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

*Article XVI.**Ingress and Egress.*

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

*Article XVII.**Assignment, Subletting, Change of Ownership.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent, which consent not to be unreasonably withheld, of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

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

*Article XIX.**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted as the same now are or may hereafter be placed by the Licensee or the Licensor.

*Article XX.**Concessionaire's Bond.*

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Sixty Thousand and no/100 Dollars (\$60,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04 Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if said Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of not less than thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and

upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport. In the event of such relocation Licensor shall allow Licensee to deduct actual cost of relocation and business interruption incurred by Licensee from Licensee's next remittance of percentage license fee.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 11700 South Cicero Avenue, Chicago, Illinois 60658 Attention: Corporate Secretary, or to such other addresses

as the parties may designate to each other in writing from time to time.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of Merchandise List reads as follows:

Initial Schedule of Merchandise and
Representative Price List.

Product	Price
Official Replica Jersey	\$21.95

Product	Price
LaCoste Style Sport Shirt	\$16.50
Baseball Style Cap	6.95
Pennants	2.95
Mugs - Coffee - Thermo-Serve (10 oz.)	4.95
Mugs - Coffee - Ironstone (9 oz.)	4.25
Steins - Ceramic	13.25
Bumper Stickers	1.25
Key Chains - Acrylic	1.50
Key Rings - Metal	3.95
Buttons	.99
Posters	2.95
Chrome License Plate Frame	1.95
Children's Warm-Up Suits	19.95
Children's Flannel Pajamas	14.95
Pencils - One (1) dozen	2.00
Magnets	1.95
Playing Cards	2.95
Frisbee	2.25
Fully Lined Winter Jacket	58.95
Wallets - Nylon w/velcro	8.99
Nylon Sausage Bag	12.95
Knit Skull Style Hat	5.95

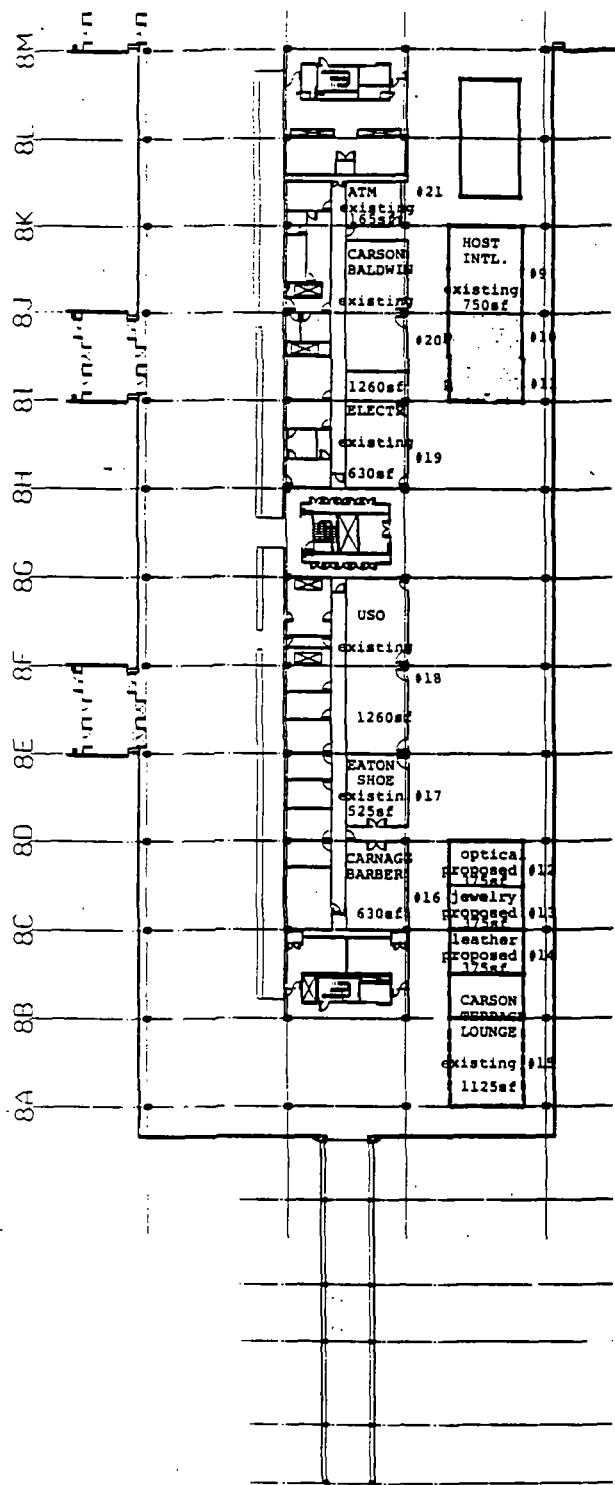
Product	Price
Official Pen	\$ 1.99
Nerf Type Foam Ball	3.95
Football, Basketball	
Team Quartz Wall Clock	22.95
Old Fashioned Type Glasses	7.95
Set of four	
Pilsen Type Glasses	6.95
Set of four	
Highball Type Glasses	7.95
Set of four	
Disposable Lighters	1.49
Batting Helmet	5.95
Official Ashtray	6.00
Gym shorts - Nylon	6.95
Lined All Season Jacket	33.95
Infant Terry Bib	4.95
T-Shirt	5.95
Sweatshirt	16.50
V-Neck Pullover Sweater	16.95

[Exhibit A printed on pages 30768 through
30769 of this Journal.]

C. W. Sweet Treats, Incorporated.

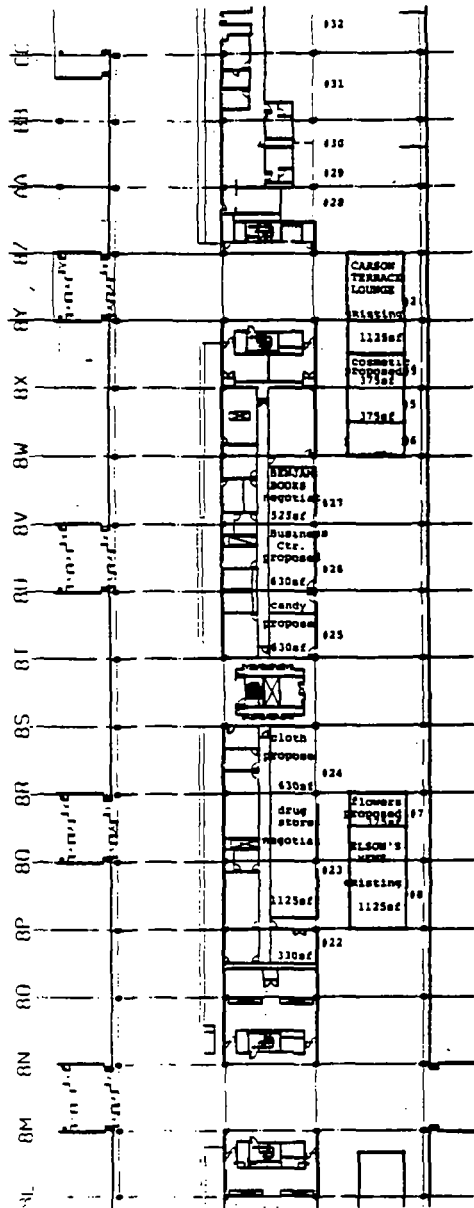
Be It Ordained by the City Council of the City of Chicago:

(Continued on page 30770)



TERMINAL 3 PART 1
SCALE 1/32"
UPPER LEVEL
2.7.86

"A"



TERMINAL 3 PART 2
SCALE 1/32"

UPPER LEVEL
2.7.86

(Continued from page 30767)

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Candy Store Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Candy Store Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation (hereinafter referred to as "Licensor") and C. W. Sweet Treats, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the Airport known as Chicago-O'Hare International Airport, (the "Airport"), situated in the City of Chicago, Counties of Cook and Du Page, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth.

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

- (1) Space 3B____-U1, consisting of approximately 315 square feet in Terminal Building no. 3 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of five (5) years, beginning the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the sixtieth (60) month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional candy store when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 20% of gross receipts derived by Licensee from operations at the Airport ("Percentage Fee"), provided, however, that the minimum annual percentage license fee shall be \$108,000.00 ("Minimum Percentage Fee") for the twelve (12) month period immediately following the first day of the month immediately following the beginning date of this Agreement.

In any subsequent year of this Agreement, the minimum percentage license fee shall be an amount equal to 80% of the actual amount paid in the previous year as percentage fee, but in no case is the minimum annual percentage fee for a subsequent year to be less than \$108,000.00, or the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the percentage fee for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The minimum percentage fee, referred to in this Article is intended to be and is an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "Gross Receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sale privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee

from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records, and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller, or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by C. W. Sweet Treats, Incorporated, an Illinois corporation for the year ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and C. W. Sweet Treats, Incorporated, an Illinois corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstance.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee, shall, upon request, furnish such other further financial or statistical reports as the Licensor may, from time to time, require.

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a candy store concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on an exclusive basis the items listed on Group Exhibit "A" which is attached hereto and made a part hereof. Such exclusivity shall be limited to Terminal Building no. 3 and the adjoining "H" and "K" Concourses. During the term of this Agreement, Licensor agrees not to enter into an agreement for Terminal Building no. 3 and the adjoining "H" and "K" Concourses, with any concessionaire whose major product line is chocolate candy.

Licensee shall be permitted to sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Group Exhibit "B", which is an attachment hereto and made a part hereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell any items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fix to the satisfaction of Licensor and to the extent necessary, the concession area on the upper level of Terminal no. 3 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of _____.

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other and similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

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

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

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

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

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

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed, provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, and substitute location acceptable to

Licensee is not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same, provided that Licensors, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at the Airport shall be open to serve the public at least fourteen (14) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of Licensors.

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

E. Trash, Garbage, etc. Licensors will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the above-mentioned license fee all other costs connected with the use of the premises and facilities, rights and privileges granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in other retail stores in the Chicago metropolitan area. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items, Licensee shall

submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters, but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.

- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licensor in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterrupted. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licensor or a party designated by the Licensor, or any interest thereto which Licensee may have, should the Licensor notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licensor desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licensor exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licensor's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty, (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licensor at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licensor at its

expense as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licensor fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage fee provided hereunder shall not be affected.

Should Terminal Building no. 3 of the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the travelling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limit not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.

- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to City of cancellation, non- renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City's Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the

operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, claims, demands and actions of any kind and nature including but not limited to antitrust claims (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Article XXIII hereof.

Article XVIII.

Signs.

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

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Fifty Thousand and no/100 Dollars (\$50,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions including the right of cancellation of Section 6.4, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

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

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

Licensee for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person on the grounds of race, color, physical or mental handicap or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Licensee shall use the granted premises in

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such defaults within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor, lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

*Article XXV.**Rules, Regulations, Laws, Ordinances and Licenses.*

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport. In the event of such relocation Licensor shall allow the actual cost of relocation and interruption of business incurred by Licensee to be deducted from Licensee's next remittance of percentage license fee.

*Article XXVI.**Notices.*

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 77 West Washington Street, Suite 1905, Chicago, Illinois 60602, Attention: Charles A. Wilson, Jr., or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Any such notice may be served by personal delivery thereof to the other party, which delivery shall constitute service of notice hereunder on the day of such delivery.

*Article XXVII.**Paragraph Headings.*

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

*Article XXVIII.**Invalid Provisions.*

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

It Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Group Exhibits "A" and "B" attached to this ordinance reads as follows:

Group Exhibit "A"

(Containing exclusive List of Products representing Types
of Chocolate, Molds, Bars, and Suckers).

Weight	Item	Sales Price
8 oz.	Chicago Skyline	\$6.54
8 oz.	"I Love Chicago" Bar	6.54
8 oz.	O'Hare - Chicago Bar	6.54
8 oz.	Picasso Bar	6.54
8 oz.	Water Tower Bar	6.54
6 oz.	3-d Airplane	5.27

Weight	Item	Sales Price	
8 oz.	Chicago Bears Football	\$ 6.77	
1 lb.	3-d Teddy Bear	12.77	
2 oz.	Lips	1.68	
2 lbs.	Champagne Bottle	24.56	
3 $\frac{1}{4}$ lbs.	Champagne Bottle	39.56	
6 lbs.	Champagne Bottle	72.56	
6 oz.	Assorted Animals	4.68	
1 lb.	Cornucopia	13.50	
8 oz.	Hot Dog with trimmings	6.63	
1 $\frac{1}{2}$ oz.	Rose Sucker	1.23	
1 $\frac{1}{2}$ oz.	Chicago Cubs Logo Sucker	1.23	
1 $\frac{1}{2}$ oz.	Seasonal and Assorted Suckers	1.23	
5 oz.	Golf Balls	4.47	
8 oz.	Heart	6.18	
1 lb.	Christmas Sled	13.50	
8 oz.	Christmas Tree	6.63	
4 lbs.	Large Santa Claus	58.00	
2 oz. thru 4 lbs.	Easter Bunnys	1.68 57.00	thru
7 oz.	Cars	5.79	
8 oz.	Father's/Mother's Day Card	6.54	
6 oz.	Computer	5.04	
10 lbs.	Noah's Ark	128.00	

Weight	Item	Sales Price
6 oz.	Best Father - Best Mother - Best Doctor	\$ 4.56
6 oz.	Best Friend - Best Teacher	4.56
4 oz.	Key to Chicago	3.65
4 oz.	Suitcase stating "Bon Voyage"	3.18
2 oz.	Luggage Tags stating "ORD"	1.68
1½ oz.	My Kind of Town - Chicago	.51
10½ oz.	Bride and Groom	8.52
2½ lbs.	Large Office Telephone	30.77
1½ lbs.	Princess Telephone	18.18
	Chocolate Gift Baskets	(15.00 and (60.00
5 oz.	Lion	4.38
6 oz.	Sears Tower	5.13
1½ oz.	Wishbone	1.94
6 oz.	Happy Anniversary - Happy Birthday - Welcome Home	4.56
5 oz.	Mink Coat	5.29
6 oz.	Piano	5.27
5 oz.	Snowman	4.30
5 oz.	Ties	4.68
4 oz.	Turkey	4.10
½ oz.	Baby Bottle	.57
1 lb.	Chocolate Pizza	13.50
4 oz.	Chocolate Letters	3.62

Group Exhibit "B"

(Containing non-exclusive List of Products)

Weight	Item	Sales Price
1 lb.	Assorted Creams	\$12.69
1 lb.	Mint Fluff	11.52
1 lb.	French Creams	13.62
1 lb.	Cherry Cordials	14.79
1 lb.	Fruit and Nuts	14.79
1 lb.	Peanut Clusters	11.52
1 lb.	Raisin Clusters	11.52
1 lb.	Non-Pareils	12.69
1 lb.	Mint or Honeycomb Chips	12.69
1 lb.	Caramel	12.69
1 lb.	Nougats	12.69
1 lb.	Truffles	14.79
1 lb.	Chocolate Strawberries	14.28
1 lb.	Fudge	11.88
1 lb.	Peanut Brittle	8.28
1 lb.	Chocolate Pretzels	10.38
1 lb.	Liquor Cordials	14.28
1 lb.	Jelly Beans	3.72
1 lb.	Hard Candy	6.39
1 lb.	Licorice	4.50
1 lb.	Chocolate Sauce	6.41

Weight	Item	Sales Price
3½ oz.	Marzipan Bar	\$ 1.80
1 lb.	Chocolate Hazelnuts	13.08
1 lb.	Gummy Items	5.58
1 lb.	Chocolate Oreo Cookies	10.08
1 lb.	Walnut - Pecan - Cashew Barque	12.28
1 lb.	Break up	10.08
2 oz.	Hand-dipped Candy Bars	1.80
1 lb.	Puppets	13.62
3½ oz.	Imported Candy Bars	1.80
1 lb.	Carmel Corn	10.50
1 lb.	Coated Nuts (tin)	14.79
1 lb.	Chocolate-dipped Potato Chips	12.50

[Exhibit A printed on page 30793
of this Journal.]

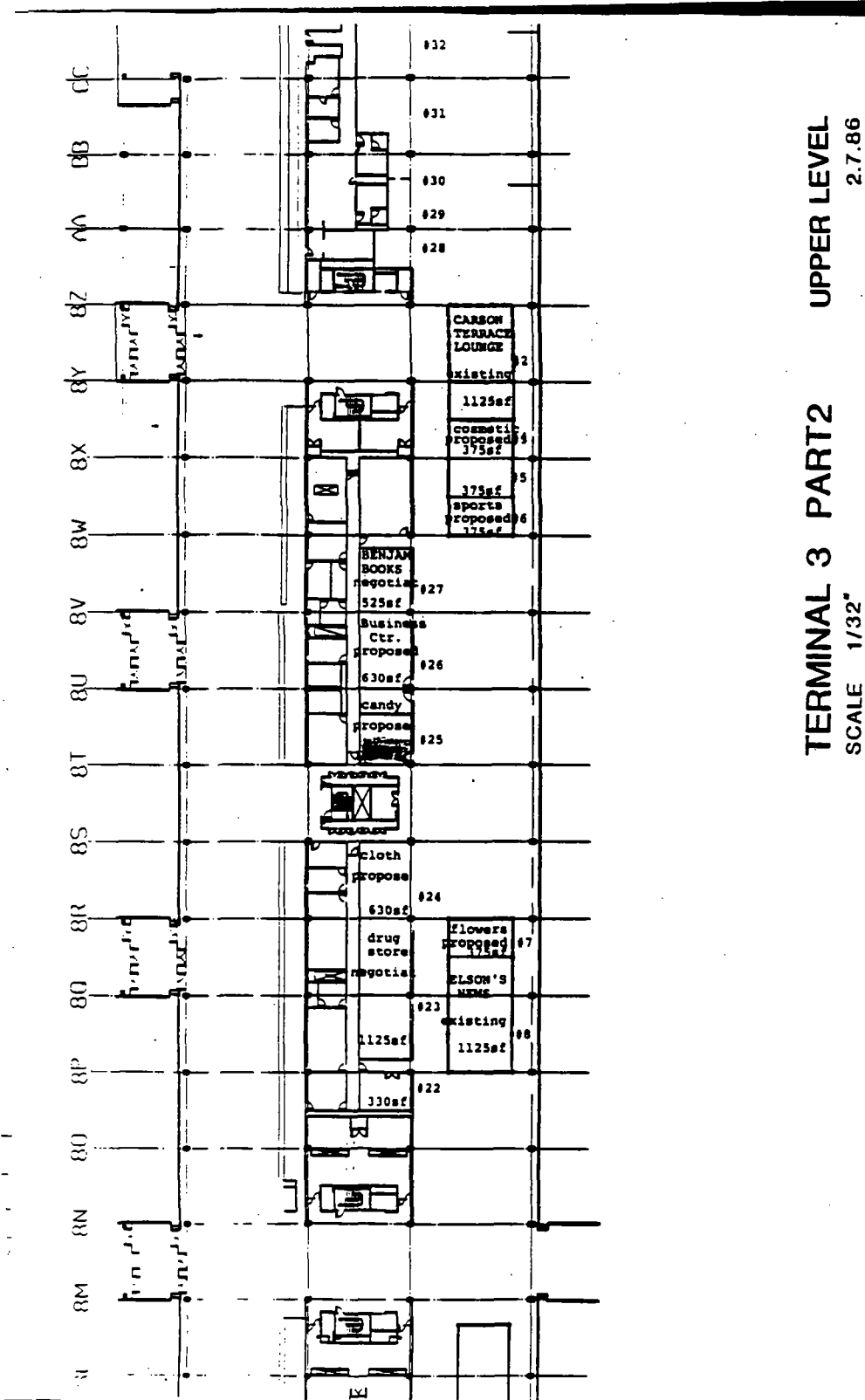
Flower Peddler, Incorporated.

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Flower Shop Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Flower Shop Concession License Agreement.

(Continued on page 30794)



(Continued from page 30792)

This Agreement, (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois, acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Flower Peddler, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

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

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

Space 2A-U1, consisting of approximately 375 square feet in Terminal Building No. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

The term of this Agreement shall be for a period of three (3) years, beginning the earlier of sixty (60) days after the approval of authorizing ordinance by the City Council of the City

of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and terminating on the last day of the thirty-sixth month following the beginning date.

Licensor reserves the right to request Licensee to operate an additional floral shop or cart when traffic demands such additional facilities and upon the mutual agreement of Licensor and Licensee. Such additional granted areas will be subject to the provisions of all Articles of this Agreement, including a license fee of \$30.00 per square foot per annum and will be indicated on Exhibits added hereto and made a part hereof.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall thereafter no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensor:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, with payment equal to 1/12 thereof, due each month, in advance.

2.) (a) A percentage license fee of 20% of gross receipts derived by Licensee from transactions completed at the Airport.

(b) A percentage license fee of 12% of gross receipts derived by Licensee from transactions initiated at the Airport.

(c) A percentage license fee of 20% of net commissions or receipts received or retained from transactions involving the delivery of floral orders, initiated at the Airport, through another florist or association such as F.T.D.

3.) Notwithstanding the foregoing paragraph A (2) Licensee shall pay Licensor an annual minimum percentage license fee of \$60,000 ("Minimum Percentage Fee") for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement. In any subsequent year of this Agreement, the minimum percentage license fee shall be an amount equal to 80% of the actual amount paid in the previous year as percentage license fees, but in no case is the minimum annual

percentage fee, for a subsequent year to be less than \$60,000.00, or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the percentage license fees for said calendar month less any amount prepaid as annual minimum percentage fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The minimum percentage fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "gross receipts", as used herein, shall be construed to mean for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, (3) refunds for merchandise returned by customers because of their dissatisfaction therewith, (4) that portion of receipts

paid by Licensee to other florists for delivery of floral orders, originating at the Airport, through F.T.D. or other such organizations, however, that portion retained or commission received by Licensee must be included in "Gross Receipts".

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's recordkeeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested; its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licensor):

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and fees reported to the City of Chicago by Flower Peddler, Inc., an Illinois corporation for the period ended _____ relating to concession operations at Chicago-O'Hare International Airport pursuant to an Agreement between the City of Chicago and Flower Peddler, Inc., an Illinois corporation dated _____. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____."

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any discrepancies are discovered, the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as the Licensor may, from time to time, require.

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a concession at the Airport and in connection therewith, shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to sell on a non-exclusive basis the items listed below and none other:

The items included on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part thereof.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaire or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licensor and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licensor and to the extent necessary the concession area on the upper level of Terminal no. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of Fifty Thousand and no/100 Dollars (\$50,000.00).

B. Installations by the Licensor and by the Licensee. In the concession area designated on Exhibit "A", the Licensor will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licensor.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licensor:

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

- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

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

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

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

4.) Licensee shall reimburse Licenser for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licenser. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee, except as otherwise provided in Article VII, shall at all times throughout the term hereof maintain the improvements (including those installed by Licenser) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licenser with such bonds or security that may be reasonably requested by Licenser.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, and substitute location acceptable to Licensee is not available, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licenser, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

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

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least fourteen (14) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable Federal, State and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and

other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

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

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee), trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high

quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the minimum annual percentage fee shall be suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

*Article X.**Property Rights Upon Termination.*

Upon termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licenser in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises by Licensee to the Licenser or a party designated by the Licenser, or any interest thereto which Licensee may have, should the Licenser notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licenser desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licenser exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licenser's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

*Article XI.**Damage or Destruction of Premises.*

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licenser at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licenser, at its expense, as quickly as practicable and the minimum percentage fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licenser fail or refuse to repair or rebuild the same, Licensee shall be under no

obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licensor shall furnish Licensee with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should Terminal Building no. 2 at the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the traveling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of the Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limit not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511 - City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of the Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as a "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within

thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit B" and shall become a binding part hereof.

Article XIV.

Indemnity.

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorneys fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

Article XV.

Inspection.

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

Article XVI.

Ingress and Egress.

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

Article XVII.

Assignment, Subletting, Change of Ownership.

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same, and shall not permit any other person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of the City or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

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

*Article XIX.**Redelivery.*

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

*Article XX.**Concessionaire's Bond.*

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of Thirty Thousand and no/100 Dollars (\$30,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

*Article XXI.**Subject to Airline Agreements, Non-Discrimination
and F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled: "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion

or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Agreement under the provisions of Article XXIII.

*Article XXII.**Non-Waiver.*

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

*Article XXIII.**Default.*

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter, without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

*Article XXIV.**Independence of Agreement.*

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

*Article XXV.**Rules, Regulations, Laws, Ordinances and Licenses.*

The Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airports, Terminal Buildings, and related facilities, which Licensee agrees to observe and obey. The Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and

municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operation at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or operation.

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 2238 West 111th Street, Chicago, Illinois 60643, Attention: Corporate Secretary or to such other addresses as the parties may designate to each other in writing from time to time.

Such notice shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

This Agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County or DuPage County, Illinois, or in any other public office,

by Licensee or anyone acting for Licensee and that if the same be so filed, this Agreement and each and every provision hereof shall, at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of Merchandise reads as follows:

Proposed Initial Schedule of Merchandise
for Flower Peddler.

Flowers:

- fresh cut by the stem/\$.77-5.97
- fresh cut by the bouquet/\$3.97-9.97
- arrangements/\$7.97-up
- corsages/boutonnieres/\$1.57-13.97
- flowering plants/\$3.97-12.97
- artificial/\$2.97-19.97

Plants/\$3.97-17.97

Pottery/\$4.97-34.97

Glassware (suitable for flowers)/\$4.97-44.97

Brass/Copper/Pewter Containers/\$4.97-44.97

Baskets/\$2.97-24.97

Permanent Material/\$4.97-44.97

Hand-crafted Gift Items/\$5.97-44.97

Planters/Jardineres/\$3.97-34.97

Greeting Cards (hand-crafted only)/\$1.00-4.00

Framed floral posters/\$15.97-34.97

Hand-crafted Tableware Items/\$2.97-44.97

Christmas Novelties/Decorations/\$1.97-44.97

[Exhibit A printed on page 30814 of this Journal.]

Accent Chicago O'Hare, Incorporated.

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

SECTION 1. That the Mayor, subject to the attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago a Chicago Theme Shop Concession License Agreement for certain premises in the Terminal Building at Chicago-O'Hare International Airport, said Agreement to be substantially in the following form:

Chicago Theme Shop Concession License Agreement.

This Agreement (hereinafter referred to as this "Agreement"), made this _____ day of _____, 1986, between the City of Chicago, a municipal corporation of Illinois acting by and through its Department of Aviation, (hereinafter referred to as "Licensor") and Accent Chicago O'Hare, Inc., an Illinois corporation, (hereinafter referred to as "Licensee").

Witnesseth:

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

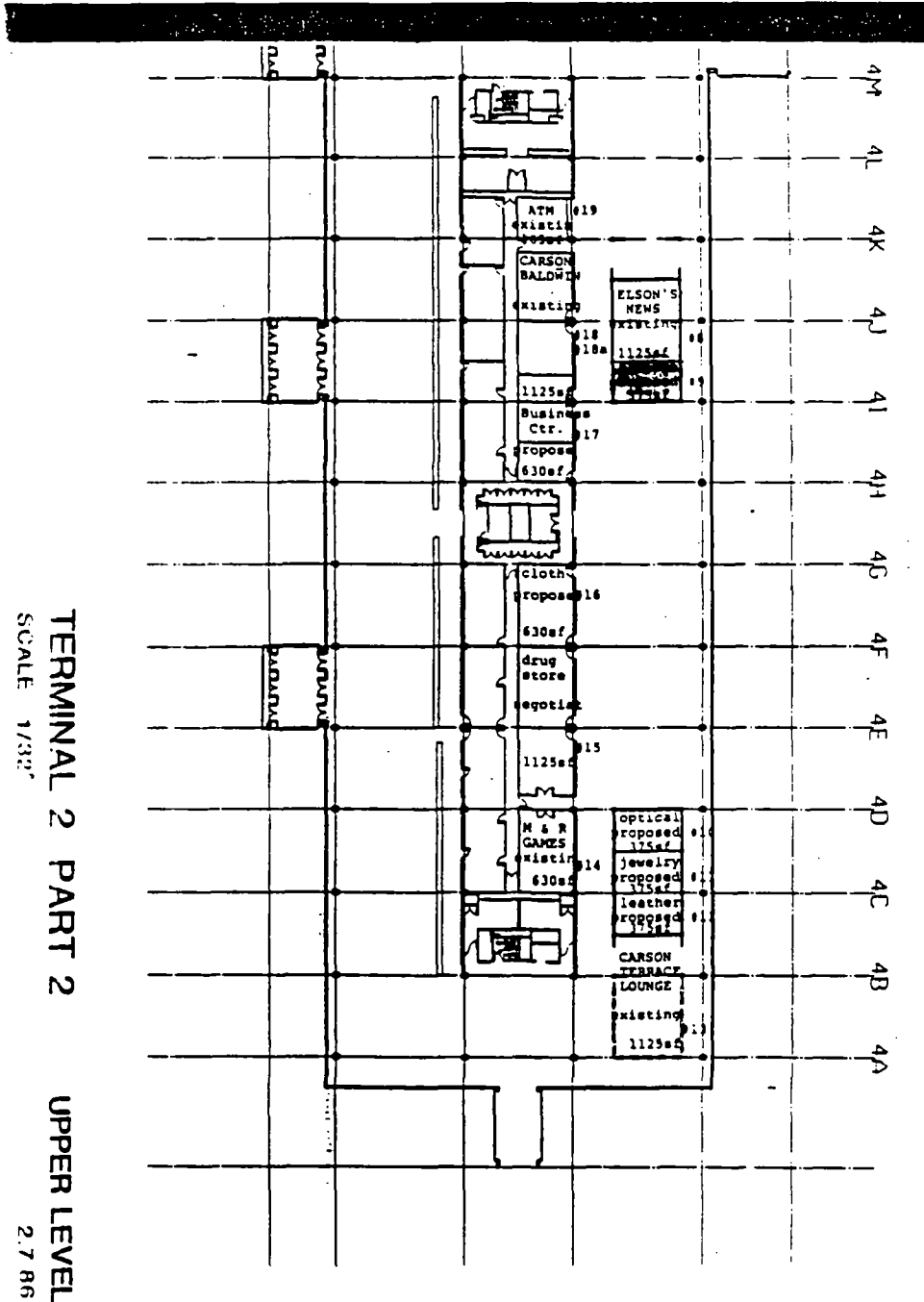
Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in the Airport's Terminal Building; and

Whereas, the Licensor deems it advantageous to itself and to its operation of the Airport to grant unto the Licensee a license to operate a concession area with the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

(Continued on page 30815)

EXHIBIT "A"



(Continued from page 30813)

Article I.

Premises.

Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, for the purposes set forth herein, does hereby grant unto Licensee the following area at the Airport (sometimes referred to herein as the "licensed premises" or "premises"), all of which Licensee accepts, for the purposes set forth herein:

- (1) Space 2B_-U1, consisting of approximately 750 square feet in Terminal Building no. 2 as indicated in Exhibit "A" which is attached hereto and made a part hereof.
- (2) Space 2B_-B1, consisting of approximately 200 square feet in Terminal Building no. 2 as indicated in Exhibit "B" which is attached hereto and made a part hereof.

Or such other area or areas to which Licensee may be relocated pursuant to Article XXV.

The license with respect to any other area or space may be terminated by the Licensor as specified in Paragraph C (7) of Article V, Paragraph A of Article XXI, Article XXIII or Article XXV.

Article II.

Term.

This term of this Agreement shall begin the earlier of ninety (90) days after the approval of authorizing ordinance by the City Council of the City of Chicago or the first day of operations (such date to be referred to as the beginning date of this Agreement and to be confirmed immediately in writing by letter between Licensor and Licensee) and shall terminate on December 31, 1989.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are discontinued at the Airport for an extended period of time, then the terms and conditions of this Agreement, shall retroactive to the date of such date of discontinuance no longer be operative, except as they apply to the payment of outstanding fees, the performance of covenants and obligations occurring prior to the date of such discontinuance or to other specific conditions of termination or cancellation contained herein.

Article III.

License Fee.

A. During the term of this Agreement, Licensee agrees to pay Licensors:

1.) An annual fixed license fee equal to \$30.00 per square foot per annum for all granted areas, that are at that time occupied by Licensee, with payment equal to one-twelfth thereof, due each month, in advance.

2.) A percentage license fee of 20% of gross receipts derived by Licensee from operations at the Airport, in any license year ("Percentage Fee"). The initial license year shall begin on the first day of the month immediately following the beginning date of this Agreement.

3.) Notwithstanding the foregoing paragraph A (2), Licensee shall pay Licensors an annual minimum percentage license fee of \$248,000 for the twelve month period immediately following the first day of the month immediately following the beginning date of this Agreement ("Minimum Percentage Fee"). In subsequent years the annual minimum percentage fee shall be 80% of the actual percentage license fees paid by Licensee in the twelve month period immediately preceding, but not less than \$248,000.00 per annum or the direct proportion of that amount that the elapsed time bears to a full year, in the case that the final portion of this Agreement, or any extension of this Agreement, is not a full year.

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago (hereinafter called "City Comptroller") the sum equal to 1/12 of the annual minimum percentage fee noted above. The initial payment of the annual minimum percentage fee is to be made on the first day of the month immediately following the beginning date of this Agreement.

Licensee, within fifteen (15) days of the end of each calendar month, shall pay to the City Comptroller the percentage fee for said calendar month less any amount prepaid as annual minimum percentage license fee for that month.

Licensee, within fifteen (15) days of the end of each calendar month, shall furnish a separate monthly report of gross receipts for each location at the Airport, certified by an officer of Licensee, to the City Comptroller and the Commissioner of Aviation of the City of Chicago ("Commissioner of Aviation").

Additional payments or refunds, required by adjustments, if any, for fees payable or paid in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by Paragraph C of Article III. The minimum percentage fee, referred to in this Article is intended to be, and is, an annual percentage license fee and not a monthly license fee.

C. Records of Licensee. The Licensee shall, with respect to business done by it in said concession operation, keep true, complete and accurate accounts, records, books, and data, in accordance with generally accepted accounting procedures consistently applied which shall, among other things, show all sales made and services performed for cash, or credit, or

otherwise (without regard to whether paid or not) and also the gross receipts of said business, and the aggregate amount of all services and of all the Licensee's business done upon and within said concession area.

The term "Gross Receipts", as used herein, shall be construed to mean, for all the purposes thereof, the aggregate amount of all goods sold and services performed for cash, or credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all service for like property, or services, at the price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater.

The term "gross receipts" shall exclude: (1) Federal, State, municipal or other governmental excise taxes, (except Federal Manufacturer's Excise Tax), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse the Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them, (2) sales made to employees of Licensee at a discount, (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

Licensee agrees to maintain an adequate and reasonable system of internal control to insure that revenues are properly reported to the Licensor. Licensee's record keeping, accounting, and internal control procedure must be described by the Licensee in writing and submitted to the City Comptroller for approval prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

D. Books, Records, and Audits. Licensee, at all times during the term of this Agreement and for three (3) years following the termination hereof shall maintain at its office in Chicago or make available in Chicago if requested; its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner of Aviation and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder.

Within 120 days of the signing of this Agreement, Licensee shall furnish the Licensor with a written statement indicating Licensee's election to report either on a calendar year or fiscal year basis; such letter shall explain the Licensee's fiscal year if elected. Within 120 days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, the Licensee will provide the Licensor with a "Statement of Sales and Fees" representing receipts by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. The Licensee must inform the Licensor of the identity of the

independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to the Licensor.

The following is an example of an opinion which would satisfy these requirements (such opinion may be subject to additional requirements as determined by Licensor):

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

In our opinion, the accompanying statement of receipts showing gross receipts of _____ presents fairly the amount of gross receipts, as defined in the Agreement, for the year ended _____".

If the opinion of the independent certified public accountant is qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense. The Licensor may in its sole discretion cause an audit to be performed at Licensor's expense even if the opinion of the independent certified accountant is not qualified or conditional, provided, however, that if any material discrepancies are discovered the cost of the audit shall be borne by Licensee.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, reasonably require.

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

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

Article IV.

General Description of the Concession.

A. Merchandise. Licensee shall have the right to operate a Chicago Theme Shop concession at the Airport and in connection therewith, shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner of Aviation.

Licensee shall be permitted to and shall sell on an exclusive basis the following categories; provided, however, that Licensee's sales exclusivity on these categories is limited to Terminal No. 2 and the adjoining Concourses "E" and "F" and by Licensor's reservation that individual concessions specializing in product lines may also offer for sale items normally included in their specialty, even though the items may be in the categories herein granted exclusivity. Items to be sold by other concessionaires that are included in the categories herein granted exclusivity, must have prior written approval of the Commissioner of Aviation:

- (a) Products initially developed as proprietary products by Accent Chicago;
- (b) Chicago theme posters, photographs and graphics; however on site development of Chicago theme film and enlargement of Chicago theme pictures to poster size by a film processing concessionaire will not be considered as a violation of this grant of exclusivity;
- (c) Chicago theme plush and stuffed animals.

Licensee shall be permitted to and shall sell on a non-exclusive basis the items listed below and none other:

- (a) Gifts, souvenirs and sundries, other than drug sundries, including any merchandise depicting Chicago themes;
- (b) Products that are regularly sold in other Chicago area outlets of Accent Chicago, and shown on a list entitled Initial Schedule of Merchandise, which is an attachment hereto and made a part hereof, unless sale of such products would violate other concession license agreements.

Except with the prior written approval of the Commissioner of Aviation, the Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type; nor shall he engage in any activities or sell items other than those enumerated above.

B. Conflicts between Concessions. In the event of a conflict between Licensee and any other licensee or concessionaire at the Airport as to the items and merchandise to be sold by the respective concessionaires or Licensees, Licensee agrees that the Commissioner of Aviation shall make the final decision as to which unspecified items of merchandise may be sold by this Licensee and Licensee agrees to be bound by such decision of the Commissioner of Aviation.

Article V.

Investment by the Licenser and Licensee.

A. Licensee agrees, as a necessary condition of this Agreement, to completely furnish and fixture to the satisfaction of Licenser and to the extent necessary, the concession area on the upper level of Terminal no. 2 at Chicago-O'Hare International Airport. This construction is to begin immediately after approval of the plans and specifications by the Department of Public Works of the City of Chicago, and shall be completed such that a certificate of occupancy may issue not later than ninety (90) days following the day of approval of the authorizing ordinance by City Council of the City of Chicago. All such improvements, decor and equipment as are specified hereinafter as the responsibility of the Licensee, shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense, and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licenser, in the minimum amount of Fifty Thousand and no/100 Dollars (\$50,000.00).

B. Installations by the Licenser and by the Licensee. In the concession area designated on Exhibit "A", the Licenser will provide:

- (1) Finished floors.
- (2) General illumination.
- (3) Adequate heat and ventilation, the adequacy to be determined by the Licenser.
- (4) Enclosure walls and folding doors in any open wall areas of the concession areas, such enclosure walls and folding doors to be of a type, color, and design which is compatible with other similar installations in the terminals.
- (5) Electrical service.

In these same spaces the Licensee will provide to the reasonable satisfaction of Licenser:

- (1) All necessary improvements not provided by the Licenser including, but not limited to counters, cabinets, interior partitions, enclosures, doors, additional lighting fixtures, decorations and all other fixtures, equipment and supplies.
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of Licensee's business.
- (3) Electrical outlets provided in suitable numbers and locations.

C. Improvements, Equipment and Decor installed by Licensee at the Airport:

- 1.) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the

public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport.

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

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

4.) Licensee shall reimburse Licensor for the cost of reviewing said plans and specifications, inspections or other related engineering services upon receipt of a warrant from Licensor. Licensee may deduct that portion of such cost of review that exceeds \$1,500.00 from Licensee's initial payment of minimum percentage license fee.

5.) Licensee except as otherwise provided in Article VII shall at all times throughout the term hereof maintain the improvements (including those installed by Licensor) and all other portions of the granted premises in good and serviceable condition and repair.

6.) Licensee shall keep the granted premises and the improvements and facilities constructed thereon free and clear of any and all liens in any way arising out of the action, or use thereof by Licensee; provided, however, that Licensee may in good faith contest the validity of any lien sought to be imposed provided Licensee provides Licensor with such bonds or security that may be reasonably requested by Licensor.

7.) In the event that the granted premises are reasonably required for other Airport purposes prior to the expiration of this Agreement, the Commissioner of Aviation may upon sixty (60) days advance written notice to the Licensee direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures, fixtures, and improvements constructed and installed thereon; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof.

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

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall make no alterations, additions or replacements without obtaining the Commissioner of Aviation's written approval in advance thereof. The Licensee shall

obtain prior approval from the Commissioner of Aviation and the Commissioner of Public Works before installing, at its own expense, any equipment which requires new electrical or plumbing connections or changes in those installed on the premises as of the effective date of this Agreement.

Article VI.

Obligations of Licensee.

A. Hours of Operation. The concession at Chicago-O'Hare International Airport shall be open to serve the public at least fourteen (14) hours each day, seven days a week, provided, however, that if the Commissioner of Aviation deems it necessary to better serve the public, the Licensee agrees to remain open for longer periods as directed in writing by said Commissioner of Aviation.

B. Type of Operation. The Licensee shall operate the concession in accordance with the highest standards for this type of operation at other major airport terminal buildings. Products offered shall be top quality, dispensed in compliance with all applicable federal, state and local laws, ordinances and regulations. The service shall at all times be prompt, clean, courteous and efficient. Licensee shall at all times keep the shelves and display cases fully stocked and filled and all window and other displays visually attractive.

C. Personnel. The Licensee's employees shall be clean, courteous, efficient and neat in appearance. Employees of Licensee while on duty shall be identified as such by uniform or name badge. The Licensee shall not employ any person or persons in or about the granted premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner of Aviation feels is detrimental to the best interest of the Licensor.

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

E. Trash, Garbage, etc. Licensor will remove all refuse disposed of in designated areas, however, the Licensee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. The Licensee shall provide and use suitable covered metal receptacles for all garbage, trash, and other refuse on or in connection with the granted premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the granted premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 midnight and 8:00 A.M. each day in a place to be designated by the Commissioner of Aviation.

F. Concession Operation. The Licensee shall bear at his own expense all costs of operating the concession, and shall pay in addition to the abovementioned license fee all other costs connected with the use of the premises and facilities, rights and privileges

granted, including, but not limiting the generality thereof, maintenance, cleaning of glass enclosures inside and out, insurance, any and all taxes, janitorial service and supplies, and shall pay for all permits and licenses required by law.

G. Public Address System. The Licensee shall permit the installation in its premises of a system for flight announcements and other information broadcast over that system if in the opinion of the Commissioner of Aviation such installation is necessary.

H. Maintenance. Licensee shall maintain the licensed premises, including all of installed improvements (whether installed by Licensor or Licensee) trade fixtures, enclosure walls and doors in good order, condition and repair, keeping the same clean, safe, functioning, and sanitary.

Article VII.

Obligations of Licensor.

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

Licensor will not furnish janitorial service, interior or exterior window cleaning or custodial services anywhere on the granted premises.

Article VIII.

Quality and Price Control.

A. Merchandise. Licensee acknowledges the desire and obligation of Licensor to provide the public and the air traveler high quality merchandise and a high level of public service. Therefore, Licensee covenants and agrees to offer for sale from the granted premises only high quality merchandise at prices not to exceed the prices customarily charged for similar merchandise in high quality Chicago metropolitan area operations. Licensee's initial schedule of merchandise items to be offered for sale from the granted premises, and the prices to be charged therefore, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor, in the event that Licensee adds merchandise items, Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items to be offered for sale on the granted premises and the prices to be charged therefore. Thereafter, prices for such new items may be decreased or increased in the same manner as aforesaid. It is specifically understood and agreed that, where a suggested retail price is printed on any item, the price charged by Licensee for said item shall not exceed the printed price. If in the opinion of the Commissioner of Aviation, the selection of items offered is inadequate in general or at any particular concession location, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner of Aviation shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices, or quality within thirty (30) days of being

advised in writing by the Commissioner of Aviation shall be cause for default by Licensor, under the provisions of Article XXIII.

B. Inspection and Review. At Licensor's discretion, responsible representatives of Licensor and Licensee will make a complete inspection of Licensee's operations, including a review of the quality of service, merchandise and prices, maintenance of premises, furnishings and equipment and such other items as Licensor may wish to inspect or review.

Article IX.

Interruptions, Reduction and Cancellation of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of a national emergency and conditions arising therefrom, and such interruption or reduction of services results in reduction in gross receipts of thirty percent (30%) in the granted premises, based upon the previous three (3) months average sales, Licensor agrees that the obligation of Licensee for payment of the annual minimum percentage license fee shall be retroactively suspended proportionately after a thirty (30) day period in direct relation to gross receipts generated by each affected location and such suspension shall continue until such time as the gross receipts obtain a level equal to eighty percent (80%) of the gross receipts for such location during the three (3) month period preceding the suspension. The percentage license fee shall not be affected.

This Agreement shall be subject to cancellation by the Licensee in the event of any one or more of the following events:

- (1) The permanent abandonment of the Airport or Terminal Building.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of said Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction remaining in force at least ninety (90) days which prevents or substantially restrains the use of the concession area granted by this Agreement.
- (4) The breach by the Licensor in the performance of any covenant or agreement herein required to be performed by the Licensor and the failure of the Licensor to remedy such breach for a period of sixty (60) days after receipt from the Licensee of written notice to remedy the same.

Article X.

Property Rights Upon Termination.

Upon the termination of this Agreement, through passage of time or otherwise, Licensee shall aid the Licenser in all ways possible in continuing the business of operating a concession in said terminal building(s) uninterruptedly. Licensee further agrees to sell any or all Licensee's furniture, furnishings, trade fixtures and equipment installed or used upon said premises, with the exception of customized fixtures and trademarks important to the Accent Chicago identity, by Licensee to the Licenser or a party designated by the Licenser, or any interest thereto which Licensee may have, should the licenser notify the Licensee in writing no later than ten (10) days prior to such termination date that the Licenser desires to purchase any or all of said furniture, furnishings, fixtures and equipment. In the event the Licenser exercises its option to purchase any or all of said furniture, furnishings, fixtures, and equipment, it is agreed that the purchase price shall be the fair market value of such items at the date of such termination. If the parties are unable to agree upon the fair market value, it is agreed that each party shall appoint an appraiser and the two so appointed shall name a third appraiser and that the three appraisers so named shall determine the fair market value of such items, which determination shall be final and binding upon the parties hereto.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that the Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to, the enclosure walls and doors, subject, however, to Licenser's right to require Licensee to remove all or any portion of said improvements, equipment, fixtures, and facilities and to restore the premises, wherein the same were installed, or the affected portions thereof, to their original condition, reasonable wear and tear excepted. This Article does not supersede rights granted to Licensee in Article V, Section C.(7) hereof.

Article XI.

Damage or Destruction of Premises.

Should any portion of the granted premises be partially damaged by fire or other casualty (unless caused by the negligence of Licensee) but not be rendered untenable thereby, such premises shall be repaired by Licenser at its expense as quickly as practicable; and, in such event, there shall be no abatement of the minimum percentage fee payable hereunder. In the event, however, that such damage from such fire or other casualty (unless caused by the negligence of Licensee) is so extensive as to render any portion of the premises untenable, the damage shall be repaired by Licenser at its expense as quickly as practicable and the annual minimum percentage license fee payable hereunder shall abate proportionately from the date of such damage until such time as the said premises shall again be tenantable. The percentage license fee provided hereunder shall not be affected by such circumstances.

Should any portion of the granted premises be so extensively damaged by fire or other casualty (unless caused by the negligence of Licensee) as to render the same untenable, and should Licenser fail or refuse to repair or rebuild the same, Licensee shall be under no obligation to do so and shall be relieved of its obligation to continue the business formerly conducted by it in such area or areas, until such time as Licenser shall furnish Licensee

with replacement space suitable to Licensee. In such event, the fixed license fee payable hereunder with respect thereto shall abate, but the percentage license fee provided hereunder shall not be affected.

Should the Terminal Building no. 2 at the Airport be damaged by fire or other casualty (unless caused by the negligence of Licensee) or should any alterations or repairs be necessitated thereto as a result of which the travelling public is partially or totally diverted from those areas of the terminal in which Licensee is operating its concession (even if no actual damage is caused to the premises granted Licensee therein), the fixed license fee payable hereunder shall, until such time as such diversion ceases, be totally abated (if the diversion is total) or reasonably and proportionately adjusted (if the diversion is partial) to reflect such interference with the normal operation of Licensee's business. Licensor and Licensee shall forthwith negotiate in good faith such reasonable fee adjustment. The percentage license fee provided hereunder shall not be affected.

Should any portion of the granted premises be either partially, extensively or totally damaged by fire or other casualty caused in part or totally by the negligence of Licensee, the Commissioner of Aviation may in his sole discretion deem Licensee in default under Article XXIII hereof. Provided, however, that nothing herein contained shall in any way be construed as to limit any rights the City may have in law or equity against Licensee.

Article XII.

Insurance.

Licensee shall procure and maintain at all times during the term of this Agreement the following insurance:

- (1) Worker's Compensation, with Employer's Liability limit not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations Coverage.
- (3) Comprehensive Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's non-ownership liability and hired auto coverage.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the granted premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) Name as Additional Insured the City of Chicago and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies shall be Endorsed to Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
Room 511-City Hall
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to the Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by City Comptroller.

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

Article XIII.

"First Source" Agreement.

Licensee shall enter into an Agreement with the Mayor's Office of Employment and Training commonly known as and hereinafter referred to as "First Source Agreement" for the recruitment, referral and placement of entry level employees required for the operation of any and all business under this Concession License Agreement. The Licensee shall commence negotiations for such First Source Agreement immediately upon execution of this Concession License Agreement and shall complete such negotiations and enter into said First Source Agreement with the Mayor's Office of Employment and Training within thirty (30) days and said First Source Agreement shall be attached to this Concession License Agreement and marked "Exhibit E" and shall become a binding part hereof.

*Article XIV.**Indemnity.*

The Licensee does hereby covenant and agree to indemnify, save harmless from and defend the Licensor against all fines, suits, claims, demands and actions of any kind and nature including but not limited to antitrust claims, (including reasonable attorney fees) arising by reason of any and/or all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property arising by reason of any and/or all of its operations hereunder.

*Article XV.**Inspection.*

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

*Article XVI.**Ingress and Egress.*

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

*Article XVII.**Assignment, Subletting, Change of Ownership.*

The Licensee shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created thereby, or any interest in any portion of the same and shall not permit any person or persons, company or corporation to occupy the premises, without the consent of the City Council being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner of Aviation and which in the opinion of the Commissioner is not in the best interest of Licensor or the public, shall be subject to the remedies available in Article XXIII hereof.

*Article XVIII.**Signs.*

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

Article XIX.

Redelivery.

Licensee will make no unlawful or offensive use of the granted premises and will at the expiration of this Agreement, through the passage of time or otherwise or upon any sooner termination thereof without notice, quit and deliver up said premises to the Licensor and those having its estate in the premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by the Licensee or the Licensor.

Article XX.

Concessionaire's Bond.

At the time of the execution of this Agreement, Licensee shall execute and deliver to the City Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety in the sum of One Hundred Fifteen Thousand and no/100 Dollars (\$115,000.00) which bond shall guarantee faithful performance of the provisions of this Agreement.

Article XXI.

*Subject to Airline Agreements, Non-Discrimination and
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Paragraph 4, Article XI of that certain Agreement entitled "Airport Use Agreement" of 1959 and the further provisions including the right of cancellation of Section 6.4, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" of 1959 and the further provisions of that certain Agreement entitled "Airport Use Agreement and Terminal Facilities Lease" of 1983 and to such other provisions of said related Agreements as may be pertinent as entered into between the City and Scheduled Airlines governing use and operation of the Airports.

B. Licensee, in performing under this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin, or physical or mental handicap, nor otherwise commit an unfair employment practice. Licensee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Licensee agrees to post in conspicuous places, available to employees and applicants for

employment, notices setting forth the provisions of the non-discrimination clause. Licensee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Agreement.

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

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

Non-Discrimination in the Use of the Premises by Licensee.

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

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

The breach of any of the above non-discrimination covenants, shall constitute cause for Licensor to terminate this Agreement under the provisions of Article XXIII.

Article XXII.

Non-Waiver.

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

Article XXIII.

Default.

The entire Agreement is made upon condition that if the Licensee shall be in arrears in the payment of any of the license fees for a period of thirty (30) days, or if Licensee shall fail to operate the facilities herein as required or if Licensee shall fail or neglect to do or perform or observe any of the covenants contained herein on its part to be kept and performed and such failures or neglect shall continue for a period of thirty (30) days after the Licensor has notified Licensee in writing of Licensee's default hereunder and Licensee has failed to correct such default within said thirty (30) days (such thirty-day notification period shall not be construed to apply if Licensee shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors), then in any of said cases or events, the Licensor lawfully may, at its option, immediately or any time thereafter without demand or notice, enter into, and upon the granted premises or any part thereof and in the name of the whole, and repossess the same and expel said Licensee and those claiming by, through, or under it, and remove its effects, if any, forcibly if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used, for arrearages of license fees or preceding breach of covenant. On the reentry aforesaid, this Agreement shall terminate.

Article XXIV.

Independence of Agreement.

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

Article XXV.

Rules, Regulations, Laws, Ordinances and Licenses.

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

Licensor, by and through the Commissioner of Aviation, reserves the right to require of Licensee, during the term of this Agreement, the relocation of installed improvements within the Terminal Buildings or the exchange of any of the granted premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of said Commissioner same is necessary for the proper functioning of the Airport.

Article XXVI.

Notices.

Notices to Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Department of Aviation, 121 North LaSalle Street, Room 1111, City Hall, Chicago, Illinois 60602, Attention: Commissioner, and notice to Licensee if sent by certified mail, postage prepaid, addressed to Licensee at 835 North Michigan Avenue, Chicago, Illinois 60611, Attention: Corporate Secretary, or to such other addresses as the parties may designate to each other in writing from time to time.

Such notices shall be deemed effective upon mailing in compliance with this Article XXVI.

Article XXVII.

Paragraph Headings.

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

Article XXVIII.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction the invalidity of any such covenant, condition or provisions shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Article XXIX.

Prohibition of Recordation.

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

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

In Witness Whereof, the parties hereto have caused this Agreement to be executed under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

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

Initial Schedule of Merchandise reads as follows:

Accent Chicago O'Hare, Inc.

Exhibit

Since the merchandise sold by Accent Chicago all has a Chicago theme, either explicitly or implicitly, those descriptive words have not been used with the merchandise listed below. The merchandise sold by Accent Chicago includes:

Stickers and patches	\$.25	-	2.00
Magnets and ornaments	1.50	-	9.95
Keytags	1.95	-	8.95
Pens and pencils	.50	-	7.95
Cards and notes	.25	-	2.50
Packaged stationery and notepads	1.95	-	12.95
Maps and guidebooks	1.95	-	8.95
Cookbooks	4.95	-	13.95
Souvenir and picture books	3.95	-	39.95
Packaged Chicago candy and gum	.50	-	9.95
Sports team merchandise	1.00	-	25.00
Purses and bags	4.95	-	19.95
Buttons and ribbons	.50	-	5.00
Matches and lighters	.25	-	3.00
Personal accessories	5.00	-	40.00
Soaps and colognes	2.95	-	6.95

Lapel pins and costume jewelry	\$ 1.00	-	10.00
Silver charms and jewelry	10.00	-	60.00
Gold charms and jewelry	20.00	-	150.00
Caps, hats, visors, headbands	2.50	-	18.00
Plush animals	5.00	-	75.00
Soft sculpture and pillows	2.00	-	20.00
Toys and games	2.00	-	40.00
Tee shirts, sweatshirts, shorts, pants, etc.	6.95	-	29.95
Bookmarks, bookcovers, other small desk items	2.00	-	10.00
Paperweights, boxes, other larger desk items	8.00	-	85.00
Portfolios and briefcases	4.00	-	20.00
Figurines	8.00	-	65.00
Neon signs	200.00	-	300.00
Ashtrays and dishes	4.00	-	10.00
Spoons, thimbles, other collectibles	5.00	-	50.00
Plates, trivets, other ceramic and porcelain	5.00	-	50.00
Small decorative accessories	3.00	-	20.00
Larger decorative accessories	20.00	-	100.00
Music boxes	20.00	-	50.00
Napkins, plates, cups, other paper goods	2.50	-	10.00
Placemats, decorative towels	2.50	-	10.00
Trays, ice buckets, bar items	10.00	-	50.00
Mugs, steins, glasses, shotglasses	2.50	-	10.00

Wall hangings	\$10.00	-	200.00
Street sign replicas	12.00	-	15.00
Posters	3.00	-	25.00
Photographs and graphics, framed and unframed	15.00	-	150.00
Records and tapes	5.00	-	20.00

[Exhibits printed on pages 30836 through
30837 of this Journal.]

COMMITTEE ON HOUSING AND NEIGHBORHOOD DEVELOPMENT.

NOMINATION OF MR. MARSHALL HOLLEB AS MEMBER OF CHICAGO PLAN COMMISSION WITHDRAWN.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on November 6, 1985) withdrawing the appointment of Mr. Marshall Holleb as a member of the Chicago Plan Commission, begs leave to recommend that Your Honorable Body move to *Accept* the proposed communication transmitted herewith.

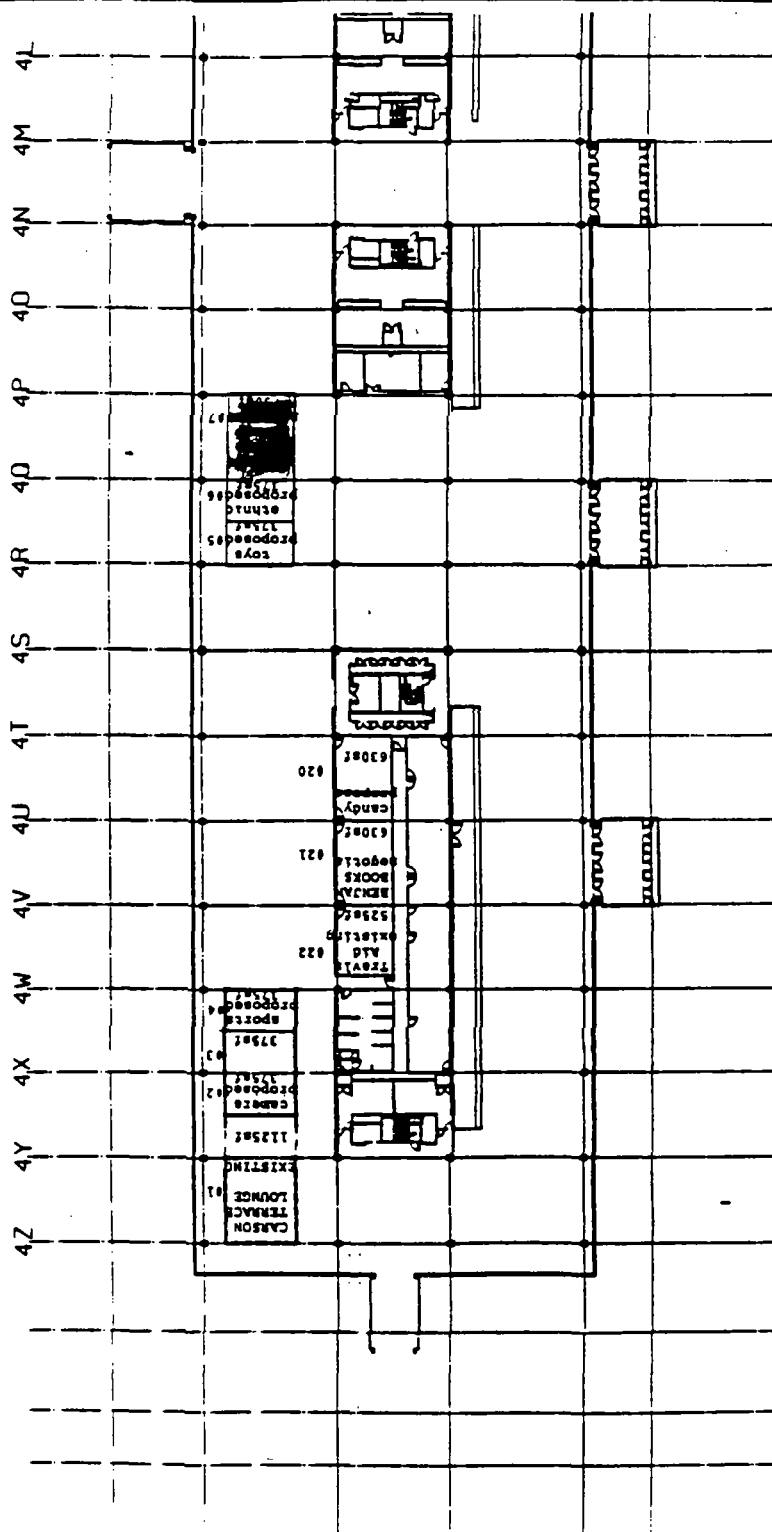
This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

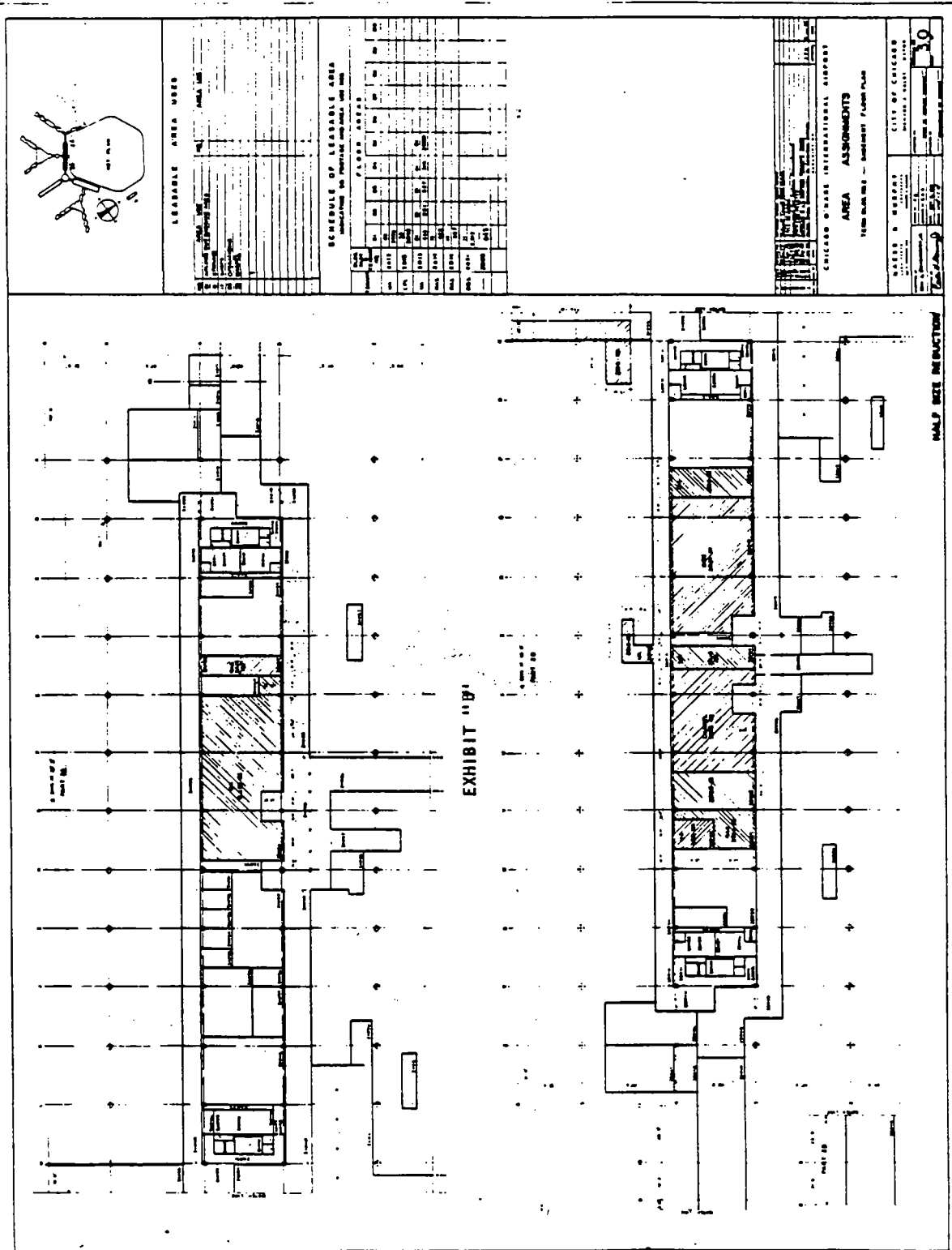
On motion of Alderman Santiago, the committee's recommendation was *Concurred In* by yeas and nays as follows:

(Continued on page 30838)

"A"



TERMINAL 2 PART 1 UPPER LEVEL



(Continued from page 30835)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

NOMINATION OF MR. JOHN P. AHERN AS MEMBER OF
CHICAGO HOUSING AUTHORITY WITHDRAWN.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a communication signed by Honorable Harold Washington, Mayor (which was referred on April 16, 1986) withdrawing the appointment of Mr. John P. Ahern as a member of the Board of the Chicago Housing Authority submitted to the City Council on September 6, 1984, begs leave to recommend that Your Honorable Body move to *Accept* the proposed communication transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

On motion of Alderman Santiago, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

APPROVAL GIVEN TO AMENDMENT NUMBER 10 TO
NEAR WEST SIDE CONSERVATION PLAN.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 11, 1985) to approve Amendment No. 10 to the Near West Side Conservation Plan, approved by the Department of Urban Renewal by Resolution No. 85-DUR-46, adopted by the Department on November 21, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Department of Urban Renewal Board and the City Council heretofore approved the Conservation Plan for the Near West Side Conservation Area; and

WHEREAS, The Department of Urban Renewal Board, by resolution adopted November 21, 1985, approved Plan Amendment No. 10 to said Plan, which Amendment is attached hereto, and incorporated in this ordinance; and

WHEREAS, The City Council has reviewed the foregoing submittal, and it is the sense of the City Council that said Plan Amendment No. 10, together with the Plan, as amended, constitutes a Conservation Plan within the meaning of the Urban Renewal Consolidation Act of 1961, and that the Plan, as amended, is in accord with the modern principles of urban planning and with the recommendations of the Chicago Plan Commission for the area covered thereby, and the City Council desires to evidence its approval of the Plan, as amended; now, therefore,

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

SECTION 1. That Amendment No. 10 to the Conservation Plan, as amended, for the Near West Side Conservation Area dated September, 1985, incorporated herein by reference, having been duly considered is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

APPROVAL GIVEN FOR SALE OF PARCEL OS-98 IN NEAR WEST SIDE
CONSERVATION AREA TO RUSH-PRESBYTERIAN-ST.
LUKE'S MEDICAL CENTER.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on March 25, 1986) to approve the sale of Parcel OS-98 in the Near West Side Conservation Area to Rush-Presbyterian-St. Luke's Medical Center, approved by the Department of Urban Renewal by Resolution No. 86-DUR-10, adopted by the Department on February 18, 1986, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Conservation Plan, as amended, for the Near West Side Conservation Area heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution no. 86-DUR-10, adopted by the Department of Urban Renewal on February 18, 1986, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, Parcel OS-98 is located at the southeast corner of West Harrison Street and South Loomis Street and contains 11,428.4 square feet; and

WHEREAS, The City Council has considered the said Resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in the Near West Side Conservation Area is hereby approved as follows:

Purchaser	Parcel	Square Feet	Square Foot Price	Total Price
Rush-Presbyterian- St. Luke's Medical Center	OS-98	11,428.4	\$2.50	\$28,571.00

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a deed of conveyance for the property described in Section 1, above.

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

APPROVAL GIVEN FOR SALE OF PARCEL LR-75 IN
PROJECT SOUTHEAST ENGLEWOOD TO MARY
AND LEROY BROWN.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 23, 1985) to approve the sale of Parcel LR-75 in Project Southeast Englewood to Mary and Leroy Brown, approved by the Department of Urban Renewal by Resolution No. 85-DUR-61, adopted by the Department on November 21, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Plan, as amended, for Project Southeast Englewood heretofore has been approved by the Department of Urban Renewal and by the City Council of the City of Chicago; and

WHEREAS, The Department proposes to accept an offer to purchase a certain parcel of land, as identified by a plat of survey on file at the offices of the Department of Housing, and as set forth in Resolution No. 85-DUR-61, adopted by the Department on November 21, 1985, and, further, has submitted herewith the said proposed offer to the City Council of the City of Chicago for its approval; and

WHEREAS, Section 26 of the Urban Renewal Consolidation Act of 1961 provides that the sale of any real property by a Department of Urban Renewal, where required to be for a monetary consideration, except public sales as provided in Section 18, shall be subject to the approval of the governing body of the municipality in which the real property is located; and

WHEREAS, The City Council has considered said resolution and the proposed sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. The sale proposed by the Department of Urban Renewal of a certain parcel of land in Project Southeast Englewood is hereby approved as follows:

Purchaser	Parcel	Square Feet	Square Foot Price	Total Price
Mary and Leroy Brown	LR-75	2,168.7	\$0.75	\$1,964.02

provided said figures are subject to adjustment upon the actual survey and determination of the square footage of said parcel.

SECTION 2. The Mayor is authorized to execute, and the City Clerk to attest, a deed of conveyance for the property described in Section 1, above.

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

APPROVAL GIVEN FOR AMENDMENT NUMBER 3 TO
REDEVELOPMENT PLAN PROJECT
63RD-DORCHESTER.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 17, 1985) to approve Amendment No. 3 to Redevelopment Plan Project 63rd-Dorchester, approved by the Department of Urban Renewal by Resolution No. 85-DUR-57, adopted by the department on November 21, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved the designation of the area described as Slum and Blighted Area Redevelopment Project 63rd- Dorchester, as amended; and approved the acquisition of the land within said project area; and

WHEREAS, The Department of Urban Renewal Board has submitted a duly approved Redevelopment Plan for Slum and Blighted Area Redevelopment Project 63rd-Dorchester entitled Department of Housing, City of Chicago, "Redevelopment Plan for Slum and Blighted Area Redevelopment Project 63rd- Dorchester, Amendment No. 3", dated November 21, 1985, consisting of six pages and three exhibits including a narrative description of the plan, a boundary map, a land use plan map and a land acquisition map; and

WHEREAS, The Department of Housing maintains a program of assistance for the relocation of individuals, families and businesses that will be displaced as a result of carrying out the Project in accordance with the Redevelopment Plan; and

WHEREAS, The Body has reviewed the Redevelopment Plan, as amended, and the recommendation of the Department of Housing and finds that said Plan is in accord with modern principles of urban planning and with general recommendations of the Chicago Plan Commission for the redevelopment of the area covered and now desires to evidence its approval of said Redevelopment Plan; now, therefore,

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

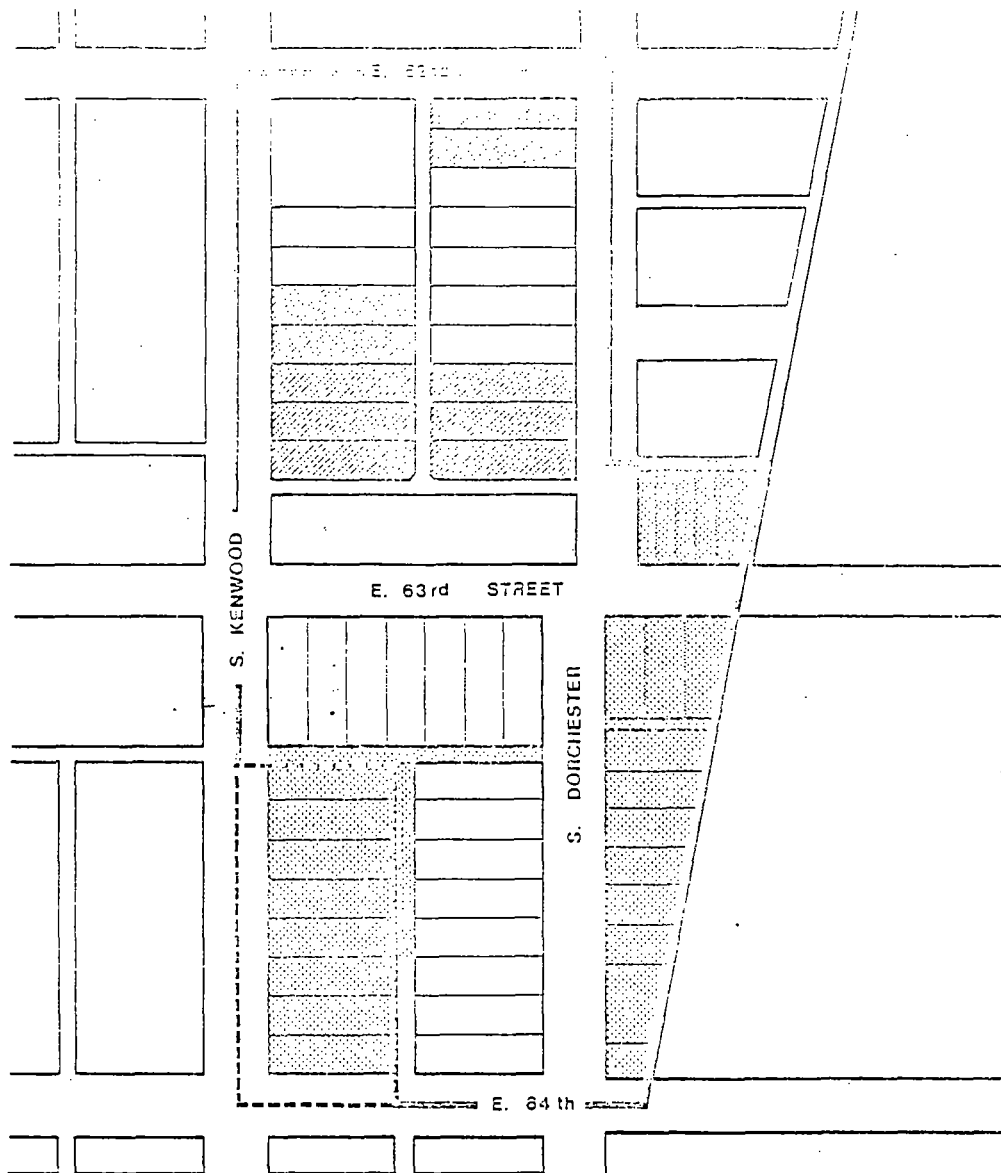
SECTION 1. The Redevelopment Plan for Slum and Blighted Area Redevelopment Project 63rd-Dorchester, Amendment No. 3, dated November 21, 1985, incorporated herein by reference, is hereby approved.

SECTION 2. In order to implement the Redevelopment Plan it is necessary to acquire the property depicted on the attached Land Acquisition Map in order to achieve the public purpose of eliminating slum and blight.

SECTION 3. The Corporation Counsel is authorized to make offers to purchase the property depicted as land to be acquired in the Redevelopment Plan. If such offers are not accepted the Corporation Counsel is authorized to institute proceedings to acquire such property under the City's power of eminent domain.

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

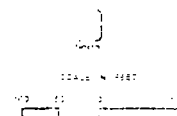
[Land Acquisition Map printed on page 30846 of this Journal.]



ACQUISITION MAP ORDINANCE NO. 3

SLUM AND DILAPIDATED AREA
REDEVELOPMENT PROJECT
3041 - Dorchester
AMENDMENT NO. 3

DEPARTMENT OF HOUSING
CITY OF CHICAGO
NOVEMBER 1985



LEGEND

- PROJECT BOUNDARY
- LAND TO BE ACQUIRED
- ACQUISITION TO BE DETERMINED
- EXISTING STREET LAYOUT

APPROVAL GIVEN FOR AMENDED DESIGNATION OF
SLUM AND BLIGHTED AREA REDEVELOPMENT
PROJECT 63RD-DORCHESTER.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on December 30, 1985) to approve the amended designation of Slum and Blighted Area Redevelopment Project 63rd-Dorchester, as approved by the Department of Urban Renewal Board of the City of Chicago by Resolution no. 85-DUR-56, adopted by the Department on November 21, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Urban Renewal Consolidation Act of 1961, Illinois Revised Statutes, 1965, Chapter 67-1/2, Section 91.101 *et seq.*, hereinafter referred to as the "Act", authorizes a Department of Urban Renewal, hereinafter referred to as the "Board", to provide for the redevelopment of Slum and Blighted Areas; and

WHEREAS, In November, 1966, the Board and the City Council approved the designation of Redevelopment Project 63rd-Dorchester as "Slum and Blighted"; and

WHEREAS, In March, 1981, the above-named designation was amended to extend the northern boundary to 62nd Street to accommodate a 21 unit development; and

WHEREAS, The staff of the Department of Housing has prepared a Designation Report entitled "Amended Designation of Slum and Blighted Area Redevelopment Project 63rd-Dorchester", dated November, 1985; and

WHEREAS, The Project finds that an area abutting Slum and Blighted Area Redevelopment Project 63rd and Dorchester is in excess of two acres and is detrimental to the public welfare because of the presence of deteriorated and dilapidated buildings; and

WHEREAS, Redevelopment of said additional and abutting area will be in accordance with a Redevelopment Plan for the entire Slum and Blighted Area Redevelopment Project 63rd-Dorchester, as amended, to be approved by the Board and submitted to this Body for its review; and

WHEREAS, The Board has determined that said additional area should be acquired pursuant to the provisions of the Act, and has approved an amendment to the Slum and Blighted Area Redevelopment Project 63rd and Dorchester which designates the area described in Section 2 below as Slum and Blighted. This determination was adopted on November 21, 1985, by Resolution no. 85- DUR-56 and incorporates by reference the Designation Report dated November, 1985 referred to above, and a certified copy has been delivered to the City Council of the City of Chicago; and

WHEREAS, The purpose of this ordinance is to amend and increase the land area of an existing Redevelopment Area by approving the designation of Slum and Blighted Area Redevelopment Project 63rd and Dorchester, as amended; now, therefore,

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

SECTION 1. The Resolution of the Board of the Department of Urban Renewal amending the designation of Slum and Blighted Area Redevelopment Project 63rd and Dorchester is hereby approved.

SECTION 2. Slum and Blighted Area Redevelopment Project 63rd-Dorchester, as amended, is described as follows:

A tract of land located in the east 1/4 of Section 14 and in the northeast 1/4 of Section 23, all in Township 38, Range 14, East of the Third Principal Meridian in the City of Chicago, County of Cook, Illinois, described as follows:

Beginning at the intersection of the center line of South Kenwood Avenue and the center line of East 62nd Street; thence East along said center line to the intersection of the center line of South Dorchester Avenue; thence South along said center line to the intersection of a line extended West from the center line of the first public alley

South of and parallel to East 62nd Place; thence East along said center line to the West right-of-way line of the Illinois Central Railroad; thence South Southwesterly along said right-of-way line of the Illinois Central Railroad to the center line of East 64th Street; thence West along the center line of East 64th Street to the center line of South Kenwood Avenue; thence North along the center line of South Kenwood Avenue to the point of beginning.

SECTION 3. This ordinance shall be effective immediately upon the passage thereof.

APPROVAL GIVEN FOR TRANSFER OF PARCEL 46-9 IN EXCHANGE
FOR DISPOSITION PARCEL 3 IN PROJECT MADISON-
RACINE WITH DEPARTMENT OF SEWERS.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on August 7, 1985) to approve the transfer of Parcel 46-9 in exchange for disposition Parcel 3 in Commercial District Development Project Madison-Racine with Department of Sewers, City of Chicago, approved by the Commercial District Development Commission by Resolution No. 85-CDDC-16, adopted by the Commission on March 19, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept a proposal from the Department of Sewers, City of Chicago, to transfer to them Parcel 46-9 in exchange for Parcel 3 as set forth in Resolution No. 85-CDDC-16, adopted by the Commission on March 19, 1985, and further has submitted herewith the said proposal to the City Council of the City of Chicago, for its approval; and

WHEREAS, The City Council has considered the said resolution, the redevelopment proposed and the indicated transfer and exchange of said parcels of land as provided therein, and it is the sense of the City Council that the transfer and exchange is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the transfer and exchange proposed by the Commercial District Development Commission of certain parcels of land in Commercial District Development Project Madison-Racine, as identified on a Disposal Parcel Map for said Project is hereby approved.

SECTION 2. This ordinance shall be effective upon its passage and approval.

APPROVAL GIVEN FOR SALE OF PARCEL 3 IN COMMERCIAL DISTRICT
DEVELOPMENT PROJECT MADISON-RACINE TO CHRISTIAN
COMMUNICATIONS OF CHICAGOLAND, INCORPORATED.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on January 16, 1986) to approve the sale of Parcel 3 in Commercial District Development Project Madison-Racine to Christian Communications of Chicagoland, Inc., approved by the Commercial District Development Commission by Resolution No. 85-CDDC- 41, adopted by the Commission on

November 19, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Madison-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Christian Communications of Chicagoland, Inc., said Parcel is designated as Parcel 3 on the Disposal Parcel Map available for inspection at the Office of the Economic Development Department and is commonly known as 900-910 West Monroe Street; and

WHEREAS, The Commercial District Development Commission adopted Resolution No. 85-CDDC-41 on November 19, 1985 whereby it recommends to the City Council that it approve the sale of Parcel 3 in Project Madison-Racine to Christian Communications of Chicagoland, Inc. as provided therein; a certified copy of said resolution has been transmitted to this Body; and

WHEREAS, The City Council has considered the said resolution and the indicated sale of said parcel of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Parcel 3 in Commercial District Development Project Madison- Racine, is hereby approved as follows:

Purchaser	Parcel	Square Foot Price	Total Price
Christian Communications of Chicagoland, Inc.	3	\$7.00	\$150.540.60

Parcel 3 is legally described as follows:

Lots 6, 7, 8 and the South 1/2 of Lot 5 in Block 3 in Duncan's Addition to Chicago, being a Subdivision of the East 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of land, a deed and any other documentation which may be necessary to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall be effective immediately upon its passage.

APPROVAL GIVEN TO SALE OF PARCELS I-4 AND I-5 IN
COMMERCIAL DISTRICT DEVELOPMENT PROJECT
ROOSEVELT-HALSTED TO SAINT IGNATIUS
COLLEGE PREPARATORY SCHOOL.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 30, 1986) to approve the sale of Parcels I-4 and I-5 in Commercial District Development Project Roosevelt-Halsted to Saint Ignatius College Prep, approved by the Commercial District Development Commission by Resolution No. 86-CDDC-2, adopted by the Commission on February 18, 1986, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project Roosevelt-Halsted heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase certain parcels of land, made by Saint Ignatius College Prep, said parcels are designated as Parcels I-4 and I-5 on the Disposal Parcel Map available for inspection at the Office of the Economic Development Department and are commonly known as 1225-1261 S. Blue Island Avenue, 1036-1072 W. 13th Street and 1230-1250 vacated S. Miller Street; and

WHEREAS, The Commercial District Development Commission adopted Resolution No. 86-CDDC-2 on February 18, 1986, whereby it recommends to the City Council that it approve the sale of Parcels I-4 and I-5 in Project Roosevelt- Halsted to Saint Ignatius College Prep as provided therein; a certified copy of said resolution has been transmitted to this Body; and

WHEREAS, The City Council has considered the said resolution and the indicated sale of said parcels of land as provided therein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of Parcels I-4 and I-5 in Commercial District Development Project Roosevelt-Halsted to Saint Ignatius College Prep, is hereby approved as follows:

Parcel I-4 is legally described as follows:

A tract of land situated in the N.E. 1/4 of Section 20, Twp. 39 N. R. 14 E. of the 3rd P.M., comprising all or a part of the following mentioned lots, blocks, alleys and adjoining streets, to wit: Lots 17 through 32, together with the adjoining alley, in Block 2 in Henry Waller's Subdivision of the NW 1/4 of the NE 1/4 of Section 20 aforesaid; also the vacated streets, Washburne Av. and 13th St., adjoining the above described property, all taken together as a tract and described as follows: Beginning at a point in the S. line of the North 5 ft. of vacated Washburne Av. which is 450 ft. W. of the W. line of vacated Miller St.; thence W. along the N. line of vacated Washburne Av. to its intersection with the SE'ly. line of S. Blue Island Av. extended; thence SW 1/4 along the SE'ly. line of S. Blue Island Av., and said SE'ly. line extended, to its intersection with the S. line of the N. 18 ft. of vacated 13th St., aforesaid; thence E. along the S. line of the N. 18 ft. of said vacated 13th St. to a point that is 450 ft. W. of the W. line of vacated Miller St., extended S.; thence N. parallel to the said W. line of vacated Miller St., and said W. line extended, to the point of beginning,

Also;

The S. 15 ft. of the N. 1/2 of vacated 13th St. lying between the E'ly. line of S. Blue Island Av. and a line that is 234 ft. W. of and parallel to the W. line of vacated Miller St., extended.

Parcel I-5 is legally described as follows:

A tract of land situated in the NE 1/4 of Section 20, T. 39 N., R. 14 E. of the 3rd P.M. comprising all or a part of the following mentioned lots, blocks, alleys and adjoining streets, to wit: Lots 1 through 17, 19, 20 and 32 through 49 together with adjoining vacated alleys, all in Block 2 in Henry Waller's Subdivision of the NW 1/4 of Section 20, aforesaid; also the vacated streets (Washburne Av. and 13th St.) adjoining the above described property, all taken together as a tract and described as follows: Beginning at the intersection of the W. line of S. Miller St. now vacated and the N. line of W. Washburne Ave.; thence W. along the N. line of W. Washburne Av., a distance of 450 ft.; thence S. parallel to the W. line of S. Miller St. to a point that is 18 ft. S. of the N. line of W. 13th St.; thence E. parallel to the N. line of W. 13th St., a distance of 216 ft.; thence S. parallel to the W. line of S. Miller St., extended, a distance of 15 ft. to the center line of W. 13th St., aforesaid; thence E. along the center line of W. 13th St., a distance of 234 ft. to the W. line of S. Miller St., extended; thence N. along the W. line of S. Miller St. and said W. line extended, to the point of beginning (except that part of the 5 ft. of vacated Washburne Av. lying W. of a line which is 490 ft. W. of and parallel to the W. line of S. Morgan St.).

Also;

That part of the N. 5 ft. of vacated Washburne Ave. which lies E. of a line which is 450 ft. W. of and parallel to the W. line of Miller St., now vacated, and W. of a line which is 490 ft. W. of and parallel to the W. line of S. Morgan St.

SECTION 2. In consideration of said sale Saint Ignatius College Prep will enter into a Redevelopment Agreement with the City of Chicago wherein it shall agree to:

- (A) construct specified improvements upon the land in the nature of athletic and recreational facilities in accordance with plans and specifications approved by the City of Chicago;
- (B) make the facility available to neighborhood youths for supervised athletics in accordance with a schedule to be approved by the City of Chicago;
- (C) refrain from discriminating in the use of the property on the basis of race, color, religion, sex or national origin;
- (D) grant an option to the City of Chicago for the acquisition of Parcel 4-2 in Commercial District Redevelopment Project Roosevelt-Halsted at a nominal consideration.

SECTION 3. The deed of conveyance shall provide that at any time the property is not devoted to the above described use or not available for use by members of the public it shall revert to the City of Chicago.

SECTION 4. The Mayor is authorized to execute, on behalf of the City of Chicago, a contract for the sale of land, a deed and any other documentation which may be necessary to effectuate the above sale, subject to approval of the Corporation Counsel as to form and legality.

SECTION 5. This ordinance shall be effective immediately upon its passage.

APPROVAL GIVEN TO SALE OF PARCEL 1 IN COMMERCIAL
DISTRICT DEVELOPMENT PROJECT 43RD-RACINE
TO BO PACKING COMPANY.

The Committee on Housing and Neighborhood Development submitted the following report:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor (which was referred on May 14, 1986) to approve the sale of Parcel 1 in Commercial District Development Project 43rd- Racine to Bo Packing Company, approved by the Commercial District Development Commission by Resolution No. 85-CDDC-40, adopted by the Commission on November 19, 1985, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Redevelopment Plan for Project 43rd-Racine heretofore has been approved by the Commercial District Development Commission and by the City Council of the City of Chicago; and

WHEREAS, The Commission proposes to accept an offer to purchase a certain parcel of land, made by Bo Packing Company as set forth in Resolution No. 85-CDDC-40, adopted by the Commission on November 19, 1985, and further has submitted herewith the said proposed offer to the City Council of the City of Chicago, for its approval; and

WHEREAS, The City Council has considered the said resolution, the redevelopment proposed and the indicated sale of said parcel of land as provided herein, and it is the sense of the City Council that the sale is satisfactory and should be approved; now, therefore,

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

SECTION 1. That the sale proposed by the Commercial District Development Commission of a certain parcel of land in Commercial District Development Project 43rd-Racine, as identified on a Disposal Parcel Map for said Project is hereby approved as follows:

Purchaser	Parcel	Square Feet	Square Foot Price	Total Price
Bo Packing Company	1	21,748.13	\$1.25	\$27,185.16

Parcel 1 is Legally Described as Follows:

That Part of the East 239.90 Feet of Lot or Block 3 in Packer's Addition to Chicago, being a Subdivision of the West part of the South half of the Northwest 1/4 of Section 5, and Part of the West 15 Acres of the Northeast 1/4 of the Northwest 1/4 of Section 5, Township 38 North, Range 14 East of the Third Principal Meridian, lying North of a line extended Westwardly from a Point on the East Line of said Lot or Block 3 which is 140.84 Feet South from the Northeast Corner of Said Lot or Block 3 to a Point on the West Line of Said East 239.90 Feet of Lot or Block 3 Which is 140.47 Feet South From the North Line of Said Lot or Block 3 (Excepting therefrom the North 50 feet of Said East 239.90 Feet of Said Lot or Block 3), in Cook County, Illinois.

SECTION 2. This ordinance shall be effective upon its passage and approval.

CHICAGO HOUSING AUTHORITY REQUESTED TO GIVE
REGULAR REPORTS ON SCATTERED SITE
HOUSING.

The Committee on Housing and Neighborhood Development submitted the following resolution:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a resolution (which was referred on November 20, 1985) from myself calling for regular C.H.A. reports on scattered site housing, begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

Be It Hereby Resolved, That the Chairman of the Chicago Housing Authority is hereby memorialized to appear before the Chicago City Council Committee on Housing for the purpose of giving periodic updated progress reports, with proper documentation, on the C.H.A.'s plans and programs for Scattered Site Housing. Such reports are to be rendered periodically to the Committee at such times as the Committee Chairman shall designate.

Action Deferred -- MEMORIALIZATION OF CHICAGO HOUSING
AUTHORITY CONCERNING REPAIRS TO EXISTING
PROPERTIES PRIOR TO MAKING NEW
PROPERTY PURCHASES.

The Committee on Housing and Neighborhood Development submitted the following report, which was, on motion of Alderman Bloom and Alderman Smith, *Deferred* and ordered published:

CHICAGO, June 5, 1986.

To the President and Members of the City Council:

Your Committee on Housing and Neighborhood Development, having had under consideration a resolution (which was referred on December 17, 1985) from Alderman Banks calling that C.H.A. repair existing properties prior to making new property purchases, begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) MIGUEL A. SANTIAGO,
Chairman.

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

WHEREAS, The Chicago Housing Authority is owner, purchaser and manager of numerous buildings throughout the City of Chicago; and

WHEREAS, These buildings consist of a large number of dwelling units, many of which are in disrepair and in need of rehabilitation; and

WHEREAS, It is the unfortunate practice of the Chicago Housing Authority, with its limited funds, to continue purchasing new properties -- often in areas where the need for public housing is not great -- when the Authority should be attending to improving the several rundown properties which it currently owns and manages; and

WHEREAS, Such purchasing of additional buildings and additional dwelling units taxes the already vulnerable responsibilities of the Chicago Housing Authority and causes a serious neglect of numerous units which are in dire need of rehabilitation; now, therefore,

Be It Resolved. That the Chicago Housing Authority is hereby memorialized to cease the practice of using current funds for purchasing new properties so that those funds may be put to the service of public safety and welfare through the rehabilitation of existing C.H.A. dwelling units which must be brought into conformity with current building standards and which nonetheless remain in dire need of repair.

COMMITTEE ON LOCAL TRANSPORTATION.

AUTHORITY GRANTED FOR ERECTION OF BUS PASSENGER SHELTER ON WEST IRVING PARK ROAD AND NORTH LAVERGNE AVENUE.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed order memorializing the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on the northeast corner of West Irving Park Road and North Lavergne Avenue, begs leave to recommend that Your Honorable Body *Pass* the said proposed order, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE J. HAGOPIAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Local Transportation is hereby authorized and directed to memorialize the Chicago Transit Authority to give consideration to the erection of a bus passenger shelter on the northeast corner of West Irving Park Road and North Laverne Avenue.

AUTHORITY GRANTED FOR INSTALLATION AND MAINTENANCE
OF BUS PASSENGER SHELTER ON NORTH CALIFORNIA
AVENUE AT INTERSECTION OF WEST WARREN
BOULEVARD.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on March 25, 1986) authorizing the Chicago Transit Authority to install and maintain a bus passenger shelter for northbound passengers at the intersection of North California Avenue and West Warren Boulevard, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE J. HAGOPIAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The necessity of erecting shelters for the convenience of bus passengers has been determined by experience; and

WHEREAS, Chicago Transit Authority has a bus stop where other means of shelter is not readily available; and

WHEREAS, The interval of time between buses was also a factor in this site selection; now, therefore,

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

SECTION 1. That the construction of a bus passenger shelter at the following location within the public right-of-way of the City of Chicago is hereby approved:

Street	At	Intersection	Location	Ward
North California Avenue		West Warren Boulevard	Southeast corner (northbound)	27

SECTION 1a. The Chicago Transit Authority shall submit copies of plans and specifications to the City of Chicago, Department of Public Works, Bureau of Traffic Engineering and Operations for approval.

SECTION 1b. The Chicago Transit Authority shall obtain all necessary permits from the City of Chicago, Department of Public Works, for work necessary to install and maintain the bus shelter.

SECTION 1c. The Chicago Transit Authority shall be solely responsible for all expenses necessary for the installation, maintenance, removal or relocation of the bus passenger shelter.

SECTION 1d. The Chicago Transit Authority shall remove or relocate the shelter at its sole expense within ten (10) days when so ordered by the City of Chicago, Department of Public Works.

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

CHICAGO TRANSIT AUTHORITY URGED TO ENLARGE SIGNS
RESERVING SENIOR CITIZEN AND HANDICAPPED
SEATING SPACES.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a resolution (which was referred on April 9, 1986) memorializing the Chicago Transit Authority to enlarge the print on signs indicating "Reserved Senior Or Handicapped Seating" limited to the immediate seating space on both sides of the front of the bus, to the end, so that all passengers may be aware of these reserved spaces, begs leave to recommend that Your Honorable Body *Adopt* the said resolution, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE J. HAGOPIAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Chicago Transit Authority has long promoted a policy of reserving certain seats on its facilities for senior citizens and handicapped persons; and

WHEREAS, Present signs reserving seating space are of a small size in relatively small print and are difficult to read by seniors and non-seniors alike; now, therefore,

Be It Resolved, That the Chicago Transit Authority is hereby memorialized to enlarge all signs indicating reserved senior or handicapped seating to the end that all citizens may be made aware of these reserved spaces; and

Be It Further Resolved, That buses operated by the Chicago Transit Authority have installed, directly behind the driver's seat, signs in large, readable print, indicating as follows:

"PLEASE RESERVE THESE FRONT SEATS OUT OF RESPECT
FOR SENIORS AND HANDICAPPED PERSONS."

CHICAGO MUNICIPAL CODE AMENDED BY REPEAL
OF OLD AND CREATION OF NEW
SECTION 188-49.

The Committee on Local Transportation submitted the following report:

CHICAGO, June 4, 1986.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Harold Washington, Mayor, (which was referred on February 26, 1986) to repeal Section 188-49 [trains blocking streets] and substituting a new Section 188-49, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 11 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) GEORGE J. HAGOPIAN,
Chairman.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

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 and as such may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, The City regulates the use of the public ways within its boundaries in order to protect the health, safety and welfare of the City residents; and

WHEREAS, The City desires to encourage the orderly movement of traffic on its public ways; and

WHEREAS, The City also desires to insure the orderly movement of traffic through railroad grade crossings in order to prevent undue congestion and to prevent obstruction of emergency vehicles; now, therefore,

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

SECTION 1. Section 188-49 of the Municipal Code of Chicago is hereby repealed and a new Section 188-49 be and hereby is adopted to read in italics as follows:

188-49. No railroad corporation shall permit its trains, cars or locomotives to operate in a manner which prevents the use of any street for purposes of travel for a period of time in excess of five minutes.

A fine of Two Hundred Dollars shall be imposed for each violation of this Section. Each consecutive five minutes thereafter that the railroad trains, cars or locomotives continue to prevent the use of any street for purposes of travel shall constitute a separate and distinct offense. However, the total maximum fine for the violation of this Section shall not exceed Five Hundred Dollars.

Service of process may be effectuated for a violation of this Section by serving a notice of violation on the locomotive engineer or any other on-train employee of the offending railroad corporation or by any other means which is prescribed for the service of process by the Code of Civil Procedure of Illinois.

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

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES AT
SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>HAGOPIAN</i> (30th Ward)	North Karlov Avenue (west side), at 1900 (50 feet) -- for handicapped -- at all times;
<i>BANKS</i> (36th Ward)	West Belmont Avenue, at 5715 (50 feet) -- at all times;
<i>HANSEN</i> (44th Ward)	North Greenview Avenue alongside of 1458 West Belmont Avenue from the alley at the rear of building to a point 20 feet south thereof -- 8:00 A.M. to 12:00 noon -- Mondays through Saturdays.

***Referred -- DISCONTINUANCE OF LOADING ZONE AT 2650
NORTH LAKEVIEW AVENUE.***

Alderman Oberman (43rd Ward) presented a proposed ordinance to discontinue the loading zone at 2650 North Lakeview Avenue during specified hours, which was *Referred to the Committee on Traffic Control and Safety*.

***Referred -- ONE-WAY TRAFFIC RESTRICTIONS AMENDED
ON PORTIONS OF SPECIFIED PUBLIC WAYS.***

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on portions of specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Direction
<i>HUTCHINSON</i> (9th Ward)	East 110th Place between South King Drive and South Vernon Avenue -- westerly (instead of East 110th Place between South Vernon Avenue and South King Drive -- easterly);
<i>CULLERTON</i> (38th Ward)	West Newport Avenue from North Laramie Avenue to the first alley west of North Cicero Avenue -- easterly (instead of West Newport Avenue from North Laramie Avenue to North Cicero Avenue -- easterly);
<i>MCLAUGHLIN</i> (45th Ward)	North Miltmore Avenue between North Elston Avenue and North Leonard Avenue -- both ways (by striking therefrom -- northerly).

*Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF
WEST 53RD STREET.*

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the one-way traffic restriction on West 53rd Street between South Pulaski Road and South Millard Avenue -- easterly, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- LIMITATION OF PARKING ON PORTION OF
SOUTH STATE STREET.*

Alderman Kelley (20th Ward) presented a proposed ordinance to limit the parking of vehicles to a one hour period on South State Street at 7047, from 7:00 A.M. to 6:00 P.M. on Mondays through Saturdays, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- PROHIBITION OF PARKING AT ALL TIMES AT
SPECIFIED LOCATIONS.*

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
<i>HUELS</i> (11th Ward)	West 46th Street at 607 (except for handicapped);
<i>STREETER</i> (17th Ward)	South Aberdeen Street (west side) at 7752 (except for handicapped);
<i>SHEAHAN</i> (19th Ward)	South Hermosa Avenue (east side) at 11453 (except for handicapped);
<i>GARCIA</i> (22nd Ward)	South Troy Avenue at 2547 (except for handicapped);
<i>KRYSTYNIAK</i> (23rd Ward)	South LaCrosse Avenue at 5122 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Spaulding Avenue (east side) at 4001 alongside of 3260 West Irving Park Road (driveway); North Kildare Avenue (west side) at 3926 (except for handicapped);
<i>CULLERTON</i> (38th Ward)	West Newport Avenue (north side) from North Cicero Avenue to the first alley west thereof;
<i>LAURINO</i> (39th Ward)	West Devon Avenue (both sides) between North Central Avenue and North Caldwell Avenue (rush hour control) -- Mondays through Fridays; North Pulaski Road (both sides) between West Devon Avenue and West Peterson Avenue (rush hour control) -- Mondays through Fridays;
<i>O'CONNOR</i> (40th Ward)	North Troy Street (east side) from West Lawrence Avenue to the first alley north thereof -- Mondays through Saturdays;
<i>NATARUS</i> (42nd Ward)	North Halsted Street from 1520 north to West Weed Street;

Alderman	Location and Distance
OBERMAN (43rd Ward)	North Lakeview Avenue at 2650 (tow-away zone);
HANSEN (44th Ward)	North Elaine Place at 3430 (tow-away zone -- driveway);
ORBACH (46th Ward)	North Pine Grove Avenue at 3930 (tow-away zone) at driveway -- either side;
VOLINI (48th Ward)	North Wayne Avenue at 5406 (except for handicapped).

*Referred -- ESTABLISHMENT OF RESIDENT PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control Safety*, as follows:

Alderman	Location and Distance
SHEAHAN (19th Ward)	South Leavitt Street from West 94th to West 95th Streets -- at all times;
MELL (33rd Ward)	Both sides of the 3100 block of North Bernard Avenue -- at all times.

*Referred -- SPEED LIMITATION ON PORTION OF NORTH
KIMBALL AVENUE.*

Alderman Kotlarz (35th Ward) presented a proposed ordinance to limit the speed of vehicles to 20 miles per hour on North Kimball Avenue from West Irving Park Road to West Montrose Avenue, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- DISCONTINUANCE OF TOW-AWAY ZONES AT
SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to discontinue the tow-away zones at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

6/6/86

NEW BUSINESS PRESENTED BY ALDERMEN

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Alderman	Location
<i>ROTI</i> (1st Ward)	West Jackson Boulevard (both sides) between South Canal Street and South Wacker Drive -- at all times;
<i>NATARUS</i> (42nd Ward)	East Oak Street (south side) from North State Street to North Michigan Avenue -- 4:00 P.M. to 6:30 P.M. -- Mondays through Fridays.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
<i>ROTI</i> (1st Ward)	West Adams Street at South Wacker Drive -- "No Right Turn";
<i>HUMES</i> (8th Ward)	Alley of Stony Island -- Blackstone 8600 to 8700 -- "One-Way";
<i>HUTCHINSON</i> (9th Ward)	South Prairie Avenue at East 118th Street -- "Stop";
	South Wentworth Avenue at East 125th Street -- "Stop";
	West 128th Place at South Parnell Avenue -- "Stop";
	West 128th Place at South Lowe Avenue -- "Stop";
	East 103rd Street and South Dauphin Avenue -- "No Left Turn -- Blind Spot Under Viaduct";
<i>MAJERCZYK</i> (12th Ward)	West 38th Street from South California Avenue to South Kedzie Avenue -- "No Truck Parking";
<i>MADRZYK</i> (13th Ward)	West 61st Place and South Springfield Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
	West 64th Street at South Lavergne Avenue -- "Stop";
<i>SHEAHAN</i> (19th Ward)	West 103rd Place and South Talman Avenue -- "3-Way Stop";
<i>BANKS</i> (36th Ward)	North Melvina Avenue (one-way street/southerly) at West Wabansia Avenue -- "Stop";
	West Addison Street and North Cumberland Avenue -- "No Turn on Red";
	West Irving Park Road and North Pioneer Avenue -- "Caution - Slow";
<i>LAURINO</i> (39th Ward)	West Granville Avenue and North Pulaski Road -- "Do Not Block Intersection";
<i>ORBACH</i> (46th Ward)	North Dayton Street at West Montrose Avenue -- "No Outlet";
<i>ORR</i> (49th Ward)	West Granville Avenue and North Lakewood Avenue -- "4-Way Stop";
	Southeast corner of North Ashland Avenue and West Birchwood Avenue - - "Stop";
<i>STONE</i> (50th Ward)	North Talman Avenue and West Arthur Avenue, stopping Talman Avenue traffic -- "Stop".

Referred -- SURVEY FOR ERECTION OF APPROPRIATE SPEED
LIMIT SIGN ON PORTION OF NORTH LATROBE AVENUE.

Alderman D. Davis (29th Ward) presented a proposed order to conduct a survey for the erection of appropriate 15 m.p.h. speed limit signs on North Latrobe Avenue from 100 north to 400 north, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- WEIGHT LIMITATION ESTABLISHED ON PORTION OF
SOUTH CORLISS AVENUE.

Alderman Hutchinson (9th Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on South Corliss Avenue from East 103rd Street to East 106th Street, which was *Referred to the Committee on Traffic Control and Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented two proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN GABINSKI (32nd Ward):

To classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-N bounded by

a line 108.95 feet north of West Medill Avenue; North Sayre Avenue; a line 47.7 feet north of West Medill Avenue; and the alley next west of North Sayre Avenue.

BY ALDERMAN NATARUS (42nd Ward):

To classify as an R5 General Residence District instead of a B4-5 Restricted Service District the area shown on Map No. 3-E bounded by

a line 69.3 feet north of East Bellevue Place; the alley next east of North Rush Street; East Bellevue Place; and a line 83 feet west of the alley next east of North Rush Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented eleven proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman

Claimant

EVANS (4th Ward)

South Dorchester Condominium
Association;

Southwold Condominium;

Alderman

Claimant

The Woodlawn Condominium
Association;

4939 South Dorchester Condominium
Association;

Narragansett Condominium
Association;

BLOOM (5th Ward)

Kenwood Green Condominium;

5557-5559 Blackstone Condominium;

HUTCHINSON (9th Ward)

Arlette Sherley;

SHEAHAN (19th Ward)

Sister Mary Justina, R.S.M.;

PUCINSKI (41st Ward)

Bronislaw Kozyro;

STONE (50th Ward)

6816 N. Ridge Condominium
Association;

7520 Ridge Building Corporation.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

Referred -- DECLARATION OF NORTH CURB LANE
ON PORTION OF ADAMS STREET AS
ONE-WAY TRAFFIC LANE.

A proposed ordinance to declare the north curb lane of Adams Street as an exclusive westbound lane between South Michigan Avenue and South Clinton Street pursuant to Section 27-250 of the Chicago Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DECLARATION OF SOUTH CURB LANE ON
PORTION OF WEST JACKSON BOULEVARD
AS ONE-WAY TRAFFIC LANE.

Also, a proposed ordinance to declare the south curb lane of West Jackson Boulevard as an exclusive eastbound lane between South Clinton and South State Streets pursuant to Section 27-250 of the Chicago Municipal Code, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST FLOURNOY STREET, ET CETERA, FOR
STREET FESTIVAL.

Also, a proposed order to grant permission to the Notre Dame de Chicago Academy to close to traffic West Flounoy Street from South Loomis to South Ada Streets, and also South Ada Street from West Flounoy to West Lexington Streets to hold a "Festival in the Street" on Saturday, June 7, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO HOLD "COUNTRY IN
THE SOUTH LOOP" FAIR ON PORTION OF SOUTH
DEARBORN STREET, ET CETERA.

Also a proposed order for the issuance of permits to the South Loop Neighbors Association, c/o Katrine Anderzhon, to hold a "Country in the South Loop" fair on South Dearborn Street from West Polk to West Harrison Streets and also on West Polk Street from South Plymouth Court to South Federal Street on Sunday, August 24, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS TO HOLD PROMOTION
FEAT BY CAST OF SPECIFIED BROADWAY MUSICAL.

Also, a proposed order for the issuance of permits to the Greater State Street Council, c/o Belinda F. Plant, to hold a promotion feat by the cast of the Broadway Musical *La Cage Aux Folles* on portion of West Quincy Street just west of the State Street Mall on Wednesday, June 4, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR CONSTRUCTION AND
MAINTENANCE OF SPECIFIED CANOPIES.

Also, four proposed orders for the issuance of permits to construct, maintain and use canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Roman P. Badiola -- to maintain and use an existing canopy at 1132 West Fulton Market;

Hagar Parking Associates as agent for LaSalle National Bank, Trust no. 106755 --to construct, maintain and use a canopy at 60 East Lake Street;

Rand Hall Corporation d/b/a Barney's Market Club -- to construct, maintain and use a canopy at 741 West Randolph Street;

The Gap, Incorporated -- to construct, maintain and use a canopy at 137 North Wabash Avenue.

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSSTAND AT SPECIFIED INTERSECTION.

Also, a proposed order for the issuance of a newsstand permit to Gail Gray for the operation of a stand on the southwest corner of East Madison Street and Wabash Avenue for five days a week, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN RUSH (2nd Ward):

Referred -- ISSUANCE OF PERMITS TO HOST
NEIGHBORHOOD FESTIVAL.

A proposed order for the issuance of permits to the Douglas Grand Boulevard Neighborhood Festival Coalition, c/o Thomas Gray, to host a "Neighborhood Festival" during the period of August 1 to August 3, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN EVANS (4th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 1640 EAST 60TH STREET.

A proposed order for the issuance of a permit to Narragansett Condominium Association to maintain and use an existing canopy attached to the building or structure located at 1640 East 60th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN BLOOM (5th Ward):

TRIBUTE TO LATE MR. DOUGLAS B. ANDERSON.

A proposed resolution reading as follows:

WHEREAS, Douglas B. Anderson, age 85, a valued and respected citizen of Chicago, died in May, 1986; and

WHEREAS, He was a graduate of Moody Bible Institute in Chicago and a student of Garrett Theological Seminary in Evanston, and was for years a Methodist Minister in Illinois. His pastoral career was distinguished by remarkable devotion to the social welfare especially among the coal miners of Illinois; and

WHEREAS, For many years Douglas Anderson was an active and successful labor representative in collective bargaining and organization. He became vice- president of the Textile Workers Union of American (A.F.L.-C.I.O.); and

WHEREAS, In 1948 he became legislative assistant to United States Senator Paul H. Douglas and was in charge of Senator Douglas' Chicago office for eighteen years, as long as Paul H. Douglas was Senator; and

WHEREAS, For seven years thereafter, he was labor relations advisor to Exchange National Bank of Chicago; and

WHEREAS, As a board member of Abraham Lincoln Center and of American Civil Liberties Union Chicago Division, he continued to contribute to the welfare of Chicago; now, therefore,

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

The Mayor and City Council note with sadness the death of Douglas B. Anderson, acknowledge with deep pride and satisfaction his remarkable lifetime record of devotion to the welfare of our City and nation, and express to his wife, children, grandchildren and great grandchildren the sympathy and condolences of the City of Chicago on the loss suffered by all.

Alderman Bloom 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 Bloom, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

*Referred -- PERMISSION TO HOLD SIDEWALK SALE AT
SPECIFIED LOCATION.*

A proposed order to grant permission to the South Chicago Chamber of Commerce to hold a sidewalk sale on portions of South Commercial Avenue, East 91st Street and East 92nd Street for the period of July 31 through August 3, 1986, which was *Referred to the Committee on Beautification and Recreation.*

*Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY.*

Also, a proposed order for the issuance of a permit to the East Side Bank and Trust Company to maintain and use an existing canopy attached to the building or structure located at 10635 South Ewing Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN HUELS (11th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOHN BOYD
ON THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, On June 6, 1986, Mr. and Mrs. John Boyd will celebrate their Golden Wedding Anniversary, having been married for 50 years; and

WHEREAS, Mr. and Mrs. John Boyd, known affectionately to all as "Jack and Dolly", had celebrated with their family members and many friends on May 30, 1986; and

WHEREAS, Mr. and Mrs. John Boyd have been outstanding citizens of the great City of Chicago; and

WHEREAS, Mr. and Mrs. John Boyd exemplify the goal to which most humans aspire, typifying the togetherness, warmth, and sense of mutual accomplishment that are key factors in an inevitable 50 years of marriage; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 6th day of June in 1986, do hereby extend our heartiest congratulations to Mr. and Mrs. John Boyd on their Golden Wedding Anniversary, and may we also extend our sincerest wishes to them in the many more years to come; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. John Boyd.

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

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

SUNDAY, JUNE 29, 1986 PROCLAIMED AS "ILLINOIS
AND MICHIGAN CANAL 150TH ANNIVERSARY
DAY" IN CHICAGO.

Also, a proposed resolution reading as follows:

WHEREAS, The Illinois and Michigan Canal, from Chicago's Bridgeport neighborhood to LaSalle/Peru, provides the focal spine of Unique National Park designation, the Illinois and Michigan Canal National Heritage Corridor; and

WHEREAS, The Illinois communities known as Chicago and Ottawa were laid out by the Illinois and Michigan Canal Commission in 1830; and

WHEREAS, On July 4, 1836 amidst the cheers of the assembled multitude, Colonel Archer broke ground for the Illinois and Michigan Canal; and

WHEREAS, The Illinois and Michigan Canal's easternmost point of origin is located at the end of the South Branch of the Chicago River in Chicago's historic Bridgeport neighborhood; and

WHEREAS, The Illinois and Michigan Canal -- a 96 mile waterway -- changed the course of Illinois history, providing the first navigable waterway between the Great Lakes and the Midwest's inland river system, including the Mississippi River; and

WHEREAS, The Illinois and Michigan Canal played a prominent role in the early growth of Chicago, especially as a national transportation center and also as the cradle of midwestern industry; and

WHEREAS, The persons who worked on the canal were primarily immigrants from Ireland, many of whose descendants still live in the communities where the original canal workers settled -- such as Chicago's Bridgeport neighborhood --and who continue to contribute to the development of their communities; and

WHEREAS, The City of Chicago and members of the Bridgeport neighborhood, through the Celebrate Bridgeport Committee, will hold a parade, an ethnic food fest and provide live entertainment -- all in the historic Bridgeport neighborhood -- on Sunday, June 29, 1986 to commemorate the 150th anniversary of the beginning of the Illinois and Michigan Canal; and

WHEREAS, The City of Chicago is proud to recognize its heritage, the heritage of its neighborhoods and its place within the Illinois and Michigan Canal National Heritage Corridor; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby proclaim Sunday, June 29, 1986, as the "Illinois and Michigan Canal 150th Anniversary Day"; and

Be It Further Resolved, That a suitable copy of this resolution be made available in honor of this celebration.

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

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

CONGRATULATIONS EXTENDED TO FATHER JULIUS WALZ ON
OCCASION OF HIS 40TH ANNIVERSARY OF ORDINATION.

Also, a proposed resolution reading as follows:

WHEREAS, Father Julius Walz will celebrate his 40th Anniversary in the priesthood at a Mass on June 14, 1986, at the Immaculate Conception Church located at 3111 South Aberdeen Street; and

WHEREAS, Father Walz was born and raised in the Bridgeport community of Chicago, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Father Walz, the son of the late Julius and Anna Walz, was born on October 1, 1907 at 36th and Halsted Street; and

WHEREAS, Father Walz was baptized at Immaculate Conception Church, where he had also attended kindergarten and first grade before transferring to the St. Anthony de Padua School, located at 28th and Wallace Street, where he had graduated in 1922; and

WHEREAS, In 1938, he had entered the St. Michael's Seminary in New York, and in 1940, he was admitted as a seminarian in St. Francis de Sales Seminary in Milwaukee, Wisconsin to study for the Diocese of Fargo, North Dakota; and

WHEREAS, On June 9, 1946, Father Walz was ordained to the holy priesthood by the Most Reverend Aloysius J. Muench, Bishop of the Diocese of Fargo, where Father Walz had continued to serve for the next 33 years; and

WHEREAS, On April 15, 1979, Father Walz had retired from the Diocese of Fargo to return to Bridgeport where he had lived most of his life; and

WHEREAS, Since his return, he has served at his home parish of Immaculate Conception, as well as the parishes of St. Bridget, St. David, St. George, St. John the Baptist, St. Lucy, Nativity of Our Lord, and Queen of the Universe; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered on this 6th day of June in 1986, do hereby extend our heartiest congratulations to Father Julius Walz on the celebration of his 40th Anniversary of the priesthood and that we also commend him for the superb job that he has done servicing the many parishioners, not only of the 11th Ward, but of the entire City of Chicago and various locations throughout the United States; and

Be It Further Resolved, That we also extend our sincerest best wishes to Father Walz for his continued success and for all of his future endeavors, and that a suitable copy of this resolution be made available for Father Julius Walz.

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

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

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to R. P. Lucente to maintain and use an existing canopy attached to the building or structure located at 1535 West 47th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MAJERCZYK (12th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD FOURTH
ANNUAL BRIGHTON PARK LITHUANIAN FAIR ON
PORTION OF SOUTH WESTERN
BOULEVARD.

A proposed order for the issuance of permits to the Brighton Park Lithuanian Homeowners Association, c/o Victor Utara, to hold their Fourth Annual Brighton Park Lithuanian Fair on South Western Boulevard from West 43rd to West 47th Streets for the period of July 12 and 13, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MADRZYK (13th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON PORTION
OF WEST 63RD STREET.

A proposed order to grant permission to Linda Dougherty, Chicago Public Library, Clearing Branch, to hold a sidewalk sale on both sides of West 63rd Street between South Central and South Major Avenues on Saturday, June 14, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN CARTER (15th Ward):

TRIBUTE TO LATE DR. RUTH EVELYN
JAMASON BARKER.

A proposed resolution reading as follows:

WHEREAS, Dr. Ruth Evelyn Jamason Barker, one of the most prominent educators in the City Colleges of Chicago, died last week in her South Side home; and

WHEREAS, Dr. Barker was born on January 23, 1929 in Bellbrook, Ohio, the youngest of 14 children, and spent most of her childhood in Bellbrook; and

WHEREAS, Dr. Barker graduated from Central State University with a Bachelor's Degree in Business Administration, and attended Miami University in Oxford, Ohio where she earned her Master's in Business Education, and later attended the University of Illinois at Urbana and Boston University; and

WHEREAS, In 1954 she was appointed an instructor in Business Administration at Southern University in Baton Rouge, Louisiana, and 2 years later accepted a similar position at West Virginia State College; and

WHEREAS, In 1962, she and her husband, Dr. Twiley Barker, Jr. moved to Chicago, where she began her association with the Chicago City Colleges at the Woodrow Wilson Campus, now known as Kennedy-King College, as an instructor in the Business Department; and

WHEREAS, Dr. Barker later became Registrar and Dean of Student Academic Services, and soon became the first black woman in the history of Chicago City Colleges to be appointed Vice-President for Instructional Services; and

WHEREAS, In 1984, she returned to her first love -- classroom teaching as an Associate Professor in the Business Department of Kennedy-King; and

WHEREAS, As a member of the Park Manor Congregational Church since 1963, she had been active in a number of church activities; and

WHEREAS, She is survived by her husband Twiley, two daughters, Valerie and Sheri, two brothers, and a host of other relatives; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, assembled here this 6th day of June, 1986, do hereby acknowledge the numerous contributions Dr. Ruth Barker made to the field of education and the Chicago City College system; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dr. Barker.

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

On motion of Alderman Carter, seconded by Alderman Rush, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Presented by

ALDERMAN LANGFORD (16th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION
OF SPECIFIED PUBLIC WAYS.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the north 352.10 feet of the north-south 16-foot public alley in the block bounded by West 60th Street, West 61st Street, South Peoria Street and South Green Street and providing for the opening of an east-west 20-foot public alley running west to South Peoria Street from the south terminus of the north-south alley to be vacated; also the north 352.10 feet of the north-south 16-foot public alley in the block bounded by West 60th Street, West 61st Street, South Halsted Street and South Green Street, and providing for the opening of an east-west 20-foot public alley running west to South Green Street from the south terminus of the north-south public alley to be vacated, for the Department of Housing (File No. 17-16-86-1067); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Langford, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN STREETER (17th Ward):

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK
SALES AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of permits to various organizations to hold sidewalk sales at specified locations, which were *Referred to the Committee on Beautification and Recreation*, as follows:

7300 South Emerald Block Club, c/o Ms. Doris Steels -- to hold a sidewalk sale in the 7300 block of South Emerald Avenue on Saturday, July 12, 1986;

80th and Princeton Block Club, c/o Charles B. Brown, Jr. -- to hold a sidewalk sale on South Princeton Avenue from West 80th to West 81st Streets on Saturday, June 14, 1986.

Referred -- ISSUANCE OF PERMITS TO HOLD "BROAD
NEIGHBORHOOD FESTIVAL -- STEPPING TOGETHER"
ON PORTIONS OF SPECIFIED STREETS.

Also, a proposed order for the issuance of permits to Accounters Community Center, c/o Mary Mays, to hold a "Broad Neighborhood Festival -- Stepping Together" on South Racine Avenue from West 81st to West 79th Streets, also on West 79th Street from South Racine Avenue to South Halsted Street, and also on South Halsted Street from West 79th to West 81st Streets on Saturday, July 12, 1986, which was *Referred to the Committee on Beautification and Recreation*, as follows:

Presented by

ALDERMAN KELLAM (18th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT SPECIFIED LOCATION.

A proposed order for the issuance of a permit to Ernest Edwards, doing business as Golden Gate Funeral Home, to maintain and use an existing canopy attached to the building or structure located at 2036 West 79th Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley in the area bounded by West 106th Place, West 107th Street, South Maplewood Avenue and the east right of way line of the Baltimore and Ohio Chicago Terminal Railroad for Jeremiah Lynch (13-19-86-1062); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Sheahan, the foregoing proposed order was *Passed*.

Referred -- **ISSUANCE OF PERMITS TO HOLD ARTS AND
CRAFTS FAIR ON PORTION OF WEST
95TH STREET.**

Also, a proposed order for the issuance of permits to the 95th Street Business Association, c/o Lois Weber, to hold an Arts and Crafts Fair on West 95th Street from South Western to South Ashland Avenues on Saturday, August 16, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KELLEY (20th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION AND
WIDENING OF SPECIFIED PUBLIC WAYS.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all that part of East 63rd Place between the easterly line of the Illinois Central Railroad and the west line of South Blackstone Avenue; all that part of East 63rd Street lying between the east line of South Blackstone Avenue and the west line of South Harper Avenue; all that part of South Harper Avenue lying between the south line of East 63rd Street and the north line of East 64th Street; the north 98.5 feet of South Dante Avenue lying south of East 63rd Place, together with all of the alleys in the block bounded by East 63rd Place, East 64th Street, South Blackstone Avenue and South Harper Avenue; also providing for the widening of an additional 10 feet on the south side of East

63rd Street between the Illinois Central Railroad and South Stony Island Avenue for the Department of Housing (No. 23-20-86-1071); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Kelley, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward):

CONGRATULATIONS EXTENDED TO CENTURY FEDERAL SAVINGS
AND LOAN ASSOCIATION ON OCCASION OF
ITS SIXTIETH ANNIVERSARY.

WHEREAS, Century Federal Savings and Loan, one of the most successful and influential financial institutions on Chicago's great southwest side, is celebrating its 60th anniversary; and

WHEREAS, After ten years at 37th and Wood, Century Federal Savings and Loan moved to its present location at 1947 West 35th Street in 1936, and opened a satellite office at 6520 West Archer Avenue in July, 1981; and

WHEREAS, Century Federal Savings and Loan officers are: Richard C. LaVan, President and Chairman of the Board; Dan Skozek, Carmen Lullo, Donald Bialon, Frederick Orendack, D.D.S., Ronald Kraar, O.D., F.A.A.O., Board of Directors; Robert Deacetis, Executive Vice-President; Emily Mansell, Senior Vice-President; Gerald J. Zenawick, Vice-President; and

WHEREAS, All these fine citizens are to be congratulated in the smooth and extremely beneficial operation of Century Federal Savings and Loan on behalf of the grateful residents of Chicago's southwest side; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of June, 1986, A.D., do hereby congratulate Century Federal Savings and Loan Association, and its excellent officers and staff, on the 60th anniversary of this outstanding financial institution, which has provided its community with continuity and stability; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Century Federal Savings and Loan.

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

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

Referred -- AMENDMENT OF CHAPTER 193, SECTION 193-7.9
OF CHICAGO MUNICIPAL CODE CONCERNING "NO
SMOKING" REGULATIONS IN RETAIL
STORES, ET CETERA.

Also, a proposed ordinance to amend Chapter 193, Section 193-7.9 of the Chicago Municipal Code intensifying "No Smoking" regulations in retail stores and public elevators, which was *Referred to the Committee on Municipal Code Revision.*

Referred -- DRAFTING OF ORDINANCE FOR VACATION
OF SPECIFIED PUBLIC WAYS.

Also, a proposed order to direct the drafting of an ordinance for the vacation of that portion of South Knox Avenue north of West 55th Street (the remaining 141 feet), and also that portion of a certain east-west public alley in the block bounded by vacated West 54th Street, West 55th Street, South Kilpatrick Avenue and South Knox Avenue for Wire Sales Company, which was *Referred to the Committee on Streets and Alleys.*

Referred -- PERMISSION FOR PARKING OF VEHICLES
AT SPECIFIED LOCATIONS.

Also, two proposed orders to grant permission to the individuals listed for the purposes mentioned, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Andrew Kotelnicki -- to park his pick-up truck in front of 6400 West 57th Street;

William Strock, Jr. -- to park his van in front of 6716 West 64th Street.

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to White Way Sign Company for the erection of a sign/signboard at 5200 South Pulaski Road for Courtesy Home Center, which was *Referred to the Committee on Zoning.*

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- EXEMPTION OF ALL CITY FEES FOR
RUSH-PRESBYTERIAN-ST. LUKE'S
MEDICAL CENTER.

A proposed ordinance to exempt Rush-Presbyterian-St. Luke's Medical Center, an Illinois not-for-profit corporation, from the payment of all City fees, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT FOR OPERATION OF
NEWSSTAND AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a newsstand permit to Mr. Morris Walter for the operation of a stand on the northwest corner of South Kedzie Avenue and West Van Buren Street on a daily basis, in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED STREETS FOR CULTURAL HERITAGE
FESTIVAL.

Also, a proposed order to grant permission to the Mayor's Office of Special Events to close portions of specified streets during the period of June 13 to June 14, 1986 for a Cultural Heritage Festival, which was *Referred to the Committee on Beautification and Recreation*, as follows:

West Jackson Boulevard between South Damen Avenue and South Wood Street;
South Winchester Avenue between West Jackson Boulevard and West Adams Street;
South Wolcott Avenue between West Jackson Boulevard and West Adams Street; and
South Honore Street between West Jackson Boulevard and West Adams Street.

Presented by

ALDERMAN GABINSKI (32nd Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION
OF WEST RICE STREET FOR ART FAIR.

A proposed order to grant permission to Ukrainian Village Neighborhood Association to close to traffic the 2200 block of West Rice Street during the period of August 2 and August 3, 1986 for an Art Fair, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

**ALDERMAN GABINSKI (32nd Ward) and
ALDERMAN HANSEN (44th Ward):**

Referred -- ISSUANCE OF PERMITS TO HOLD SIDEWALK SALE
ON PORTION OF NORTH LINCOLN AVENUE.

A proposed order for the issuance of permits to the Lakeview Chamber of Commerce, c/o Bridget Koconis, to hold a sidewalk sale on both sides of the 3100 through 3300 blocks of North Lincoln Avenue during the period extending from July 10 through July 12, 1986, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALES
AT 2066 NORTH MILWAUKEE AVENUE.

Three proposed orders to grant permission to Mr. Marv of M & M Surplus to hold sidewalk sales during the periods listed below, which were *Referred to the Committee on Beautification and Recreation*, as follows:

July 5 through July 7, 1986;

August 1 through August 3, 1986;

September 5 through September 7, 1986.

Presented by

ALDERMAN KOTLARZ (35th Ward):

CONGRATULATIONS EXTENDED TO MR. AND MRS. JOSEPH RZEPIELA
ON OCCASION OF THEIR GOLDEN WEDDING ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, Mr. and Mrs. Joseph Rzepiela, lifelong residents of our great City of Chicago, will celebrate Fifty Golden Years of Wedded Bliss June 27, 1986; and

WHEREAS, Helen and Joseph Rzepiela are exceedingly popular citizens of Chicago's Northwest Side and are consistent in their love and devotion to their son, their family and many friends; and

WHEREAS, Long active in their Northwest Side neighborhood, Helen and Joseph Rzepiela represent all that is good and solid in family and community life; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 6th day of June, 1986, A.D., do hereby extend our heartiest congratulations to Mr. and Mrs. Joseph Rzepiela on the occasion of their Fiftieth Wedding Anniversary, and extended to this splendid couple our very best wishes for many more years of happiness and prosperity; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. and Mrs. Joseph Rzepiela.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN KOTLARZ (35th Ward) and OTHERS:

CONGRATULATIONS EXTENDED TO "UNITED NEIGHBORS INVOLVED
TEAM EFFORT" FOR TEN YEARS OF EXCELLENT COMMUNITY
SERVICE.

A proposed resolution, presented by Aldermen Kotlarz, Mell and O'Connor, reading as follows:

WHEREAS, The United Neighbors Involved Team Effort, known as U.N.I.T.E., is celebrating its tenth anniversary as a moving community force on Chicago's great northwest side; and

WHEREAS, U.N.I.T.E. has established an excellent record of encouraging constructive neighborhood involvement among members of its community, and the organization's effort in maintaining the neighborhood's integrity is unsurpassed; and

WHEREAS, U.N.I.T.E. has been especially effective in the battle against the proliferation of graffiti and in solving many housing problems, which has resulted in a higher standard of living for neighborhood residents; and

WHEREAS, Arthur Felgenhauer, President of U.N.I.T.E., is a tireless leader and remains undaunted in his ability and determination to maintain high community standards; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of June, 1986, A.D., do hereby congratulate United

Neighbors Involved Team Effort, better known as U.N.I.T.E., on the tenth anniversary of this outstanding community organization, and extend to its President, Arthur Felgenhauer, and its many dedicated members our gratitude and our best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to U.N.I.T.E.

Alderman Kotlarz 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 Kotlarz, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN BANKS (36th Ward):

Referred -- ISSUANCE OF SIGN PERMITS FOR ERECTION
OF SIGNS/SIGNBOARDS AT SPECIFIED LOCATIONS.

Two proposed orders for the issuance of sign permits to the organizations listed for the erection of signs/signboards at the locations specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Chicago Rite-Lite Signs -- to erect a sign at 3350 North Harlem Avenue for Little Caesars;

M-K Signs -- to erect a sign/signboard at 6900 West North Avenue for Carpetland U.S.A.

Presented by

ALDERMAN GILES (37th Ward):

Referred -- WAIVER OF CHICAGO MUNICIPAL CODE BARRIER
REQUIREMENTS FOR SPECIFIC INGRESS/EGRESS
TO PARKING FACILITIES.

A proposed ordinance to waive the provisions of Chicago Municipal Code Chapter 33, Section 33-19.1 requiring barriers as a prerequisite to the prohibition of ingress and egress to parking facilities for the Metropolitan Community Development Corporation at 815-819 North Pulaski Road, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED TO MR. KURT SCHAEFER
AS DEVOTED AND LOVING FATHER.

A proposed resolution reading as follows:

WHEREAS, Kurt Schaefer is the father of four children; namely Michael, Kurt, Patrick and Lindsey; and

WHEREAS, While holding three jobs, Kurt Schaefer still manages to fulfill all his parental duties, and more; and

WHEREAS, Kurt Schaefer plays baseball with his children, helps them with their homework in the evenings, and takes his children to the lake every weekend; and

WHEREAS, He has provided care, support and love for all his children; and

WHEREAS, Kurt Schaefer has been voted as Father of the Year by the Chicago North Elks Club and will be honored as such on Sunday, June 15, 1986; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 6th day of June, 1986, A.D., do hereby offer our heartiest congratulations to this devoted and loving father; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Kurt Schaefer.

Alderman O'Connor 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 O'Connor, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN PUCINSKI (41st Ward):

CONGRATULATIONS EXTENDED TO MR. MIKE DITKA
AS RECIPIENT OF SAINT MARY OF
NAZARETH HOSPITAL'S ANNUAL
RECOGNITION AWARD.

A proposed resolution reading as follows:

WHEREAS, Saint Mary of Nazareth Hospital Center's Annual Recognition Award will be presented to Mike Ditka, Head Coach of the World Champion Chicago Bears; and

WHEREAS, The Annual Recognition Award is a yearly fundraising event which aids the Center in providing help for the community; and

WHEREAS, Saint Mary of Nazareth Hospital is dedicated to providing the finest health care in Chicago; and

WHEREAS, The funds raised at this dinner will enable Saint Mary's to continue this tradition; and

WHEREAS, Mike Ditka, through his leadership qualities, which he exhibits on and off the field, has helped bring a sense of civic pride in Chicago; and

WHEREAS, Mike Ditka earned a reputation as a hard working man devoted to fairness and honesty; now, therefore,

Be It Resolved, That the members of the City Council congratulate Mike Ditka as recipient of Saint Mary of Nazareth Hospital's Annual Recognition Award; and

Be It Further Resolved, That the City Council recognize and support the work Saint Mary of Nazareth Hospital has done for nearly 100 years.

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

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

Presented by

ALDERMAN NATARUS (42nd Ward):

TRIBUTE TO LATE MR. LOUIS H. SUPERA.

A proposed resolution reading as follows:

WHEREAS, Louis H. Supera, founder of Supera Properties, died this week in his near north side home; and

WHEREAS, Mr. Supera 75, was active in the construction and development of the mid-north area from North Avenue to Belmont Avenue, and Lake Shore Drive to Racine Avenue, and was commended for his work by the Chicago City Council; and

WHEREAS, Mr. Supera founded his own company, Supera Properties in 1940 at 1330 North Dearborn Street; and

WHEREAS, He was a past director for Temple Beth El of Chicago and past president of Temple Menorah; and

WHEREAS, Mr. Supera is survived by a son Michael, a daughter, Mary Grimm Supera and a brother Harry; and

WHEREAS, Mr. Supera will be greatly missed by all those who knew and loved him and the entire City of Chicago; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council assembled here this 6th day of June, 1986, do hereby recognize the great contributions of Louis H. Supera to the near north side area and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Louis H. Supera.

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

On motion of Alderman Natarus, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

Referred -- GRANTS OF PRIVILEGE IN PUBLIC WAYS FOR
VARIOUS SIDEWALK CAFE PARTICIPANTS.

Also, a proposed ordinance to grant permission and authority to the grantees listed for the occupation of part of the public way as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*, as follows:

Gordon -- to occupy a portion of the public way at 500 North Clark Street;

Near North Deli & Grill -- to occupy a portion of the public way at 659 North State Street.

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE CHAPTER
147, SECTION 147-13 REGARDING LICENSING OF
ALCOHOLIC LIQUOR RETAILERS.

Also, a proposed ordinance, presented by Aldermen Natarus and Oberman, to amend Chapter 147, Section 147-13 of the Chicago Municipal Code to include Saturday provisions therein for the allowed operations of alcoholic liquor retailers, which was *Referred to the Committee on License*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders for the issuance of permits to maintain and use existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Berger Realty Group, 1100 North Dearborn Street;

Delaware Building Corporation, 230 East Delaware Place.

Presented by

ALDERMAN OBERMAN (43rd Ward):

A proposed ordinance to cancel water assessments charged to the Chicago Historical Society pursuant to Section 185-47 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

**ALDERMAN OBERMAN (43rd Ward) and
ALDERMAN CULLERTON (38th Ward):**

APPROVAL GIVEN FOR ERECTION OF HONORARY STREET
SIGN, KNOWN AS "MARGARET HARRIGAN MALL", ON
PORTION OF NORTH ORCHARD STREET.

A proposed ordinance reading as follows:

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

SECTION 1. Pursuant to an ordinance passed by the City Council on December 3, 1984, printed on page 11460 of the Journal of the Proceedings of said date, which authorizes the erection of honorary street name signs, the Commissioner of Public Works shall take the necessary action for standardization of renaming a portion of North Orchard Street to "Margaret Harrigan Mall", between West Armitage Avenue and the cul-de-sac north thereof.

SECTION 2. This ordinance shall take effect upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

**ALDERMAN HANSEN (44th Ward) and
ALDERMAN ORBACH (46th Ward):**

Referred -- INSTALLATION OF UTILITY POLES AND
CREATION OF OTHER IMPROVEMENTS AT
SPECIFIED LOCATION.

A proposed ordinance to install utility poles on both sides of North Halsted Street from West Grace Street to West Barry Avenue and also to create other improvements therein, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN ORBACH (46th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC WAY FOR
CORNELIA'S RESTAURANT.

A proposed ordinance to grant permission and authority to Cornelia's Restaurant for the occupation of the public right-of-way adjacent to 750 West Cornelia Street for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented by

**ALDERMAN ORBACH (46th Ward) and
ALDERMAN STONE (50th Ward):**

CITY COUNCIL SUPPORT EXTENDED TO UNITED STATES JUSTICE
DEPARTMENT'S OFFICE OF SPECIAL INVESTIGATIONS
RECOMMENDATION PLACING MR. KURT WALDHEIM
ON "WATCH LISTS."

A proposed resolution reading as follows:

WHEREAS, Former United Nations Secretary-General Kurt Waldheim has been accused of committing war crimes while stationed with the German army in the Balkans and Greece during World War II; and

WHEREAS, Waldheim has denied any wrongdoing but admits he has never revealed the full extent of his wartime service record; and

WHEREAS, The World Jewish Congress released an interim report this week accusing Waldheim of falsely stating he was discharged from the army in 1941 when, in fact, he spent most of the war serving in German units "responsible for atrocious crimes in the Balkans against anti-Nazi partisans, prisoners of war and Jewish and non-Jewish civilians"; and

WHEREAS, Waldheim is running for president of Austria in an election scheduled for Sunday; and

WHEREAS, Neal Sher, director of the United States Justice Department's Office of Special Investigations, recommended in April that Waldheim be placed on the "watch list" of people not permitted to enter the United States based on new disclosures about his military service; and

WHEREAS, United States Attorney General Edwin Meese III has said he will not decide until after Sunday's election whether to bar Waldheim from this country; now, therefore,

Be It Resolved, That the City Council of the City of Chicago call upon Attorney General Meese to concur in Sher's recommendation to place Waldheim on the "watch lists" of persons not permitted to enter the United States until this matter is resolved.

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

On motion of Alderman Orbach, the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- PERMISSION TO HOLD SIDEWALK SALE AND
YARD SALE AT SPECIFIED LOCATIONS.

Two proposed orders to grant permission to the organizations listed to hold the events specified, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Lincoln Square Chamber of Commerce -- to hold a sidewalk sale on both sides of North Lincoln Avenue from West Leland Avenue to West Ainslie Street, and also on both sides of North Western Avenue from West Leland Avenue to West Ainslie Street during the period extending from July 24 through July 27, 1986;

Nichuen Buddhist Temple, c/o Mrs. Midor Sugimato -- to hold a yard sale in the rear of the temple property at 4216 North Paulina Street, and also in the alley behind said premises for the period of June 7 to June 8, 1986.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for issuance of a sign permit to Flashtic, Incorporated to erect a sign/signboard at 5300 North Broadway for the Broadway Festival Shop Center, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN ORR (49th Ward):

Referred -- GRANT OF PRIVILEGE IN PUBLIC
WAY FOR PIERRE O'BRIEN'S.

A proposed ordinance to grant permission and authority to Pierre O'Brien's for the occupation of a portion of the public way adjacent to its property at 6935 North Sheridan Road for use as a sidewalk cafe, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

A proposed order for the issuance of a sign permit to Attraction Sign Company for the erection of a sign/signboard at 3125 West Devon Avenue for Richard's Service Center, which was *Referred to the Committee on Zoning*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN BLOOM (5th Ward):

Hyde Park Community Hospital -- for canopy construction and wheelchair ramp on the premises known as 5800 South Stony Island Avenue.

Hyde Park Community Hospital -- for renovation of hospital and new laboratory on the premises known as 5800 South Stony Island Avenue.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN ORBACH (46th Ward):

Louis A. Weiss Memorial Hospital, 4646 North Marine Drive (2).

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 Talcott Avenue -- boiler inspection.

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatric Medicine, 1001 North Dearborn Street -- sign inspection.

WATER RATE EXEMPTION:

BY ALDERMAN MADRZYK (13th Ward):

Little League, 6336 South Kilbourn Avenue.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (May 30, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on May 30, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Humes moved to *Correct* said printed Official Journal as follows:

By inserting the name "Humes" immediately after the name "Beavers" in the "Yeas" portion of each roll call vote on the pages specified below and increasing by one the sum total of votes appearing at the end of each "Yeas" vote portion on the following pages -- 30047, 30224, 30228, 30229, 30231, 30233, 30238, 30240, 30242, 30243, 30246, 30247, 30251, 30256, 30257, 30277, 30286, 30300, 30304, 30307, 30308, 30309, 30316, 30331, 30337, 30338, 30340, 30343, 30345, 30348, 30350, 30356, 30359, 30361, 30362, 30363, 30364, 30365, 30366, 30368, 30369, 30370, 30375, 30378, 30379, 30381, 30400, 30402, 30403, 30411, 30412, 30413, 30414, 30443, 30446, 30447, 30449, 30450, 30452, 30456, 30467, 30484, 30486, 30497, 30504, 30508, 30527 and 30533.

The motion *Prevailed*.

Alderman Mell then moved to *Correct* the printed Official Journal as follows:

Page 30197 -- by striking the address "1401 North California Avenue" appearing as the sixth line from the bottom of the page and inserting in lieu thereof the address "2610 North Francisco".

The motion *Prevailed*.

Alderman Gabinski next moved to *Correct* the printed Official Journal as follows:

Page 30510 -- by striking the phrase "R4 General Residence District" appearing in the first two lines at the top of the page and inserting in lieu thereof the phrase "M1-2 Restricted Manufacturing District".

Page 30510 -- by striking the phrase "MI-2 Restricted Manufacturing District" appearing in the seventh line from the top of the page and inserting in lieu thereof the phrase "R4 General Residence District".

The motion *Prevailed*.

Thereupon, Alderman Evans moved to *Approve* said printed Official Journal as *Corrected* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

Action Postponed -- SUBMISSION OF FINAL STATEMENT OF
OBJECTIVES AND PROJECTED USE OF FUNDS FOR
COMMUNITY DEVELOPMENT BLOCK GRANT
ENTITLEMENT TO UNITED STATES
DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT FOR
YEAR XII.

On motion of Alderman Evans, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of Proceedings of May 30, 1986, pages 30206, 30212, and 30213 through 30222, recommending that the City Council pass, as amended, a proposed ordinance authorizing the submission of Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for Year XII in the amount of \$86,735,130.

Alderman Evans then moved to substitute for the said proposed ordinance the following ordinance:

O R D I N A N C E

WHEREAS, pursuant to the enactment of the Federal Housing and Community Development Act of 1974, as amended, the City of Chicago proposes to submit the Final Statement for the entitlement of Sixty-Nine Million, Eight Hundred Forty-Four Thousand Dollars; and

WHEREAS, it is provided in the act and in the regulations promulgated thereunder that the City provide certain assurances to the federal government; and

WHEREAS, the Mayor and the City Council of the City of Chicago are cognizant of the conditions of the Housing and Community Development Act of 1974, as amended, and are desirous of complying therewith; and

WHEREAS, the Mayor and the City Council are desirous of establishing procedures which insure the fair, open and equitable administration of federal grant funds; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The Mayor of the City of Chicago is authorized to make Year XII submission for federal funds, including the Final Statement of Community Development Objectives and Projected Use of Funds, as set forth in this ordinance and all understandings and assurances contained therein, pursuant to the provisions of the Federal Housing and Community Development Act of 1974, as amended, and the regulations promulgated in connection with the Act in the sum of Sixty-Nine Million, Eight Hundred Forty-Four Thousand Dollars in entitlement funds, and federal non-expended prior year funds in the amount of Three Million, One Hundred Ninety Six Thousand, One Hundred Thirty Dollars.

SECTION 2. The Mayor of the City of Chicago is further authorized to act in connection with the submission, to give what assurances are necessary and to provide such additional information as is required.

SECTION 3. The criteria for Community Development Block Grant funded programs previously approved by the City Council shall remain in effect.

SECTION 4. Except for those funds specifically appropriated for contractor-delegate agencies, the City may reprogram up to \$7,500 appropriated for any object or purpose set forth in the Year XII Community Development Block Grant Appropriation Ordinance (the "CDBG Appropriation Ordinance") or allocations from prior block grant years provided that no appropriation for any object or purpose shall by virtue of any reprogramming authorized herein, be reduced below an amount sufficient to cover all obligations incurred or to be incurred by that appropriation.

All proposed reprogramming of funds as outlined in the Final Statement of Projected Use of Funds by program for the Year XII and in the allocations for the prior years shall be made by providing citizens with reasonable notice of an the opportunity to comment on any proposed reprogramming of 10% or more of the funds from one activity to another, which includes the deletion of an activity or the addition of an activity.

SECTION 5. For all funds expended under the Community Development Block Grant programs for the Year XII, the Office of the Budget and Management shall submit to the City Council a report on the obligations of funds within 45 days of the first half of the program year and within 60-90 days of the end of the program year. The report shall include an accounting for all funds expended during the preceeding first half for all block grant years, all income generated from the current block grant year and all prior block grant years and a projection of income for the remaining half of the fiscal year.

SECTION 6. The Office of Budget and Management shall notify Aldermen of projects in the respective wards contemplated under this program.

SECTION 7. The award of any contract or grant over \$50,000 in any program category, project or activity which is not included by specific designation in the CD86 Ordinance shall be subject to review and approval by the City Council; provided that the City Council shall complete its review within 21 days after submission to the City Council; and that the City of Chicago shall not engage in discrimination based on race, color, religion, sex, national origin, handicap, sexual orientation, geographic location or political affiliation or belief. Any loans in the amount of \$75,000 or more funded, in whole, or by 25% or more with Year XII Community Development Block Grant funds or funds from prior block grant years shall be approved by the City Council under the same procedures as required for approval of contracts or grants as set forth in this Ordinance.

In the event of a disaster or imminent danger to the public health or safety, amounts received in the Local Option allocation may be expended or emergency and disaster relief and repairs, without prior approval of the Council; however the Council shall be notified of any such expenditure within three business days and provided with a written statement of the nature of the disaster or imminent danger to public health or safety, and the amount of funds so expended and purposes for such expenditures. If such allocation is depleted, funds may be transferred from any program category to the Local Option allocation without Council approval; however, the Council shall be notified within three business days of any such transfer and provided with a statement of the funds so transferred listing the accounts from which the funds were transferred and the amount.

SECTION 8. The following sums of money set apart according to the departments of city government and contractor-delegate agencies are allocated from the Community Development Block Grant to the City of Chicago for the Year XII and are to be expended during the fiscal year beginning July 1, 1986, and extended to and including March 31, 1986 for the objects and purposes as set forth in Section 12 hereof. No expenditures or encumbrance of Year XII Community Development Block Grant funds shall be made until such time as the CDBG Appropriation Ordinance is approved by the City Council. Section 9 through 12 hereof set forth the provisions which shall be included in the CDBG Appropriation Ordinance.

SECTION 9. Included in the appropriation for Personal Services in applicable departments shall be an account appearing as Code No., ".015 Schedule Salary Adjustments."

Also to be included in the allocation for Personal Services shall be an account appearing as Code No. ".070 Fringe Benefits" for the purpose of providing City employees with health insurance, dental insurance, optical insurance, life insurance, pension (employer's share), unemployment insurance, workers' compensation, tuition reimbursement, paid vacation, in-house training programs, sick leave, deferred compensation, holidays, time off with pay for family death, paid salary while on jury duty, and disability payments.

SECTION 10. The appropriations set forth in the CDBG Appropriation Ordinance for personal services shall be regarded as maximum amounts to be expended from such appropriations. Such expenditures shall be further limited to employment personnel only as needed, or as may be required by law, not to exceed the specified maximum number designated in the ordinance for any office or position by title. When there is not limitation as to the maximum number that may be employed for any office or position by title, one person may be employed or more than one person may be employed with the approval of the Budget Director and Comptroller regardless of whether such title is printed in the singular or plural. The salary or wage rate fixed shall be regarded as the maximum salary or wage rates for the respective offices or positions; provided that wage rates fixed on a daily or monthly basis are subject to change by the City Council during the fiscal year beginning July 1, 1986, in accordance with the prevailing wage rates in private employment for such employees; and provided further that salaries or wage rates are subject to change by the City Council during the fiscal year in accordance with contracts approved by the City Council between the City of Chicago and recognized collective bargaining agents. The salary or wage rates fixed are on a yearly basis unless otherwise indicated.

Initial appointments to any positions shall be made at the entrance rate of the salary range prescribed for the applicable class grade. In exceptional cases, upon recommendation by the Department Head and approval of the Commissioner of Personnel, the Budget Director and the Chairman of the Committee on Finance of the City Council, initial appointment may be made at a rate above the normal entrance rate. Entrance above the normal entrance rate shall be based on the outstanding and unusual character of the applicant's education, experience and training over and above the minimum qualifications specified for the class. In no event shall the authority conferred herein be exercised in violation of the Shakman Judgment.

No officer or employee shall have the right to demand continuous employment or compensation by reason of any appropriation if upon the determination of the department head, his services are not needed and it becomes necessary to lay him off on account of lack of work or lack of funds. In case of a vacancy in any office or position, the head of a department in which the vacancy occurs shall not be required to fill such office or position if, in his judgment and discretion, there is no necessity therefor.

All City of Chicago employees compensated by Community Development Block Grant Funds shall receive the same benefits and conditions of employment as employees performing similar work and compensated by other funds.

SECTION 11. Any employee who is required and is authorized to use his personally owned automobile in the regular conduct of official City business shall be allowed and paid eighteen (\$.18) cents per mile allowance for the number of miles per month use of such privately owned automobile, to a maximum amount of One Hundred Fifty Dollars (\$150.00) per month; and provided further that this allowance is subject to change by the City Council during the fiscal year beginning July 1, 1986 and ending March 31, 1987, in accordance with contracts approved by the City Council between the City of Chicago and recognized collective bargaining agents. City-owned or leased automobiles shall be used only for city business.

SECTION 12. The objects and purposes for which allocations are made in this ordinance are classified and standardized by the following items:

- 1) Personal Services
- 2) Contractual Services
- 3) Travel
- 4) Commodities
- 5) Equipment
- 6) Permanent Improvements
- 7) Land

An appropriation in one or more of the items above specified shall be construed in accordance with the definitions and limitations specified in Illinois Revised Statutes, Ch. 24 Section 8-2-5 (1983), unless this ordinance otherwise provides. An allocation for a purpose other than one specified and defined in this section may be made only as an additional, separate and distinct item, specifically stating the project and purpose thereof.

SECTION 13. All work to be performed by the City of Chicago pursuant to the CDBG Appropriation Ordinance shall be done using the current work force of the City of Chicago and the persons on the following lists shall have preference over any new employees to be hired for positions for which such lists exist in accordance with City of Chicago personnel rules:

- (a) Persons on City of Chicago layoff lists;
- (b) Persons on City of Chicago reinstatement lists;
- (c) Persons on City of Chicago reemployment lists;
- (d) Persons on City of Chicago promotion lists;
- (e) Persons on City of Chicago general employment lists.

Provided, however, that the preferences hereinabove specified shall not apply where other methods of hiring must be utilized in order to comply with the terms of any order or decree of a Court or administrative agency, collective bargaining agreement or title VII, 42 U.S.C. Section 2000, e, et seq.

SECTION 14. The Office of Budget and Management shall prepare and present to the City Council within 45 days of the end of the first half of the program year a report explaining the reasons for all unencumbered and unexpended allocations in all block grant years, as reported in the Department of Finance's monthly "Community Development Block Grant fund, Schedule of HUD Approved Allocations, Current Committee Approved Allocations Expenditures, Accruals, Encumbrances and Available Balances."

SECTION 15. Except as provided in Section 4 hereof, all unencumbered and unexpended Community Development Block Grant funds from this fiscal year and all prior block grant years shall be jointly reviewed by the Budget Director and the Comptroller for the purpose of preparing for the Year XIII Community Development Block Grant Proposed Statement. This joint review committee shall prepare a report of funds available for reprogramming and proposed use of such funds in Community Development Block Grant Year XIII.

This report shall be submitted to the City Council and shall be subject to public comment and hearings along with the Year XIII Community Development Block Grant Proposed Statement. Action on the use of these funds will take place concurrently with action on the Year XIII Community Development Block Grant Final Statement.

SECTION 16. Pursuant to Section 104 (a)(2)(D) and Section 104(b)(5) of the Federal Housing and Community Development Act of 1974, as amended, the City shall provide citizens with reasonable access to the past use of all Community Development Block Grant funds. Such information shall be available, on request, through the Office of Budget and Management and the Department of Finance.

SECTION 17. This ordinance shall be effective upon due passage and publication.

CITY OF CHICAGO

CD BUDGET
RECOMMENDATIONS

As Submitted to the City Council by Mayor Harold Washington

695 - YEAR XII COMMUNITY DEVELOPMENT BLOCK GRANT FUND**ESTIMATES OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
FOR YEAR XII - JULY 1, 1986 THROUGH MARCH 31, 1987**

Community Development Block Grant Entitlement For Year XII	\$ 69,844,000
U. S. Department of Housing and Urban Development Reallocation of Prior Year Entitlement Funds	3,196,130
Reallocation of Unspent Community Development Block Grant Funds From Prior Years (V through X)	5,500,000
Revenue from the Sale of Land	3,000,000
Revenue from Loan Repayments and Bond Proceeds.	<u>5,195,000</u>
Total	\$ 86,735,130

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

Note: The objects and purposes for which appropriations are recommended are designated in the Budget Document by asterisk.

**695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND
OFFICE OF BUDGET AND MANAGEMENT
ADMINISTRATION AND MONITORING**

Code	Amounts	
	<u>Appropriated</u>	
.005 SALARIES AND WAGES-ON PAYROLL.....	\$	242,288
.015 SCHEDULE SALARY ADJUSTMENTS.....		5,824
.070 FRINGE BENEFITS.....		87,150
*0100.000 FOR PERSONAL SERVICES.....		<u>335,262</u>
.130 POSTAGE AND POSTAL CHARGES.....		2,500
OTHER PROFESSIONAL AND TECHNICAL		
.149 SERVICES.....		67,751
.152 ADVERTISING.....		2,500
.157 RENTAL OF EQUIPMENT AND SERVICES.....		32,000
.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		2,500
.166 SUBSCRIPTIONS AND DUES.....		<u>1,666</u>
*0100.100 FOR CONTRACTUAL SERVICES.....		<u>108,917</u>
.245 REIMBURSEMENT TO TRAVELERS.....		3,700
.270 LOCAL TRANSPORTATION.....		<u>1,000</u>
*0100.200 FOR TRAVEL.....		<u>4,700</u>
.320 GASOLINE.....		400
.348 BOOKS AND RELATED MATERIALS.....		500
.350 STATIONERY AND OFFICE SUPPLIES.....		<u>6,200</u>
*0100.300 FOR COMMODITIES.....		<u>7,100</u>
.422 OFFICE MACHINES.....		500
.424 FURNITURE AND FURNISHINGS.....		<u>1,500</u>
*0100.400 FOR EQUIPMENT.....		<u>2,000</u>
*ORGANIZATION TOTAL.....	\$	<u>457,978</u>

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ADMINISTRATION AND MONITORING-0100			
1127	MANAGEMENT SYSTEMS SPECIALIST.....	1	\$ 24,300
1119	SUPERVISING BUDGET ANALYST.....	1	31,008
1105	SENIOR BUDGET ANALYST.....	3	26,784
1103	BUDGET ANALYST.....	1	24,300
1103	BUDGET ANALYST.....	3	23,136
0404	STUDENT AS TRAINEE.....	1	10,000
0323	MANAGER OF COMMUNITY DEVELOPMENT		
	ADMINISTRATION.....	1	39,084
0303	ADMINISTRATIVE ASSISTANT III.....	1	29,544
0301	ADMINISTRATIVE ASSISTANT I.....	1	16,452
0301	ADMINISTRATIVE ASSISTANT I.....	1	14,208
	SCHEDULE SALARY ADJUSTMENTS.....		<u>5,824</u>
	ACTIVITY TOTAL.....	<u>14</u>	<u>344,480</u>
		14	344,480
	LESS TURNOVER.....		<u>98,368</u>
	TOTAL.....		\$ <u>248,112</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF ECONOMIC DEVELOPMENT
ECONOMIC DEVELOPMENT PROGRAM SUPPORT**

Code	Amounts	
	<u>Appropriated</u>	
.005 SALARIES AND WAGES-ON PAYROLL.....	\$	2,179,702
.015 SCHEDULE SALARY ADJUSTMENTS.....		33,064
.070 FRINGE BENEFITS.....		777,095
*0200.000 FOR PERSONAL SERVICES.....		2,989,861
.125 OFFICE AND BUILDING SERVICES.....		1,500
.128 FEES AND SERVICES.....		5,850
.130 POSTAGE AND POSTAL CHARGES.....		8,000
.143 COURT REPORTING.....		3,000
OTHER PROFESSIONAL AND TECHNICAL		
.149 SERVICES.....		334,000
.150 PUBLICATIONS.....		20,000
.152 ADVERTISING.....		37,500
.155 RENTAL OF PROPERTY.....		225,000
.157 RENTAL OF EQUIPMENT AND SERVICES.....		31,500
.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		5,550
.166 SUBSCRIPTIONS AND DUES.....		1,500
.169 TECHNICAL MEETING COSTS.....		3,500
.173 STATE VEHICLE LICENSE PLATES.....		200
HEAT, LIGHT, AND POWER (PUBLIC)		
.182 AND RELATED SERVICES.....		5,400
.186 TELEPHONE.....		6,150
*0200.100 FOR CONTRACTUAL SERVICES.....		888,650
.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....		11,880
.245 REIMBURSEMENT TO TRAVELERS.....		10,000
.270 LOCAL TRANSPORTATION.....		2,250
*0200.200 FOR TRAVEL.....		24,130
.320 GASOLINE.....		5,400
.350 STATIONERY AND OFFICE SUPPLIES.....		16,500
*0200.300 FOR COMMODITIES.....		21,900
.422 OFFICE MACHINES.....		20,000
.424 FURNITURE AND FURNISHINGS.....		2,000
*0200.400 FOR EQUIPMENT.....		22,000
.801 INDIRECT COST.....		117,675
*0200.800 FOR SPECIFIC PURPOSES-GENERAL.....		117,675
*ORGANIZATION TOTAL.....	\$	3,884,216

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ECONOMIC DEVELOPMENT PROGRAM SUPPORT-0200			
9843	FIRST DEPUTY COMMISSIONER-ECONOMIC DEVELOPMENT.....	1	\$ 56,000
9879	DEPUTY COMMISSIONER.....	1	52,116
9662	DEPUTY COMMISSIONER OF ECONOMIC DEVELOPMENT.....	1	52,116
5404	ARCHITECT IV.....	1	26,784
5404	ARCHITECT IV.....	1	25,536
5402	ARCHITECT II.....	1	22,032
3966	COMMUNITY RESOURCE SPECIALIST.....	1	29,544
3966	COMMUNITY RESOURCE SPECIALIST.....	2	28,152
3966	COMMUNITY RESOURCE SPECIALIST.....	4	26,784
3966	COMMUNITY RESOURCE SPECIALIST.....	1	25,536
3966	COMMUNITY RESOURCE SPECIALIST.....	1	20,988
3896	PROGRAM AUDITOR III.....	1	22,032
3879	UNIT DIRECTOR OF HUMAN SERVICES.....	1	31,008
1990	ASSISTANT DIRECTOR OF LOAN PROCESSING...	2	28,152
1989	DIRECTOR OF LOAN PROCESSING.....	1	34,200
1987	LOAN PROCESSING OFFICER.....	2	24,300
1981	COORDINATOR OF ECONOMIC DEVELOPMENT.....	1	42,660
1981	COORDINATOR OF ECONOMIC DEVELOPMENT.....	1	39,084
1981	COORDINATOR OF ECONOMIC DEVELOPMENT.....	1	37,428
1981	COORDINATOR OF ECONOMIC DEVELOPMENT.....	1	35,808
1981	COORDINATOR OF ECONOMIC DEVELOPMENT.....	2	34,200
1977	INDUSTRIAL DEVELOPMENT REPRESENTATIVE III.....	1	29,544

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF ECONOMIC DEVELOPMENT - CONTINUED
ECONOMIC DEVELOPMENT PROGRAM SUPPORT - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ECONOMIC DEVELOPMENT PROGRAM			
SUPPORT-0200 - CONTINUED			
1972	INDUSTRIAL DEVELOPMENT REPRESENTATIVE II	1	24,300
1972	INDUSTRIAL DEVELOPMENT REPRESENTATIVE II	1	22,032
1971	INDUSTRIAL DEVELOPMENT REPRESENTATIVE I	2	26,784
1971	INDUSTRIAL DEVELOPMENT REPRESENTATIVE I	2	20,988
1930	PROPERTY MANAGEMENT SUPERVISOR	1	22,032
1913	ASSISTANT PROJECT COORDINATOR	1	25,536
1912	PROJECT COORDINATOR	1	28,152
1908	ASSISTANT DIRECTOR OF DEVELOPMENT	1	31,008
1908	ASSISTANT DIRECTOR OF DEVELOPMENT	1	26,784
1906	DIRECTOR OF PROPERTY MANAGEMENT	1	31,008
1811	STOREKEEPER	1	15,672
1752	ECONOMIC DEVELOPMENT COORDINATOR	1	48,696
1752	ECONOMIC DEVELOPMENT COORDINATOR	1	44,580
1752	ECONOMIC DEVELOPMENT COORDINATOR	1	40,812
1752	ECONOMIC DEVELOPMENT COORDINATOR	1	39,084
1749	DIRECTOR OF PROGRAM SERVICES	1	32,580
1746	PROGRAM SPECIALIST II	1	31,008
1731	COORDINATOR OF PROGRAM SERVICES	1	32,580
1646	SPECIAL COUNSEL ON ECONOMIC DEVELOPMENT AND EQUAL OPPORTUNITY	1	44,580
1624	LAND ACQUISITION OFFICER	1	25,536
1604	DIRECTOR OF PROPERTY ACQUISITION	1	40,812
1602	DIRECTOR OF LAND DISPOSITION	1	40,812
1406	PLANNING ASSISTANT	1	16,452
1405	CITY PLANNER V	1	28,152
1404	CITY PLANNER IV	2	26,784
1403	CITY PLANNER III	1	32,580
1403	CITY PLANNER III	1	29,544
1403	CITY PLANNER III	1	28,152
1403	CITY PLANNER III	1	24,300
1402	CITY PLANNER II	1	29,544
1402	CITY PLANNER II	1	26,784
1402	CITY PLANNER II	1	24,300
1402	CITY PLANNER II	1	23,136
1402	CITY PLANNER II	1	22,032
1402	CITY PLANNER II	1	20,988
1401	CITY PLANNER I	1	19,992
1401	CITY PLANNER I	2	19,008
1302	ADMINISTRATIVE SERVICES OFFICER II	1	34,200
1301	ADMINISTRATIVE SERVICES OFFICER I	1	29,544
0836	SENIOR TYPIST	1	14,208
0836	SENIOR TYPIST	1	12,924
0836	SENIOR TYPIST	1	12,360
0826	PRINCIPAL TYPIST	1	15,672
0825	PRINCIPAL STENOGRAPHER	1	19,992
0825	PRINCIPAL STENOGRAPHER	1	19,008
0809	EXECUTIVE SECRETARY I	1	19,992
0809	EXECUTIVE SECRETARY I	1	18,132
0809	EXECUTIVE SECRETARY I	1	16,452
0805	SECRETARY	1	17,292
0805	SECRETARY	1	15,672
0805	SECRETARY	2	14,928
0415	INQUIRY AIDE III	1	17,292
0407	STAFF AIDE	1	12,924
0365	MANAGEMENT REPRESENTATIVE	1	18,132
0318	ASSISTANT TO THE COMMISSIONER	1	24,300
0313	ASSISTANT COMMISSIONER	1	44,300
0313	ASSISTANT COMMISSIONER	1	40,824
0313	ASSISTANT COMMISSIONER	1	39,312
0313	ASSISTANT COMMISSIONER	1	39,084
0309	COORDINATOR OF SPECIAL PROJECTS	1	29,544
0308	STAFF ASSISTANT	1	26,784
0306	ASSISTANT TO THE DIRECTOR	1	26,784
0304	ASSISTANT TO COMMISSIONER OF ECONOMIC DEVELOPMENT	1	32,580

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF ECONOMIC DEVELOPMENT - CONTINUED
ECONOMIC DEVELOPMENT PROGRAM SUPPORT - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ECONOMIC DEVELOPMENT PROGRAM			
SUPPORT-0200 - CONTINUED			
0303	ADMINISTRATIVE ASSISTANT III.....	1	25,536
0303	ADMINISTRATIVE ASSISTANT III.....	1	23,136
0303	ADMINISTRATIVE ASSISTANT III.....	2	20,988
0303	ADMINISTRATIVE ASSISTANT III.....	1	19,992
0302	ADMINISTRATIVE ASSISTANT II.....	1	19,008
0185	MANAGER OF ACCOUNTING.....	1	34,200
0147	PRINCIPAL ACCOUNT CLERK.....	1	19,008
0146	SENIOR ACCOUNT CLERK.....	1	13,536
7114	CHAUFFEUR.....	1	14,304
	SCHEDULE SALARY ADJUSTMENTS.....		33,064
	ACTIVITY TOTAL.....	107	2,985,640
		107	2,985,640
	LESS TURNOVER.....		752,874
	TOTAL.....		\$ 2,212,766

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF ECONOMIC DEVELOPMENT
INDUSTRIAL INFRASTRUCTURE IMPROVEMENTS PROGRAM**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.144 ENGINEERING.....	\$ 50,000
*0300.100 FOR CONTRACTUAL SERVICES.....	50,000
.526 IMPROVEMENTS.....	900,000
*0300.500 FOR PERMANENT IMPROVEMENTS.....	900,000
 *ORGANIZATION TOTAL.....	 \$ 950,000

0301 CHICAGO TUBE AND IRON	500,000
0302 CARROLL, FULTON AND HOYNE	200,000
0303 1800 N. ELSTON	100,000
0304 DIVISION/ELSTON VIADUCT	110,000
0305 PHASE I ENGINEERING STUDIES	40,000
PROJECT TOTAL.....	950,000

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF ECONOMIC DEVELOPMENT
INDUSTRIAL RETENTION PROGRAM

Code	Amounts Appropriated
.807 INDUSTRIAL RETENTION COSTS.....	\$ 1,375,000
*0800.800 FOR SPECIFIC PURPOSES-GENERAL.....	1,375,000
*ORGANIZATION TOTAL.....	\$ 1,375,000

0801 REDEVELOPMENT OF ABANDONED INDUSTRIAL COMPLEX ON NEAR NORTHWEST SIDE TO HOUSE MULTIPLE COMPANIES AND PROVIDE NEW JOBS. SITE: 4501 W. AUGUSTA.	1,000,000
PROJECT TOTAL.....	1,000,000

BUSINESS AREA IMPROVEMENTS PROGRAM

Code	Amounts Appropriated
.526 IMPROVEMENTS.....	\$ 1,272,000
*0700.500 FOR PERMANENT IMPROVEMENTS.....	1,272,000
.610 FOR ACQUISITION OF PROPERTY.....	90,000
*0700.600 FOR LAND.....	90,000
*ORGANIZATION TOTAL.....	\$ 1,362,000

0701 DIVISION (CALIFORNIA-WESTERN)	400,000
0702 47TH (MICHIGAN-VINCENNES)	200,000
0703 35TH/KING DRIVE	250,000
0704 63RD (KING DRIVE-COTTAGE GROVE)	100,000
0705 LINCOLN/BARRY-LAKEWOOD	50,000
0706 GARFIELD PARK PARKING LOT	20,000
0707 LANDSCAPING FOR VAR. BAI PROJECT	102,000
0708 47TH/EVANS PARKING	90,000
0709 BROADWAY/CLIFTON-MONTROSE	150,000
PROJECT TOTAL.....	1,362,000

COMMERCIAL FACADE REBATE PROGRAM

Code	Amounts Appropriated
.802 REHABILITATION LOANS AND GRANTS.....	\$ 518,618
*0900.800 FOR SPECIFIC PURPOSES-GENERAL.....	518,618
*ORGANIZATION TOTAL.....	\$ 518,618

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF ECONOMIC DEVELOPMENT
COMMERCIAL DISTRICT DEVELOPMENT PROGRAM**

<u>Code</u>		<u>Amounts Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 31,000
*1000.100	FOR CONTRACTUAL SERVICES.....	31,000
.526	IMPROVEMENTS.....	
.528	REMOVAL OR DEMOLITION.....	90,000
*1000.500	FOR PERMANENT IMPROVEMENTS.....	90,000
.610	FOR ACQUISITION OF PROPERTY.....	100,000
*1000.800	FOR LAND.....	100,000
.803	RELOCATION PAYMENTS.....	430,000
	PROPERTY MANAGEMENT, MAINTENANCE AND	
.820	SECURITY.....	150,000
*1000.800	FOR SPECIFIC PURPOSES-GENERAL.....	580,000
	*ORGANIZATION TOTAL.....	\$ 801,000

1001 CLYBOURN-OGDEN
 1002 MADISON-RACINE
 1003 ROOSEVELT-HALSTED
 1004 16TH-CANAL
 1005 CICERO-KINZIE
 1006 MADISON-CICERO

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF ECONOMIC DEVELOPMENT
TECHNICAL ASSISTANCE TO BUSINESS AREA AND ECONOMIC DEVELOPMENT GROUPS**

Code	Amounts <u>Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 2,243,650
*1100.100 FOR CONTRACTUAL SERVICES.....	2,243,650
*ORGANIZATION TOTAL.....	\$ 2,243,650

1101 ALIANZA DE NEGOCIANTES FEMININAS	18,750
1102 ANDERSONVILLE CHAMBER OF COMMERCE	18,750
1103 AUSTIN BUSINESS COUNCIL	18,750
1104 BRYN MAWR/BROADWAY/RIDGE MERCHANTS ASSN.	18,750
1105 CALUMET AREA INDUSTRIAL COMMISSION	22,500
1107 CHATHAM BUSINESS ASSOCIATION	33,750
1108 CHINATOWN CHAMBER OF COMMERCE	23,250
1109 NORTHOWN CHAMBER OF COMMERCE	26,250
1110 EAST 75TH AND 79TH ST. BUSINESS ASSOC.	19,000
1112 FIFTH CITY INDUSTRIAL PROMOTIONAL CORP..	19,000
1113 FULLERTON AVENUE MERCHANTS ASSOC.	18,750
1114 GARFIELD PARK CHAMBER OF COMMERCE	18,750
1115 GREATER ENGLEWOOD LOCAL DEV. CORP.	22,750
1116 GREATER MILWAUKEE AVE CHAMBER OF COMMERCE	18,750
1117 GREATER SOUTHWEST DEVELOPMENT CORP.	33,750
1118 HOWARD/PAULINA DEVELOPMENT CORP.	22,750
1119 HYDE PARK-KENWOOD DEVELOPMENT CORP	22,750
1120 LAKEVIEW CENTRAL BUSINESS ASSN.	22,500
1121 LAKEVIEW CHAMBER OF COMMERCE	22,500
1122 LAKEVIEW EAST DEVELOPMENT CORP.	22,500
1123 LAWDALE LOCAL DEVELOPMENT CORP.	22,750
1124 MILWAUKEE/DIVERSEY CHAMBER OF COMMERCE	18,750
1125 NORTHCENTER CHAMBER OF COMMERCE	18,750
1126 NORTH RIVER COMMISSION/LAWRENCE AV. DEV	33,750
1127 NORTHWEST NEIGHBORHOOD FEDERATION	18,750
1128 PILSEN CHAMBER OF COMMERCE	22,500
1129 PROJECT 80 COMMUNITY DEVELOPMENT CORP.. INC.	18,750
1130 ROGERS PARK BUSINESS AREA DEVELOPMENT CORP.	19,000
1131 ROSELAND BUSINESS DEVELOPMENT COUNCIL	22,500
1132 SOUTH SHORE COUNCIL OF COMMERCE	22,750
1133 UPTOWN CHAMBER OF COMMERCE	22,750
1134 WESTSIDE BUSINESS IMPROVEMENT ASSOC.	26,250
1135 WESTTOWN CONCERNED CITIZENS COALITION	18,750
1136 CABALLEROS DE SAN JUAN CREDIT UNION	60,000
1137 CHICAGO ASSOC. OF NEIGHBORHOOD DEVELOPMENT	48,750
1138 CHICAGO ECONOMIC DEVELOPMENT CORP.	116,250
1139 CHICAGO ECONOMIC DEVELOPMENT CORP. II	33,750
1140 CHICAGO WORKSHOP ON ECONOMIC DEVELOPMENT	33,750

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF ECONOMIC DEVELOPMENT - CONTINUED
TECHNICAL ASSISTANCE TO BUSINESS AREA AND ECONOMIC DEVELOPMENT GROUPS - CONTINUED

Code	Amounts Appropriated
1141 COSMOPOLITAN CHAMBER OF COMMERCE	33,750
1142 HISPANIC FEDERATION OF ILLINOIS CH OF COM.	33,750
1143 INVENTORS COUNCIL	18,750
1144 KOREAN MIDWEST FEDERATION	18,750
1145 BACK OF THE YARDS NEIGHBORHOOD COUNCIL	41,250
1146 GREATER NORTH PULASKI DEVELOPMENT CORP.	48,750
1147 INDUSTRIAL COUNCIL OF NORTHWEST CHICAGO	48,750
1148 NEW CITY YMCA	48,750
1149 NORTH BUSINESS AND INDUSTRIAL COUNCIL	48,750
1150 SOUTH AUSTIN/MADISON CORP.	48,750
1151 SOUTH CHICAGO DEVELOPMENT COMM.	48,750
1152 BICKERDIKE REDEVELOPMENT CORP.	18,500
1153 CHICAGO HIGH TECH ASSN.	18,750
1154 KENWOOD-OAKLAND COMMUNITY ORGANIZATION	26,250
1155 MIDWEST CENTER FOR LABOR RESEARCH	18,750
1156 MIDWEST COOP. ASSN.	26,250
1157 PHILIPPINE CHAMBER OF COMMERCE	19,000
1158 LATIN AMERICAN CHAMBER OF COMMERCE	30,000
1159 HOWARD/PAULINA DEVELOPMENT CORP.	10,000
1160 VOICE OF THE PEOPLE IN UPTOWN	18,500
1161 UNIVERSITY VILLAGE ASSOCIATION	18,750
1162 INSTITUTE OF CULTURAL AFFAIRS	40,750
1163 CITIZENS INFORMATION SERVICE	18,750
1164 HUMAN RESOURCE INSTITUTE	26,250
1165 CENTER FOR URBAN ECONOMIC DEVELOPMENT	37,500
1166 18TH ST DEVELOPMENT CORPORATION	26,250
1167 NORTH PULASKI CHAMBER OF COMMERCE	18,750
1168 EAST EDGEWATER CHAMBER OF COMMERCE	18,750
1169 HYDE PARK CHAMBER	18,500
1170 BRIGHTON PARK BUSINESS ASSOCIATION	18,750
1171 BUCKTOWN BUSINESS ASSOCIATION	18,750
1172 TAYLOR STREET CHAMBER OF COMMERCE	18,750
1173 GREATER WESTSIDE DEVELOPMENT CORPORATION	18,750
1174 ENGLEWOOD BUSINESSMEN'S ASSOCIATION	18,750
1175 ILL ASSN OF BLACK WOMEN BUSINESS	18,750
1176 UPTOWN CENTER HULL HOUSE	18,750
1177 WOMEN'S SELF EMPLOYMENT PROJECT	18,750
1178 PILSEN CHAMBER OF COMMERCE	20,000
1179 DUSABLE HISTORICAL SOCIETY	35,000
1180 N. RIVER COMMISSION/LADCOR	15,000
1181 SANOFKA, INC.	15,000
1183 CUBAN AMERICAN CHAMBER OF COMMERCE	18,750
1184 LITTLE VILLAGE CHAMBER OF COMMERCE	18,750
1185 GREATER MILWAUKEE AVE DEV CORP	18,750
1186 WESTSIDE SMALL BUSINESS DEV. CORP.	18,750
1187 JANE ADDAMS INDUSTRIAL RESOURCE CENTER	19,000
1188 SOUTH AUSTIN MADISON CORPORATION	20,000
1189 WASHINGTON PARK COMMUNITY DEVELOPMENT CO.	22,650
PROJECT TOTAL.....	2,243,650

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF ECONOMIC DEVELOPMENT
DIRECT MICRO-LOAN PROGRAM

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.805 LOAN PROGRAM COSTS.....	\$ 200,000
*1200.800 FOR SPECIFIC PURPOSES-GENERAL.....	200,000
*ORGANIZATION TOTAL.....	\$ 200,000

BUSINESS DEVELOPMENT LOAN PROGRAM

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.805 LOAN PROGRAM COSTS.....	\$ 1,500,000
*1300.800 FOR SPECIFIC PURPOSES-GENERAL.....	1,500,000
*ORGANIZATION TOTAL.....	\$ 1,500,000

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF PLANNING
ADMINISTRATION AND PLANNING**

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 672,582
	.015 SCHEDULE SALARY ADJUSTMENTS.....	2,709
	.070 FRINGE BENEFITS.....	<u>236,892</u>
*1900.000	FOR PERSONAL SERVICES.....	912,183
	.128 FEES AND SERVICES.....	9,300
	.130 POSTAGE AND POSTAL CHARGES.....	8,500
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	18,500
	.152 ADVERTISING.....	1,050
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	2,800
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	14,200
	.166 SUBSCRIPTIONS AND DUES.....	1,200
	.169 TECHNICAL MEETING COSTS.....	6,000
	MAINTENANCE AND OPERATION-CITY OWNED	
	.176 VEHICLES.....	<u>1,000</u>
*1900.100	FOR CONTRACTUAL SERVICES.....	82,550
	.245 REIMBURSEMENT TO TRAVELERS.....	<u>2,500</u>
*1900.200	FOR TRAVEL.....	2,500
	.320 GASOLINE.....	3,600
	.340 MATERIAL AND SUPPLIES.....	8,500
	.350 STATIONERY AND OFFICE SUPPLIES.....	<u>7,500</u>
*1900.300	FOR COMMODITIES.....	18,600
	*ORGANIZATION TOTAL.....	\$ 996,833

Positions and Salaries

Code	Positions	No.	Rate
ADMINISTRATION AND PLANNING-1900			
5757	COMPUTER CARTOGRAPHER II.....	1	\$ 16,452
5754	CHIEF GRAPHIC ARTIST.....	1	37,428
1447	DISTRICT PLANNING LIAISON.....	1	46,596
1441	COORDINATING PLANNER I.....	1	46,596
1441	COORDINATING PLANNER I.....	1	34,200
1440	COORDINATING PLANNER II.....	1	50,880
1440	COORDINATING PLANNER II.....	1	39,084
1406	PLANNING ASSISTANT.....	1	16,452
1405	CITY PLANNER V.....	3	39,084
1405	CITY PLANNER V.....	1	35,808
1405	CITY PLANNER V.....	1	34,200
1405	CITY PLANNER V.....	1	29,544
1405	CITY PLANNER V.....	1	28,152
1404	CITY PLANNER IV.....	3	35,808
1404	CITY PLANNER IV.....	1	29,544
1403	CITY PLANNER III.....	1	29,544
1403	CITY PLANNER III.....	1	28,152
1403	CITY PLANNER III.....	1	24,300
1403	CITY PLANNER III.....	1	23,136
1401	CITY PLANNER I.....	1	19,992
1401	CITY PLANNER I.....	1	19,008
0810	EXECUTIVE SECRETARY II.....	1	19,992
0805	SECRETARY.....	1	14,928
0189	ACCOUNTING TECHNICIAN I.....	1	17,292
0147	PRINCIPAL ACCOUNT CLERK.....	1	19,992
	SCHEDULE SALARY ADJUSTMENTS.....		<u>2,709</u>
	ACTIVITY TOTAL.....	29	888,657
		29	888,657
	LESS TURNOVER.....		213,366
	TOTAL.....		\$ 675,291

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING
PLANNING AND ADMINISTRATION

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,047,613
	.015 SCHEDULE SALARY ADJUSTMENTS.....	18,911
	.070 FRINGE BENEFITS.....	383,998
*2200.000	FOR PERSONAL SERVICES.....	1,450,522
	.125 OFFICE AND BUILDING SERVICES.....	6,300
	.126 OFFICE CONVENIENCES.....	863
	.130 POSTAGE AND POSTAL CHARGES.....	2,625
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	100,000
	.150 PUBLICATIONS.....	3,000
	.152 ADVERTISING.....	500
	.155 RENTAL OF PROPERTY.....	205,000
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	75,000
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	51,750
	.166 SUBSCRIPTIONS AND DUES.....	2,000
	.169 TECHNICAL MEETING COSTS.....	3,750
	.172 INSURANCE PREMIUMS.....	2,850
	TRANSPORTATION CHARGES	
	.175 (EXCLUSIVE OF TRAVEL).....	375
	MAINTENANCE AND OPERATION-CITY OWNED	
	.176 VEHICLES.....	1,125
	HEAT, LIGHT, AND POWER (PUBLIC)	
	.182 AND RELATED SERVICES.....	16,875
	.186 TELEPHONE.....	33,750
*2200.100	FOR CONTRACTUAL SERVICES.....	505,783
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	750
	.245 REIMBURSEMENT TO TRAVELERS.....	4,500
	.270 LOCAL TRANSPORTATION.....	2,250
*2200.200	FOR TRAVEL.....	7,500
	.320 GASOLINE.....	3,600
	.340 MATERIAL AND SUPPLIES.....	17,955
	.348 BOOKS AND RELATED MATERIALS.....	188
	.350 STATIONERY AND OFFICE SUPPLIES.....	8,775
*2200.300	FOR COMMODITIES.....	30,518
	.422 OFFICE MACHINES.....	750
	.424 FURNITURE AND FURNISHINGS.....	1,875
	.440 MACHINERY AND EQUIPMENT.....	19,500
*2200.400	FOR EQUIPMENT.....	22,125
*ORGANIZATION TOTAL.....		\$ 2,016,428

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
PLANNING AND ADMINISTRATION-2200			
5742	GRAPHIC ARTIST II.....	1	\$ 25,536
5408	COORDINATING ARCHITECT II.....	1	50,880
3896	PROGRAM AUDITOR III.....	1	28,152
3896	PROGRAM AUDITOR III.....	1	23,136
3883	ASSISTANT DIRECTOR OF FINANCE.....	1	39,084
3080	AFFIRMATIVE ACTION OFFICER.....	1	29,544
3055	RECORDS COORDINATOR.....	1	20,988
2934	PROGRAM EXPEDITOR III.....	1	29,544
2902	CHIEF RESEARCH ANALYST.....	1	29,544
1937	ASSISTANT TO COMMISSIONER.....	1	26,784
1927	AREA COORDINATOR.....	1	48,696
1811	STOREKEEPER.....	1	12,924
1762	EVALUATION SPECIALIST III.....	1	34,200
1749	DIRECTOR OF PROGRAM SERVICES.....	1	29,544
1747	PROGRAM SPECIALIST III.....	1	26,784
1745	PROGRAM SPECIALIST I.....	2	22,032
1725	RESEARCH ASSISTANT.....	1	14,928
1724	SENIOR RESEARCH ASSISTANT.....	1	19,992
1512	BUYER II.....	1	24,300
1432	DIRECTOR OF PLANNING.....	1	37,428
1404	CITY PLANNER IV.....	1	35,808
1403	CITY PLANNER III.....	1	32,580

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING - CONTINUED
PLANNING AND ADMINISTRATION - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
PLANNING AND ADMINISTRATION-2200 - CONTINUED			
1401	CITY PLANNER I.....	1	19,008
1383	PERSONNEL TECHNICIAN III.....	1	28,152
1342	PERSONNEL ASSISTANT III.....	1	19,008
1341	PERSONNEL ASSISTANT II.....	1	19,992
1341	PERSONNEL ASSISTANT II.....	1	16,452
1318	FIELD TRAINING DIRECTOR.....	1	29,544
1144	DIRECTOR OF OPERATIONAL AND INFORMATIONAL SERVICES.....	1	34,200
1141	PRINCIPAL OPERATIONS RESEARCH ANALYST...	1	34,200
1141	PRINCIPAL OPERATIONS RESEARCH ANALYST...	1	32,580
1128	SENIOR MANAGEMENT SYSTEMS SPECIALIST....	1	29,544
0836	SENIOR TYPIST.....	1	14,208
0836	SENIOR TYPIST.....	1	12,924
0833	WORD PROCESSING OPERATOR I.....	1	17,292
0826	PRINCIPAL TYPIST.....	1	17,292
0809	EXECUTIVE SECRETARY I.....	1	23,136
0809	EXECUTIVE SECRETARY I.....	1	18,132
0805	SECRETARY.....	1	17,292
0805	SECRETARY.....	1	15,672
0805	SECRETARY.....	1	14,928
0692	REPROGRAPHICS TECHNICIAN I.....	1	13,536
0692	REPROGRAPHICS TECHNICIAN I.....	1	12,360
0683	TELEPHONE OPERATOR.....	1	13,536
0683	TELEPHONE OPERATOR.....	1	12,924
0669	REMOTE TERMINAL OPERATOR.....	1	15,672
0665	SENIOR DATA ENTRY OPERATOR.....	1	18,132
0665	SENIOR DATA ENTRY OPERATOR.....	1	16,452
0637	SENIOR MICROFILM MACHINE OPERATOR.....	1	12,360
0637	SENIOR MICROFILM MACHINE OPERATOR.....	1	11,784
0421	PRINCIPAL CLERK.....	1	18,132
0421	PRINCIPAL CLERK.....	1	15,672
0419	RECORDS CUSTODIAN.....	1	11,220
0413	INQUIRY AIDE I.....	1	12,360
0403	SENIOR CLERK.....	2	11,220
0361	DIRECTOR OF PERSONNEL POLICIES AND UTILIZATION.....	1	37,428
0328	BUSINESS MANAGER.....	1	26,784
0322	SPECIAL ASSISTANT.....	1	39,084
0308	STAFF ASSISTANT.....	1	23,136
0303	ADMINISTRATIVE ASSISTANT III.....	1	29,544
0302	ADMINISTRATIVE ASSISTANT II.....	1	19,008
0302	ADMINISTRATIVE ASSISTANT II.....	1	18,132
0301	ADMINISTRATIVE ASSISTANT I.....	1	16,452
0301	ADMINISTRATIVE ASSISTANT I.....	1	14,208
0190	ACCOUNTING TECHNICIAN II.....	1	28,152
0190	ACCOUNTING TECHNICIAN II.....	2	19,008
0190	ACCOUNTING TECHNICIAN II.....	1	18,132
0152	DIRECTOR OF FINANCIAL CONTROLS.....	1	51,876
0147	PRINCIPAL ACCOUNT CLERK.....	1	16,452
0147	PRINCIPAL ACCOUNT CLERK.....	1	14,928
0146	SENIOR ACCOUNT CLERK.....	2	14,928
0146	SENIOR ACCOUNT CLERK.....	1	12,360
0138	DIRECTOR OF FINANCIAL ANALYSIS.....	1	39,084
0104	ACCOUNTANT IV.....	1	24,300
0102	ACCOUNTANT II.....	1	19,992
	SCHEDULE SALARY ADJUSTMENTS.....		18,911
	ACTIVITY TOTAL.....	79	1,820,411
		79	1,820,411
	LESS TURNOVER.....		753,887
	TOTAL.....		\$ 1,066,524

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING
FAIR HOUSING COUNSELING

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 345,704	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	5,771	
	.070 FRINGE BENEFITS.....	123,344	
	*2300.000 FOR PERSONAL SERVICES.....	474,819	
	.125 OFFICE AND BUILDING SERVICES.....	1,313	
	.126 OFFICE CONVENIENCES.....	413	
	.130 POSTAGE AND POSTAL CHARGES.....	1,688	
	.143 COURT REPORTING.....	1,500	
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....	75,000	
	.150 PUBLICATIONS.....	1,125	
	.152 ADVERTISING.....	188	
	.155 RENTAL OF PROPERTY.....	45,000	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	3,750	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	3,750	
	.166 SUBSCRIPTIONS AND DUES.....	563	
	.172 INSURANCE PREMIUMS.....	600	
	HEAT, LIGHT, AND POWER (PUBLIC)		
	.182 AND RELATED SERVICES.....	3,375	
	.186 TELEPHONE.....	7,500	
	*2300.100 FOR CONTRACTUAL SERVICES.....	145,785	
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	2,250	
	.245 REIMBURSEMENT TO TRAVELERS.....	750	
	.270 LOCAL TRANSPORTATION.....	1,500	
	*2300.200 FOR TRAVEL.....	4,500	
	.340 MATERIAL AND SUPPLIES.....	1,418	
	.350 STATIONERY AND OFFICE SUPPLIES.....	2,700	
	*2300.300 FOR COMMODITIES.....	4,118	
	.422 OFFICE MACHINES.....	375	
	.424 FURNITURE AND FURNISHINGS.....	900	
	*2300.400 FOR EQUIPMENT.....	1,275	
	*ORGANIZATION TOTAL.....	\$ 630,477	

Positions and Salaries

Code	Positions	No.	Rate
	FAIR HOUSING COUNSELING-2300		
3096	DIRECTOR OF FAIR HOUSING.....	1	\$ 42,660
3043	ASSISTANT DIRECTOR OF FAIR HOUSING.....	1	32,580
3013	HUMAN RELATIONS OFFICER III.....	1	32,580
3013	HUMAN RELATIONS OFFICER III.....	1	31,008
3013	HUMAN RELATIONS OFFICER III.....	1	29,544
3013	HUMAN RELATIONS OFFICER III.....	1	26,784
3009	HUMAN RELATIONS OFFICER I.....	1	24,300
3009	HUMAN RELATIONS OFFICER I.....	1	18,452
3008	HUMAN RELATIONS OFFICER II.....	1	31,008
3008	HUMAN RELATIONS OFFICER II.....	1	29,544
3008	HUMAN RELATIONS OFFICER II.....	2	26,784
3008	HUMAN RELATIONS OFFICER II.....	1	25,536
3008	HUMAN RELATIONS OFFICER II.....	1	24,300
0836	SENIOR TYPIST.....	1	12,360
0826	PRINCIPAL TYPIST.....	1	14,928
0805	SECRETARY.....	1	18,132
0303	ADMINISTRATIVE ASSISTANT III.....	1	31,008
	SCHEDULE SALARY ADJUSTMENTS.....		5,771
	ACTIVITY TOTAL.....	18	482,083
		18	482,083
	LESS TURNOVER.....		130,588
	TOTAL.....		\$ 351,475

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
REHABILITATION PROGRAM SUPPORT**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,542,366	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	15,899	
	.070 FRINGE BENEFITS.....	547,996	
*2400.000	FOR PERSONAL SERVICES.....	2,106,261	
	.125 OFFICE AND BUILDING SERVICES.....	8,138	
	.126 OFFICE CONVENIENCES.....	825	
	.130 POSTAGE AND POSTAL CHARGES.....	6,000	
	.141 APPRAISALS.....	7,500	
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....	236,355	
	.150 PUBLICATIONS.....	11,250	
	.152 ADVERTISING.....	6,000	
	.155 RENTAL OF PROPERTY.....	280,000	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	9,000	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	9,000	
	.166 SUBSCRIPTIONS AND DUES.....	938	
	.169 TECHNICAL MEETING COSTS.....	3,750	
	.172 INSURANCE PREMIUMS.....	3,750	
	TRANSPORTATION CHARGES		
	.175 (EXCLUSIVE OF TRAVEL).....	563	
	MAINTENANCE AND OPERATION-CITY OWNED		
	.176 VEHICLES.....	1,125	
	HEAT, LIGHT, AND POWER (PUBLIC)		
	.182 AND RELATED SERVICES.....	21,375	
	.186 TELEPHONE.....	41,250	
*2400.100	FOR CONTRACTUAL SERVICES.....	848,819	
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	12,750	
	DIRECT PAYMENT TO PRIVATE TRANSPORT		
	.240 AGENCIES.....	375	
	.245 REIMBURSEMENT TO TRAVELERS.....	4,500	
	.270 LOCAL TRANSPORTATION.....	1,500	
*2400.200	FOR TRAVEL.....	19,125	
	.320 GASOLINE.....	5,250	
	.340 MATERIAL AND SUPPLIES.....	7,088	
	.348 BOOKS AND RELATED MATERIALS.....	188	
	.350 STATIONERY AND OFFICE SUPPLIES.....	5,400	
*2400.300	FOR COMMODITIES.....	17,928	
	.422 OFFICE MACHINES.....	750	
	.424 FURNITURE AND FURNISHINGS.....	750	
*2400.400	FOR EQUIPMENT.....	1,500	
*ORGANIZATION TOTAL.....		\$ 2,791,831	

Positions and Salaries

Code	Positions	No.	Rate
REHABILITATION PROGRAM SUPPORT-2400			
9679	DEPUTY COMMISSIONER.....	1	\$ 52,116
3896	PROGRAM AUDITOR III.....	1	23,136
1993	LOAN PROCESSING OFFICER ASSISTANT.....	2	20,988
1990	ASSISTANT DIRECTOR OF LOAN PROCESSING...	1	40,812
1989	DIRECTOR OF LOAN PROCESSING.....	1	42,660
1988	LOAN PROCESSING SUPERVISOR.....	2	37,428
1988	LOAN PROCESSING SUPERVISOR.....	3	31,008
1988	LOAN PROCESSING SUPERVISOR.....	2	29,544
1987	LOAN PROCESSING OFFICER.....	1	29,544
1987	LOAN PROCESSING OFFICER.....	8	28,152
1987	LOAN PROCESSING OFFICER.....	2	26,784
1987	LOAN PROCESSING OFFICER.....	2	23,136
1987	LOAN PROCESSING OFFICER.....	2	22,032
1969	DIRECTOR OF REHABILITATION FINANCE.....	1	44,580
1949	DIRECTOR OF REHABILITATION CONSTRUCTION.	1	51,876
1941	ASSISTANT DIRECTOR OF REHABILITATION		
	CONSTRUCTION.....	1	37,428
1940	SUPERVISING REHABILITATION CONSTRUCTION		
	SPECIALIST.....	1	37,428

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING - CONTINUED
REHABILITATION PROGRAM SUPPORT - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
REHABILITATION PROGRAM SUPPORT-2400 - CONTINUED			
1940	SUPERVISING REHABILITATION CONSTRUCTION SPECIALIST.....	2	34,200
1940	SUPERVISING REHABILITATION CONSTRUCTION SPECIALIST.....	1	31,008
1939	REHABILITATION CONSTRUCTION SPECIALIST..	1	34,200
1939	REHABILITATION CONSTRUCTION SPECIALIST..	2	32,580
1939	REHABILITATION CONSTRUCTION SPECIALIST..	1	31,008
1939	REHABILITATION CONSTRUCTION SPECIALIST..	3	29,544
1939	REHABILITATION CONSTRUCTION SPECIALIST..	7	28,152
1939	REHABILITATION CONSTRUCTION SPECIALIST..	3	26,784
1939	REHABILITATION CONSTRUCTION SPECIALIST..	1	24,300
1440	COORDINATING PLANNER II.....	1	40,812
0836	SENIOR TYPIST.....	1	16,452
0836	SENIOR TYPIST.....	2	14,928
0836	SENIOR TYPIST.....	2	14,208
0836	SENIOR TYPIST.....	1	13,536
0836	SENIOR TYPIST.....	2	12,360
0826	PRINCIPAL TYPIST.....	1	19,008
0805	SECRETARY.....	1	14,928
0421	PRINCIPAL CLERK.....	1	19,008
0421	PRINCIPAL CLERK.....	1	18,132
0421	PRINCIPAL CLERK.....	1	17,292
0421	PRINCIPAL CLERK.....	2	14,208
0320	ASSISTANT TO THE COMMISSIONER.....	1	26,784
0309	COORDINATOR OF SPECIAL PROJECTS.....	1	46,596
0308	STAFF ASSISTANT.....	1	31,008
0302	ADMINISTRATIVE ASSISTANT II.....	1	25,536
0302	ADMINISTRATIVE ASSISTANT II.....	1	16,452
	SCHEDULE SALARY ADJUSTMENTS.....		15,899
	ACTIVITY TOTAL.....	74	2,050,819
		74	2,050,819
	LESS TURNOVER.....		482,354
	TOTAL.....		\$ 1,558,285

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
DEVELOPMENT PROGRAM SUPPORT**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 995,248	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	21,319	
	.070 FRINGE BENEFITS.....	357,616	
*2500.000	FOR PERSONAL SERVICES.....	1,374,183	
	.125 OFFICE AND BUILDING SERVICES.....	5,250	
	.126 OFFICE CONVENIENCES.....	825	
	.130 POSTAGE AND POSTAL CHARGES.....	3,375	
	.141 APPRAISALS.....	150,000	
	.143 COURT REPORTING.....	2,250	
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....	112,500	
	.150 PUBLICATIONS.....	3,000	
	.152 ADVERTISING.....	4,500	
	.155 RENTAL OF PROPERTY.....	175,000	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	15,750	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	9,341	
	.166 SUBSCRIPTIONS AND DUES.....	938	
	.169 TECHNICAL MEETING COSTS.....	3,750	
	.172 INSURANCE PREMIUMS.....	2,400	
	TRANSPORTATION CHARGES		
	.175 (EXCLUSIVE OF TRAVEL).....	563	
	MAINTENANCE AND OPERATION-CITY OWNED		
	.176 VEHICLES.....	1,125	
	HEAT, LIGHT, AND POWER (PUBLIC)		
	.182 AND RELATED SERVICES.....	57,375	
	.186 TELEPHONE.....	41,250	
*2500.100	FOR CONTRACTUAL SERVICES.....	589,192	
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	3,750	
	DIRECT PAYMENT TO PRIVATE TRANSPORT		
	.240 AGENCIES.....	375	
	.245 REIMBURSEMENT TO TRAVELERS.....	4,500	
	.270 LOCAL TRANSPORTATION.....	1,500	
*2500.200	FOR TRAVEL.....	10,125	
	.320 GASOLINE.....	11,625	
	.340 MATERIAL AND SUPPLIES.....	18,900	
	.348 BOOKS AND RELATED MATERIALS.....	188	
	.350 STATIONERY AND OFFICE SUPPLIES.....	6,750	
*2500.300	FOR COMMODITIES.....	37,483	
	.422 OFFICE MACHINES.....	750	
*2500.400	FOR EQUIPMENT.....	750	
	*ORGANIZATION TOTAL.....	\$ 2,011,713	

Positions and Salaries

Code	Positions	No.	Rate
DEVELOPMENT PROGRAM SUPPORT-2500			
9679	DEPUTY COMMISSIONER.....	1	\$ 52,116
6163	DEMOLITION INSPECTOR.....	1	23,136
6163	DEMOLITION INSPECTOR.....	1	19,008
5614	CIVIL ENGINEER IV.....	1	39,084
5404	ARCHITECT IV.....	1	25,536
4236	MAINTENANCE AIDE III.....	1	24,300
4236	MAINTENANCE AIDE III.....	2	23,136
4230	MAINTENANCE SUPERVISOR.....	1	26,784
4230	MAINTENANCE SUPERVISOR.....	1	25,536
4224	MAINTENANCE AIDE II.....	1	18,132
4224	MAINTENANCE AIDE II.....	2	17,292
4224	MAINTENANCE AIDE II.....	3	16,452
4224	MAINTENANCE AIDE II.....	1	13,536
2989	GRANTS RESEARCH SPECIALIST.....	1	37,428
2981	GRANTS RESEARCH ANALYST.....	1	25,536
1950	ACQUISITION COORDINATOR.....	1	22,032
1947	CHIEF DEMOLITION INSPECTOR.....	1	29,544
1946	DIRECTOR OF DEMOLITION.....	1	28,152
1936	COORDINATOR OF BUILDING MANAGEMENT.....	1	46,596
1932	COORDINATOR OF URBAN DEVELOPMENT.....	1	48,696

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING - CONTINUED
DEVELOPMENT PROGRAM SUPPORT - CONTINUED
 Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No</u>	<u>Rate</u>
DEVELOPMENT PROGRAM SUPPORT-2500 - CONTINUED			
1932	COORDINATOR OF URBAN DEVELOPMENT.....	1	35,808
1930	PROPERTY MANAGEMENT SUPERVISOR.....	1	25,536
1930	PROPERTY MANAGEMENT SUPERVISOR.....	1	19,992
1906	DIRECTOR OF PROPERTY MANAGEMENT.....	1	40,812
1624	LAND ACQUISITION OFFICER.....	2	29,544
1622	LAND DISPOSITION OFFICER.....	1	28,152
1603	DIRECTOR OF LAND ACQUISITION AND DISPOSITION.....	1	44,580
0309	COORDINATOR OF SPECIAL PROJECTS.....	2	35,808
1403	CITY PLANNER III.....	1	31,008
1403	CITY PLANNER III.....	1	29,544
1403	CITY PLANNER III.....	2	23,136
1402	CITY PLANNER II.....	1	22,032
1401	CITY PLANNER I.....	1	19,992
1179	MANAGER OF FINANCE.....	1	39,804
0836	SENIOR TYPIST.....	2	14,208
0826	PRINCIPAL TYPIST.....	1	14,928
0809	EXECUTIVE SECRETARY I.....	1	25,536
0809	EXECUTIVE SECRETARY I.....	1	19,992
0805	SECRETARY.....	1	15,672
0805	SECRETARY.....	1	14,928
0365	MANAGEMENT REPRESENTATIVE.....	2	20,988
0313	ASSISTANT COMMISSIONER.....	1	51,876
0308	STAFF ASSISTANT.....	1	28,152
0302	ADMINISTRATIVE ASSISTANT II.....	1	22,032
0302	ADMINISTRATIVE ASSISTANT II.....	2	20,988
0302	ADMINISTRATIVE ASSISTANT II.....	1	19,992
0302	ADMINISTRATIVE ASSISTANT II.....	1	18,132
0301	ADMINISTRATIVE ASSISTANT I.....	1	19,008
0203	BOND RESEARCH SPECIALIST.....	1	31,008
0203	BOND RESEARCH SPECIALIST.....	1	29,544
0200	BOND RESEARCH ANALYST.....	1	29,544
	SCHEDULE SALARY ADJUSTMENTS.....		21,319
	ACTIVITY TOTAL.....	<u>61</u>	<u>1,823,631</u>
		61	1,823,631
	LESS TURNOVER.....		<u>807,084</u>
	TOTAL.....		<u>\$ 1,016,547</u>

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
COMMUNITY SERVICES TECHNICAL ASSISTANCE**

Code		Amounts
		Appropriated
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,393,651
	.015 SCHEDULE SALARY ADJUSTMENTS.....	21,256
	.070 FRINGE BENEFITS.....	496,611
*2800.000	FOR PERSONAL SERVICES.....	1,911,518
	.125 OFFICE AND BUILDING SERVICES.....	5,250
	.126 OFFICE CONVENIENCES.....	825
	.130 POSTAGE AND POSTAL CHARGES.....	5,063
	.150 PUBLICATIONS.....	1,125
	.152 ADVERTISING.....	188
	.155 RENTAL OF PROPERTY.....	175,000
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	3,750
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	5,250
	.166 SUBSCRIPTIONS AND DUES.....	563
	.169 TECHNICAL MEETING COSTS.....	750
	.172 INSURANCE PREMIUMS.....	2,400
	TRANSPORTATION CHARGES	
	.175 (EXCLUSIVE OF TRAVEL).....	188
	MAINTENANCE AND OPERATION-CITY OWNED	
	.176 VEHICLES.....	1,125
	HEAT, LIGHT, AND POWER (PUBLIC)	
	.182 AND RELATED SERVICES.....	13,500
	.186 TELEPHONE.....	26,250
*2800.100	FOR CONTRACTUAL SERVICES.....	241,227
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	3,750
	DIRECT PAYMENT TO PRIVATE TRANSPORT	
	.240 AGENCIES.....	375
	.245 REIMBURSEMENT TO TRAVELERS.....	375
	.270 LOCAL TRANSPORTATION.....	1,500
*2800.200	FOR TRAVEL.....	8,000
	.320 GASOLINE.....	1,125
	.340 MATERIAL AND SUPPLIES.....	2,363
	.348 BOOKS AND RELATED MATERIALS.....	188
	.350 STATIONERY AND OFFICE SUPPLIES.....	3,375
*2800.300	FOR COMMODITIES.....	7,051
	.422 OFFICE MACHINES.....	750
	.424 FURNITURE AND FURNISHINGS.....	750
*2800.400	FOR EQUIPMENT.....	1,500
*ORGANIZATION TOTAL.....		\$ 2,187,296

Positions and Salaries

Code	Positions	No.	Rate
COMMUNITY SERVICES TECHNICAL ASSISTANCE-2600			
9679	DEPUTY COMMISSIONER.....	1	\$ 52,116
3931	SOCIAL WORKER.....	1	29,544
3823	HOUSING COUNSELOR.....	2	29,544
3823	HOUSING COUNSELOR.....	2	28,152
3823	HOUSING COUNSELOR.....	3	26,784
3823	HOUSING COUNSELOR.....	5	25,536
3823	HOUSING COUNSELOR.....	6	24,300
3823	HOUSING COUNSELOR.....	1	23,136
3823	HOUSING COUNSELOR.....	1	20,988
3823	HOUSING COUNSELOR.....	1	19,992
3076	COORDINATOR OF COMMUNITY SERVICES.....	1	35,808
2961	DIRECTOR OF HOUSING SERVICES.....	1	44,580
2919	SENIOR PLANNING ANALYST.....	2	32,580
2919	SENIOR PLANNING ANALYST.....	1	31,008
2919	SENIOR PLANNING ANALYST.....	1	29,544
1922	RELOCATION SUPERVISOR.....	1	32,580
1922	RELOCATION SUPERVISOR.....	2	29,544
1922	RELOCATION SUPERVISOR.....	1	28,152
1920	HEAD HOUSING COUNSELOR.....	2	28,152
1915	RELOCATION REPRESENTATIVE.....	2	26,784
1915	RELOCATION REPRESENTATIVE.....	4	25,536
1915	RELOCATION REPRESENTATIVE.....	8	24,300

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING - CONTINUED
COMMUNITY SERVICES TECHNICAL ASSISTANCE - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
COMMUNITY SERVICES TECHNICAL ASSISTANCE-2600 - CONTINUED			
1915	RELOCATION REPRESENTATIVE.....	1	20,988
1905	DIRECTOR OF RELOCATION.....	1	42,660
1904	ASSISTANT DIRECTOR OF RELOCATION.....	1	28,152
1901	RELOCATION SPECIALIST.....	1	28,152
1532	CONTRACT COMPLIANCE COORDINATOR.....	1	34,200
1528	ASSISTANT DIRECTOR OF COMPLIANCE.....	1	29,544
1440	COORDINATING PLANNER II.....	1	46,596
0836	SENIOR TYPIST.....	1	17,292
0836	SENIOR TYPIST.....	2	16,452
0836	SENIOR TYPIST.....	1	15,672
0836	SENIOR TYPIST.....	1	14,928
0836	SENIOR TYPIST.....	1	12,924
0836	SENIOR TYPIST.....	2	12,360
0809	EXECUTIVE SECRETARY I.....	1	20,988
0791	DIRECTOR OF NEIGHBORHOOD HOUSING SUPPORT	1	35,808
0421	PRINCIPAL CLERK.....	1	20,988
0421	PRINCIPAL CLERK.....	1	14,208
0421	PRINCIPAL CLERK.....	1	13,536
0313	ASSISTANT COMMISSIONER.....	1	46,000
0303	ADMINISTRATIVE ASSISTANT III.....	1	29,544
0302	ADMINISTRATIVE ASSISTANT II.....	1	17,292
	SCHEDULE SALARY ADJUSTMENTS.....		21,256
	ACTIVITY TOTAL.....	72	1,915,888
		72	1,915,888
	LESS TURNOVER.....		500,781
	TOTAL.....		\$ 1,414,907

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
PROPERTY MANAGEMENT AND MAINTENANCE**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.820 PROPERTY MANAGEMENT.....	\$ 229,758
.821 MAINTENANCE AND CONSTRUCTION.....	182,742
*2700.800 FOR SPECIFIC PURPOSES-GENERAL.....	412,500
*ORGANIZATION TOTAL.....	\$ 412,500

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING
RESIDENTIAL URBAN RENEWAL

\$1,000,000 of the \$3,449,000 funding for the Residential Urban Renewal Program is to be derived from revenues from the sale of land. Expenditures for this program will be limited to \$2,449,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

Code	Amounts Appropriated
.526 IMPROVEMENTS.....	\$ 679,800
.528 REMOVAL OR DEMOLITION.....	55,000
*2800.500 FOR PERMANENT IMPROVEMENTS.....	734,800
.610 FOR ACQUISITION OF PROPERTY.....	2,714,200
*2800.800 FOR LAND.....	2,714,200
*ORGANIZATION TOTAL.....	\$ 3,449,000

2801 CENTRAL WEST/MONROE & LAFLIN
 2802 CENTRAL WEST/SCATTERED SITE DEVELOPMENT
 2803 CHICAGO-ORLEANS/OAK AND WELLS PROJECT
 2804 ENGLEWOOD/ANTIOCH INFILL
 2805 ENGLEWOOD HOSPITAL
 2806 GRAND BLVD. PROJECT/SCATTERED SITES
 2807 HASKINS-HERMITAGE REDEVELOP
 2808 HYDE PARK-KENWOOD/53-KIMBARK
 2809 KEDZIE-AINSIE/MOO-GOONG TERRACE
 2810 LAKE-KEDZIE REDEVELOPMENT/MAYPOLE AND KEDZIE PROJECT
 2811 LAWDALE CONSERVATION AREA/SCATTERED SITE DEVELOPMENT
 2812 LINCOLN PARK CONSERVATION AREA
 2813 MADISON-ALBANY REDEVELOP PROJECT
 2814 MADISON-CANAL REDEVELOP PROJECT/PRESIDENTIAL TOWERS
 2815 MOHAWK-NORTH REDEVELOP PROJECT
 2816 MONTEREY-VINCENNES
 2817 NEAR WEST SIDE CONSERVATION AREA/SCATTERED SITE DEVELOP.
 2818 PERSHING-COTTAGE GROVE/SITE IMPROVEMENTS
 2819 UPTOWN CONSERVATION AREA/SCATTERED SITE DEVELOPMENT
 2820 36th-INDIANA PROJECT/CORNEAL DAVIS APTS
 2821 39th-KING DR REDEVELOPMENT PROJECT
 2822 41ST-KING DR. REDEVELOP/PAUL STEWART APTS.
 2823 45th-MICHIGAN PROJECT
 2824 47TH-LAKE PARK PROJECT/SITE IMPROVEMENTS
 2825 51st-VINCENNES IMPROVEMENTS
 2826 63rd & DORCHESTER PROJECT
 2827 63RD-STONY ISLAND
 2828 67th-STONY ISLAND DEVELOPMENT
 2829 69TH-SOUTH CHICAGO PROJECT
 2830 79TH-NORMAL
 2831 CITYWIDE SITE IMPROVEMENT

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
HOUSING ACTION GRANTS**

Code		<u>Amounts Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 1,643,750
*2900.100	FOR CONTRACTUAL SERVICES.....	1,643,750
	*ORGANIZATION TOTAL.....	\$ 1,843,750
2901	ASSOCIATION HOUSE	41,250
2902	ST. MICHAELS M. B. CHURCH	7,500
2903	CONCERNED CITIZENS OF LITTLE VILLAGE	41,250
2904	EDGEWATER COMMUNITY COUNCIL	36,750
2905	18TH STREET DEVELOPMENT CORPORATION	22,500
2906	GREATER SOUTH WEST DEVELOPMENT CORP	19,500
2907	HOWARD AREA COMMUNITY CENTER	33,750
2908	LATIN AMERICAN TASK FORCE	41,250
2909	LEADERSHIP COUNCIL METRO OPEN COMM.	41,250
2910	NORTH RIVER COMMISSION	22,500
2911	ROGERS PARK COMMUNITY COUNCIL	20,000
2912	UPTOWN CENTER HULL HOUSE	33,750
2913	VOICE OF THE PEOPLE(UPTOWN)	36,750
2914	CHICAGO REHAB NETWORK	31,250
2915	LATIN UNITED COMMUNITY HOUSING ASSOC.	30,000
2916	COMMUNITY INVESTMENT CORPORATION	412,500
2917	ACCESS LIVING OF METROPOLITAN CHICAGO	41,250
2918	CO-OP CENTER AT TRUMAN COLLEGE	18,750
2919	HERITAGE SOUTH DEVELOPMENT CORPORATION	22,500
2920	ENGLEWOOD COMMUNITY DEVELOPMENT CORP	18,750
2921	GRAND BLVD COMMUNITY DEVELOPMENT CORPORATION	22,500
2922	LAWYER'S COMMITTEE FOR BETTER HOUSING	18,750
2923	KENWOOD OAKLAND COMMUNITY DEV. ORG.	36,750
2924	MARCY-NEWBERRY ASSOC.	26,250
2925	NATIVE AMERICAN COMMITTEE	18,000
2926	LAKEVIEW CITIZENS COUNCIL	15,000
2927	WESTSIDE BUSINESS IMPROVEMENT ASSOC.	18,750
2928	PEOPLES HOUSING	22,500
2929	PEOPLES REINVESTMENT & DEVELOPMENT	18,750
2930	PROJECT 80	18,750
2931	VOLUNTEERS FOR HOUSING	18,750
2932	THE WILL FEED COMMUNITY ORGANIZATION	18,750
2933	ROGERS PARK TENANTS COMMITTEE	15,375
2934	ASHLAND-OAKLEY CONCERNED RESIDENTS	7,500
2935	WASHINGTON PARK COMMUNITY DEV. CORP.	26,250
2936	ROOSEVELT UNIVERSITY	30,000
2937	NATIONAL TRAINING & INFO CENTER	37,500
2938	CIRCLE CHRISTIAN DEV. CORP.	18,750
2939	GREATER CHICAGO DEV. CORP./HICA	30,000
2940	LAWDALE REVITALIZATION	40,750
2941	SOUTHSIDE COMMUNITY ORGANIZATION	18,750
2942	CONCERNED CITIZEN:DEV. OF OUR COMM.	18,750
2943	NHS E.GARFIELD BETHANY HOSPITAL	38,625
2944	ROSELAND COMM.DEVELOP.CORPORATION	18,000
2945	CONCERNED ALLIED NEIGHBORHOOD	17,000
	PROJECT TOTAL.....	1,643,750

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
NEIGHBORHOOD HOUSING SERVICES OF CHICAGO**

<u>Code</u>	<u>Amounts Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 150,000
*3000.100 FOR CONTRACTUAL SERVICES.....	150,000
*ORGANIZATION TOTAL.....	<u>\$ 150,000</u>

3001 NEIGHBORHOOD HOUSING SERVICES	150,000
PROJECT TOTAL.....	<u>150,000</u>

SENIOR CITIZENS/HANDICAPPED HOME MAINTENANCE

<u>Code</u>	<u>Amounts Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 1,125,000
*3100.100 FOR CONTRACTUAL SERVICES.....	1,125,000
*ORGANIZATION TOTAL.....	<u>\$ 1,125,000</u>

3101 BACK-OF-THE YARDS NEIGHBORHOOD COUNCIL	90,000
3102 BETHEL NEW LIFE, INC.	108,000
3103 BICKEROIKE REDEVELOPMENT CORPORATION	105,300
3104 CHICAGO COMMONS ASSOCIATION	150,000
3105 GREATER SOUTHWEST DEVELOPMENT CORP.	86,250
3106 MIDWEST COMMUNITY COUNCIL	121,850
3107 PEOPLES ASSOC. PRO-COMMUNITY ACTION	67,500
3108 VOICE OF THE PEOPLE(UPTOWN)	66,750
3109 MISSION OF FAITH BAPTIST CHURCH	60,750
3110 LATIN AMERICAN TASK FORCE	41,250
3111 METROPOLITAN CHICAGO COALITION FOR THE AGING	60,000
3112 THE NEIGHBORHOOD INSTITUTE	84,850
3113 WASHINGTON PARK DEVELOPMENT CORPORATION	41,250
3114 COVENANT DEVELOPMENT CORPORATION	41,250
PROJECT TOTAL.....	<u>1,125,000</u>

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
HOMELESS SHELTER REHABILITATION**

\$500,000 of the \$1,000,000 of funding for the Homeless Shelter Program is to be derived from the sale of land. Expenditures will be limited to \$500,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

Code	Amounts <u>Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	<u>\$ 1,000,000</u>
*3200.100 FOR CONTRACTUAL SERVICES.....	<u>1,000,000</u>
*ORGANIZATION TOTAL.....	<u>\$ 1,000,000</u>

EMERGENCY HOUSING ASSISTANCE PROGRAM

\$250,000 of the \$1,250,000 of funding for the Emergency Housing Assistance Program is to be derived from the sale of land. Expenditures will be limited to \$1,000,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

Code	Amounts <u>Appropriated</u>
.802 REHABILITATION LOAN AND GRANTS.....	<u>\$ 1,250,000</u>
*3400.800 FOR SPECIFIC PURPOSES-GENERAL.....	<u>1,250,000</u>
*ORGANIZATION TOTAL.....	<u>\$ 1,250,000</u>

HOUSING FACADE PROGRAM

\$2,000,000 of the \$2,500,000 of funding for the Housing Facade Program is to be derived from bond proceeds. Expenditures will be limited to \$500,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

Code	Amounts <u>Appropriated</u>
.802 REHABILITATION LOANS AND GRANTS.....	<u>\$ 2,500,000</u>
*3410.800 FOR SPECIFIC PURPOSES-GENERAL.....	<u>2,500,000</u>
*ORGANIZATION TOTAL.....	<u>\$ 2,500,000</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HOUSING
CHICAGO NEIGHBORHOOD HOUSING PLAN**

\$250,000 of the \$1,000,000 of funding for the Chicago Neighborhood Housing Plan is to be derived from the sale of land. Expenditures will be limited to \$750,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.802 REHABILITATION LOANS AND GRANTS.....	\$ 1,000,000
*3430.800 FOR SPECIFIC PURPOSES-GENERAL.....	1,000,000
 *ORGANIZATION TOTAL.....	 \$ 1,000,000

HOUSING REHABILITATION

\$1,000,000 of the \$5,045,000 of funding for the Housing Rehabilitation Program is to be derived from the sale of land. Expenditures will be limited to \$4,045,000 until the revenues are received and allotted to the program. The allotment of funds will be under the direction of the Budget Director.

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.802 REHABILITATION LOANS AND GRANTS.....	\$ 4,685,000
RELOCATION ASSISTANCE IN SUPPORT OF	
.803 REHABILITATION.....	360,000
*3480.800 FOR SPECIFIC PURPOSES-GENERAL.....	5,045,000
 *ORGANIZATION TOTAL.....	 \$ 5,045,000

HOUSING ABANDONMENT PROGRAM

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 350,000
*3700.100 FOR CONTRACTUAL SERVICES.....	350,000
.802 REHABILITATION LOANS AND GRANTS.....	575,000
*3700.800 FOR SPECIFIC PURPOSES-GENERAL.....	575,000
 *ORGANIZATION TOTAL.....	 \$ 925,000

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HOUSING
NHS-ROSELAND GRANTS PROGRAM

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 90,000
*3900.100	FOR CONTRACTUAL SERVICES.....	90,000
	*ORGANIZATION TOTAL.....	\$ 90,000
3901	NEIGHBORHOOD HOUSING SERVICE	90,000
	PROJECT TOTAL.....	90,000

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF CULTURAL AFFAIRS
CHICAGO OFFICE OF FINE ARTS--COMMUNITY ARTS DEVELOPMENT**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 150,605
.015 SCHEDULE SALARY ADJUSTMENTS.....	1,220
.070 FRINGE BENEFITS.....	<u>53,138</u>
*4000.000 FOR PERSONAL SERVICES.....	204,963
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	158,800
.150 PUBLICATIONS.....	<u>2,619</u>
*4000.100 FOR CONTRACTUAL SERVICES.....	181,419
.270 LOCAL TRANSPORTATION.....	<u>655</u>
*4000.200 FOR TRAVEL.....	655
 *ORGANIZATION TOTAL.....	 <u>\$ 387,037</u>

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
COMMUNITY ARTS DEVELOPMENT-4000			
0358	DIRECTOR OF ARTS DEVELOPMENT.....	1	\$ 40,812
2905	COORDINATOR OF GRANTS MANAGEMENT.....	1	26,784
1745	PROGRAM SPECIALIST I.....	1	19,992
0708	COORDINATOR OF ARTS PROGRAMS.....	1	29,544
0708	COORDINATOR OF ARTS PROGRAMS.....	1	25,536
0707	ASSISTANT COORDINATOR OF ARTS PROGRAMS..	1	20,988
0707	ASSISTANT COORDINATOR OF ARTS PROGRAMS..	1	19,992
0301	ADMINISTRATIVE ASSISTANT I.....	1	14,928
	SCHEDULE SALARY ADJUSTMENTS.....		<u>1,220</u>
	ACTIVITY TOTAL.....	<u>8</u>	<u>199,796</u>
		8	199,796
	LESS TURNOVER.....		<u>47,971</u>
	TOTAL.....		<u>\$ 151,825</u>

95-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF CULTURAL AFFAIRS
CHICAGO OFFICE OF FINE ARTS-STAFF SERVING THE COMMUNITY**

Code		Amounts <u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 103,132
	.015 SCHEDULE SALARY ADJUSTMENTS.....	1,632
	.070 FRINGE BENEFITS.....	36,794
4100.000	FOR PERSONAL SERVICES.....	141,558
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	1,637
4100.100	FOR CONTRACTUAL SERVICES.....	1,637
	*ORGANIZATION TOTAL.....	\$ 143,195

Positions and Salaries

Code	Positions	No.	Rate
STAFF SERVING THE COMMUNITY-4100			
1805	STOCKHANDLER.....	1	\$ 11,220
0708	COORDINATOR OF ARTS PROGRAMS.....	1	31,008
0708	COORDINATOR OF ARTS PROGRAMS.....	1	29,544
0708	COORDINATOR OF ARTS PROGRAMS.....	1	24,300
0810	EXECUTIVE SECRETARY II.....	1	22,032
0190	ACCOUNTING TECHNICIAN II.....	1	18,132
	SCHEDULE SALARY ADJUSTMENTS.....		1,632
	ACTIVITY TOTAL.....	6	137,888
		6	137,888
	LESS TURNOVER.....		33,104
	TOTAL.....		\$ 104,784

CULTURAL OUTREACH

Code		Amounts <u>Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	\$ 89,163
4200.100	FOR CONTRACTUAL SERVICES.....	89,163
	*ORGANIZATION TOTAL.....	\$ 89,163
4201	URBAN GATEWAYS	61,500
4202	IMAGINATION THEATRE	12,000
4203	ETA CREATIVE ARTS FOUNDATION	7,833
4204	MEXICAN FINE ARTS CENTER	7,830
	PROJECT TOTAL.....	89,163

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

CITY COMPTROLLER

SPECIAL ACCOUNTING DIVISION-FISCAL MANAGEMENT, ACCOUNTING AND AUDITING SERVICES

Code		Amounts Appropriated
	REIMBURSEMENT FOR SALARIES AND WAGES	
.004	CORPORATE FUND PAYROLL.....	\$ 192,659
.005	SALARIES AND WAGES-ON PAYROLL.....	405,554
.015	SCHEDULE SALARY ADJUSTMENTS.....	9,689
.070	FRINGE BENEFITS.....	190,031
*4300.000	FOR PERSONAL SERVICES.....	797,933
.130	POSTAGE AND POSTAL CHARGES.....	489
	AUDITING AT THE DIRECTION OF THE	
.142	COMMITTEE ON FINANCE.....	186,845
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	2,445
.150	PUBLICATIONS.....	
.157	RENTAL OF EQUIPMENT AND SERVICES.....	4,270
.162	REPAIR OR MAINTENANCE OF EQUIPMENT.....	3,986
.166	SUBSCRIPTIONS AND DUES.....	179
.169	TECHNICAL MEETING COSTS.....	1,326
	MAINTENANCE AND OPERATION-CITY OWNED	
.176	VEHICLES.....	163
.186	TELEPHONE.....	5,834
*4300.100	FOR CONTRACTUAL SERVICES.....	205,537
.245	REIMBURSEMENT TO TRAVELERS.....	112
.270	LOCAL TRANSPORTATION.....	111
*4300.200	FOR TRAVEL.....	223
.320	GASOLINE.....	244
.350	STATIONERY AND OFFICE SUPPLIES.....	2,558
*4300.300	FOR COMMODITIES.....	2,802
.422	OFFICE MACHINES.....	3,446
.424	FURNITURE AND FURNISHINGS.....	2,331
.450	VEHICLES.....	1,956
*4300.400	FOR EQUIPMENT.....	7,733
.801	CITY-WIDE INDIRECT COSTS.....	331,811
*4300.800	FOR SPECIFIC PURPOSES-GENERAL.....	331,811
	*ORGANIZATION TOTAL.....	\$ 1,348,039

Positions and Salaries

Code	Positions	No.	Rate
FISCAL MANAGEMENT, ACCOUNTING AND AUDITING SERVICES			
0192	AUDITOR II.....	1	\$ 24,300
0190	ACCOUNTING TECHNICIAN II.....	3	28,152
0190	ACCOUNTING TECHNICIAN II.....	1	24,300
0190	ACCOUNTING TECHNICIAN II.....	1	19,992
0189	ACCOUNTING TECHNICIAN I.....	2	17,292
0189	ACCOUNTING TECHNICIAN I.....	2	14,928
0120	SUPERVISOR OF ACCOUNTING.....	1	35,808
0120	SUPERVISOR OF ACCOUNTING.....	1	34,200
0120	SUPERVISOR OF ACCOUNTING.....	1	25,536
0119	ASSISTANT SUPERVISOR OF ACCOUNTING.....	1	24,300
0119	ASSISTANT SUPERVISOR OF ACCOUNTING.....	1	19,992

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

CITY COMPTROLLER - CONTINUED

SPECIAL ACCOUNTING DIVISION-FISCAL MANAGEMENT, ACCOUNTING AND AUDITING SERVICES
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
FISCAL MANAGEMENT, ACCOUNTING AND AUDITING SERVICES - CONTINUED			
O104	ACCOUNTANT IV.....	1	31,008
O104	ACCOUNTANT IV.....	1	26,784
O103	ACCOUNTANT III.....	2	26,784
O102	ACCOUNTANT II.....	1	25,536
O102	ACCOUNTANT II.....	1	19,008
O101	ACCOUNTANT I.....	1	23,136
	SCHEDULE SALARY ADJUSTMENTS.....		9,689
	ACTIVITY TOTAL.....	22	548,053
		22	548,053
	LESS TURNOVER.....		130,810
	TOTAL.....		\$ 415,243

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF PURCHASES, CONTRACTS AND SUPPLIES
CONTRACT MONITORING AND COMPLIANCE**

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 88,499
	.015 SCHEDULE SALARY ADJUSTMENTS.....	832
	.070 FRINGE BENEFITS.....	31,926
*4350.000	FOR PERSONAL SERVICES.....	121,257
	.130 POSTAGE AND POSTAL CHARGES.....	375
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	1,125
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	750
	.166 SUBSCRIPTIONS AND DUES.....	75
	.169 TECHNICAL MEETING COSTS.....	750
	.186 TELEPHONE.....	375
*4350.100	FOR CONTRACTUAL SERVICES.....	3,450
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	563
	.245 REIMBURSEMENT TO TRAVELERS.....	563
	.270 LOCAL TRANSPORTATION.....	563
*4350.200	FOR TRAVEL.....	1,688
	.348 BOOKS AND RELATED MATERIALS.....	75
	.350 STATIONERY AND OFFICE SUPPLIES.....	3,000
*4350.300	FOR COMMODITIES.....	3,075
	.422 OFFICE MACHINES.....	1,875
	.424 FURNITURE AND FURNISHINGS.....	1,125
	.440 MACHINERY AND EQUIPMENT.....	1,500
*4350.400	FOR EQUIPMENT.....	4,500
	.806 SPECIAL PROGRAM COSTS.....	1,875
*4350.800	FOR SPECIFIC PURPOSES-GENERAL.....	1,875
	*ORGANIZATION TOTAL.....	\$ 135,848

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CONTRACT MONITORING AND COMPLIANCE			
3098	COORDINATOR OF CONTRACT COMPLIANCE.....	1	\$ 28,152
1530	CONTRACT COMPLIANCE OFFICER.....	3	19,992
0832	WORD PROCESSING OPERATOR II.....	1	15,672
0823	SENIOR STENOGRAPHER.....	1	12,924
	SCHEDULE SALARY ADJUSTMENTS.....		832
	ACTIVITY TOTAL.....	6	117,556
		6	117,556
	LESS TURNOVER.....		28,225
	TOTAL.....		\$ 89,331

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
SPECIAL A I D S SUPPORT PROGRAM**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.806 SPECIAL PROGRAM COSTS.....	\$ 462,500
*4400.800 FOR SPECIFIC PURPOSES-GENERAL.....	482,500
*ORGANIZATION TOTAL.....	\$ 482,500

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
NEIGHBORHOOD HEALTH CENTER CENTRAL MANAGEMENT**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	857,488
	.015 SCHEDULE SALARY ADJUSTMENTS.....		9,937
	.070 FRINGE BENEFITS.....		304,786
*4500.000	FOR PERSONAL SERVICES.....		1,172,211
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		500
*4500.100	FOR CONTRACTUAL SERVICES.....		500
	.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....		900
	.245 REIMBURSEMENT TO TRAVELERS.....		1,536
*4500.200	FOR TRAVEL.....		2,438
	.320 GASOLINE.....		500
	.345 APPARATUS AND INSTRUMENTS.....		2,500
	.350 STATIONERY AND OFFICE SUPPLIES.....		3,396
*4500.300	FOR COMMODITIES.....		8,398
	.422 OFFICE MACHINES.....		1,750
*4500.400	FOR EQUIPMENT.....		1,750
*ORGANIZATION TOTAL.....		\$	1,183,293

Positions and Salaries

Code	Positions	No.	Rate
NEIGHBORHOOD HEALTH CENTER CENTRAL MANAGEMENT-4500			
3962	COORDINATOR OF FISCAL REVIEWS.....	1	\$ 37,428
3875	DIRECTOR OF FINANCE.....	1	40,812
3764	INSTITUTIONAL CARE NURSE.....	3	21,924
3748	COMMUNITY HEALTH ASSISTANT I.....	1	13,536
3743	PUBLIC HEALTH AIDE.....	1	18,132
3574	SOCIAL WORK ASSISTANT.....	1	17,292
3570	MEDICAL INTERVIEWER.....	1	18,312
3559	ADMINISTRATIVE DIRECTOR-BUREAU OF HEALTH PROGRAMS.....	1	40,812
3465	PUBLIC HEALTH ADMINISTRATOR I.....	1	26,784
3424	HEALTH EDUCATOR AIDE I.....	1	19,008
3424	HEALTH EDUCATOR AIDE I.....	2	16,452
3406	SPEECH THERAPY ASSISTANT.....	1	20,988
3213	DENTAL ASSISTANT.....	1	16,452
3203	DENTIST.....	1,820H	21,84H
3179	MICROBIOLOGIST IV.....	1	35,808
3130	LABORATORY TECHNICIAN III.....	1	23,136
3117	PHARMACIST.....	1	25,536
3055	RECORDS COORDINATOR.....	1	26,784
2915	PROGRAM AUDITOR II.....	1	24,300
2391	HEALTH CODE ENFORCEMENT INSPECTION ANALYST.....	1	28,152
1852	SUPERVISOR OF INVENTORY CONTROL II.....	1	25,536
1850	SUPERVISOR OF INVENTORY CONTROL I.....	1	23,136
1725	RESEARCH ASSISTANT.....	1	17,292
1449	SENIOR HEALTH PLANNER.....	1	29,544
1449	SENIOR HEALTH PLANNER.....	1	26,784
1449	SENIOR HEALTH PLANNER.....	1	23,136
1172	PRINCIPAL SYSTEMS ENGINEER.....	1	46,596
0810	EXECUTIVE SECRETARY II.....	1	29,544
0810	EXECUTIVE SECRETARY II.....	1	26,784
0809	EXECUTIVE SECRETARY I.....	1	16,452
0669	REMOTE TERMINAL OPERATOR.....	1	17,292
0669	REMOTE TERMINAL OPERATOR.....	1	15,672
0596	DIRECTOR OF COMMUNITY EDUCATION.....	1	42,660
0406	CLINIC CLERK.....	2	14,928
0406	CLINIC CLERK.....	2	14,208
0403	SENIOR CLERK.....	1	17,292
0403	SENIOR CLERK.....	1	14,928
0384	SPECIAL ASSISTANT TO THE COMMISSIONER OF HEALTH.....	1	44,580
0314	SUPERVISOR OF PROGRAM REVIEW AND AUDIT..	1	32,580
0303	ADMINISTRATIVE ASSISTANT III.....	1	20,988
0302	ADMINISTRATIVE ASSISTANT II.....	1	24,300

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HEALTH - CONTINUED
NEIGHBORHOOD HEALTH CENTER CENTRAL MANAGEMENT - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
NEIGHBORHOOD HEALTH CENTER			
CENTRAL MANAGEMENT-4500 - CONTINUED			
0175	FIELD PAYROLL AUDITOR.....	1	17,292
0102	ACCOUNTANT II.....	1	25,536
7114	CHAUFFEUR.....	1	14,304
	SCHEDULE SALARY ADJUSTMENTS.....		9,937
	ACTIVITY TOTAL.....	48	1,207,002
		48	1,207,002
	LESS TURNOVER.....		339,577
	TOTAL.....		\$ 867,425

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
COMMUNICABLE DISEASE CONTROL**

<u>Code</u>	<u>Amounts</u>
	<u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 238,445
.015 SCHEDULE SALARY ADJUSTMENTS.....	2,252
.070 FRINGE BENEFITS.....	84,901
*4800.000 FOR PERSONAL SERVICES.....	325,588
*ORGANIZATION TOTAL.....	\$ 325,588

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
COMMUNICABLE DISEASE CONTROL-4600			
3433	COMMUNICABLE DISEASE CONTROL		
	INVESTIGATOR I.....	6	\$ 19,992
3433	COMMUNICABLE DISEASE CONTROL		
	INVESTIGATOR I.....	4	19,008
3433	COMMUNICABLE DISEASE CONTROL		
	INVESTIGATOR I.....	1	15,672
3433	COMMUNICABLE DISEASE CONTROL		
	INVESTIGATOR I.....	4	14,928
3419	HEALTH EDUCATOR I.....	1	19,992
3130	LABORATORY TECHNICIAN III.....	1	23,136
	SCHEDULE SALARY ADJUSTMENTS.....		2,252
	ACTIVITY TOTAL.....	17	318,748
		17	318,748
	LESS TURNOVER.....		76,051
	TOTAL.....		\$ 240,697

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HEALTH
MENTAL HEALTH MEDICATION

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
DRUGS, MEDICAL AND CHEMICAL MATERIALS	
.342 AND SUPPLIES.....	\$ 87,000
*4850.300 FOR COMMODITIES.....	87,000
*ORGANIZATION TOTAL.....	\$ 87,000

ADULT HEALTH MEDICATION

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
DRUGS, MEDICAL AND CHEMICAL MATERIALS	
.342 AND SUPPLIES.....	\$ 323,000
*4800.300 FOR COMMODITIES.....	323,000
*ORGANIZATION TOTAL.....	\$ 323,000

695-COMMUNITY DEVELOPMENT. BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
NUTRITION PROGRAM**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 70,175
.015 SCHEDULE SALARY ADJUSTMENTS.....	4,068
.070 FRINGE BENEFITS.....	<u>25,984</u>
*4810.000 FOR PERSONAL SERVICES.....	100,227
.169 TECHNICAL MEETING COSTS.....	240
.186 TELEPHONE.....	<u>900</u>
*4810.100 FOR CONTRACTUAL SERVICES.....	1,140
.348 BOOKS AND RELATED MATERIALS.....	1,550
.350 STATIONERY AND OFFICE SUPPLIES.....	<u>1,040</u>
*4810.300 FOR COMMODITIES.....	2,580
 *ORGANIZATION TOTAL.....	 \$ 103,957

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
NUTRITION PROGRAM-4810			
3411	PUBLIC HEALTH NUTRITIONIST II.....	6	\$ 19,992
	SCHEDULE SALARY ADJUSTMENTS.....	<u>8</u>	<u>4,068</u>
	ACTIVITY TOTAL.....	8	124,020
		8	124,020
	LESS TURNOVER.....		<u>49,777</u>
	TOTAL.....		\$ 74,243

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
LEAD PAINT IDENTIFICATION AND ABATEMENT**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	405,714
	.015 SCHEDULE SALARY ADJUSTMENTS.....		3,130
	.070 FRINGE BENEFITS.....		143,439
*4840.000	FOR PERSONAL SERVICES.....		552,283
	.130 POSTAGE AND POSTAL CHARGES.....		375
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....		24,525
	.157 RENTAL OF EQUIPMENT AND SERVICES.....		990
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		6,420
	.186 TELEPHONE.....		4,050
*4840.100	FOR CONTRACTUAL SERVICES.....		38,380
	.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....		8,100
	.245 REIMBURSEMENT TO TRAVELERS.....		900
*4840.200	FOR TRAVEL.....		8,000
	.350 STATIONERY AND OFFICE SUPPLIES.....		2,610
*4840.300	FOR COMMODITIES.....		2,610
	.424 FURNITURE AND FURNISHINGS.....		525
*4840.400	FOR EQUIPMENT.....		525
*ORGANIZATION TOTAL.....		\$	800,778

Positions and Salaries

Code	Positions	No.	Rate
LEAD PAINT IDENTIFICATION AND ABATEMENT-4840			
2121	DISTRICT DIRECTOR.....	1	\$ 31,008
2931	ASSISTANT COORDINATOR OF FIELD SERVICES.....	2	35,808
2159	CODE ENFORCEMENT SUPERVISOR.....	2	37,428
2159	CODE ENFORCEMENT SUPERVISOR.....	1	28,152
2158	CODE ENFORCEMENT INSPECTOR II.....	1	29,544
2158	CODE ENFORCEMENT INSPECTOR II.....	1	26,784
2157	CODE ENFORCEMENT INSPECTOR I.....	1	31,008
2157	CODE ENFORCEMENT INSPECTOR I.....	1	28,152
2157	CODE ENFORCEMENT INSPECTOR I.....	3	26,784
2157	CODE ENFORCEMENT INSPECTOR I.....	2	24,300
2157	CODE ENFORCEMENT INSPECTOR I.....	3	19,992
2040	ELECTRONIC EQUIPMENT TECHNICIAN.....	1	26,784
0403	SENIOR CLERK.....	1	11,220
	SCHEDULE SALARY ADJUSTMENTS.....		3,130
	ACTIVITY TOTAL.....	20	551,182
		20	551,182
	LESS TURNOVER.....		142,338
	TOTAL.....		\$ 408,844

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
ADOLESCENT SUBSTANCE ABUSE**

Code	Amounts	
	<u>Appropriated</u>	
.005 SALARIES AND WAGES-ON PAYROLL.....	\$	330,819
.015 SCHEDULE SALARY ADJUSTMENTS.....		820
.070 FRINGE BENEFITS.....		119,023
.097 UNIFORM ALLOWANCE-NURSES.....		1,900
.099 UNIFORM ALLOWANCE-COOKS.....		200
*4850.000 FOR PERSONAL SERVICES.....		<u>452,782</u>
.130 POSTAGE AND POSTAL CHARGES.....		200
.166 SUBSCRIPTIONS AND DUES.....		300
.169 TECHNICAL MEETING COSTS.....		500
.186 TELEPHONE.....		<u>3,000</u>
*4850.100 FOR CONTRACTUAL SERVICES.....		<u>4,000</u>
.270 LOCAL TRANSPORTATION.....		<u>1,000</u>
*4850.200 FOR TRAVEL.....		<u>1,000</u>
.330 FOOD.....		17,690
.340 MATERIAL AND SUPPLIES.....		2,000
DRUGS, MEDICAL AND CHEMICAL MATERIALS		
.342 AND SUPPLIES.....		4,050
.348 BOOKS AND RELATED MATERIALS.....		1,400
.350 STATIONERY AND OFFICE SUPPLIES.....		<u>1,000</u>
*4850.300 FOR COMMODITIES.....		<u>28,140</u>
.445 TECHNICAL AND SCIENTIFIC EQUIPMENT.....		<u>10,000</u>
*4850.400 FOR EQUIPMENT.....		<u>10,000</u>
*ORGANIZATION TOTAL.....	\$	<u>493,902</u>

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ADOLESCENT SUBSTANCE ABUSE-4850			
4235	CUSTODIAL AIDE.....	2	\$ 10,716
3620	HOSPITAL LICENSED PRACTICAL NURSE.....	1	14,208
3615	HOSPITAL NURSE.....	1	20,892
3615	HOSPITAL NURSE.....	5	19,872
3536	ALCOHOLISM COUNSELOR.....	4	15,672
3536	ALCOHOLISM COUNSELOR.....	3	14,928
3534	CLINICAL THERAPIST III.....	2	25,536
3533	CLINICAL THERAPIST II.....	3	20,988
3532	CLINICAL THERAPIST I.....	1	19,992
3384	PSYCHIATRIST.....	416H	30.38H
3363	PHYSICIAN.....	416H	29.38H
2733	ASSISTANT COOK.....	694H	6.81H
0836	SENIOR TYPIST.....	1	12,360
0549	MEDICAL RECORDS LIBRARIAN.....	1	18,132
	SCHEDULE SALARY ADJUSTMENTS.....		820
	ACTIVITY TOTAL.....	<u>24</u>	<u>458,290</u>
		24	458,290
	LESS TURNOVER.....		<u>128,851</u>
	TOTAL.....		\$ <u>331,639</u>

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
WOODLAWN NEIGHBORHOOD HEALTH CENTER**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	511,231
	.015 SCHEDULE SALARY ADJUSTMENTS.....		3,104
	.070 FRINGE BENEFITS.....		180,570
	.097 UNIFORM ALLOWANCE-NURSES.....		2,000
*4900.000	FOR PERSONAL SERVICES.....		898,905
	.126 OFFICE CONVENIENCES.....		113
	.130 POSTAGE AND POSTAL CHARGES.....		17
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....		359
	.150 PUBLICATIONS.....		375
	.157 RENTAL OF EQUIPMENT AND SERVICES.....		2,403
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		5,719
	.169 TECHNICAL MEETING COSTS.....		150
	.186 TELEPHONE.....		12,837
*4900.100	FOR CONTRACTUAL SERVICES.....		21,973
	.340 MATERIAL AND SUPPLIES.....		3,343
	DRUGS, MEDICAL AND CHEMICAL MATERIALS		
	.342 AND SUPPLIES.....		126,575
	.343 X-RAY SUPPLIES.....		6,426
	.350 STATIONERY AND OFFICE SUPPLIES.....		3,750
*4900.300	FOR COMMODITIES.....		140,094
	.422 OFFICE MACHINES.....		140
	.424 FURNITURE AND FURNISHINGS.....		4,631
	.445 TECHNICAL AND SCIENTIFIC EQUIPMENT.....		3,100
*4900.400	FOR EQUIPMENT.....		7,871
	.940 LESS MISCELLANEOUS REVENUE.....		78,500
*4900.900	FOR SPECIFIC PURPOSES-FINANCIAL.....		78,500
	*ORGANIZATION TOTAL.....	\$	790,343

Positions and Salaries

Code	Positions	No.	Rate
WOODLAWN NEIGHBORHOOD HEALTH CENTER-4900			
3782	NURSE CLINICIAN.....	1	\$ 32,460
3754	PUBLIC HEALTH NURSE IV.....	1	39,468
3750	CLINIC NURSE.....	1	30,888
3750	CLINIC NURSE.....	1	26,676
3750	CLINIC NURSE.....	1	20,892
3613	LICENSED PRACTICAL NURSE.....	1	20,988
3613	LICENSED PRACTICAL NURSE.....	1	18,132
3611	NURSES AIDE.....	1	13,536
3570	MEDICAL INTERVIEWER.....	1	19,992
3570	MEDICAL INTERVIEWER.....	1	17,292
3570	MEDICAL INTERVIEWER.....	2	16,452
3420	HEALTH EDUCATOR II.....	1	22,032
3411	PUBLIC HEALTH NUTRITIONIST II.....	1	20,988
3203	DENTIST.....	1,820H	21,84H
3169	MEDICAL X-RAY TECHNICIAN II.....	1	22,032
3136	CARDIOPULMONARY TECHNOLOGIST I.....	1	12,360
3133	MEDICAL TECHNOLOGIST I.....	1	25,536
3130	LABORATORY TECHNICIAN III.....	1	24,300
3118	PHARMACY HELPER.....	1	18,132
3117	PHARMACIST.....	1	32,580
3117	PHARMACIST.....	1	25,536
1805	STOCKHANDLER.....	1	14,928

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HEALTH - CONTINUED
WOODLAWN NEIGHBORHOOD HEALTH CENTER - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
WOODLAWN NEIGHBORHOOD HEALTH CENTER-4900 - CONTINUED			
1305	PERSONNEL AIDE.....	1	16,452
0836	SENIOR TYPIST.....	1	14,928
0823	SENIOR STENOGRAPHER.....	1	12,360
0669	REMOTE TERMINAL OPERATOR.....	1	12,924
0550	MEDICAL RECORDS TECHNICIAN.....	1	19,008
0408	RECORD CLERK.....	1	14,208
0406	CLINIC CLERK.....	2	15,672
0406	CLINIC CLERK.....	3	14,928
0406	CLINIC CLERK.....	1	14,208
	SCHEDULE SALARY ADJUSTMENTS.....		3,104
	ACTIVITY TOTAL.....	34	714,721
		34	714,721
	LESS TURNOVER.....		200,388
	TOTAL.....		\$ 514,335

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
UPTOWN NEIGHBORHOOD HEALTH CENTER**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,679,124	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	15,659	
	.070 FRINGE BENEFITS.....	594,099	
	.097 UNIFORM ALLOWANCE-NURSES.....	5,700	
*5000.000	FOR PERSONAL SERVICES.....	2,294,582	
	.130 POSTAGE AND POSTAL CHARGES.....	225	
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....	355	
	.150 PUBLICATIONS.....	1,125	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	11,450	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	14,553	
	.169 TECHNICAL MEETING COSTS.....	300	
	.186 TELEPHONE.....	21,690	
*5000.100	FOR CONTRACTUAL SERVICES.....	49,898	
	.340 MATERIAL AND SUPPLIES.....	5,980	
	DRUGS, MEDICAL AND CHEMICAL MATERIALS		
	.342 AND SUPPLIES.....	218,075	
	.343 X-RAY SUPPLIES.....	9,825	
	.350 STATIONERY AND OFFICE SUPPLIES.....	8,571	
*5000.300	FOR COMMODITIES.....	242,451	
	.424 FURNITURE AND FURNISHINGS.....	875	
	.445 TECHNICAL AND SCIENTIFIC EQUIPMENT.....	3,100	
*5000.400	FOR EQUIPMENT.....	3,875	
	.940 LESS MISCELLANEOUS REVENUE.....	294,000	
*5000.900	FOR SPECIFIC PURPOSES-FINANCIAL.....	294,000	
*ORGANIZATION TOTAL.....		\$ 2,296,706	

Positions and Salaries

Code	Positions	No.	Rate
UPTOWN NEIGHBORHOOD HEALTH CENTER-5000			
3754	PUBLIC HEALTH NURSE IV.....	1	\$ 24,180
3753	PUBLIC HEALTH NURSE III.....	1	37,596
3751	PUBLIC HEALTH NURSE I.....	1	32,460
3750	CLINIC NURSE.....	1	30,888
3750	CLINIC NURSE.....	4	29,412
3750	CLINIC NURSE.....	3	27,996
3750	CLINIC NURSE.....	2	26,676
3750	CLINIC NURSE.....	2	23,028
3750	CLINIC NURSE.....	1	21,924
3741	COMMUNITY HEALTH ASSISTANT II.....	1	14,208
3613	LICENSED PRACTICAL NURSE.....	1	17,292
3613	LICENSED PRACTICAL NURSE.....	728H	7,10H
3611	NURSES AIDE.....	2	14,928
3611	NURSES AIDE.....	2	14,208
3611	NURSES AIDE.....	1	13,536
3582	PUBLIC HEALTH SOCIAL WORKER III.....	1	32,580
3570	MEDICAL INTERVIEWER.....	1	18,312
3570	MEDICAL INTERVIEWER.....	3	17,292
3570	MEDICAL INTERVIEWER.....	1	16,452
3570	MEDICAL INTERVIEWER.....	1	15,672
3473	NEIGHBORHOOD HEALTH CENTER		
	ADMINISTRATOR II.....	1	42,660
3419	HEALTH EDUCATOR I.....	1	17,292
3411	PUBLIC HEALTH NUTRITIONIST II.....	1	23,136
3369	PHYSICIAN SPECIALIST.....	1,820H	35,38H
3369	PHYSICIAN SPECIALIST.....	1,092H	32,38H
3369	PHYSICIAN SPECIALIST.....	1,820H	31,38H
3363	PHYSICIAN.....	2,184H	32,38H
3363	PHYSICIAN.....	4,914H	31,38H
3363	PHYSICIAN.....	4,732H	30,38H
3213	DENTAL ASSISTANT.....	2	16,452
3203	DENTIST.....	1,820H	23,34H
3178	MICROBIOLOGIST III.....	1	32,580
3169	MEDICAL X-RAY TECHNICIAN II.....	1	24,300

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HEALTH - CONTINUED
UPTOWN NEIGHBORHOOD HEALTH CENTER - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
UPTOWN NEIGHBORHOOD HEALTH CENTER-5000 - CONTINUED			
3163	X-RAY TECHNICIAN.....	1	18,312
3137	CARDIOPULMONARY TECHNOLOGIST II.....	1	17,292
3130	LABORATORY TECHNICIAN III.....	1	22,032
3130	LABORATORY TECHNICIAN III.....	1	20,988
3129	LABORATORY TECHNICIAN II.....	1	13,536
3118	PHARMACY HELPER.....	1	16,452
3118	PHARMACY HELPER.....	1	14,208
3117	PHARMACIST.....	3	32,580
1852	SUPERVISOR OF INVENTORY CONTROL II.....	1	28,152
1813	SENIOR STOREKEEPER.....	1	14,928
1805	STOCKHANDLER.....	1	14,208
1747	PROGRAM SPECIALIST III.....	1	34,200
1745	PROGRAM SPECIALIST I.....	1	24,300
0903	AUDIO-VISION TESTER.....	1	18,132
0846	MEDICAL STENOGRAPHER.....	1	16,452
0826	PRINCIPAL TYPIST.....	1	15,672
0669	REMOTE TERMINAL OPERATOR.....	1	14,928
0669	REMOTE TERMINAL OPERATOR.....	1	14,208
0669	REMOTE TERMINAL OPERATOR.....	3	13,536
0669	REMOTE TERMINAL OPERATOR.....	1	12,924
0550	MEDICAL RECORDS TECHNICIAN.....	2	18,132
0421	PRINCIPAL CLERK.....	1	20,988
0421	PRINCIPAL CLERK.....	1	19,008
0406	CLINIC CLERK.....	1	17,292
0406	CLINIC CLERK.....	4	14,928
0406	CLINIC CLERK.....	8	14,208
0406	CLINIC CLERK.....	3	11,220
0403	SENIOR CLERK.....	1	17,292
0403	SENIOR CLERK.....	1	16,452
0403	SENIOR CLERK.....	1	14,928
0403	SENIOR CLERK.....	1	14,208
0302	ADMINISTRATIVE ASSISTANT II.....	1	18,132
0302	ADMINISTRATIVE ASSISTANT II.....	1	16,452
0205	CASHIER.....	1	13,536
	SCHEDULE SALARY ADJUSTMENTS.....		15,659
	ACTIVITY TOTAL.....	88	2,328,871
		88	2,328,871
	LESS TURNOVER.....		834,088
	TOTAL.....		\$ 1,694,783

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HEALTH
CLAUDE W B HOLMAN NEIGHBORHOOD HEALTH CENTER**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,041,884	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	6,172	
	.070 FRINGE BENEFITS.....	367,399	
	.097 UNIFORM ALLOWANCE-NURSES.....	4,700	
*5100.000	FOR PERSONAL SERVICES.....	1,420,155	
	.126 OFFICE CONVENIENCES.....	113	
	.130 POSTAGE AND POSTAL CHARGES.....	40	
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....	34,498	
	.150 PUBLICATIONS.....	750	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	3,717	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	7,143	
	.186 TELEPHONE.....	12,654	
*5100.100	FOR CONTRACTUAL SERVICES.....	58,915	
	.340 MATERIAL AND SUPPLIES.....	3,811	
	DRUGS, MEDICAL AND CHEMICAL MATERIALS		
	.342 AND SUPPLIES.....	118,825	
	.343 X-RAY SUPPLIES.....	6,825	
	.350 STATIONERY AND OFFICE SUPPLIES.....	5,585	
*5100.300	FOR COMMODITIES.....	135,048	
	.422 OFFICE MACHINES.....	1,600	
	.424 FURNITURE AND FURNISHINGS.....	220	
	.445 TECHNICAL AND SCIENTIFIC EQUIPMENT.....	3,100	
*5100.400	FOR EQUIPMENT.....	4,920	
	.940 LESS MISCELLANEOUS REVENUE.....	147,000	
*5100.900	FOR SPECIFIC PURPOSES-FINANCIAL.....	147,000	
*ORGANIZATION TOTAL.....		\$ 1,472,038	

Positions and Salaries

Code	Positions	No.	Rate
CLAUDE W B HOLMAN NEIGHBORHOOD HEALTH CENTER-5100			
4224	MAINTENANCE AIDE II.....	1	\$ 19,008
3782	NURSE CLINICIAN.....	1	34,080
3754	PUBLIC HEALTH NURSE IV.....	1	39,468
3752	PUBLIC HEALTH NURSE II.....	1	32,460
3751	PUBLIC HEALTH NURSE I.....	2	32,460
3751	PUBLIC HEALTH NURSE I.....	1	23,028
3750	CLINIC NURSE.....	1	30,888
3750	CLINIC NURSE.....	1	26,676
3750	CLINIC NURSE.....	1	23,028
3750	CLINIC NURSE.....	1	19,872
3743	PUBLIC HEALTH AIDE.....	1	18,312
3743	PUBLIC HEALTH AIDE.....	2	17,292
3613	LICENSED PRACTICAL NURSE.....	1	20,988
3613	LICENSED PRACTICAL NURSE.....	3	19,008
3613	LICENSED PRACTICAL NURSE.....	1	17,292
3611	NURSES AIDE.....	1	17,292
3611	NURSES AIDE.....	1	14,928
3611	NURSES AIDE.....	1	11,784
3611	NURSES AIDE.....	1	11,220
3574	SOCIAL WORK ASSISTANT.....	1	22,032
3570	MEDICAL INTERVIEWER.....	2	17,292
3570	MEDICAL INTERVIEWER.....	2	14,928
3480	NEIGHBORHOOD HEALTH CENTER ADMINISTRATOR I.....	1	35,808
3232	SUPERVISING DENTIST.....	1,820H	23,34H
3363	PHYSICIAN.....	1,820H	32,88H
3363	PHYSICIAN.....	3,640H	31,38H
3363	PHYSICIAN.....	1,092H	29,38H
3213	DENTAL ASSISTANT.....	1	16,452
3210	DENTAL HYGIENIST.....	1	23,136
3203	DENTIST.....	3,640H	21,84H
3169	MEDICAL X-RAY TECHNICIAN II.....	1	28,152
3169	MEDICAL X-RAY TECHNICIAN II.....	1	26,784

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HEALTH - CONTINUED
CLAUDE W B HOLMAN NEIGHBORHOOD HEALTH CENTER - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No</u>	<u>Rate</u>
CLAUDE W B HOLMAN NEIGHBORHOOD			
HEALTH CENTER-5100 - CONTINUED			
3130	LABORATORY TECHNICIAN III.....	1	22,032
3129	LABORATORY TECHNICIAN II.....	2	13,536
3118	PHARMACY HELPER.....	1	18,132
3117	PHARMACIST.....	1	32,580
3117	PHARMACIST.....	1	25,536
1805	STOCKHANDLER.....	1	11,784
0903	AUDIO-VISION TESTER.....	1	18,132
0669	REMOTE TERMINAL OPERATOR.....	1	17,292
0669	REMOTE TERMINAL OPERATOR.....	2	13,536
0550	MEDICAL RECORDS TECHNICIAN.....	1	17,292
0406	CLINIC CLERK.....	2	16,452
0406	CLINIC CLERK.....	1	15,672
0406	CLINIC CLERK.....	4	14,928
0406	CLINIC CLERK.....	2	14,208
0403	SENIOR CLERK.....	1	17,292
0302	ADMINISTRATIVE ASSISTANT II.....	1	17,292
	SCHEDULE SALARY ADJUSTMENTS.....		6,172
	ACTIVITY TOTAL.....	58	1,488,185
		58	1,488,185
	LESS TURNOVER.....		408,109
	TOTAL.....		\$ 1,048,056

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**COMMISSION ON HUMAN RELATIONS
YOUTH GANG ABATEMENT/HUMAN RELATIONS PROGRAM**

Code		Amounts	
		Appropriated	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	115,879
	.015 SCHEDULE SALARY ADJUSTMENTS.....		1,645
	.070 FRINGE BENEFITS.....		41,376
*5300.000	FOR PERSONAL SERVICES.....		158,900
	.128 FEES AND SERVICES.....		188
	.130 POSTAGE AND POSTAL CHARGES.....		2,000
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....		2,148
	.150 PUBLICATIONS.....		450
	.155 RENTAL OF PROPERTY.....		30,319
	.157 RENTAL OF EQUIPMENT AND SERVICES.....		9,000
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		2,112
	.166 SUBSCRIPTIONS AND DUES.....		1,000
	.169 TECHNICAL MEETING COSTS.....		1,200
	.186 TELEPHONE.....		1,500
*5300.100	FOR CONTRACTUAL SERVICES.....		49,917
	.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....		800
	.245 REIMBURSEMENT TO TRAVELERS.....		2,400
	.270 LOCAL TRANSPORTATION.....		800
*5300.200	FOR TRAVEL.....		4,000
	.320 GASOLINE.....		100
	.330 FOOD.....		1,000
	.345 APPARATUS AND INSTRUMENTS.....		75
	.348 BOOKS AND RELATED MATERIALS.....		500
	.350 STATIONERY AND OFFICE SUPPLIES.....		3,500
*5300.300	FOR COMMODITIES.....		5,175
	.423 COMMUNICATION DEVICES.....		10,877
	.424 FURNITURE AND FURNISHINGS.....		1,750
*5300.400	FOR EQUIPMENT.....		12,827
*ORGANIZATION TOTAL.....		\$	230,819

Positions and Salaries

Code	Positions	No.	Rate
YOUTH GANG ABATEMENT/HUMAN RELATIONS PROGRAM-5300			
3856	COMMUNITY LIAISON.....	1	\$ 32,580
3013	HUMAN RELATIONS OFFICER III.....	1	22,032
3009	HUMAN RELATIONS OFFICER I.....	1	19,008
3009	HUMAN RELATIONS OFFICER I.....	1	18,132
3008	HUMAN RELATIONS OFFICER II.....	1	24,300
1305	PERSONNEL AIDE.....	1	14,928
0308	STAFF ASSISTANT.....	1	22,032
	SCHEDULE SALARY ADJUSTMENTS.....		1,645
	ACTIVITY TOTAL.....	7	154,857
		7	154,857
	LESS TURNOVER.....		37,133
	TOTAL.....		\$ 117,824

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT ON AGING AND DISABILITY
ADMINISTRATION**

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 92,643
	.015 SCHEDULE SALARY ADJUSTMENTS.....	1,361
	.070 FRINGE BENEFITS.....	32,901
*5400.000	FOR PERSONAL SERVICES.....	126,905
	.125 OFFICE AND BUILDING SERVICES.....	248
	.126 OFFICE CONVENIENCES.....	75
	.130 POSTAGE AND POSTAL CHARGES.....	431
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	5,276
	.150 PUBLICATIONS.....	1,500
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	975
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	225
	.166 SUBSCRIPTIONS AND DUES.....	94
	.169 TECHNICAL MEETING COSTS.....	331
	TRANSPORTATION CHARGES	
	.175 (EXCLUSIVE OF TRAVEL).....	83
	MAINTENANCE AND OPERATION-CITY OWNED	
	.176 VEHICLES.....	162
	.186 TELEPHONE.....	750
*5400.100	FOR CONTRACTUAL SERVICES.....	10,150
	.245 REIMBURSEMENT TO TRAVELERS.....	382
	.270 LOCAL TRANSPORTATION.....	635
*5400.200	FOR TRAVEL.....	1,017
	.320 GASOLINE.....	157
	.348 BOOKS AND RELATED MATERIALS.....	68
	.350 STATIONERY AND OFFICE SUPPLIES.....	225
*5400.300	FOR COMMODITIES.....	450
	.424 FURNITURE AND FURNISHINGS.....	113
*5400.400	FOR EQUIPMENT.....	113
	*ORGANIZATION TOTAL.....	\$ 138,835

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ADMINISTRATION-5400			
3036	ELDERLY AIDE II.....	1	\$ 14,928
3031	SPECIALIST IN AGING/DISABILITY II.....	1	29,544
3030	SPECIALIST IN AGING/DISABILITY I.....	1	17,292
0797	RECEPTIONIST.....	1	12,360
0797	RECEPTIONIST.....	1	11,784
0797	RECEPTIONIST.....	1	11,220
0415	INQUIRY AIDE III.....	1	17,292
0190	ACCOUNTING TECHNICIAN II.....	1	19,992
	SCHEDULE SALARY ADJUSTMENTS.....		1,361
	ACTIVITY TOTAL.....	8	135,773
		8	135,773
	LESS TURNOVER.....		41,789
	TOTAL.....		\$ 94,004

395-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT ON AGING AND DISABILITY
SECTION 504 COMPLIANCE**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 17,582
.070 FRINGE BENEFITS.....	6,153
*5410.000 FOR PERSONAL SERVICES.....	23,735
.150 PUBLICATIONS.....	488
.157 RENTAL OF EQUIPMENT AND SERVICES.....	413
*5410.100 FOR CONTRACTUAL SERVICES.....	801
*ORGANIZATION TOTAL.....	\$ 24,836

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
SECTION 504 COMPLIANCE-5410			
3030	SPECIALIST IN AGING/DISABILITY I.....	1	\$ 23,136
	SCHEDULE SALARY ADJUSTMENTS.....	1	23,136
	ACTIVITY TOTAL.....	1	23,136
		1	23,138
	LESS TURNOVER.....		5,554
	TOTAL.....		\$ 17,582

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT ON AGING AND DISABILITY
SUPPORTIVE SERVICES FOR ELDERLY AND DISABLED**

<u>Code</u>		<u>Amounts</u>	
		<u>Appropriated</u>	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	227,779
	.015 SCHEDULE SALARY ADJUSTMENTS.....		2,620
	.070 FRINGE BENEFITS.....		80,820
*5420.000	FOR PERSONAL SERVICES.....		311,219
	.125 OFFICE AND BUILDING SERVICES.....		180
	.126 OFFICE CONVENIENCES.....		100
	.130 POSTAGE AND POSTAL CHARGES.....		603
	OTHER PROFESSIONAL AND TECHNICAL		
	.149 SERVICES.....		694
	.150 PUBLICATIONS.....		8,678
	.157 RENTAL OF EQUIPMENT AND SERVICES.....		1,795
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		3,000
	.166 SUBSCRIPTIONS AND DUES.....		100
	.169 TECHNICAL MEETING COSTS.....		1,000
	TRANSPORTATION CHARGES		
	.175 (EXCLUSIVE OF TRAVEL).....		2,318
	MAINTENANCE AND OPERATION-CITY OWNED		
	.176 VEHICLES.....		198
	.186 TELEPHONE.....		1,763
*5420.100	FOR CONTRACTUAL SERVICES.....		20,429
	.245 REIMBURSEMENT TO TRAVELERS.....		750
	.270 LOCAL TRANSPORTATION.....		5,000
*5420.200	FOR TRAVEL.....		5,750
	.320 GASOLINE.....		252
	.348 BOOKS AND RELATED MATERIALS.....		153
	.350 STATIONERY AND OFFICE SUPPLIES.....		747
*5420.300	FOR COMMODITIES.....		1,152
	.424 FURNITURE AND FURNISHINGS.....		1,000
*5420.400	FOR EQUIPMENT.....		1,000
	.801 INDIRECT COST.....		65,609
*5420.800	FOR SPECIFIC PURPOSES-GENERAL.....		65,609
	*ORGANIZATION TOTAL.....	\$	405,159

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
SUPPORTIVE SERVICES FOR ELDERLY AND DISABLED-5420			
3828	COMMUNITY REPRESENTATIVE I.....	2	\$ 15,672
3828	COMMUNITY REPRESENTATIVE I.....	1	14,928
3828	COMMUNITY REPRESENTATIVE I.....	1	14,208
3828	COMMUNITY REPRESENTATIVE I.....	1	12,924
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	1	24,300
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	1	19,992
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	2	19,008
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	3	17,292
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	2	16,452
3036	ELDERLY AIDE II.....	1	18,132
0797	RECEPTIONIST.....	2	14,208
0797	RECEPTIONIST.....	1	13,536
	SCHEDULE SALARY ADJUSTMENTS....		2,620
	ACTIVITY TOTAL.....	18	303,196
		18	303,196
	LESS TURNOVER.....		72,797
	TOTAL.....		\$ 230,399

395-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT ON AGING AND DISABILITY
ASSISTANCE TO PERSONS WITH DISABILITIES**

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 117,088
	.015 SCHEDULE SALARY ADJUSTMENTS.....	1,994
	.070 FRINGE BENEFITS.....	42,463
*5800.000	FOR PERSONAL SERVICES.....	161,545
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	314,295
	.150 PUBLICATIONS.....	23,750
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	800
	.169 TECHNICAL MEETING COSTS.....	17,309
	.186 TELEPHONE.....	4,500
*5800.100	FOR CONTRACTUAL SERVICES.....	380,654
	DIRECT PAYMENT TO PRIVATE TRANSPORT	
	.240 AGENCIES.....	2,500
	.270 LOCAL TRANSPORTATION.....	750
*5800.200	FOR TRAVEL.....	3,250
	.350 STATIONERY AND OFFICE SUPPLIES.....	4,250
*5800.300	FOR COMMODITIES.....	4,250
	.422 OFFICE MACHINES.....	1,700
	.424 FURNITURE AND FURNISHINGS.....	2,000
*5800.400	FOR EQUIPMENT.....	3,700
	.801 SEVERE EMERGENCY ALERT.....	36,466
	.806 SPECIAL PROGRAM COSTS.....	50,000
*5800.800	FOR SPECIFIC PURPOSES-GENERAL.....	88,488
	*ORGANIZATION TOTAL.....	\$ 819,865

5601 OPEN KITCHENS, INC.	20,000
5602 ACCESS LIVING	250,000
PROJECT TOTAL.....	270,000

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
ASSISTANCE TO PERSONS WITH DISABILITIES-5600			
3040	ASSISTANT SPECIALIST IN AGING/DISABILITY	3	\$ 16,452
3031	SPECIALIST IN AGING/DISABILITY II.....	1	20,988
3030	SPECIALIST IN AGING/DISABILITY I.....	1	19,992
3030	SPECIALIST IN AGING/DISABILITY I.....	2	18,132
3030	SPECIALIST IN AGING/DISABILITY I.....	2	17,292
0826	PRINCIPAL TYPIST.....	1	14,208
0826	PRINCIPAL TYPIST.....	1	13,536
	SCHEDULE SALARY ADJUSTMENTS.....		1,994
	ACTIVITY TOTAL.....	11	190,922
		11	190,922
	LESS TURNOVER.....		71,840
	TOTAL.....		\$ 119,082

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT ON AGING AND DISABILITY
INDEPENDENT LIVING FOR THE DISABLED AND ELDERLY

Code	Amounts Appropriated
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 732,714
*5700.100 FOR CONTRACTUAL SERVICES.....	732,714
*ORGANIZATION TOTAL.....	\$ 732,714

5701 CHICAGO HOUSING AUTHORITY	21,000
5702 AMERICAN SPANISH INSTITUTE	380,800
5703 ART'S TRANSPORTATION CO., INC.	128,857
5704 SOUTHWEST PARISH	11,657
5705 HELPING CARE SERVICES, INC.	190,400
PROJECT TOTAL.....	732,714

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HUMAN SERVICES
PLANNING AND ADMINISTRATION**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 115,591
.015 SCHEDULE SALARY ADJUSTMENTS.....	2,050
.070 FRINGE BENEFITS.....	41,655
*6000.000 FOR PERSONAL SERVICES.....	159,298
.128 FEES AND SERVICES.....	1,725
.130 POSTAGE AND POSTAL CHARGES.....	750
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	41,630
.150 PUBLICATIONS.....	1,500
.155 RENTAL OF PROPERTY.....	2,500
.169 TECHNICAL MEETING COSTS.....	15,325
*6000.100 FOR CONTRACTUAL SERVICES.....	83,430
.224 AUTOMOBILE ALLOWANCE-MILEAGE BASIS.....	500
.270 LOCAL TRANSPORTATION.....	350
*6000.200 FOR TRAVEL.....	850
.350 STATIONERY AND OFFICE SUPPLIES.....	350
*6000.300 FOR COMMODITIES.....	350
.424 FURNITURE AND FURNISHINGS.....	10,000
*6000.400 FOR EQUIPMENT.....	10,000
.801 INDIRECT COSTS.....	1,119,119
.806 SPECIAL PROGRAM COSTS.....	1,900
*6000.800 FOR SPECIFIC PURPOSES-GENERAL.....	1,121,019
*ORGANIZATION TOTAL.....	\$ 1,354,945

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
PLANNING AND ADMINISTRATION-6000			
2990	GRANTS SPECIALIST.....	1	\$ 29,544
2990	GRANTS SPECIALIST.....	1	24,300
1724	SENIOR RESEARCH ASSISTANT.....	1	22,032
0836	SENIOR TYPIST.....	1	14,208
0421	PRINCIPAL CLERK.....	1	19,008
0120	SUPERVISOR OF ACCOUNTING.....	1	25,536
0190	ACCOUNTING TECHNICIAN II.....	1	18,132
	SCHEDULE SALARY ADJUSTMENTS.....		2,050
	ACTIVITY TOTAL.....	7	154,810
		7	154,810
	LESS TURNOVER.....		37,169
	TOTAL.....		\$ 117,641

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HUMAN SERVICES
HUMAN SERVICE SYSTEM

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 2,657,953
	.015 SCHEDULE SALARY ADJUSTMENTS.....	45,165
	.070 FRINGE BENEFITS.....	947,890
*6100.000	FOR PERSONAL SERVICES.....	3,651,008
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	5,000
*6100.100	FOR CONTRACTUAL SERVICES.....	5,000
	.340 MATERIAL AND SUPPLIES.....	1,000
	.350 STATIONERY AND OFFICE SUPPLIES.....	13,291
*6100.300	FOR COMMODITIES.....	14,281
	.422 OFFICE MACHINES.....	800
	.424 FURNITURE AND FURNISHINGS.....	1,050
*6100.400	FOR EQUIPMENT.....	1,850
*ORGANIZATION TOTAL.....		\$ 3,672,149

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
HUMAN SERVICE SYSTEM-6100			
3988	PROGRAM DEVELOPMENT COORDINATOR.....	1	\$ 35,808
3988	PROGRAM DEVELOPMENT COORDINATOR.....	1	34,200
3988	PROGRAM DEVELOPMENT COORDINATOR.....	2	25,536
3969	SUPERVISOR OF OUTREACH SERVICES.....	1	31,008
3969	SUPERVISOR OF OUTREACH SERVICES.....	4	25,536
3969	SUPERVISOR OF OUTREACH SERVICES.....	2	20,988
3969	SUPERVISOR OF OUTREACH SERVICES.....	2	19,992
3966	COMMUNITY RESOURCE SPECIALIST.....	3	29,544
3966	COMMUNITY RESOURCE SPECIALIST.....	2	28,152
3966	COMMUNITY RESOURCE SPECIALIST.....	5	26,784
4223	CUSTODIAL WORKER.....	7	1,471.50M
3840	HUMAN SERVICE WORKER I.....	6	18,132
3840	HUMAN SERVICE WORKER I.....	1	16,452
3840	HUMAN SERVICE WORKER I.....	6	15,672
3839	HUMAN SERVICE WORKER II.....	1	25,536
3839	HUMAN SERVICE WORKER II.....	4	24,300
3839	HUMAN SERVICE WORKER II.....	1	23,136
3839	HUMAN SERVICE WORKER II.....	4	22,032
3839	HUMAN SERVICE WORKER II.....	1	20,988
3839	HUMAN SERVICE WORKER II.....	3	19,992
3839	HUMAN SERVICE WORKER II.....	1	19,008
3839	HUMAN SERVICE WORKER II.....	2	18,132
3839	HUMAN SERVICE WORKER II.....	4	17,292
3838	HUMAN SERVICE WORKER III.....	3	26,784
3838	HUMAN SERVICE WORKER III.....	4	25,536
3838	HUMAN SERVICE WORKER III.....	9	24,300
3838	HUMAN SERVICE WORKER III.....	4	23,136
3838	HUMAN SERVICE WORKER III.....	3	22,032
3838	HUMAN SERVICE WORKER III.....	1	20,988
3838	HUMAN SERVICE WORKER III.....	1	19,992
3838	HUMAN SERVICE WORKER III.....	6	19,008
3827	HUMAN SERVICE SPECIALIST I.....	1	29,544
3827	HUMAN SERVICE SPECIALIST I.....	2	25,536
3827	HUMAN SERVICE SPECIALIST I.....	1	24,300
3826	HUMAN SERVICE SPECIALIST II.....	1	29,544
3826	HUMAN SERVICE SPECIALIST II.....	1	28,152
3826	HUMAN SERVICE SPECIALIST II.....	3	22,032
3825	HUMAN SERVICES SPECIALIST III.....	3	24,300
3820	OUTPOST DIRECTOR.....	1	34,200
3820	OUTPOST DIRECTOR.....	1	28,152
3818	ASSISTANT DISTRICT MANAGER-HS.....	3	37,428
3818	ASSISTANT DISTRICT MANAGER-HS.....	1	35,808
3818	ASSISTANT DISTRICT MANAGER-HS.....	4	34,200
3818	ASSISTANT DISTRICT MANAGER-HS.....	3	32,580
3818	ASSISTANT DISTRICT MANAGER-HS.....	2	31,008
3818	ASSISTANT DISTRICT MANAGER-HS.....	1	24,300
3025	COORDINATOR OF YOUTH AND FAMILY SERVICES	1	34,200

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HUMAN SERVICES - CONTINUED
HUMAN SERVICE SYSTEM - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
HUMAN SERVICE SYSTEM-6100 - CONTINUED			
3025	COORDINATOR OF YOUTH AND FAMILY SERVICES	1	32,580
3025	COORDINATOR OF YOUTH AND FAMILY SERVICES	1	31,008
3025	COORDINATOR OF YOUTH AND FAMILY SERVICES	6	25,536
3006	UNIT ASSISTANT.....	2	14,928
3006	UNIT ASSISTANT.....	1	14,208
3006	UNIT ASSISTANT.....	1	13,536
1915	RELOCATION REPRESENTATIVE.....	1	25,536
1915	RELOCATION REPRESENTATIVE.....	1	20,988
1915	RELOCATION REPRESENTATIVE.....	1	19,992
1770	PROGRAM COORDINATOR.....	1	25,536
1770	PROGRAM COORDINATOR.....	2	23,136
0836	SENIOR TYPIST.....	1	16,452
0836	SENIOR TYPIST.....	2	15,672
0836	SENIOR TYPIST.....	1	14,208
0826	PRINCIPAL TYPIST.....	1	18,132
0826	PRINCIPAL TYPIST.....	1	16,452
0826	PRINCIPAL TYPIST.....	1	14,928
0805	SECRETARY.....	5	19,008
0805	SECRETARY.....	1	17,292
0805	SECRETARY.....	1	15,672
0421	PRINCIPAL CLERK.....	3	16,452
0403	SENIOR CLERK.....	2	16,452
0403	SENIOR CLERK.....	3	15,672
0403	SENIOR CLERK.....	1	14,928
0403	SENIOR CLERK.....	1	13,536
	SCHEDULE SALARY ADJUSTMENTS.....		<u>45,165</u>
	ACTIVITY TOTAL.....	<u>188</u>	<u>3,834,459</u>
		188	3,834,459
	LESS TURNOVER.....		<u>1,131,341</u>
	TOTAL.....		<u>\$ 2,703,118</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HUMAN SERVICES
EMERGENCY SERVICES**

Code		Amounts
		<u>Appropriated</u>
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,146,167
	.015 SCHEDULE SALARY ADJUSTMENTS.....	18,741
	.070 FRINGE BENEFITS.....	408,117
*6200.000	FOR PERSONAL SERVICES.....	1,573,025
	OTHER PROFESSIONAL AND TECHNICAL	
	.149 SERVICES.....	2,250
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	27,000
	MAINTENANCE AND OPERATION-CITY OWNED	
	.176 VEHICLES.....	28,000
	.186 TELEPHONE.....	15,000
*6200.100	FOR CONTRACTUAL SERVICES.....	72,250
	.320 GASOLINE.....	52,500
*6200.300	FOR COMMODITIES.....	52,500
	.423 COMMUNICATION DEVICES.....	16,000
	.450 VEHICLES.....	48,000
*6200.400	FOR EQUIPMENT.....	64,000
	*ORGANIZATION TOTAL.....	\$ 1,761,775

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
EMERGENCY SERVICES-6200			
7102	DISPATCH CLERK.....	2	\$ 19,008
7102	DISPATCH CLERK.....	1	18,132
7102	DISPATCH CLERK.....	2	17,292
7102	DISPATCH CLERK.....	1	16,452
7102	DISPATCH CLERK.....	1	15,672
7102	DISPATCH CLERK.....	2	14,928
7102	DISPATCH CLERK.....	2	14,208
7102	DISPATCH CLERK.....	2	7,104
3814	ASSISTANT DIRECTOR OF HUMAN SERVICES.....	1	34,200
3529	SUPERVISOR OF COMMUNICATION CENTER.....	1	23,136
3529	SUPERVISOR OF COMMUNICATION CENTER.....	1	19,008
2939	COMMUNITY INTERVENTION WORKER I.....	2	25,536
2939	COMMUNITY INTERVENTION WORKER I.....	11	24,300
2939	COMMUNITY INTERVENTION WORKER I.....	8	23,136
2939	COMMUNITY INTERVENTION WORKER I.....	1	22,032
2939	COMMUNITY INTERVENTION WORKER I.....	2	19,992
2939	COMMUNITY INTERVENTION WORKER I.....	19	19,008
2939	COMMUNITY INTERVENTION WORKER I.....	4	18,132
2912	AREA MANAGER-EMERGENCY SERVICES.....	1	32,580
2912	AREA MANAGER-EMERGENCY SERVICES.....	1	31,008
2912	AREA MANAGER-EMERGENCY SERVICES.....	1	25,536
2908	SHIFT COORDINATOR.....	1	29,544
2908	SHIFT COORDINATOR.....	1	28,152
2908	SHIFT COORDINATOR.....	1	24,300
2908	SHIFT COORDINATOR.....	1	23,136
2907	COORDINATOR OF EMERGENCY SHELTER SERVICES.....	1	25,536
0826	PRINCIPAL TYPIST.....	1	15,672
0421	PRINCIPAL CLERK.....	1	19,008
0403	SENIOR CLERK.....	2	13,536
0302	ADMINISTRATIVE ASSISTANT II.....	1	17,292
	SCHEDULE SALARY ADJUSTMENTS.....		18,741
	ACTIVITY TOTAL.....	76	1,603,173
		76	1,803,173
	LESS TURNOVER.....		438,265
	TOTAL.....		\$ 1,164,908

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF HUMAN SERVICES
FAMILY AND YOUTH SERVICES

Code		Amounts Appropriated
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 1,164,005
*6300.100	FOR CONTRACTUAL SERVICES.....	1,164,005
	*ORGANIZATION TOTAL.....	\$ 1,164,005

6301	YOUTH GUIDANCE	144,500
6302	UNITED CHARITIES	80,000
6303	ALBANY PARK COMMUNITY CENTER, INC.	65,000
6304	HOWARD AREA COMMUNITY CENTER	37,000
6305	GATEWAY HOUSE FOUNDATION, INC.	17,250
6306	CENTRAL BAPTIST FAMILY SERV/FAMILY COUN.	20,000
6307	ALTERNATIVE SCHOOLS NETWORK	95,070
6308	AUSTIN PEOPLE ACTION CENTER	12,717
6309	BACK OF THE YARDS NEIGHBORHOOD COUNCIL	20,500
6310	BEHAVIOR RESEARCH AND ACTION IN SOC. SCI.	26,000
6311	CATHOLIC CHARITIES OF CHICAGO	23,000
6312	LAKEVIEW MENTAL HEALTH COUNCIL	18,000
6313	LEARNING NETWORK	68,000
6314	MUJERES LATINAS EN ACCION	23,000
6315	SAFER FOUNDATION:DARE,CABRINI,CHALL	148,093
6316	SAFER FOUNDATION:TROUBLED ADOLESCENT	34,000
6317	YWCA OF METROPOLITAN CHICAGO	30,000
6318	YOUTH SERVICE PROJECT, INC.	19,000
6319	ST JOSEPH'S HOSPITAL:PSYCHIATRY	48,000
6320	UPTOWN HULL HOUSE	16,875
6321	LOUIS L. VALENTINE BOYS & GIRLS CLUB	30,000
6322	ST. MARY OF NAZARETH	50,000
6323	PROJECT BETTER CHANCE	53,000
6324	B.E.WRIGHT COMP MENTAL HEALTH	45,000
6325	SOUTHERN SCHOOL	20,000
6326	ASIAN HUMAN SERVICES	20,000
	PROJECT TOTAL.....	1,164,005

TITLE XX DAY CARE MATCH

Code		Amounts Appropriated
.807	TITLE XX MATCH.....	\$ 3,150,000
*6500.800	FOR SPECIFIC PURPOSES-GENERAL.....	3,150,000
	*ORGANIZATION TOTAL.....	\$ 3,150,000

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF HUMAN SERVICES
EMERGENCY FOOD PROGRAM**

Code	Amounts <u>Appropriated</u>
.806 SPECIAL PROGRAM COSTS.....	\$ 1,739,999
*6600.800 FOR SPECIFIC PURPOSES-GENERAL.....	1,739,999
*ORGANIZATION TOTAL.....	\$ 1,739,999
 6601 GREATER CHICAGO FOOD DEPOSITORY	 1,739,999
PROJECT TOTAL.....	1,739,999

EMERGENCY SHELTER/BATTERED WOMEN'S PROGRAM

Code	Amounts <u>Appropriated</u>
.806 SPECIAL PROGRAMS COSTS.....	\$ 225,750
*6700.800 FOR SPECIFIC PURPOSES-GENERAL.....	225,750
*ORGANIZATION TOTAL.....	\$ 225,750
 6701 HUMAN RESOURCES DEVELOPMENT INSTITUTE	 160,750
6702 GOSPEL BROTHERS REGIONAL (PORT)	65,000
PROJECT TOTAL.....	225,750

YOUTH CRIME PREVENTION

Code	Amounts <u>Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 1,753,000
*6800.100 FOR CONTRACTUAL SERVICES.....	1,753,000
*ORGANIZATION TOTAL.....	\$ 1,753,000

6801 STATE'S ATTORNEY	75,000
6802 ACADEMY OF SCHOLASTIC ACHIEVEMENT	21,250
6803 ALTERNATIVE SCHOOLS NETWORK	15,800
6804 ASSOCIATION HOUSE OF CHICAGO	53,158
6805 AUSTIN DEVELOPMENTAL CENTER	20,271
6806 B.U.I.L.D. INC.	33,180
6807 BOBBY E. WRIGHT COMPREHENSIVE CMHC, INC.	32,521
6808 CATHOLIC CHARITIES	15,000
6809 CENTER FOR NEW HORIZONS	25,260
6810 CENTRO UNIDAN LATINO	16,320
6811 CHICAGO YOUTH CENTERS CENTRO NUESTRO	22,000
6812 CHRIST UNITED METHODIST CHURCH	15,361
6813 CHRISTOPHER HOUSE	18,338
6814 CHICAGO YOUTH CENTERS	
ALTGELD MURRAY COMMUNITY CENTER	30,713
6815 CHICAGO YOUTH CENTERS	
ELLIOT DONNELLEY YOUTH CENTER	66,500
6816 CHICAGO YOUTH CENTERS AND BBR YOUTH CENTER	21,771
6817 LOGAN STREET-YMCA	46,303
6818 EL HOGAR DEL NINO	32,000

395-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

YOUTH CRIME PREVENTION - CONTINUED

Code		Amounts
		<u>Appropriated</u>
6819	CHICAGO YOUTH CENTERS FELLOWSHIP HOUSE	11,938
6820	FIRMAN COMMUNITY SERVICES	31,988
6821	GAOS HILL CENTER	15,852
6822	GREATER GRAND CROSSING ORGAINZING COMMITTEE	7,500
6823	JANE ADAMS HULL HOUSE	10,688
6824	KENWOOD OAKLAND COMMUNITY ORGANIZATION	22,950
6825	LAKE VIEW ACADEMY	10,500
6826	LATINO YOUTH INC.	31,515
6827	CYC LOWER NORTH CENTER	17,063
6828	MARCY-NEWBERRY ASSOCIATION	44,500
6829	MARK X CITIZEN BAND RADIO PATROL	8,514
6830	MID-AUSTIN STEERING COMMITTEE	13,650
6831	NEAR NORTH DEVELOPMENT CORPORATION	11,509
6832	NETWORK FOR YOUTH SERVICES	19,000
6833	NEW CITY YMCA METROPOLITAN CHICAGO	24,000
6834	NORTH AVENUE DAY NURSERY	9,750
6835	PRO UN BARRIO MEJOR	21,250
6836	ROSELAND INSTITUTE OF POSITIVE DEVELOPMENT	18,338
6837	SAFER FOUNDATION	46,705
6838	SOUTH CENTRAL COMMUNITY SERVICES, INC.	34,290
6839	ST. BARNABAS URBAN CENTER, INC.	9,113
6840	THE BLUE GARGOYLE YOUTH SERVICE CENTER	14,504
6841	WEST SIDE PEOPLE FOR PROGRESS	39,000
6842	YMCA 111TH STREET	24,332
6843	YMCA SOUTH SHORE	25,347
6844	YMCA WASHINGTON PARK	19,000
6845	YOUTH SERVICE COMMUNITY OF THE WESTSIDE	35,636
6846	YWCA HARRIS	23,205
6847	CHICAGO B & G CL. MARSHALL SQ	12,500
6848	COMMUNITY ALLIANCE OF MET CHICAGO	25,000
6849	ENGLEWOOD COMMUNITY SERV CENTER	50,000
6850	ENGLEWOOD GRASSROOT COMMUNITY ORGANIZATION	5,000
6851	HROI	35,000
6852	MEXICAN COMMUNITY	71,600
6853	YMCA - SEARS	35,000
6854	SULLIVAN HOUSE	25,000
6855	DHS SUBCONTRACTORS GRAFFITI REMOVAL	38,337
6856	PARISH CO-OP IN SOUTH CHICAGO	30,000
6857	PEOPLE RENEWED IN DETERMINATION AND EFFORT	25,000
6858	LAKE REGION HISPANIC TEEN LIFE SERVICE	25,000
6859	BENJI WILSON FOUNDATION	25,000
6860	COMM. HUMAN SERVICES	22,388
6861	LASALLE STREET CYCLE	22,500
6862	PROLOGUE	15,000
6863	WEST SIDE BOOSTERS	5,000
6864	JESSEWHITE TUMBLING TEAM	14,523
6865	MUJERES LATINAS EN ACCION	26,371
6866	NEW WEST SIDE COMMUNITY	11,250
6867	TRUMBULL PARK	20,775
6868	YOUTH SERVICES PROJECT	30,373
6869	DEMICO YOUTH	20,000
	PROJECT TOTAL.....	<u>1,753,000</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF POLICE
BEAT REPRESENTATIVE PROGRAM**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 881,402
.015 SCHEDULE SALARY ADJUSTMENTS.....	10,117
.070 FRINGE BENEFITS.....	313,188
*7000.000 FOR PERSONAL SERVICES.....	1,204,707
.130 POSTAGE AND POSTAL CHARGES.....	6,162
.155 RENTAL OF PROPERTY.....	79,380
.157 RENTAL OF EQUIPMENT AND SERVICES.....	6,244
.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	900
.169 TECHNICAL MEETING COSTS.....	5,625
.172 INSURANCE PREMIUMS.....	2,250
HEAT, LIGHT, AND POWER (PUBLIC)	
.182 AND RELATED SERVICES.....	24,521
.186 TELEPHONE.....	25,200
*7000.100 FOR CONTRACTUAL SERVICES.....	150,282
.270 LOCAL TRANSPORTATION.....	156
*7000.200 FOR TRAVEL.....	156
.350 STATIONERY AND OFFICE SUPPLIES.....	3,021
.360 REPAIR PARTS AND MATERIALS.....	2,753
*7000.300 FOR COMMODITIES.....	5,774
*ORGANIZATION TOTAL.....	\$ 1,380,819

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>Nc.</u>	<u>Rate</u>
BEAT REPRESENTATIVE PROGRAM-7000			
2978	PROGRAM DIRECTOR OF BEAT REPRESENTATIVE PROGRAM.....	1	\$ 50,880
2979	ASSISTANT PROGRAM DIRECTOR OF BEAT REPRESENTATIVE PROGRAM.....	1	44,580
2979	ASSISTANT PROGRAM DIRECTOR OF BEAT REPRESENTATIVE PROGRAM.....	1	42,660
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	32,580
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	2	31,008
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	7	28,152
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	26,784
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	25,536
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	24,300
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	23,136
9240	DISTRICT COORDINATOR-BEAT REPRESENTATIVE PROGRAM.....	1	22,032

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF POLICE - CONTINUED
BEAT REPRESENTATIVE PROGRAM - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
BEAT REPRESENTATIVE PROGRAM-7000 - CONTINUED			
3401	PROGRAM PLANNER.....	1	37,428
1761	EVALUATION SPECIALIST I.....	1	26,784
1761	EVALUATION SPECIALIST I.....	2	25,536
1730	PROGRAM ANALYST.....	1	31,008
0825	PRINCIPAL STENOGRAPHER.....	2	18,312
0825	PRINCIPAL STENOGRAPHER.....	13	17,292
0825	PRINCIPAL STENOGRAPHER.....	1	16,452
0825	PRINCIPAL STENOGRAPHER.....	1	14,208
0825	PRINCIPAL STENOGRAPHER.....	4	13,536
1741	SUPERVISOR OF PROGRAM SERVICES.....	1	32,580
0403	SENIOR CLERK.....	1	14,928
0403	SENIOR CLERK.....	2	14,208
0403	SENIOR CLERK.....	1	13,536
0103	ACCOUNTANT III.....	1	29,544
	SCHEDULE SALARY ADJUSTMENTS.....		10,117
	ACTIVITY TOTAL.....	<u>50</u>	<u>1,173,205</u>
		50	1,173,205
	LESS TURNOVER.....		<u>281,686</u>
	TOTAL.....		<u>\$ 891,519</u>

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF POLICE
PUBLIC HOUSING SECURITY

Code		Amounts
		<u>Appropriated</u>
*7150.000	FOR PERSONAL SERVICES.....	2,250,000
	*ORGANIZATION TOTAL.....	<u>\$ 2,250,000</u>

395-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF INSPECTIONAL SERVICES
CODE ENFORCEMENT**

<u>Code</u>		<u>Amounts</u>	
		<u>Appropriated</u>	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 1,132,111	
	.015 SCHEDULE SALARY ADJUSTMENTS.....	10,095	
	.020 OVERTIME.....	1,200	
	.070 FRINGE BENEFITS.....	399,915	
*7200.000	FOR PERSONAL SERVICES.....	1,543,321	
	.130 POSTAGE AND POSTAL CHARGES.....	1,125	
	.157 RENTAL OF EQUIPMENT AND SERVICES.....	2,900	
	.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	500	
	.166 SUBSCRIPTIONS AND DUES.....	50	
	.186 TELEPHONE.....	560	
*7200.100	FOR CONTRACTUAL SERVICES.....	5,135	
	.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....	24,100	
	.270 LOCAL TRANSPORTATION.....		
*7200.200	FOR TRAVEL.....	24,100	
	.350 STATIONERY AND OFFICE SUPPLIES.....	3,600	
*7200.300	FOR COMMODITIES.....	3,600	
	*ORGANIZATION TOTAL.....	\$ 1,578,158	

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CODE ENFORCEMENT-7200			
5463	ARCHITECTURAL TECHNICIAN IV.....	1	\$ 31,008
3092	PRDGRAM DIRECTOR.....	1	48,696
2174	CONSTRUCTION INSPECTOR.....	1	28,152
2174	CONSTRUCTION INSPECTOR.....	1	23,136
2161	CHIEF CODE ENFORCEMENT OFFICER.....	1	40,812
2159	CODE ENFORCEMENT SUPERVISOR.....	1	37,428
2159	CODE ENFORCEMENT SUPERVISOR.....	2	34,200
2159	CODE ENFORCEMENT SUPERVISOR.....	2	32,580
2159	CODE ENFORCEMENT SUPERVISOR.....	1	24,300
2158	CODE ENFORCEMENT INSPECTOR II.....	2	34,200
2158	CODE ENFORCEMENT INSPECTOR II.....	1	32,580
2158	CODE ENFORCEMENT INSPECTOR II.....	2	31,008
2158	CODE ENFORCEMENT INSPECTOR II.....	3	29,544
2158	CODE ENFORCEMENT INSPECTOR II.....	2	28,152
2158	CODE ENFORCEMENT INSPECTOR II.....	1	25,536
2158	CODE ENFORCEMENT INSPECTOR II.....	1	23,136
2157	CODE ENFORCEMENT INSPECTOR I.....	3	26,784
2157	CODE ENFORCEMENT INSPECTOR I.....	2	25,536
2157	CODE ENFORCEMENT INSPECTOR I.....	2	24,300
2157	CODE ENFORCEMENT INSPECTOR I.....	1	22,032
2157	CODE ENFORCEMENT INSPECTOR I.....	3	20,988
1754	STATISTICAL CLERK.....	1	16,452
0836	SENIOR TYPIST.....	1	12,360
0805	SECRETARY.....	1	19,008
0669	REMOTE TERMINAL OPERATOR.....	1	12,924
0632	DATA CONTROLLER.....	1	17,292
0421	PRINCIPAL CLERK.....	1	22,032
0421	PRINCIPAL CLERK.....	1	16,452
0421	PRINCIPAL CLERK.....	1	13,536
0414	INQUIRY AIDE II.....	1	18,132

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF INSPECTIONAL SERVICES - CONTINUED
CODE ENFORCEMENT - CONTINUED
Positions and Salaries - Continued

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CODE ENFORCEMENT-7200 - CONTINUED			
0413	INQUIRY AIDE I.....	1	17,292
0408	RECORD CLERK.....	1	11,784
0403	SENIOR CLERK.....	1	14,928
0403	SENIOR CLERK.....	1	13,526
0403	SENIOR CLERK.....	1	11,784
0401	JUNIOR CLERK.....	1	14,208
5151	ELECTRICAL INSPECTOR.....	2	3,408.50M
2231	PLUMBING INSPECTOR.....	2	3,230.00M
2184	VENTILATION AND FURNACE INSPECTOR.....	3	3,146.00M
	SCHEDULE SALARY ADJUSTMENTS.....		10,095
	ACTIVITY TOTAL.....	<u>58</u>	<u>1,503,101</u>
		58	1,503,101
	LESS TURNOVER.....		<u>380,895</u>
	TOTAL.....		<u>\$ 1,142,206</u>

DEMOLITION OF HAZARDOUS BUILDINGS

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
*7300.100	FOR CONTRACTUAL SERVICES.....	<u>750,000</u>
	*ORGANIZATION TOTAL.....	<u>\$ 750,000</u>
7301	DEMOLLITION OF HAZARDOUS BUILDINGS	<u>750,000</u>
	PROJECT TOTAL.....	<u>750,000</u>

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF CONSUMER SERVICES
BUSINESS LICENSE ASSISTANCE PROGRAM**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 125,685
.015 SCHEDULE SALARY ADJUSTMENTS.....	955
.070 FRINGE BENEFITS.....	<u>44,932</u>
*7400.000 FOR PERSONAL SERVICES.....	171,572
.130 POSTAGE AND POSTAL CHARGES.....	<u>1,613</u>
*7400.100 FOR CONTRACTUAL SERVICES.....	1,613
.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....	<u>1,463</u>
*7400.200 FOR TRAVEL.....	1,463
INDIRECT COST.....	
 *ORGANIZATION TOTAL.....	 <u>\$ 174,648</u>

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
BUSINESS LICENSE ASSISTANCE PROGRAM			
1245	DIRECTOR OF LICENSE COORDINATION.....	1	\$ 34,200
1233	LICENSING COORDINATOR.....	2	28,152
1233	LICENSING COORDINATOR.....	2	22,032
0303	ADMINISTRATIVE ASSISTANT III.....	1	19,992
0402	CLERK TRAINEE.....	1	5.46H
	SCHEDULE SALARY ADJUSTMENTS.....		<u>955</u>
	ACTIVITY TOTAL.....	<u>7</u>	<u>168,653</u>
		7	168,653
	LESS TURNOVER.....		<u>40,013</u>
	TOTAL.....		<u>\$ 128,640</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF CONSUMER SERVICES
CREDIT COUNSELING CENTER**

Code		Amounts
		<u>Appropriated</u>
.005	SALARIES AND WAGES-ON PAYROLL.....	\$ 197,584
.015	SCHEDULE SALARY ADJUSTMENTS.....	3,842
.070	FRINGE BENEFITS.....	70,742
*7450.000	FOR PERSONAL SERVICES.....	272,188
.130	POSTAGE AND POSTAL CHARGES.....	2,625
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	4,425
.150	PUBLICATIONS.....	1,875
.157	RENTAL OF EQUIPMENT AND SERVICES.....	4,500
.166	SUBSCRIPTIONS AND DUES.....	1,125
*7450.100	FOR CONTRACTUAL SERVICES.....	14,550
.228	AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....	3,000
*7450.200	FOR TRAVEL.....	3,000
.350	STATIONERY AND OFFICE SUPPLIES.....	2,250
*7450.300	FOR COMMODITIES.....	2,250
.422	OFFICE MACHINES.....	11,250
.424	FURNITURE AND FURNISHINGS.....	150
*7450.400	FOR EQUIPMENT.....	11,400
.801	INDIRECT COST.....	40,950
*7450.800	FOR SPECIFIC PURPOSES-GENERAL.....	40,950
*ORGANIZATION TOTAL.....		\$ 344,318

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CREDIT COUNSELING CENTER-7450			
1757	STATISTICAL AIDE.....	1	\$ 15,672
1747	PROGRAM SPECIALIST III.....	1	28,152
0832	WORD PROCESSING OPERATOR II.....	1	16,452
0796	HEAD FINANCIAL COUNSELOR-CS.....	1	32,500
0792	SENIOR FINANCIAL COUNSELOR-CS.....	1	25,536
0792	SENIOR FINANCIAL COUNSELOR-CS.....	1	24,300
0792	SENIOR FINANCIAL COUNSELOR-CS.....	3	22,032
3057	DIRECTOR OF PROGRAM OPERATIONS.....	1	39,084
0303	ADMINISTRATIVE ASSISTANT III.....	1	24,300
	SCHEDULE SALARY ADJUSTMENTS.....		3,842
	ACTIVITY TOTAL.....	11	275,934
		11	275,934
	LESS TURNOVER.....		74,508
	TOTAL.....		\$ 201,428

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF STREETS AND SANITATION
SPECIAL ENVIRONMENTAL SERVICES**

<u>Code</u>		<u>Amounts Appropriated</u>
.005	SALARIES AND WAGES-ON PAYROLL.....	\$ 478,406
.015	SCHEDULE SALARY ADJUSTMENTS.....	
.070	FRINGE BENEFITS.....	167,441
*7500.000	FOR PERSONAL SERVICES.....	845,847
	RENTAL OF EQUIPMENT AND SERVICES-	
.158	CITY OWNED.....	144,000
*7500.100	FOR CONTRACTUAL SERVICES.....	144,000
	*ORGANIZATION TOTAL.....	\$ 789,847

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
SPECIAL ENVIRONMENTAL SERVICES-7500			
8290	DIRECTOR OF ENVIRONMENTAL SERVICES.....	1	\$ 34,200
8291	PROGRAM ANALYST.....	1	34,200
0104	ACCOUNTANT IV.....	1	32,580
7183	MOTOR TRUCK DRIVER.....	5	15.15H
9534	LABORER.....	16	11.46H
	SCHEDULE SALARY ADJUSTMENTS.....		
	ACTIVITY TOTAL.....	24	829,584
		24	829,584
	LESS TURNOVER.....		151,158
	TOTAL.....		\$ 478,406

SUMMER YOUTH CLEAN-UP AND EMPLOYMENT

<u>Code</u>		<u>Amounts Appropriated</u>
*7510.000	FOR PERSONAL SERVICES.....	719,389
*7510.300	FOR COMMODITIES.....	34,287
	*ORGANIZATION TOTAL.....	\$ 753,676

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

DEPARTMENT OF STREETS AND SANITATION
RODENT CONTROL ATTACK FORCE

Code		Amounts	
		<u>Appropriated</u>	
	.005 SALARIES AND WAGES-ON PAYROLL.....	\$	382,323
	.015 SCHEDULE SALARY ADJUSTMENTS.....		4,034
	.070 FRINGE BENEFITS.....		140,102
*7520.000	FOR PERSONAL SERVICES.....		528,458
	.157 RENTAL OF EQUIPMENT AND SERVICES.....		53,350
	RENTAL OF EQUIPMENT AND SERVICES-		
	.158 CITY OWNED.....		153,454
*7520.100	FOR CONTRACTUAL SERVICES.....		208,804
	.228 AUTOMOBILE ALLOWANCE-SCHEDULE RATE.....		3,700
*7520.200	FOR TRAVEL.....		3,700
	.340 MATERIAL AND SUPPLIES.....		20,000
*7520.300	FOR COMMODITIES.....		20,000
	.424 FURNITURE AND FURNISHINGS.....		900
*7520.400	FOR EQUIPMENT.....		900
*ORGANIZATION TOTAL.....		\$	757,883

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
RODENT CONTROL ATTACK FORCE-7520			
8165	DISTRICT SUPERVISOR OF RODENT CONTROL...	2	\$ 24,300
3424	HEALTH EDUCATOR AIDE I.....	2	13,536
3424	HEALTH EDUCATOR AIDE I.....	3	12,924
2971	PROGRAM COORDINATOR OF CITIZENS		
	COMPLAINTS.....	1	28,152
9534	LABORER.....		13.03H
9534	LABORER.....	26	11.46H
7183	MOTOR TRUCK DRIVER.....	6	15.15H
	SCHEDULE SALARY ADJUSTMENTS.....		4,034
	ACTIVITY TOTAL.....	40	939,904
		40	939,904
	LESS TURNOVER.....		553,547
	TOTAL.....		\$ 386,357

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395--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF STREETS AND SANITATION
SPECIAL FORESTRY SERVICES**

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
.005	SALARIES AND WAGES-ON PAYROLL.....	\$ 285,174
.070	FRINGE BENEFITS.....	100,491
*7530.000	FOR PERSONAL SERVICES.....	<u>385,665</u>
.340	MATERIAL AND SUPPLIES.....	675
.360	REPAIR PARTS AND MATERIALS.....	316
*7530.300	FOR COMMODITIES.....	<u>991</u>
.440	MACHINERY AND EQUIPMENT.....	480
*7530.400	FOR EQUIPMENT.....	<u>480</u>
*ORGANIZATION TOTAL.....		<u>\$ 387,138</u>

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
SPECIAL FORESTRY SERVICES-7530			
9530	PARK LABORER.....	2	\$ 8.88H
7973	TREE TRIMMER II.....	3	11.05H
7972	TREE TRIMMER I.....	7	10.35H
7183	MOTOR TRUCK DRIVER.....	4	15.15H
SCHEDULE SALARY ADJUSTMENTS.....			
ACTIVITY TOTAL.....		<u>16</u>	<u>375,278</u>
		16	375,278
LESS TURNOVER.....			<u>80,104</u>
TOTAL.....			<u>\$ 285,174</u>

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**COMMISSION ON HISTORICAL LANDMARKS
CHICAGO HISTORIAL RESOURCES SURVEY**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 71,918
.015 SCHEDULE SALARY ADJUSTMENTS.....	35
.070 FRINGE BENEFITS.....	25,364
*7800.000 FOR PERSONAL SERVICES.....	97,317
.125 OFFICE AND BUILDING SERVICES.....	1,800
.130 POSTAGE AND POSTAL CHARGES.....	540
.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....	900
*7800.100 FOR CONTRACTUAL SERVICES.....	3,240
.320 GASOLINE.....	1,800
.348 BOOKS AND RELATED MATERIALS.....	100
.350 STATIONERY AND OFFICE SUPPLIES.....	1,800
*7800.300 FOR COMMODITIES.....	3,700
*7800.700 FOR CONTINGENCIES.....	900
GRANT MATCH.....	
*ORGANIZATION TOTAL.....	\$ 105,157

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CHICAGO HISTORICAL RESOURCES SURVEY			
1724	SENIOR RESEARCH ASSISTANT.....	1	\$ 18,132
1724	SENIOR RESEARCH ASSISTANT.....	4	17,292
1724	SENIOR RESEARCH ASSISTANT.....	1	16,452
0301	ADMINISTRATIVE ASSISTANT I.....	1	14,208
	SCHEDULE SALARY ADJUSTMENTS.....		35
	ACTIVITY TOTAL.....	7	117,995
		7	117,995
	LESS TURNOVER.....		48,042
	TOTAL.....		\$ 71,953

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF PUBLIC WORKS
CD ADMINISTRATION AND ENVIRONMENTAL REVIEW**

<u>Code</u>	<u>Amounts</u> <u>Appropriated</u>
REIMBURSEMENT FOR SALARIES AND WAGES	
.004 CORPORATE FUND PAYROLL.....	\$
.005 SALARIES AND WAGES-ON PAYROLL.....	98,255
.015 SCHEDULE SALARY ADJUSTMENTS.....	2,621
.070 FRINGE BENEFITS.....	35,537
*8000.000 FOR PERSONAL SERVICES.....	138,413
.152 ADVERTISING.....	2,000
.157 RENTAL OF EQUIPMENT AND SERVICES.....	5,000
.166 SUBSCRIPTIONS AND DUES.....	500
.169 TECHNICAL MEETING COSTS.....	500
*8000.100 FOR CONTRACTUAL SERVICES.....	8,000
.348 BOOKS AND RELATED MATERIALS.....	500
.350 STATIONERY AND OFFICE SUPPLIES.....	1,000
*8000.300 FOR COMMODITIES.....	1,500
.424 FURNITURE AND FURNISHINGS.....	1,000
.445 TECHNICAL AND SCIENTIFIC EQUIPMENT.....	2,500
*8000.400 FOR EQUIPMENT.....	3,500
 *ORGANIZATION TOTAL.....	 \$ 149,413

Positions and Salaries

<u>Code</u>	<u>Positions</u>	<u>No.</u>	<u>Rate</u>
CD ADMINISTRATION AND ENVIRONMENTAL REVIEW-8000			
1454	DIRECTOR OF PROJECT DEVELOPMENT.....	\$	
1404	CITY PLANNER IV.....	1	34,200
1404	CITY PLANNER IV.....	1	32,580
1404	CITY PLANNER IV.....	1	28,152
1401	CITY PLANNER I.....	1	20,988
0301	ADMINISTRATIVE ASSISTANT I.....	1	14,208
	SCHEDULE SALARY ADJUSTMENTS.....		2,621
	ACTIVITY TOTAL.....	5	132,749
		5	132,749
	LESS TURNOVER.....		31,873
	TOTAL.....		\$ 100,876

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF PUBLIC WORKS
EMERGENCY VAULTED SIDEWALK REPAIR**

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
	REIMBURSEMENT FOR SALARIES AND WAGES	
.004	CORPORATE FUND PAYROLL.....	\$ 734,684
*8100.000	FOR PERSONAL SERVICES.....	734,684
	RENTAL OF EQUIPMENT AND SERVICES-	
.158	CITY OWNED.....	335,000
*8100.100	FOR CONTRACTUAL SERVICES.....	335,000
.340	MATERIAL AND SUPPLIES.....	130,316
*8100.300	FOR COMMODITIES.....	130,316
	*ORGANIZATION TOTAL.....	\$ 1,200,000

8101 WESTERN AVENUE/FULLERTON AVENUE/ORLEANS
STREET/CHICAGO NORTHWESTERN RAILROAD
8102 CALIFORNIA AVENUE/ROOSEVELT ROAD/FEDERAL
STREET/PERSHING ROAD
8103 YATES AVENUE/82ND STREET/AVENUE "O"/ROCK
ISLAND RAILROAD

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595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**DEPARTMENT OF PUBLIC WORKS
MODEL BLOCKS AND RESIDENTIAL STREET RESURFACING**

Code		Amounts <u>Appropriated</u>
	REIMBURSEMENT FOR SALARIES AND WAGES	
.004	CORPORATE FUND PAYROLL.....	\$ 146,937
*8200.000	FOR PERSONAL SERVICES.....	148,937
.526	IMPROVEMENTS.....	<u>2,346,584</u>
*8200.500	FOR PERMANENT IMPROVEMENTS.....	2,346,584
	*ORGANIZATION TOTAL.....	<u>\$ 2,493,821</u>

8201 5700 S. ABERDEEN
 8202 6300-6500 S. CARPENTER
 8203 1200-1300 W. 61ST ST.
 8204 2800 S. SAWYER
 8205 2800 S. SPAULDING
 8206 2700 S. DRAKE
 8207 2800 S. DRAKE
 8208 1200-1400 S. FAIRFIELD
 8209 2800 W. PALMER
 8210 2900 W. PALMER
 8211 3400 W. HIRSCH
 8212 3500 W. HIRSCH
 8213 1300-1400 N. CLEVELAND
 8214 1800 N. NEWPORT
 8215 3300 N. HAMILTON
 8216 1300 N. MONTICELLO
 8217 1100 N. CENTRAL PARK
 8218 1200 N. CENTRAL PARK
 8219 400 N. LONG
 8220 500 N. LONG
 8221 600 N. WALLER
 8222 5900 W. SUPERIOR
 8223 10630-10700 S. LAFAYETTE
 8224 10630-10700 S. PERRY
 8225 10630-10700 S. LASALLE
 8226 1300-1400 N. WASHTENAW
 8227 2700-2800 W. EVERGREEN
 8228 500-700 N. HAMLIN
 8229 4400-4700 S. WOODLAWN
 8230 4400-4600 S. LAKE PARK
 8231 6700 S. PAXTON
 8232 7200 S. CONSTANCE
 8233 6100-6200 S. LANGLEY
 8234 800-900 N. LARAMIE
 8235 3800-3900 W. AUGUSTA
 8236 6100-6200 S. EVANS
 8237 6200 S. CHAMPLAIN
 8240 6400-6500 S. CHAMPLAIN
 8241 1200-1400 S. FAIRFIELD
 8242 7200 S. RIDGELAND
 8243 7200-7300 S. BENNETT
 8244 46TH STREET BETWEEN INDIANA & PRAIRIE
 8245 5100-5300 S. INDIANA

695--COMMUNITY DEVELOPMENT-BLOCK GRANT YEAR XII FUND

PRIVATE NOT-FOR-PROFIT FACILITY RENOVATION PROGRAM

Code		Amounts <u>Appropriated</u>
	REIMBURSEMENT FOR SALARIES AND WAGES	
.004	CORPORATE FUND PAYROLL.....	\$ 50,000
*8800.000	FOR PERSONAL SERVICES.....	50,000
.802	REHABILITATION LOANS AND GRANTS.....	1,061,000
*8800.800	FOR SPECIFIC PURPOSES-GENERAL.....	1,081,000
	*ORGANIZATION TOTAL.....	\$ 1,111,000

8601	RUIZ BELVIS CULTURAL CENTER	45,000
8602	CHICAGO BOYS CLUB-HORNER	25,000
8603	THE CENTER	30,000
8604	INFANT WELFARE	40,000
8605	LATINO YOUTH	35,000
8606	COMMUNITY CHRISTIAN ALTERNATIVE ACADEMY	37,000
8607	ADA MCKINLEY CENTER	28,000
8608	EL VALOR INFANT CENTER	40,000
8609	C.Y.C.-A.B.C. CENTER	40,000
8610	C.Y.C.-B.B.R. CENTER	40,000
8611	C.Y.C. ALTGELD/ROSELAND	40,000
8612	HULL HOUSE	20,000
8613	JEWISH FEDERATION OF CHICAGO	19,000
8614	HABILITATIVE SYSTEMS	35,000
8615	BOYS CLUB - LOGAN SQUARE	40,000
8616	BOYS CLUB - LITTLE VILLAGE	25,000
8617	ST. LEONARD'S HOUSE	25,000
8618	CIRCLE URBAN MINISTRIES	50,000
8619	EL HOGAR DEL NINO	35,000
8620	CHRISTOPHER HOUSE	35,000
8621	NORTHWESTERN SETTLEMENT	27,000
8622	STEP, INC.	35,000
8623	METHODIST YOUTH SERVICE	42,000
8624	FAMILY FOCUS - LAWDALE	38,000
8625	PUERTO-RICAN PARADE COMMITTEE	45,000
8626	OLD TOWN SCHOOL OF FOLK MUSIC	50,000
8627	SPANISH COALITION FOR JOBS	40,000
8628	MEXICAN FINE ARTS CENTER	50,000
8629	CHINESE AMERICAN SERVICE LEAGUE	50,000
8630	JOBS FOR YOUTH	50,000
	PROJECT TOTAL.....	1,111,000

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING
JOBS TRAINING PROGRAM

Code	Amounts Appropriated
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 59,934
.015 SCHEDULE SALARY ADJUSTMENTS.....	2,334
.070 FRINGE BENEFITS.....	21,793
*8900.000 FOR PERSONAL SERVICES.....	84,061
.130 POSTAGE AND POSTAL CHARGES.....	900
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	500
*8900.100 FOR CONTRACTUAL SERVICES.....	1,400
.350 STATIONERY AND OFFICE SUPPLIES.....	2,388
*8900.300 FOR COMMODITIES.....	2,388
.422 OFFICE MACHINES.....	675
*8900.400 FOR EQUIPMENT.....	875
*ORGANIZATION TOTAL.....	\$ 88,524

Positions and Salaries

Code	Positions	No.	Rate
JOBS TRAINING PROGRAM-8900			
1420	MANPOWER PLANNER.....	2	\$ 24,300
1420	MANPOWER PLANNER.....	1	31,008
	SCHEDULE SALARY ADJUSTMENTS.....		2,334
	ACTIVITY TOTAL.....	3	81,942
		3	81,942
	LESS TURNOVER.....		19,874
	TOTAL.....		\$ 62,268

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING
SUBSTANTIAL REHABILITATION PROGRAM SUPPORT**

Code	Amounts Appropriated
.005 SALARIES AND WAGES-ON PAYROLL.....	\$ 17,581
.070 FRINGE BENEFITS.....	6,303
*9000.000 FOR PERSONAL SERVICES.....	<u>23,884</u>
.130 POSTAGE AND POSTAL CHARGES.....	225
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	<u>250</u>
*9000.100 FOR CONTRACTUAL SERVICES.....	475
.350 STATIONERY AND OFFICE SUPPLIES.....	<u>575</u>
*9000.300 FOR COMMODITIES.....	575
 *ORGANIZATION TOTAL.....	 <u>\$ 24,934</u>

Positions and Salaries

Code	Positions	No.	Rate
SUBSTANTIAL REHABILITATION PROGRAM SUPPORT-9000			
1420	MANPOWER PLANNER.....	<u>1</u>	\$ 23,136
	ACTIVITY TOTAL.....	1	23,136
		1	23,136
	LESS TURNOVER.....		<u>5,555</u>
	TOTAL.....		<u>\$ 17,581</u>

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING
SUBSTANTIAL REHABILITATION AND TRAINING

Code	Amounts Appropriated
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 415,253
*9100.100 FOR CONTRACTUAL SERVICES.....	415,253
*ORGANIZATION TOTAL.....	\$ 415,253

9101 18TH STREET DEVELOPMENT CDRP.	123,653
9102 SUNBOW FOUNDATION	104,676
9103 COVENANT DEVELOPMENT CORPORATION	56,250
9104 THE NEIGHBORHOOD INSTITUTE	74,774
9105 COALITION FOR UNITED COMMUNITY ACTION	55,900
PROJECT TOTAL.....	415,253

695--COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**MAYOR'S OFFICE OF EMPLOYMENT AND TRAINING
JOB TRAINING/DELEGATES**

Code	Amounts <u>Appropriated</u>
OTHER PROFESSIONAL AND TECHNICAL	
.149 SERVICES.....	\$ 1,166,596
*9200.100 FOR CONTRACTUAL SERVICES.....	1,166,596
*ORGANIZATION TOTAL.....	\$ 1,166,596

9201 KENWOOD-OAKLAND COMMUNITY ORGANIZATION	33,750
9202 PROJECT 80	32,250
9203 COMMUNITY MENTAL HEALTH COUNCIL	13,242
9204 THE NEIGHBORHOOD INSTITUTE	89,087
9205 JOYCE FINE ARTS ACADEMY	31,888
9206 JEWISH VOCATIONAL SERVICE	28,500
9207 AUSTIN CAREER EDUCATION CENTER	224,250
9208 UNION LEAGUE BOYS CLUB	17,272
9209 INSTITUTO DEL PROGRESSO LATINO	30,000
9210 ASSOCIATION HOUSE OF CHICAGO	82,500
9211 SOUTH AUSTIN JOB REFERRAL SERVICES, INC.	21,143
9212 NORTHWESTERN MEMORIAL HOSPITAL	37,500
9213 JOBS RESOURCES FOR THE DISABLED	55,270
9214 HUMAN AND COMMUNITY DEVELOPMENT CORP.	31,680
9215 SPANISH COALITION FOR JOBS, INC.	103,630
9216 SPANISH COALITION FOR JOBS, INC.	45,682
9217 COMMUNITY LINKAGES, INC.	45,000
9218 ASSOCIATION HOUSE OF CHICAGO	30,000
9219 PROJECT BETTER CHANCE	22,500
9220 HUMBOLT PARK YOUTH SERVICES	37,500
9221 2ND GENERATION ORG FOR YOUTH	20,000
9222 ASSYRIAN UNIVERSAL ALLIANCE	21,000
9223 COMMUNITY FILM WORKSHOP OF CHICAGO	20,000
9224 BETHEL NEW LIFE	20,452
9225 LATIN AMERICAN CHAMBER OF COMMERCE	30,000
9226 WOMEN EMPLOYED INSTITUTE	20,000
9227 SAMCOR DEVELOPMENT CORPORATION	22,500
PROJECT TOTAL.....	1,166,596

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APPROVAL OF JOURNAL OF PROCEEDINGS

30989

595-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**FIRE DEPARTMENT
FIRST AIDE CARE TEAM-DELEGATE AGENCY**

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 302,159
*9400.100	FOR CONTRACTUAL SERVICES.....	302,159
	*ORGANIZATION TOTAL.....	\$ 302,159
9401	HULL HOUSE ASSOCIATION	302,159
	PROJECT TOTAL.....	302,159

695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

**FIRE DEPARTMENT
FIRST AID CARE TEAM-FIRE DEPARTMENT SUPPORT**

Code	Amounts	
		Appropriated
.130 POSTAGE AND POSTAL CHARGES.....	\$	75
.162 REPAIR OR MAINTENANCE OF EQUIPMENT.....		800
.166 SUBSCRIPTIONS AND DUES.....		200
MAINTENANCE AND OPERATION-CITY OWNED		
.176 VEHICLES.....		1,000
.186 TELEPHONE.....		3,200
*9500.100 FOR CONTRACTUAL SERVICES.....		5,275
.245 REIMBURSEMENT TO TRAVELERS.....		3,500
*9500.200 FOR TRAVEL.....		3,500
.320 GASOLINE.....		1,900
.340 MATERIAL AND SUPPLIES.....		1,500
DRUGS, MEDICAL AND CHEMICAL MATERIALS		
.342 AND SUPPLIES.....		3,500
.350 STATIONERY AND OFFICE SUPPLIES.....		3,000
*9500.300 FOR COMMODITIES.....		9,900
.440 MACHINERY AND EQUIPMENT.....		11,000
*9500.400 FOR EQUIPMENT.....		11,000
.806 SPECIAL PROGRAM COSTS.....		22,100
*9500.800 FOR SPECIFIC PURPOSES-GENERAL.....		22,100
*ORGANIZATION TOTAL.....	\$	51,775

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APPROVAL OF JOURNAL OF PROCEEDINGS

30991

S95-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

BOARD OF EDUCATION
CAREER DEVELOPMENT CENTERS

<u>Code</u>		<u>Amounts</u> <u>Appropriated</u>
	OTHER PROFESSIONAL AND TECHNICAL	
.149	SERVICES.....	\$ 800,000
*9800.100	FOR CONTRACTUAL SERVICES.....	800,000
	*ORGANIZATION TOTAL.....	\$ 800,000

9601 HYDE PARK CAREER ACADEMY
9602 JUAREZ HIGH SCHOOL
9603 CORLISS/FENGER HIGH SCHOOL
9604 PHILLIPS HIGH SCHOOL
9605 SENN METROPOLITAN HIGH SCHOOL OF TECHNOLOGY
9606 UCAN

30992

JOURNAL--CITY COUNCIL--CHICAGO

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695-COMMUNITY DEVELOPMENT BLOCK GRANT YEAR XII FUND

LOCAL OPTION

Code	Amounts
	<u>Appropriated</u>
*9900.800 FOR SPECIFIC PURPOSES-GENERAL.....	13,500
*ORGANIZATION TOTAL.....	<u>\$ 13,500</u>

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund 695

Page ____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		ECONOMIC DEVELOPMENT				
		Program Support - 0200				
2	3896	Program Auditor III	1	22,032	1	28,152
3	0308	Staff Assistant	1	26,784	1	22,032
	0809	Executive Secretary I	1	16,452	2	16,452
	0805	Secretary	2	14,928	1	14,928
4		Turnover		752,874		755,766
6		Strike:				
		Industrial Retention Program				
		Insert:				
		Industrial Capital Assistance Program				
		Business Area Improvements Program - 0700				
	0706	Strike:				
		Garfield Park Parking Lot				
		Insert:				
		53rd/Dorchester-Lake Park				
		Strike:				
		Commercial Facade Rebate Program				
		Insert:				
		Facade Rebate Program				
		Technical Assistance to Business Area				
		and Economic Development Groups - 1100				
8	1119	Hyde Park - Kenwood Development Corp.	1	22,750	1	26,500
	1129	Project 80 Community Develop. Corp., Inc.	1	18,750		
	1134	Westside Business Improvement Assoc.	1	26,250	1	41,250
	1128	Pilsen Chamber of Commerce		22,500		
	1128	Pilsen Neighbors Community Organization				22,500
	1191	Division Street Development Corporation				25,000
	1192	Park Manor Businessman Assoc.				18,750
10	1300	Business Development Loan Program				
	.805	Loan Program Costs		1,500,000		1,456,250

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page _____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PLANNING				
		Administration and Planning - 1900				
11	1441	Coordinating Planner I	1	34,200		
	1447	District Planning Liaison			1	34,200

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CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page ____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF HOUSING						
23	2906	Housing Action Grants - 2900				
		Greater S.W. Develop. Corp.		19,600		27,100
	2911	Roger Park Community Council		20,000		33,750
	2946	Center for Neighborhood Tech.				44,250
	2547	Uptown Chicago Commission				18,750
	2919	Heritage South Develop. Corp.		22,500		30,500
25		Housing Facade Program				
	.802	Rehabilitation Loans and Grants		2,500,000		2,310,227
		Senior Citizen/Handicapped Home Maintenance				
	3107	People Assoc. Pro-Community Action		67,500		
	3107	Latin United Community Housing Association				67,500

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page _____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HEALTH				
33	4400	Special AIDS Support				
	.005	Salaries and Wages				92,880
	.015	Schedule Salaries Adjustments				1,421
	.070	Fringe Benefits				25,890
	.130	Postage and Postal Charges				2,000
	.149	Professional & Technical Services				196,709
	.150	Publications				21,300
	.152	Advertising				2,500
	.169	Technical Meeting Costs				2,250
	.186	Telephone				3,000
	.224	Auto Allowance				3,500
	.245	Out of Town Travel				4,000
	.348	Books and Related Materials				2,350
	.350	Stationery and Office Machines				4,000
	.422	Office Machines				10,500
	.806	For Specific Purposes - General		462,500		112,500
		TURNOVER				22,300
	0303	Administrative Assistant III			1	19,992
	3432	Bilingual Communicable Disease Investigator			2	16,452
	1745	Program Specialist			2	19,992
		LESS TURNOVER				22,300

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CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page ____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		HUMAN SERVICES				
54	3826	Human Service System - 6100	1	29,544	4	29,544
	3826	Human Service Specialist II	3	22,032		
55		Turnover		1,131,341		1,153,877
58	6835	Youth Crime Prevention - 6800				
	6870	Pon Un Barrio Mejor		21,250		32,250
	6850	S.W. Community Congress				12,500
	6837	Englewood Grass Root Community Organization		5,000		
	6871	Safer Foundation		46,705		49,705
	6813	Lakeview Citizens Council				8,000
		Christopher House		18,338		21,338

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

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Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		COMMISSION ON HISTORIC AND ARCHITECTURAL LANDMARKS - 7600				
70	1724	Chicago Historical Resources Survey Senior Research Assistant	1	16,452		
	1745	Program Specialist I			1	20,988
		Turnover		46,042		50,578

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page ____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		Model Blocks and Residential Street Resurfacing - 8200				
73	.526	Improvements		2,346,584		2,426,584
		STRIKE:				
	8242	7200 S. Ridgeland				
	8243	7200-7300 S. Bennett				
	8219	400 N. Long				
	8222	5900 W. Superior				
	8228	500-700 N. Hamlin				
	8234	800-900 N. Laramie				
	8241	1200-1400 S. Fairchild				
		INSERT:				
73	8242	69th Street; East from Paxton to Crandon				
	8243	70th Street; East from Paxton to Crandon				
	8219	500 N. Avers				
	8222	100 N. Latrobe				
	8228	1000 N. Laramie				
	8234	900 N. Laramie				
	8247	1100 N. Laramie				
	8248	1200 N. Laramie				
	8249	Oglesby; South from 70th Street to 70th Place				
	8250	7200 S. Cornell				
	8251	1600 S. Christiana				
	8252	1600 S. Homan				

Anthony C. Evans
B/D, 4th June

Alderman Burke moved to refer the proposed substitute ordinance to the Committee on Finance.

Alderman Evans moved to *Lay on the Table* Alderman Burke's motion to refer.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to table, declaring it *Passed*, 26-25.

Alderman Garcia then moved to amend the foregoing proposed substitute ordinance as follows:

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CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

Fund: 695

Page ____

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING				
		Housing Action Grant				
23	2903	Concerned Citizens of Little Village		41,250		
	2903	United Latin American Businessmen				22,000
		Local Option				
82	.800	Specific Purposes - General		13,500		32,750 ²⁵⁰

Jesus G. Barrio
Ald. 2nd ward

On motion of Alderman Garcia, the foregoing proposed amendment to the proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Hansen, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, McLaughlin, Orbach, Schuler, Stone -- 24.

Alderman Gutierrez then moved to amend the proposed amended substitute ordinance as follows:

On motion of Alderman Gutierrez, the foregoing proposed amendment to the amended proposed substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Laurino, Pucinski, McLaughlin, Orbach, Schulter, Stone -- 22.

Alderman Gabinski next moved to amend the proposed amended substitute ordinance as follows:

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31005

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		ESTIMATES OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR YEAR XII- JULY 1, 1986 THROUGH MARCH 31, 1987				
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through X)		5,500,000		6,127,000
		DEPARTMENT OF ECONOMIC DEVELOPMENT Business Area Improvements Program				
6	0700.526	Improvements		1,272,000		1,422,000
	0710.	Rockwell from Lawrence to Wilson				50,000
	0711.	Devon and Western (to complete unfinished engineering & construction)				100,000
		Technical Assistance to Business Area and Economic Groups				
8	1100.149	Other professional and technical services		2,243,650		2,403,650
	1190.	Chicago/Ashland Business Association				18,750
	1191.	Project DARE				18,750
	1192.	East Side Chamber of Commerce				22,500
	1193.	South Chicago Chamber of Commerce				18,750
	1194.	Back of the Yards Businessmen Assoc.				18,750
	1146.	Greater North Pulaski Development Corp.		48,750		60,000
	1167.	North Pulaski Chamber of Commerce		18,750		30,000
	1195.	Cermak Road Chamber of Commerce				25,000
	1196.	Assoc. Pro Derdech as Obreros				15,000

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional and technical services		1,643,750		1,657,500
	2911.	Rogers Park Community Council		20,000		33,375
		Senior Citizens/Handicapped Home Maintenance				
	3100.149	Other professional & techn. services		1,125,000		1,145,000
	3115.	Wrightwood Improvement Assoc.				20,000
		DEPARTMENT OF CULTURAL AFFAIRS Cultural Outreach				
29	4200.149	Other professional & technical services		89,163		107,193
	4205.	Ukranian Village				18,750
		DEPARTMENT OF AGING AND DISABILITY Independent Living for the Disabled and Elderly				
52	5700.149	Other professional and technical services		732,714		770,214
	5706.	Brighton Ethnic Senior Services				37,500

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APPROVAL OF JOURNAL OF PROCEEDINGS

31007

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HUMAN SERVICES Family & Youth Services				
57	6300.149	Other professional & technical services		1,164,005		1,189,005
	6327.	Benton House				25,000
		Youth Crime Prevention				
58	6800.149	Other professional & technical services		1,753,000		1,755,000
	6819.	Chicago Youth Centers Fellowship House		11,938		13,938
		DEPARTMENT OF PUBLIC WORKS Model Blocks and Residential Street Resurfacing				
73	8200.526	Improvements		2,346,584		2,546,584
	8246.	Ainslie, between Kedzie to Albany				80,000
	8247.	Hermitage from Winnemac to Lawrence				80,000
	8248.	3400 Block of North Oakley				40,000

CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING Housing Action Grants				
23	2900.149	Other professional & technical services		1,657,500		1,676,250
	2947.	Uptown Chicago Commission				18,750
		DEPARTMENT OF ECONOMIC DEVELOPMENT Technical Assistance to Business Area and Economic Development Groups				
8	1100.149	Other professional & technical services		2,403,650		2,407,650
	1125.	North Center Chamber of Commerce		18,750		22,750
		Reallocation of unspent Community Development Block Grant Funds from prior years (V through XII)		6,127,000		6,149,750

Terry Halverson
32nd

6/6/86

APPROVAL OF JOURNAL OF PROCEEDINGS

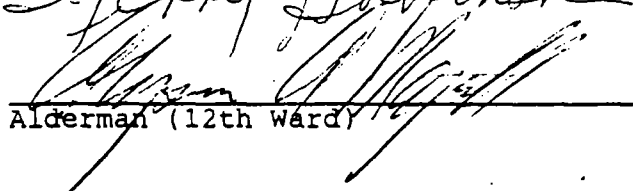
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CORRECTIONS AND REVISIONS OF YEAR XII CDBG BUDGET

YEAR XII CDBG BUDGET

FUND 695

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF AGING AND DISABILITY Independent Living for the Disabled and Elderly				
52	5700.149	Other professional & technical services		770,214		732,714
	5706	Brighton Ethnic Senior Services		37,500		
		DEPARTMENT OF ECONOMIC DEVELOPMENT Technical Assistance to Business Area and Economic Development Groups				
8	1100.149	Other professional & technical services		2,396,400		2,433,900
	1197	Brighton/McKinley Development Corp.				37,500



Alderman (12th Ward)

32 me

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Volini, Orr -- 24.

Alderman Gabinski then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and Alderman Gabinski's amendment to the proposed amended substitute ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schuler, Stone -- 26.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Oberman, Volini, Orr -- 24.

Alderman Evans then moved to substitute for the proposed ordinance recommended by the Committee on Finance on May 30, 1986, the proposed substitute ordinance, as amended. The clerk called the roll and the motion to substitute *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Streeter, Kellam, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Santiago, Gabinski, Frost, Banks, Giles, Cullerton, Laurino, O'Connor, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 44.

Nays -- Aldermen Sheahan, Hagopian, Mell, Kotlarz, Pucinski -- 5.

Alderman Evans next moved to postpone consideration of the proposed amended substitute ordinance to the next regular meeting of the City Council.

Alderman Burke moved to lay on the table Alderman Evan's motion to postpone.

Alderman Natarus then moved to delay to the next meeting the roll call on Alderman Burke's motion.

The Chair ruled Alderman Natarus' motion out of order.

The clerk then called the roll on Alderman Burke's motion to lay on the table and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to table, deciding it *Passed* 26-25.

Alderman Evans then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote against the motion to table, deciding it *Failed to Pass* 25-26.

The clerk then called the roll on Alderman Evans' motion to postpone and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to postpone, declaring it *Passed* 26-25.

MISCELLANEOUS BUSINESS.

Committee Discharged -- ON APPOINTMENT OF MR. WALTER
NETSCH AS COMMISSIONER FOR CHICAGO
PARK DISTRICT.

Alderman Evans made the following motion:

"I hereby move to discharge the Committee on Beautification and Recreation from consideration of the appointment of Walter Netsch as Commissioner for the Chicago Park District, which appointment was submitted to the Committee on March 30, 1984 for a term ending April 25, 1986."

The clerk called the roll and the motion to discharge *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 26.

Nays -- Aldermen Roti, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 24.

Alderman Evans next made the following motion:

"I hereby move to discharge the Committee on Beautification and Recreation from consideration of the appointment of Walter Netsch as Commissioner for the Chicago Park District, which appointment was submitted to the Committee on May 14, 1986 for a term ending April 25, 1991."

Alderman Vrdolyak raised a point of order, stating that the appointment had not been considered by the Committee for ninety days and was therefore not subject to discharge made the Council's Rules.

The Chair ruled the point of order not well taken.

Alderman Vrdolyak moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 24.

Alderman Vrdolyak moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr --25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast it vote against the motion to appeal, and ruled that the Chair had been sustained.

Alderman Vrdolyak then raised a point of order, arguing that Rule 12 of the Council's Rules of Order required the vote of twenty-six aldermen to sustain the ruling of the Chair and holding that the Chair had therefore not been sustained.

The Chair ruled the point of order not well taken.

Alderman Vrdolyak moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal, and ruled that the Chair had been sustained 26-25.

The clerk then called the roll on Alderman Evans' motion to discharge the Committee on Beautification and Recreation from consideration of the appointment of Walter Netsch to the Park District Board for the term ending April 25, 1991 and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the motion to discharge and declared that the motion to discharge *Prevailed* 26-25.

On motion of Alderman Evans, the clerk then called the roll on the appointment of Walter Netsch as Commissioner of the Chicago Park District and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the appointment and declared the appointment *Confirmed* 26-25.

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

AMENDMENT OF VARIOUS RULES OF ORDER OF CITY COUNCIL.

Alderman Evans made the following motion:

"I hereby move to discharge the Committee on Committees and Rules from consideration of a resolution appointing Alderman Tillman to two additional committees, said resolution having been introduced to the City Council by Alderman Rush on April 18, 1985, and referred to the Committee on Committees and Rules, City Council Journal pp. 15116-7, and ninety days have elapsed since that time without a report from the committee on said resolution."

Alderman Burke then moved to lay on the table Alderman Evans' motion to discharge.

The clerk called the roll on Alderman Burke's motion to lay on the table and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to table and declared that the motion *Failed to Pass* 25-26.

The clerk then called the roll on Alderman Evans' motion to discharge and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the motion to discharge and declared the motion *Passed* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, citing Rule 41 of the Council's Rules of Order and stating that a majority of all the aldermen entitled by law to be elected did not vote in favor of discharge and the motion therefore failed.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Evans next moved to substitute for the proposed resolution discharged from the Committee on Committees and Rules the following resolution:

Be It Further Resolved, That the Rules of Order and Procedure of the City Council of the City of Chicago adopted on May 2, 1983, as amended, be and the same are further amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below in Rule 35:

1. Committee on Administration, Reorganization, (and) Personnel *and Employment*
- (3. Committee on Alcoholism and Substance Abuse)
- (4) 3....
- (5) 4....
- (6) 5....

6. *Committee on the Budget*
- (8 Committee on Cable Television)
- (9) 8....
- (10) 9 Committee on Committees, (and) Rules, *Municipal Code Revision*
- 10 *Committee on Community Maintenance and Development*
- (11 Committee on Community Services)
- (12 11 The Committee on (Cultural Development and) Historical Landmark
 Preservation
- (13) 12....
- (14) 13....
- (15 Committee on Employment)
- (16) 14 Committee on Energy, (and) Environmental Protection *and Public
 Utilities*
- (17) 15....
- (18) 16....
- (19) 17 Committee on Housing (and Neighborhood Development)
- (20) 18....
- (21 Committee on Human Services)
- (22) 19....
- (23) 20 Committee on Land Acquisition, (and) Disposition *and Leases*
- (24 Committee on Leases)
- (25) 21....
- (26) 22....
- (27 Committee on Municipal Code Revision)
- (28 Committee on Municipal Institutions)

- (29 Committee on Neighborhood and Community Affairs)
- (30) 23 Committee on Police, Fire *and Municipal Institutions*
- (31) 24....
- (32 Committee on Public Records and Information)
- (33 Committee on Public Utilities)
- (34) 25 Committee on Special Events (and World's Fair) *and Cultural Affairs*
- (35) 26....
- (36) 27....
- (37) 28....

And Be It Further Resolved, That Rule 36 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

In the second paragraph....

The Committee on Finance *and the Committee on the Budget* shall have a maximum of (thirty-four (34)) *thirty-five (35)* members *each* and all other committees shall have a maximum of fourteen (14) members. The (Vice-Mayor) *President Pro Tempore* shall serve as ex officio

In the fourth paragraph by adding the following:

....The membership, Chairman, and Vice-Chairman of subcommittees shall be appointed by the Chairman of the parent committee (.) *with the concurrence of a majority of the membership of the committee....*

And Be It Further Resolved, That Rule 36 is hereby amended:

In the fifth paragraph by striking certain language as bracketed below and inserting certain language in italics below:

Members, Chairmen and Vice-Chairmen of Committees may be removed by resolution of the Council adopted by an affirmative vote of (2/3) *a majority* of all the Aldermen entitled by law to be elected.

And Be It Further Resolved, That Rule 37 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

1. The Committee on Administration, Reorganization, (and) Personnel *and Employment* shall have (jurisdiction over all matters concerning the reorganization of the agencies, departments and offices of the City government; the elimination, consolidation or merger thereof; and transfers of powers and functions among them; transfers of powers, duties of functions between the City government and other governmental entities; and the efficiency and operation of departments, agencies and offices not within the jurisdiction of the other standing committees; personnel promotions, transfers, demotions and discharges, career services and merit systems, seniority and competitive examinations, and the enforcement and protection of employees. The committee shall have jurisdiction over employee grievances and the Department of Personnel.) *jurisdiction over matters concerning the reorganization, elimination, consolidation, merger, transfer of power duties or functions of agencies, departments and offices of the City government; efficiency of agencies, departments and offices not within the jurisdiction of other standing committees; and matters generally affecting the Department of Personnel.*
- (4) 3... The Committee on Alcoholism and Substance Abuse shall have jurisdiction over the Chicago Alcoholism Treatment Center and matters generally related to problems of alcoholism and controlled substance abuse.)
- (5) 4....
- (6) 5....
- 6 *The Committee on the Budget shall have jurisdiction over the City budget, and matters generally affecting the Budget office and related matters.*
- (8. The Committee on Cable Television shall have jurisdiction over all matters relating to Cable Television regulation, contracts and franchises, and all other communication technologies over which the City has jurisdiction.)
- (9) 8....
- (10) 9 The Committee on Committees, (and) Rules, *Municipal Code Revision. The Committee shall also have jurisdiction over the updating, recodification, revision and rearrangement of the Municipal Code.*

The committee shall review the Code from time to time recommending non-substantive changes, and recommend the repeal of archaic or unnecessary ordinances. The Committee may recommend substantive changes in the Code, or in portions thereof, but shall in each case identify such changes in its report to the Council.

10. *The Committee on Community Maintenance and Development shall have jurisdiction over the Community Development Block Grant Program, matters affecting the Mayor's Office of Employment and Training, the Mayor's Office of Inquiry and Information, the Department of Human Services and such other matters as may relate to the development and maintenance of the City's neighborhoods not within the jurisdiction of the Committee on Housing.*
11. (The Committee on Community Services shall have jurisdiction over matters generally affecting the public's complaints regarding the Departments of Water and Sewers.)
- (12) 11 The Committee on (Cultural Development and) Historical Landmark Preservation shall have jurisdiction over (those matters which affect the cultural growth of the City and its cultural institutions and) the designation, maintenance and perservation of historical and architectural landmarks. The Committee shall also work in cooperation with those public and private organizations similarly engaged)) and shall also have jurisdiction over matters (generally affecting the Chicago Public Library, the Chicago Council on Fine Arts and) affecting the Commission on Chicago Historical and Architectural Landmarks.
- (13) 12....
- (14) 13....
- (15) The Committee on Employment shall have jurisdiction over all matters relating to employment practices and policies, including hiring.)
- (16) 14.... *The committee shall also have jurisdiction over all ordinances, orders, resolutions and matters affecting public utilities with the exception of those matters over which jurisdiction is conferred herein upon the Committee on Local Transportation.*
- (17) 15 The Committee on Finance shall have jurisdiction over the City (budget) tax levies, industrial revenue bonds, general obligation bonds and revenue bond programs, revenue and expenditure orders, ordinances and resolutions, the financing of municipal services and capital developments; and matters generally affecting (the Budget office,) the Department of Finance; and the solicitation of funds for charitable or other purposes on the streets and other public places. The Committee shall have jurisdiction over all matters pertaining to the audit and review of expenditures of funds appropriated by the Council or under the custody of the City Treasurer, and all claims under the Illinois Workmen's Compensation Act.
- (18) 16 The Committee on Health shall have jurisdiction over health and sanitation matters affecting general health care, control of specific diseases, mental health, *alcoholism and substance abuse*, food, nutrition

and the environment and matters affecting the Department of Health(,) and the (Department) Bureau of Rodent Control.

- (19) 17 The Committee on Housing (and Neighborhood Development).
- (20) 18....
- (21) (The Committee on Human Services shall have jurisdiction over matters generally affecting the Department of Human Services.)
- (22) 19....
- (23) 20 The Committee on Land Acquisition, (and) Disposition *and Leases....The committee shall also have jurisdiction over all leases of real estate, or of space within buildings to which the City or any of its agencies, departments or officers, is a party.*
- (24) The Committee on Leases shall have jurisdiction over all leases of real estate, or of space within buildings to which the City, or any of its agencies, departments or officers is a party.)
- (25) 21....
- (26) 22....
- (27) The Committee on Municipal Code Revision shall have jurisdiction over the recodification, revision, rearrangement and clarification of the Chicago Municipal Code. The committee shall review the code and from time to time recommending non- substantive changes, and repeal of archaic or unnecessary ordinances. The Committee shall be responsible for supervising the periodic updating of the Code. The committee may recommend substantive changes in the Code, or in portions thereof, but shall in each case identify such changes in its report to the Council.)
- (28) (The Committee on Municipal Institutions shall have jurisdiction over matters relating to the Chicago Public Library (excepting those matters within the jurisdiction of other standing committees), the care of abandoned infants and the care of dependent, neglected, or destitute crippled children.)
- (29) The Committee on Neighborhood and Community Affairs shall have jurisdiction over the Office of Inquiry and Information and City Hall operators and neighborhood outreach programs.)
- (30) 23 The Committee on Police, Fire and *Municipal Institutions....The Committee shall also have jurisdiction over matters relating to the Chicago Public Library (excepting those matters within the jurisdiction of other standing committees), the care of abandoned infants, and care of dependent, neglected, or destitute crippled children.*

(31) 24....

(32) The Committee on Public Records and Information shall have jurisdiction over all ordinances, resolutions and matters relating to policies and procedures providing for the access to and dissemination of public records and information.)

(33) The Committee on Public Utilities shall have jurisdiction over all ordinances, orders, resolutions and matters affecting public utilities with the exception of those matters over which jurisdiction is conferred herein upon the committee on Local Transportation.)

(34) 25 The Committee on Special Events *and Cultural Affairs* (and World's Fair) shall have jurisdiction over all special events and related programs of the City, including parades, fests, tastes, community and neighborhood fairs. (and the World's Fair.)

The Committee shall also have jurisdiction over those matters which affect the cultural growth of the City and its cultural institutions. The Committee shall also have jurisdiction over matters generally affecting the cultural center of the Chicago Public Library and the Chicago Council on Fine Arts.

(35) 26....

(36) 27....

(37) 28....

Be It Further Resolved, That Rule 40 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

.... Every Ordinance, Order, Resolution, Petition, Appointment or other matter referred to a standing committee on the City Council (excepting claims) shall appear on the agenda of the committee at the meeting of the committee next following its introduction, submission or referral to the committee.

Be It Further Resolved, That Rule 41 is hereby amended in the fourth and sixth paragraphs by striking certain language as bracketed below and inserting certain language in italics below in the first, second and fourth paragraphs:

Nothing in this Rule 41 or the Rules of Order and Procedure of the City Council shall preclude the introduction or submission of Ordinances, Orders or Resolutions, petitions or other propositions into a Committee of the City Council by an operating department, office or agency in order to facilitate an expeditious hearing on said matter or where an emergency exists. In addition, routine or repetitive matters may also be introduced directly into a

Committee of the City Council for hearing. This provision shall not apply to matters described in paragraphs (a), (b), or (c) of this Rule.

Whenever any referred matter shall not have been reported back to the City Council by the Committee to which referred, within a period of (sixty (60)) *thirty (30)* days

Whenever any referred matter other than appointments, shall not have been reported back to the City Council by the Committee to which referred within a period of (ninety (90)) *sixty (60)* days, any alderman may move to discharge the committee from further consideration of that matter. The motion to discharge shall be made under the order of "Miscellaneous Business", and shall require the affirmative vote of a majority of all aldermen entitled by law to be elected.

Be It Further Resolved, That Rule 44 is hereby amended by striking certain language as bracketed below and inserting certain language in the sixth paragraph in italics below:

If a committee report recommends that the Council do not adopt or pass an ordinance, resolution or order, at the time such report is presented, or at the next meeting of the Council if action on such report *has been* (is) deferred, such ordinance, resolution, or order shall be automatically tabled and may not be further considered, unless (the aldermanic sponsor) *a member of the body* moves to disapprove the committee report and such motion is adopted by the affirmative vote of a majority of the aldermen entitled by law to be elected. *The (such) motion to disapprove the committee report* may be deferred only until the next regular meeting of the Council, and may not be renewed thereafter. If (such) the motion *to disapprove* is (duly) adopted, the ordinance, resolution or order shall be before the Council.

Be It Further Resolved, That Rule 48 is hereby amended by striking certain language as bracketed below and inserting certain language in italics below:

Rule 48. These rules may be temporarily suspended by a vote of two-thirds (2/3) of all the Aldermen entitled by law to be elected and shall not be repealed altered or amended unless by concurrence of [two thirds (2/3)] *a majority of all the Aldermen entitled by law to be elected.*

And Be It Further Resolved, That the Resolution assigning Chairmen, Vice- Chairmen and Members to standing Committees of the City Council passed on May 2, 1983 and as further amended is hereby rescinded in its entirety, and,

Be It Further Resolved, That the following assigning Chairmen, Vice-Chairmen and Members to standing Committees of the City Council be substituted in its stead:

1. *Committee on Administration, Reorganization, Personnel and Employment*

Madrzyk (Chairman), Soliz (Vice-Chairman), Evans, Beavers, Humes, Langford, Henry, Gabinski, Giles, Natarus, Orbach, Volini

2. *Committee on Aviation*

Garcia (Chairman), Beavers (Vice-Chairman), Bloom, Hutchinson, Madrzyk, Henry, W. Davis, Smith, Hagopian, Santiago, Pucinski

3. *Committee on Beautification and Recreation*

Streeter (Chairman), Gutierrez (Vice-Chairman), Roti, Tillman, Huels, Majerczyk, Langford, W. Davis, Natarus, Volini, Schuler

4. *Committee on the Budget*

Evans (Chairman), Oberman (Vice-Chairman), Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Gabinski, Mell, Frost, Giles, Cullerton, Laurino, Pucinski, Natarus, Volini, Orr, Stone

5. *Committee on Buildings*

Roti (Chairman), Henry (Vice-Chairman), Hutchinson, Sheahan, Sherman, Smith, Giles, Cullerton, Oberman, Orr, Stone

6. *Committee on Claims and Liabilities*

W. Davis (Chairman), Hutchinson (Vice-Chairman), Bloom, Beavers, Vrdolyak, Sherman, Garcia, Santiago, Kotlarz, Orbach, Volini

7. *Committee on Committees, Rules and Appointments*

Bloom (Chairman), Sawyer (Vice-Chairman), Evans, Humes, Majerczyk, Kelley, Krystyniak, Henry, D. Davis, Hagopian, Mell, Frost, Oberman

8. *Committee on Community Maintenance and Development*

Frost (Chairman), Smith (Vice-Chairman), Roti, Tillman, Rush, Evans, Humes, Majerczyk, Madrzyk, Burke, Orr

9. *Community on [Cultural Development and] Historical Landmark Preservation*

Schuler (Chairman), Tillman (Vice-Chairman), Rush, Bloom, Kelley, Henry, W. Davis, Hagopian, Laurino, Oberman, McLaughlin, Volini

10. *Committee on Economic Development*

Hansen (Chairman), Beavers (Vice-Chairman), Tillman, Humes, Hutchinson, Carter, Sherman, Soliz, Gutierrez, Pucinski, Oberman, Orbach, Orr

11. *Committee on Education*

Langford (Chairman), Oberman (Vice-Chairman), Tillman, Humes, Beavers, Hutchinson, Carter, Kelley, Garcia, Krystyniak, Henry, Soliz, Santiago, O'Connor

12. *Committee on Energy, Environmental Protection and Public Utilities*

Rush (Chairman), Hutchinson (Vice-Chairman), Huels, Burke, Langford, Streeter, W. Davis, Smith, O'Connor, McLaughlin, Volini

13. *Committee on Finance*

Burke (Chairman), Evans (Vice-Chairman), Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Gabinski, Mell, Frost, Giles, Laurino, Pucinski, Natarus, Oberman, Volini, Orr, Stone

14. *Committee on Health*

D. Davis (Chairman), Carter (Vice-Chairman), Smith, Kellam, Gutierrez, Smith, Hagopian, Frost, O'Connor, Hansen

15. *Committee on Housing*

Natarus (Chairman), Gutierrez (Vice-Chairman), Evans, Carter, Kelley, Santiago, Mell, Banks, Oberman, Hansen, Orr

16. *Committee on Human Rights and Consumer Protection*

Humes (Chairman), Giles (Vice-Chairman), Rush, Evans, Madrzyk, Sheahan, Sherman, D. Davis, Gabinski, Kotlarz, Orr

17. *Committee on Intergovernmental Relations*

Pucinski (Chairman), Humes (Vice-Chairman), Rush, Bloom, Huels, Majerczyk, Soliz, Frost, Giles, Oberman, Volini

18. *Committee on Land Acquisition, Disposition and Leases*

Hagopian (Chairman), Gutierrez (Vice-Chairman), Bloom, Beavers, Kellam, Kelley, Sherman, Natarus, Hansen, Orbach, Volini

19. *Committee on License*

Huels (Chairman), Henry (Vice-Chairman), Rush, Evans, Vrdolyak, Majerczyk, Langford, Streeter, Sheahan, Kelley, Natarus

20. *Committee on Local Transportation*

Kelley (Chairman), Giles (Vice-Chairman), Streeter, Sherman, Soliz, Henry, D. Davis, Hagopian, Santiago, Banks, Natarus, Orr

21. *Committee on Police, Fire and Municipal Institutions*

Sheahan (Chairman), Sherman (Vice-Chairman), Tillman, Humes, Huels, Carter, Streeter, Kellam, Kelley, W. Davis, D. Davis, Oberman, McLaughlin

22. *Committee on Ports, Wharves and Bridges*

Stone (Chairman), Rush (Vice-Chairman), Henry, Hutchinson, Vrdolyak, Kelley, Garcia, Smith, Giles, O'Connor, Orbach

23. *Committee on Special Events and Cultural Affairs*

Orr (Chairman), Tillman (Vice-Chairman), Streeter, Krystyniak, Henry, W. Davis, D. Davis, Mell, Kotlarz, Banks, Giles

24. *Committee on Streets and Alleys*

Cullerton (Chairman), Beavers (Vice-Chairman), Streeter, Garcia, D. Davis, Frost, Giles, Orr, Laurino, O'Connor, McLaughlin

25. *Committee on Traffic Control and Safety*

Laurino (Chairman), Smith (Vice-Chairman), Tillman, Bloom, Huels, Majerczyk, Streeter, Kelley, Frost, Garcia, Hansen

26. *Committee on Zoning*

Gabinski (Chairman), Langford (Vice-Chairman), Roti, Evans, Bloom, Beavers, Sherman, Garcia, Gutierrez, D. Davis, Natarus, Hansen, Schalter

27. *Committee on Aging and Disability*

Volini (Chairman), Langford (Vice-Chairman), Humes, Carter, Sheahan, Garcia, Gutierrez, Frost, Kotlarz, Orbach, Stone

28. *Committee on Animal Care and Control*

Sherman (Chairman), Carter (Vice-Chairman), Tillman, Evans, Madrzyk, Langford, Krystyniak, Gutierrez, Kotlarz, Cullerton, Natarus

Alderman Burke raised a point of order, arguing that the resolution assigning Alderman Tillman to various standing committees of the City Council had been considered and rejected by the City Council at its meeting of May 30, 1986, making the resolution a nullity and therefore impossible to substitute for.

The Chair ruled the point of order not well taken.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's Rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal, and ruled the Chair had been sustained 26-25.

Alderman Evans next moved on the basis of Rule 17 of the Council's Rules of Order, to divide the proposed substitute resolution into four separate categories pertaining to Rule 48; Rule 36; Rules 35, 36, 37, 40, 41, and 44; and to rescind the assignment of chairmen, vice-chairmen and members to standing committees of the City Council passed on May 2, 1983 and making new assignments.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the motion to divide and declared the motion *Passed* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Thereupon, on motion of Alderman Evans, the clerk called the roll on the amendment to Rule 48 of the Council's Rules of Order and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the proposed amendment and ruled the amendment *Passed* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's Rules of Order required the concurrence of two-thirds of all the aldermen entitled by law to be elected to alter, amend or repeal City Council rules and that the presiding officer is not included in the requirement under the Rules.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

The amendment of Rule 48, as passed, reads as follows:

Be It Further Resolved, That Rule 48 is hereby amended by striking certain language as bracketed below and inserting certain language in italics below:

Rule 48. These rules may be temporarily suspended by a vote of two-thirds (2/3) of all the Aldermen entitled by law to be elected, and shall not be repealed, altered or amended unless by concurrence of [two thirds (2/3)] *a majority* of all the Aldermen entitled by law to be elected.

On motion of Alderman Evans, the clerk then called the roll on the second category of the divided resolution, the amendment of Rule 36 of the Council's Rules of Order, and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the proposed amendment and ruled the amendment *Passed* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's Rules of Order required the concurrence of two-thirds of all the aldermen entitled by law to be elected to alter, amend or repeal City Council rules and that the presiding officer is not included in the requirement under the Rules.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair and stated that the Vice-Chairman of the Committee on Utilities -- Alderman Hagopian -- was never removed by a vote of the Council but had resigned.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

The amendment of Rule 36, as passed, reads as follows:

And Be It Further Resolved, That Rule 36 is hereby amended:

In the fifth paragraph by striking certain language as bracketed below and inserting certain language in italics below:

Members, Chairmen and Vice-Chairmen of Committees may be removed by resolution of the Council adopted by an affirmative vote of (2/3) *a majority* of all the Aldermen entitled by law to be elected.

On motion of Alderman Evans, the clerk next called the roll on the third category of the divided resolution, the amendment of Rules 35, 36, 37, 40, 41 and 44 of the Council's Rules of Order, and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the proposed amendment, and ruled the amendment *Passed* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the requirements to alter, amend or repeal a Council Rule had not been met, neither under the two-thirds vote requirement of the original Rule 48 nor under the requirement for a majority of the aldermen entitled by law to be elected contained in the subsequent Rule 48.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

The amendment of Rules 35, 36, 37, 40, 41 and 44, as passed, reads as follows:

Be It Further Resolved, That the Rules of Order and Procedure of the City Council of the City of Chicago adopted on May 2, 1983, as amended, be and the same are further amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below in Rule 35:

1. Committee on Administration, Reorganization, (and) Personnel *and Employment*
- (3. Committee on Alcoholism and Substance Abuse)
- (4) 3....
- (5) 4....

- (6) 5....
6. *Committee on the Budget*
- (8 *Committee on Cable Television)*
- (9) 8....
- (10) 9 *Committee on Committees, (and) Rules, Municipal Code Revision*
- 10 *Committee on Community Maintenance and Development*
- (11 *Committee on Community Services)*
- (12) 11 *The Committee on (Cultural Development and) Historical Landmark Preservation*
- (13) 12....
- (14) 13....
- (15 *Committee on Employment)*
- (16) 14 *Committee on Energy, (and) Environmental Protection and Public Utilities*
- (17) 15....
- (18) 16....
- (19) 17 *Committee on Housing (and Neighborhood Development)*
- (20) 18....
- (21 *Committee on Human Services)*
- (22) 19....
- (23) 20 *Committee on Land Acquisition, (and) Disposition and Leases*
- (24 *Committee on Leases)*
- (25) 21....
- (26) 22....
- (27 *Committee on Municipal Code Revision)*
- (28 *Committee on Municipal Institutions)*

- (29) Committee on Neighborhood and Community Affairs)
- (30) 23 Committee on Police, Fire *and Municipal Institutions*
- (31) 24....
- (32) Committee on Public Records and Information)
- (33) Committee on Public Utilities)
- (34) 25 Committee on Special Events (and World's Fair) *and Cultural Affairs*
- (35) 26....
- (36) 27....
- (37) 28....

And Be It Further Resolved, That Rule 36 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

In the second paragraph....

The Committee on Finance *and the Committee on the Budget* shall have a maximum of (thirty-four (34)) *thirty-five (35)* members *each* and all other committees shall have a maximum of fourteen (14) members. The (Vice-Mayor) *President Pro Tempore* shall serve as ex officio

In the fourth paragraph by adding the following:

....The membership, Chairman, and Vice-Chairman of subcommittees shall be appointed by the Chairman of the parent committee (.) *with the concurrence of a majority of the membership of the committee....*

And Be It Further Resolved, That Rule 37 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

1. The Committee on Administration, Reorganization, (and) Personnel *and Employment* shall have (jurisdiction over all matters concerning the reorganization of the agencies, departments and offices of the City government; the elimination, consolidation or merger thereof; and transfers of powers and functions among them; transfers of powers, duties of functions between the City government and other governmental entities; and the efficiency and operation of departments, agencies and offices not within the jurisdiction of the other standing committees; personnel promotions, transfers, demotions and discharges,

career services and merit systems, seniority and competitive examinations, and the enforcement and protection of employees. The committee shall have jurisdiction over employee grievances and the Department of Personnel.) *jurisdiction over matters concerning the reorganization, elimination, consolidation, merger, transfer of power duties or functions of agencies, departments and offices of the City government; efficiency of agencies, departments and offices not within the jurisdiction of other standing committees; and matters generally affecting the Department of Personnel.*

- (4) 3... The Committee on Alcoholism and Substance Abuse shall have jurisdiction over the Chicago Alcoholism Treatment Center and matters generally related to problems of alcoholism and controlled substance abuse.)

(5) 4....

(6) 5....

- 6 *The Committee on the Budget shall have jurisdiction over the City budget, and matters generally affecting the Budget office and related matters.*

- (8) The Committee on Cable Television shall have jurisdiction over all matters relating to Cable Television regulation, contracts and franchises, and all other communication technologies over which the City has jurisdiction.)

(9) 8....

- (10) 9 The Committee on Committees, (and) Rules, *Municipal Code Revision. The Committee shall also have jurisdiction over the updating, recodification, revision and rearrangement of the Municipal Code.*

The committee shall review the Code from time to time recommending non-substantive changes, and recommend the repeal of archaic or unnecessary ordinances. The Committee may recommend substantive changes in the Code or in portions thereof but shall in each case identify such changes in its report to the Council.

- 10 *The Committee on Community Maintenance and Development shall have jurisdiction over the Community Development Block Grant Program, matters affecting the Mayor's Office of Employment and Training, the Mayor's Office of Inquiry and Information, the Department of Human Services and such other matters as may relate to the development and maintenance of the City's neighborhoods not within the jurisdiction of the Committee on Housing.*

11. (The Committee on Community Services shall have jurisdiction over matters generally affecting the public's complaints regarding the Departments of Water and Sewers.)
- (12) 11 The Committee on (Cultural Development and) Historical Landmark Preservation shall have jurisdiction over (those matters which affect the cultural growth of the City and its cultural institutions and) the designation, maintenance and preservation of historical and architectural landmarks. The Committee shall also work in cooperation with those public and private organizations similarly engaged)) and shall also have jurisdiction over matters (generally affecting the Chicago Public Library, the Chicago Council on Fine Arts and) *affecting* the Commission on Chicago Historical and Architectural Landmarks.
- (13) 12....
- (14) 13....
- (15) The Committee on Employment shall have jurisdiction over all matters relating to employment practices and policies, including hiring.)
- (16) 14.... *The committee shall also have jurisdiction over all ordinances, orders, resolutions and matters affecting public utilities with the exception of those matters over which jurisdiction is conferred herein upon the Committee on Local Transportation.*
- (17) 15 The Committee on Finance shall have jurisdiction over the City (budget) tax levies, industrial revenue bonds, general obligation bonds and revenue bond programs, revenue and expenditure orders, ordinances and resolutions, the financing of municipal services and capital developments; and matters generally affecting (the Budget office,) the Department of Finance; and the solicitation of funds for charitable or other purposes on the streets and other public places. The Committee shall have jurisdiction over all matters pertaining to the audit and review of expenditures of funds appropriated by the Council or under the custody of the City Treasurer, and all claims under the Illinois Workmen's Compensation Act.
- (18) 16 The Committee on Health shall have jurisdiction over health and sanitation matters affecting general health care, control of specific diseases, mental health, *alcoholism and substance abuse*, food, nutrition and the environment and matters affecting the Department of Health(,) *and* the (Department) *Bureau* of Rodent Control.
- (19) 17 The Committee on Housing (and Neighborhood Development).
- (20) 18....

- (21) (The Committee on Human Services shall have jurisdiction over matters generally affecting the Department of Human Services.)
- (22) 19....
- (23) 20 The Committee on Land Acquisition, (and) Disposition and Leases....*The committee shall also have jurisdiction over all leases of real estate, or of space within buildings to which the City or any of its agencies, departments or officers, is a party.*
- (24) The Committee on Leases shall have jurisdiction over all leases of real estate, or of space within buildings to which the City, or any of its agencies, departments or officers is a party.)
- (25) 21....
- (26) 22....
- (27) The Committee on Municipal Code Revision shall have jurisdiction over the recodification, revision, rearrangement and clarification of the Chicago Municipal Code. The Committee shall review the code and from time to time recommending non-substantive changes, and repeal of archaic or unnecessary ordinances. The Committee shall be responsible for supervising the periodic updating of the Code. The committee may recommend substantive changes in the Code, or in portions thereof, but shall in each case identify such changes in its report to the Council.)
- (28) (The Committee on Municipal Institutions shall have jurisdiction over matters relating to the Chicago Public Library (excepting those matters within the jurisdiction of other standing committees), the care of abandoned infants and the care of dependent, neglected, or destitute crippled children.)
- (29) The Committee on Neighborhood and Community Affairs shall have jurisdiction over the Office of Inquiry and Information and City Hall operators and neighborhood outreach programs.)
- (30) 23 The Committee on Police, Fire and *Municipal Institutions*.....*The Committee shall also have jurisdiction over matters relating to the Chicago Public Library (excepting those matters within the jurisdiction of other standing committees), the care of abandoned infants, and care of dependent, neglected, or destitute crippled children.*
- (31) 24....
- (32) The Committee on Public Records and Information shall have jurisdiction over all ordinances, resolutions and matters relating to policies and procedures providing for the access to and dissemination of public records and information.)

(33) The Committee on Public Utilities shall have jurisdiction over all ordinances, orders, resolutions and matters affecting public utilities with the exception of those matters over which jurisdiction is conferred herein upon the committee on Local Transportation.)

(34) 25 The Committee on Special Events *and Cultural Affairs* (and World's Fair) shall have jurisdiction over all special events and related programs of the City, including parades, fests, tastes, community and neighborhood fairs. (and the World's Fair.)

The Committee shall also have jurisdiction over those matters which affect the cultural growth of the City and its cultural institutions. The Committee shall also have jurisdiction over matters generally affecting the cultural center of the Chicago Public Library and the Chicago Council on Fine Arts.

(35) 26

(36) 27

(37) 28

Be It Further Resolved, That Rule 40 is hereby amended in the following respects by striking certain language as bracketed below and inserting certain language in italics below:

.... Every Ordinance, Order, Resolution, Petition, Appointment or other matter referred to a standing committee on the City Council (excepting claims) shall appear on the agenda of the committee at the meeting of the committee next following its introduction, submission or referral to the committee.

Be It Further Resolved, That Rule 41 is hereby amended in the fourth and sixth paragraphs by striking certain language as bracketed below and inserting certain language in italics below in the first, second and fourth paragraphs:

Nothing in this Rule 41 or the Rules of Order and Procedure of the City Council shall preclude the introduction or submission of Ordinances, Orders or Resolutions, petitions or other propositions into a Committee of the City Council by an operating department, office or agency in order to facilitate an expeditious hearing on said matter or where an emergency exists. In addition, routine or repetitive matters may also be introduced directly into a Committee of the City Council for hearing. This provision shall not apply to matters described in paragraphs (a), (b), or (c) of this Rule.

Whenever any referred matter shall not have been reported back to the City Council by the Committee to which referred, within a period of (sixty (60)) *thirty (30)* days....

Whenever any referred matter other than appointments, shall not have been reported back to the City Council by the Committee to which referred within a period of (ninety (90))

sixty (60) days, any alderman may move to discharge the committee from further consideration of that matter. The motion to discharge shall be made under the order of "Miscellaneous Business", and shall require the affirmative vote of a majority of all aldermen entitled by law to be elected.

Be It Further Resolved, That Rule 44 is hereby amended by striking certain language as bracketed below and inserting certain language in the sixth paragraph in italics below:

If a committee report recommends that the Council do not adopt or pass an ordinance, resolution or order, at the time such report is presented, or at the next meeting of the Council if action on such report *has been* (is) deferred, such ordinance, resolution, or order shall be automatically tabled and may not be further considered, unless (the aldermanic sponsor) *a member of the body* moves to disapprove the committee report and such motion is adopted by the affirmative vote of a majority of the aldermen entitled by law to be elected. *The* (such) *motion to disapprove the committee report* may be deferred only until the next regular meeting of the Council and may not be renewed thereafter. If (such) the motion *to disapprove* is (duly) adopted, the ordinance, resolution or order shall be before the Council.

Alderman Evans next called up for consideration the fourth category of the divided resolution, the rescission of the assignment of chairmen, vice-chairmen and members to standing committees of the City Council passed on May 2, 1983 and making new assignments.

Alderman Bloom then moved to amend the fourth category of the divided resolution as follows:

"I move to amend the Resolution in the following manner: Alderman Kelley is substituted for Alderman Bloom as Chairman of the Committee on Committees and Rules, Alderman Bloom becomes a member of said committee;

Alderman Natarus is substituted for Alderman Kelley as Chairman of the Committee on Local Transportation;

Alderman Bloom is substituted for Alderman Natarus as Chairman of the Committee on Housing and Neighborhood Development;

Alderman Kellam is substituted for Alderman Hagopian as Chairman of the Committee on Land Acquisition and Leases."

Alderman Burke moved to refer the fourth category of the divided resolution and Alderman Bloom's proposed amendment to same to the Committee on Committees and Rules.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to refer and ruled the motion to refer *Failed* 25-26.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

On motion of Alderman Bloom, the proposed amendment to the fourth category of the divided resolution was *Passed* by a viva voce vote.

Said amendment, as passed, reads as follows:

Alderman Kelley is substituted for Alderman Bloom as Chairman of the Committee on Committees and Rules, Alderman Bloom becomes a member of said committee;

Alderman Natarus is substituted for Alderman Kelley as Chairman of the Committee on Local Transportation;

Alderman Bloom is substituted for Alderman Natarus as Chairman of the Committee on Housing and Neighborhood Development;

Alderman Kellam is substituted for Alderman Hagopian as Chairman of the Committee on Land Acquisition and Leases.

Alderman Evans next moved the previous question.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of moving the previous question and ruled the motion *Prevailed* 26-25.

Thereupon, the clerk called the roll on the fourth category of the divided resolution, as amended, and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote in favor of the motion and ruled the fourth category of the divided resolution, as amended, *Adopted* 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

Alderman Burke moved to appeal the ruling of the Chair, stating that the Council's rules required the affirmative vote of twenty-six aldermen entitled by law to be elected and that was not the case as the Chair had cast the twenty-sixth vote.

The Chair then stated, "Shall the Chair be sustained?"

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler, Stone -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to appeal and ruled the Chair had been sustained 26-25.

The amended fourth category of the divided resolution, as *Passed*, reads as follows:

And Be It Further Resolved, That the Resolution assigning Chairmen, Vice-Chairmen and Members to standing Committees of the City Council passed on May 2, 1983 and as further amended is hereby rescinded in its entirety, and,

Be It Further Resolved, That the following assigned Chairmen, Vice-Chairmen and Members to standing Committees of the City Council be substituted in its stead:

1. *Committee on Administration, Reorganization, Personnel and Employment*

Madrzyk (Chairman), Soliz (Vice-Chairman), Evans, Beavers, Humes, Langford, Henry, Gabinski, Giles, Natarus, Orbach, Volini

2. *Committee on Aviation*

Garcia (Chairman), Beavers (Vice-Chairman), Bloom, Hutchinson, Madrzyk, Henry, W. Davis, Smith, Hagopian, Santiago, Pucinski

3. *Committee on Beautification and Recreation*

Streeter (Chairman), Gutierrez (Vice-Chairman), Roti, Tillman, Huels, Majerczyk, Langford, W. Davis, Natarus, Volini, Schulter

4. *Committee on the Budget*

Evans (Chairman), Oberman (Vice-Chairman), Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Burke, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Gabinski, Mell, Frost, Giles, Cullerton, Laurino, Pucinski, Natarus, Volini, Orr, Stone

5. *Committee on Buildings*

Roti (Chairman), Henry (Vice-Chairman), Hutchinson, Sheahan, Sherman, Smith, Giles, Cullerton, Oberman, Orr, Stone

6. *Committee on Claims and Liabilities*

W. Davis (Chairman), Hutchinson (Vice-Chairman), Bloom, Beavers, Vrdolyak, Sherman, Garcia, Santiago, Kotlarz, Orbach, Volini

7. *Committee on Committees, Rules and Appointments*

Kelley (Chairman), Sawyer (Vice-Chairman), Evans, Bloom, Humes, Majerczyk, Krystyniak, Henry, D. Davis, Hagopian, Mell, Frost, Oberman

8. *Committee on Community Maintenance and Development*

Frost (Chairman), Smith (Vice-Chairman), Roti, Tillman, Rush, Evans, Humes, Majerczyk, Madrzyk, Burke, Orr

9. *Community on [Cultural Development and] Historical Landmark Preservation*

Schulter (Chairman), Tillman (Vice-Chairman), Rush, Bloom, Kelley, Henry, W. Davis, Hagopian, Laurino, Oberman, McLaughlin, Volini

10. *Committee on Economic Development*

Hansen (Chairman), Beavers (Vice-Chairman), Tillman, Humes, Hutchinson, Carter, Sherman, Soliz, Gutierrez, Pucinski, Oberman, Orbach, Orr

11. *Committee on Education*

Langford (Chairman), Oberman (Vice-Chairman), Tillman, Humes, Beavers, Hutchinson, Carter, Kelley, Garcia, Krystyniak, Henry, Soliz, Santiago, O'Connor

12. *Committee on Energy, Environmental Protection and Public Utilities*

Rush (Chairman), Hutchinson (Vice-Chairman), Huels, Burke, Langford, Streeter, W. Davis, Smith, O'Connor, McLaughlin, Volini

13. *Committee on Finance*

Burke (Chairman), Evans (Vice-Chairman), Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Madrzyk, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Gabinski, Mell, Frost, Giles, Laurino, Pucinski, Natarus, Oberman, Volini, Orr, Stone

14. *Committee on Health*

D. Davis (Chairman), Carter (Vice-Chairman), Smith, Kellam, Gutierrez, Smith, Hagopian, Frost, O'Connor, Hansen

15. *Committee on Housing*

Bloom (Chairman), Gutierrez (Vice-Chairman), Evans, Carter, Kelley, Santiago, Mell, Banks, Oberman, Hansen, Orr

16. *Committee on Human Rights and Consumer Protection*

Humes (Chairman), Giles (Vice-Chairman), Rush, Evans, Madrzyk, Sheahan, Sherman, D. Davis, Gabinski, Kotlarz, Orr

17. *Committee on Intergovernmental Relations*

Pucinski (Chairman), Humes (Vice-Chairman), Rush, Bloom, Huels, Majerczyk, Soliz, Frost, Giles, Oberman, Volini

18. *Committee on Land Acquisition, Disposition and Leases*

Kellam (Chairman), Gutierrez (Vice-Chairman), Bloom, Beavers, Kelley, Sherman, Natarus, Hansen, Orbach, Volini

19. *Committee on License*

Huels (Chairman), Henry (Vice-Chairman), Rush, Evans, Vrdolyak, Majerczyk, Langford, Streeter, Sheahan, Kelley, Natarus

20. *Committee on Local Transportation*

Natarus (Chairman), Giles (Vice-Chairman), Streeter, Sherman, Soliz, Henry, D. Davis, Hagopian, Santiago, Banks, Orr

21. *Committee on Police, Fire and Municipal Institutions*

Sheahan (Chairman), Sherman (Vice-Chairman), Tillman, Humes, Huels, Carter, Streeter, Kellam, Kelley, W. Davis, D. Davis, Oberman, McLaughlin

22. *Committee on Ports, Wharves and Bridges*

Stone (Chairman), Rush (Vice-Chairman), Henry, Hutchinson, Vrdolyak, Kelley, Garcia, Smith, Giles, O'Connor, Orbach

23. *Committee on Special Events and Cultural Affairs*

Orr (Chairman), Tillman (Vice-Chairman), Streeter, Krystyniak, Henry, W. Davis, D. Davis, Mell, Kotlarz, Banks, Giles

24. *Committee on Streets and Alleys*

Cullerton (Chairman), Beavers (Vice-Chairman), Streeter, Garcia, D. Davis, Frost, Giles, Orr, Laurino, O'Connor, McLaughlin

25. *Committee on Traffic Control and Safety*

Laurino (Chairman), Smith (Vice-Chairman), Tillman, Bloom, Huels, Majerczyk, Streeter, Kelley, Frost, Garcia, Hansen

26. *Committee on Zoning*

Gabinski (Chairman), Langford (Vice-Chairman), Roti, Evans, Bloom, Beavers, Sherman, Garcia, Gutierrez, D. Davis, Natarus, Hansen, Schulter

27. *Committee on Aging and Disability*

Volini (Chairman), Langford (Vice-Chairman), Humes, Carter, Sheahan, Garcia, Gutierrez, Frost, Kotlarz, Orbach, Stone

28. *Committee on Animal Care and Control*

Sherman (Chairman), Carter (Vice-Chairman), Tillman, Evans, Madrzyk, Langford, Krystyniak, Gutierrez, Kotlarz, Cullerton, Natarus

Alderman Bloom then moved to reconsider the vote on all matters relating to the resolution raised by Alderman Evans including its four parts.

Thereupon, the clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Soliz, Hagopian, Santiago, Gabinski, Mell, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter, Stone -- 25.

Nays -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Natarus, Oberman, Volini, Orr -- 25.

Upon announcing the vote, the Chair cited the Illinois Revised Statutes as its authority, cast its vote against the motion to reconsider, and ruled the motion to reconsider lost 25-26.

Referred -- AMENDMENT OF ANNUAL APPROPRIATION
ORDINANCE FOR YEAR 1986.

A proposed ordinance, presented by Aldermen Evans, Bloom, Sawyer, Volini and Orr, amending the Annual Appropriation Ordinance for the Year 1986 by reducing the appropriation for various committees of the City Council.

Two committees having been called (the Committee on the Budget and the Committee on Finance), the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Aldermen Evans and Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Friday the sixth (6th) day of June, 1986, at 10:00 A.M. be and the same is hereby fixed to be held on Wednesday the twenty-fifth (25th) day of June, 1986, at 10:00 A.M. in the Council Chamber in City Hall.

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

On motion of Aldermen Evans and Burke, the following proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

Adjournment.

Thereupon, Aldermen Evans and Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned*, to meet in regular meeting on Wednesday, June 25, 1986, at 10.00 A.M., in the Council Chamber in the City Hall.

A handwritten signature in black ink, reading "Walter S. Kozubowski". The signature is written in a cursive style with a large, looping initial "W".

WALTER S. KOZUBOWSKI,
City Clerk.