

**COPY**



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

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**Regular Meeting—Friday, July 23, 1982**

**at 11:00 A.M.**

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

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**OFFICIAL RECORD.**

**JANE M. BYRNE**  
Mayor

**WALTER S. KOZUBOWSKI**  
City Clerk

**Attendance at Meeting.**

*Present*--Honorable Jane M. Byrne, Mayor and Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone.

*Absent*--Aldermen Hagopian, Orr.

**Call to Order.**

On Friday, July 23, 1982 at 11:00 A.M. (the day and hour appointed for the meeting) Honorable Jane M. Byrne, 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, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--45.

Quorum present.

On motions of Alderman Martinez and Alderwoman Volini, respectively, it was ordered noted in the Journal that Aldermen Hagopian and Orr were absent due to illness.

**Invocation.**

Alderman Eugene Ray, 27th Ward, opened the meeting with prayer.

**REPORTS AND COMMUNICATIONS FROM  
CITY OFFICERS.**

*Referred*--MAYOR'S APPOINTMENT OF FRANK DAMATO AS ALDERMAN OF  
37th WARD TO FILL VACANCY.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43) *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 23, 1982.

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

LADIES AND GENTLEMEN--I have appointed Frank Damato as Alderman of the 37th Ward of the City of Chicago, to fill the vacancy created by the death of Thomas J. Casey.

Your approval of this appointment is respectfully requested.

Very truly yours,  
(Signed) JANE M. BYRNE,  
Mayor.

CITY COUNCIL INFORMED AS TO PUBLICATION  
OF ORDINANCES.

The City Clerk informed the City Council that all those ordinances which were passed by the City Council on July 22, 1982 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on July 23, 1982, 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 July 22, 1982, [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], which printed pamphlet copies were delivered to the City Clerk on July 23, 1982.

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:

*Claims against City of Chicago.*

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

Carnes Prestal F.;  
Dubina Nancy;  
Garrett Haziel, Gurzejk Joseph P.;  
Hayne Mrs. Harry;  
Lusk Eddie Sr.;  
Myers Ora L.;  
Pietsch Phillip G.;  
Repen Patrick J., Robinson Lois;  
Smolensky J. H.;  
Tinhar Corp.;  
Wencel Helen;  
Zygmun Leon S.

*Placed on File*--NOTIFICATIONS AS TO SELECTION OF PROXY OF  
MAYOR TO SPECIFIED BONDS, ETC.

The City Clerk transmitted the following communications, which were *Placed on File*.

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 22, 1982.

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Daniel Murphy as my

proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all Wastewater Transmission Revenue Bonds, Series of July, 1982, authorized to be issued in the principal amount of \$35,000,000 by Ordinance adopted by the City Council of the City of Chicago on July 15, 1982, and any other instrument, certificate or document required to be signed by the Mayor pursuant to such Ordinance.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Daniel Murphy and with the proxy's signature underneath, all as required by statute.

Very truly yours,  
(Signed) JANE M. BYRNE,  
Mayor.

[Signatures appended as stated]

OFFICE OF THE MAYOR  
CITY OF CHICAGO

July 22, 1982.

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

GENTLEMEN--Please take notice that I have selected and do hereby designate Daniel Murphy as my proxy for me and in my name, place and stead to affix my signature as Mayor of the City of Chicago to any and all instruments, certificates or documents required to be signed by the Mayor pursuant to an Ordinance adopted by the City Council of the City of Chicago on June 30, 1982, authorizing up to \$100,000,000 of City of Chicago Multi-Family Construction Loan Revenue Notes Series 1982 (FHA-Insured Advances), including the Financing Agreements, Trust Indenture, Arbitrage Certificate and other closing certificates and related documents.

Appended hereto is a written signature of my name as the same will appear on such Bonds and other documents as executed by said Daniel Murphy and with the proxy's signature underneath, all as required by statute.

Very truly yours,  
(Signed) JANE M. BYRNE,  
Mayor.

[Signatures appended as stated]

REPORTS OF COMMITTEES.

Committee reports were submitted as indicated below. No request under the statute was made by any two aldermen present to defer any of said reports for final action thereon, to the next regular meeting of the Council, except where otherwise indicated.

COMMITTEE ON FINANCE.

Transfer of Funds Authorized and Directed.

The Committee on Finance submitted a report recommending that the City Council pass (2) two proposed ordinances transmitted therewith, to authorize the transfer of funds in the following departments:

- Department of Aviation
- Department of Personnel.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following are said ordinances as passed (the *Italic* heading in each case not being a part of the ordinance):

*Department of Aviation.*

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account shown will leave sufficient unencumbered to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-8653-157	Rental of Equipment and Services	\$70,000.00

<i>To:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-8653-340	Material and Supplies	\$70,000.00

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

*Department of Personnel.*

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1982. The department head making the request for this transfer has certified that such transfer from the account the shown will leave sufficient unencumbered to meet all liabilities that have been or may be incurred during the year 1982 payable from such appropriations.

<i>From:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1711-149	Professional Services	\$ 8,500.00

<i>To:</i>		
<i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-1711-422	Office Machines	\$ 8,500.00

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

**Authority Granted for Acquisition of Land for  
New Central Public Library.**

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

WHEREAS, It has heretofore been determined by this Body that it is useful, desirable and necessary to the City of Chicago to acquire for public use a site for a Central Public Library; now, therefore,

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

SECTION 1. The Corporation Counsel is authorized and directed to pursue negotiations with the owner and lessee of the parcel legally described as:

The North half of Lot 2 in Block 7 of Fractional Section 15 Addition Blocks 1 to 12, in Section 15, Township 39 North, Range 14 Cook County, Illinois.

SECTION 2. In the event the Corporation Counsel is not able to agree with the owner or owners of said property upon the purchase price, as approved by the City Council, or the title of said property is so clouded as to preclude the City from obtaining a clear title, then Corporation Counsel is authorized and directed to institute eminent domain proceedings in the name of the City of Chicago to acquire said property for the public use as herein set forth.

SECTION 3. This ordinance shall be effective immediately upon passage thereof.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Approval Given to Site Designation for Campus Improvements  
for Near North Career Magnet High School.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, giving approval to the site designation for campus improvements for the Near North Magnet High School located in the vicinity of Frontier, Weed, Larrabee and Blackhawk Streets.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, The Legislature found and declared it to be necessary and desirable to make possible the construction, acquisition or enlargement of public improvements, buildings and facilities at convenient locations within the county seats and municipalities for use by governmental, health, safety and welfare services; and

WHEREAS, The Public Building Commission Act of the State of Illinois provides a means for acquiring and funding buildings, improvements and facilities required by local public bodies in rendering essential governmental services; and

WHEREAS, Pursuant to said Act, the City Council of the City of Chicago on March 28, 1956, by ordinance created the Public Building Commission of Chicago to assist in the acquisition and construction of public improvements; and

WHEREAS, On July 12, 1956, the Board of Education of the City of Chicago joined in the organization of the Public Building Commission of Chicago; and

WHEREAS, The Board of Education of the City of Chicago has heretofore participated in a program for construction of public schools and other educational facilities in cooperation with the Public Building Commission of Chicago and other governmental agencies; and

WHEREAS, The Board of Education of the City of Chicago now deems it to be expedient, necessary and desirable to enlarge the campus area of the Near North Career Magnet High School; and

WHEREAS, By Resolution dated September 23, 1981, the Board of Education of the City of Chicago requested that the Public Building Commission of Chicago undertake to acquire, fund, plan and construct improvements to develop the addition of the Near North Career Magnet High School site for parking and recreational purposes; and

WHEREAS, The Board of Education of the City of Chicago and the Public Building Commission of Chicago shall, in connection with this project, enter into a net lease or leases, non-cancellable in any event, under the terms of which the Board of Education shall pay such amounts of rents as will be sufficient to amortize all costs and expenditures incurred in connection with this project, which costs and expenditures will be financed by the issuance of revenue bonds by the Public Building Commission of Chicago, and the principal and interest on which bonds will be amortized in not more than twenty years; and

WHEREAS, The subject area lies wholly within the territorial limits of the City of Chicago, is conveniently located and of sufficient size to accomplish and effectuate the aforesaid purposes and sufficient to provide appropriate architectural setting and adequate landscaping for such facility; and

WHEREAS, The Public Building Commission of Chicago has selected, located and designated the following described area as a site to be acquired for the funding, planning and constructing of campus improvements for the Near North Career Magnet High School; and

WHEREAS, Pursuant to Section 14 of the Public Building Commission Act, the Public Building Commission of Chicago has requested that the City Council of the City of Chicago approve the site so selected, located and designated; now, therefore,

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

SECTION 1. The City Council of the City of Chicago does hereby approve the following described site, heretofore selected, located and designated by the Public Building Commission of Chicago, for funding, planning, acquiring and constructing improvements to provide recreational and parking facilities for the Near North Career Magnet High School:

Lots One (1) to Five (5) (except parts taken for Street) in Bulman's Subdivision of Lot One Hundred Sixty-five (165) in Butterfield's Addition to Chicago in Section Four (4), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, Illinois;

Also

The South one-half (½) of Vacated West Weed Street lying easterly of North Ogden Avenue and West of North Larrabee Street in the City of Chicago County of Cook in Illinois;

Also

Lots One (1) and Five (5) (except that part of said Lots taken for street) in Assessor's Division of Lot One Hundred Sixty-seven (167) in Butterfield's Addition to Chicago in Section Four (4), Township Thirty-nine (39) North, Range Fourteen (14) in Cook County, Illinois;

Also

That part of Lot One Hundred Sixty-six (166) lying easterly of the Easterly line of Ogden Avenue in Butterfield's Addition to Chicago in the North West Quarter of Section Four (4), Township Thirty-nine (39) North, Range Fourteen (14) in Cook County, Illinois;

Also

That part of Lots One (1) and Two (2) lying East of the East line of Ogden Avenue in Baum's Subdivision of the West Fifteen (15) feet of Lot Ten (10), and all of Lot Eleven (11) in the Subdivision of Lot One Hundred Sixty-eight (168) in Butterfield's Addition to Chicago, also the South Half of the West Half and the South Twenty-two (22) feet of the North Half of the West Half of Lot One Hundred Sixty-seven (167) in said Butterfield's Addition to Chicago, in Section Four (4), Township Thirty-nine (39) North, Range Fourteen (14) East of the Third Principal Meridian according to the Plat thereof recorded August 14, 1915 as Document 5691517, in Cook County, Illinois;

Also

Lots 9 thru 17 (except that part of Lots 9 and 10 taken for Ogden Avenue) in Bulman's Subdivision of Lot 165 in Butterfield's Addition to Chicago in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; and

Also

All that part of Lot 166, lying West of the Westerly line of Ogden Avenue, in Butterfield's Addition to Chicago in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; and

Also

Lot 2 (except that part taken for Ogden Avenue) in Assessor's Division of Lot 167 in Butterfield's Addition to Chicago, in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; and

Also

That part of Lot 1, lying West of the Westerly line of Ogden Avenue, in Christoph F. Baum's Subdivision of parts of Lots 167 and 168 in Butterfield's Addition to Chicago, in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; and

Also

Lots 15, 16 and 17 (except parts of Lots 15 and 16 taken for Ogden Avenue) in the Subdivision of Lot 168 in Butterfield's Addition to Chicago, in the Northwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian; and



Also

That part of the East 15 ft. of N. Frontier Street lying North of the North Line of W. Blackhawk Street extended West, and lying South of the North Line of W. Weed Street, extended West; and

Also

All that part of W. Weed Street lying West of the Westerly line of N. Ogden Avenue and East of the East Line of N. Frontier Street, extended all in the City of Chicago, Cook County, Illinois.

SECTION 2. This ordinance shall be effective immediately upon the passage thereof.

**Authority Granted to Advertise for Sale Property Held  
in Trust for Use of Schools at Various Locations.**

The Committee on Finance submitted thirteen proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith, to authorize advertisement for sale of certain parcels of Board of Education property (Held in Trust for the Use of Schools) at various locations.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*No. 2839 W. Fillmore St.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held on June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held on June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 9, inclusive, Lots 36 to 44, inclusive, and vacated alley adjoining said Lots in Block 2 in Helen

Culver's Douglas Park Subdivision of Blocks 25, 26 and 27 in G. W. Clark's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

which has a frontage of 267.04 feet on W. Fillmore Street, 239.6 feet on S. Mozart Street, 223.6 feet on S. Francisco Avenue and contains approximately 66,609 square feet/1.52 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 1256 S. Homan Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held on June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held on June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Sub Lots 1 to 14, inclusive, and vacated alley adjoining Lots 1, 7, 8 and 14, in Subdivision of Lots 1 to 6, 43 to 48 in Block 4 in D. S. Goodwin's Subdivision of the Northwest quarter of the Northeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lots 7 to 13, 33 to 42 and vacated alley adjoining Lots 7 to 13, and 37 to 42, in Block 4 in D. S. Goodwin's Subdivision of the Northwest quarter of the Northeast quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 319.0 feet on S. Homan Avenue, 400.0 feet on W. 13th Place and 325.0 feet on W. 12th Place, containing approximately 112,176 square feet/2.57 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 1355 S. Kedvale Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 25 to 48, Block 6 in William A. Merigold's Resubdivision of the North 50 acres of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Also

Lots 21 and 22, in Block 11 in William A. Merigold's Resubdivision of the North 50 acres of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 649.0 feet on S. Kedvale Avenue, 125.65 feet on north and south sides of W. 14th Street and contains 81,608 square feet/1.87 acres.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 3815 N. Kedvale Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 7 to 24, inclusive, and vacated alley (by Ordinance Rec. 6/27/22) adjoining said Lots in Block 37 Irving Park Subdivision being the South East quarter of Section 15 and the North half of the North East quarter of Section 22, Township 40, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 450.0 feet on N. Kedvale Avenue, 362.2 feet on W. Grace Street, 450.0 feet on N. Keystone Avenue, and contains approximately 159,972 square feet/3.67 acres, is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

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*No. 6657 S. Kimbark Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 6, both inclusive, in Draper and Kramer's Resubdivision of Lots 10, 11 and 12 in Block 10 and Lots 13, 14 and 15 in Block 11 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of that part of the West half of the North East quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the Right of Way of Illinois Central Railroad in Cook County, Illinois

Also

Lots 9, 16, 17, 18 and 19 in Block 11 in Oglesby's Subdivision of Blocks 10 and 11 in Wait and Bowen's Subdivision of that part of the West half of the North East quarter of Section 23, Township 38 North, Range 14 East of the Third Principal Meridian lying West of the Right of Way of Illinois Central Railroad in Cook County, Illinois

which has a frontage of 336.0 feet on S. Kimbark Avenue, 165.0 feet on E. 67th Street and contains approximately 63,690 square feet/1.46 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 4626 N. Knox Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 24, Block 15, "Montrose" a Subdivision of the North West quarter and North half of the South West quarter of Section 15, Township 40 North, Range 13 and the East half of Lot 1 School Trustee Subdivision being East 40 acres of the North half of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 600.0 feet on N. Knox Avenue, 600.0 feet on N. Kilpatrick Avenue, 270.0 feet on W. Leland Avenue, 270.0 feet on W. Wilson Avenue, and contains 162,000 square feet/3.72 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 7010 S. Princeton Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 6, both inclusive, and the West half of vacated S. Princeton Avenue adjoining Lots 1, 2 and 3 in Block 11 in Normal School Subdivision of West half of the South East quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lot 1 in Maloney's Subdivision of Lots 1 and 2 (except the South 33 feet thereof) in Block 12 in Normal School Subdivision of the West half of the South East quarter of Section 21, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 265.8 feet on vacated S. Princeton Avenue, 236.7 feet on W. 70th Street, 316.1 feet on W. 70th Place, 22.41 feet on S. Princeton Avenue, and contains approximately 73,467 square feet/1.69 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 9300 S. Princeton Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and.

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 21A and 21B and that part of Lots 20A and 20B which lies South of a straight line drawn from the most Northerly corner of said Lot 21A to a point of compound curve in the Westerly line of Princeton Avenue, said point being 250.53 ft. Northerly of the most Southerly corner of said Lot 20B, measured along said Westerly line of Princeton Avenue, said point is also 1109.02 ft. North of the baseline, and 329.76 ft. west of the West line of Wentworth Avenue said baseline forms a right angle with the East line of the West half of the South East quarter of Section 4 at a point which is 396 ft. north of the South East corner of said East half, all in Princeton Park Unit No. 2, a Subdivision of part of the West half of the South East quarter of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat recorded May 24, 1946, in Book 359 of plats, pages 44 to 47 as Document No. 13803843;

Also

Those parts of Lots 20A and 20B in Princeton Park Unit No. 2 aforementioned described as follows to wit: Commencing at a point of compound curve in the Easterly line of said Lot 20B which is also the Westerly line of Princeton Avenue, said point being 250.53 feet Northerly of the most Southerly corner of said Lot 20B, measured along said Westerly line of Princeton Avenue, said point is also 1109.02 feet north of the baseline and 329.76 feet west of the West line of Wentworth Avenue said baseline forms a right angle with the East line of the West half of the South East quarter of Section 4. at a point which is 396 feet north of the South East corner of said West half, thence Northeasterly, along the said Westerly line of Princeton Avenue a distance of 146.01 feet to a point which is 20 feet southerly of, at right angle measurement, from the Southerly line of Lot 25 in said Princeton Park, Unit No. 2; thence North 80 degree-59 feet west along a line which is 20 feet Southerly of and parallel with said Southerly line of said Lot 25 for a distance of 335.41 feet to the point of intersection of a line which is 20 feet southeasterly of and parallel with the Southeasterly line of Lot 17 in Princeton Park aforesaid; thence South 36 degrees-25 feet - 20 inches west on said last described line for a distance of 213.79 feet to the point of intersection of said line with the Northerly line of Lot 21A in Princeton Park aforesaid; thence North 77 degrees - 57 feet East along the Northerly line of said Lot 21A, a distance of 78.81 feet to northern most corner of said Lot 21A; thence Easterly in a straight line, a distance of 347.38 feet to the place of beginning; in Cook County, Illinois

which has a frontage of 637.10 feet on S. Princeton Avenue and 419.89 feet on S. Harvard Avenue containing approximately 189,975 square feet/4.35 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.



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

*No. 4915 S. St. Lawrence Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lots 1 to 7, inclusive, North half of Lot 19 and all of Lots 20 to 24, inclusive, and vacated alleys adjoining said Lots in Block 1 in "Washington Park" Subdivision of the North West quarter of the South East quarter of the North East quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lot 8 and the South 22 feet of Lot 1 in Robert's Subdivision of part of the North half of the South West quarter of the North East quarter of Section 10, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which has a frontage of 350.0 feet on the East side of St. Lawrence Avenue, 274.06 feet on East 49th Street, 275.0 feet on S. Champlain Avenue, 71.9 feet on the West side of S. St. Lawrence Avenue and contains 91,014 square feet/2.09 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*Nos. 2619-2627 W. Warren Blvd./  
Nos. 17-27 N. Talman Av.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 9, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 9, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

East 23 feet of Lot 18 and all of Lots 19, 20 and 21 in Pollock's Subdivision of 4 Acres in the South half of the South East quarter of Section 12, Township 39, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which property has a frontage of 95.0 feet on W. Warren Boulevard 126.0 feet on N. Talman Avenue, and has an area of approximately 11,970 square feet/0.27 acres of vacant land not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 5600 W. Washington Blvd.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 9, 1982; by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 9, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

The South 20 feet of Lot 20 and all of Lot 21 also the West 117.5 feet of Lots 22 to 26, inclusive, in Block 1 of Craft's Addition to Austinville, being Craft's Subdivision of the West 36.14 acres of the South 43-3/4 acres of the West half of the South West quarter of Section 9, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

Also

Lot 21 (except the North 20 feet in even width thereof), all of Lots 22 to 26, both inclusive, and all of Lots 41 to 52, both inclusive; also that part of the north and south alley, now vacated, lying South of the South line of the North 20 feet of Lot 21 extended East to the West line of Lot 47, and North of the South line of Lot 26, extended East of the West line of Lot 52, all in Block 1 in Henry Waller's Subdivision of the South 43-3/4 acres of the East half of the Southeast quarter of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 493.5 ft. on W. Washington Boulevard, 130 feet on N. Parkside Avenue, 300.0 feet on west side of N. Central Avenue, 170.0 feet on east side of N. Central Avenue and contains approximately 101,816 square feet/2.34 acres, is improved with a school building that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 1901 W. 35th St.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

North 134 feet of West 267 feet of East 300 feet of Block 24 in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois

Also

Lots 32 to 36 and vacated alley North of Lot 36 in Sub Block 1, Crepin's Subdivision (except North 134 feet of West 267 feet of East 300 feet) of Block 24 in Canal Trustees Subdivision of the East half of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois which has a frontage of 267.0 feet on W. 35th Street, 274.5 feet on S. Wolcott Street, 134.0 feet on S. Winchester Avenue and contains 53,424 square feet/1.23 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

*No. 750 E. 40th St.*

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held June 9, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

WHEREAS, The Board of Education of the City of Chicago, at said regular meeting held June 9, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

WHEREAS, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

SECTION 1. That the following described property, to-wit:

Lot 5 (except North 10 feet of East 90 feet also except the North 7 feet of the West 85 feet thereof) and Lot 6, all of Lots 7, 10, 11 and East half of Lot 14 (except the North 7 feet of Lots 7, 10, 11 and East half of Lot 14 taken for alley); Sub-Lot 14 in subdivision of Lots 16, 17, 18 and West half of Lots 13 and 14 in Block 4 in Cleaverville Addition, a subdivision of the North half of the North East quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

which land has a frontage of 575.0 feet on E. 40th Street, a frontage of 190.0 feet on S. Cottage Grove Avenue and has a total area of approximately 107,555 square feet, is improved with a two-story school building, now vacant and not used for any school purpose, and is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

SECTION 3. Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

SECTION 4. All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

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

**Authority Granted to Repeal Advertisement for Sale of  
School Property Located at No. 2216 W. Hirsch St.**

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

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

SECTION 1. That an ordinance passed by the City Council on June 9, 1982, printed on pages 11004-05 of the Journal of the Proceedings of said date, authorizing the City Comptroller to advertise for sale school property of the Board of Education of the City of Chicago located at No. 2216 W. Hirsch Street, be and the same is hereby repealed.

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Lease Agreement Authorized with Sims Auto Parts, Inc.  
for Vacant Property Located at No. 2615 S. State St.**

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

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Sims Auto Parts Incorporated, for approximately 12,960 square feet of vacant property to be used for parking purposes at No. 2615 S. State Street, for use by the Department of Health; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on page 11778 of this Journal].

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

Riders "A" and "B" attached to this ordinance read as follows:

**RIDER "A"**

**Notification Provision.**

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee, at the premises and in addition, to the Assistant Comptroller, Real Estate, Comptroller's Office, No. 205 W. Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said location.

**RIDER "B"**

**Lessor and Lessee Responsibilities.**

Lessor Under This Lease Shall:

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by the respective governmental taxing bodies.

Provide and pay for the prompt removal of snow and ice from demised premises and sidewalks abutting the demised premises.

Provide and maintain at all time public liability insurance in the amount of \$500,000 per occurrence and \$500,000 aggregate bodily injury and \$250,000 per occurrence property damage; with the City to receive a certificate of insurance for said coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with the lessee to receive a certificate of insurance for said renewal at least thirty (30) days prior to the annual renewal date. Should any of the above described policies be cancelled before the expiration date, the lessor shall mail to the lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days of receipt thereof.

(Continued on page 11779)

LEASE--Short Form

Form C. O. No. 1B

City of Chicago

This Agreement,

Made this..... day of.....

A. D. 1982, between Sims Auto Parts Incorporated, An Illinois Corporation

..... as Lessor  
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 12,960 square feet of vacant property to be used for parking purposes located at 2615 South State Street for the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of May or date of occupation whichever occurs later A. D. 1982, and ending on the 30th day of April A. D. 1987. Lessee has the right to terminate this lease upon 30 days prior written notice at the address cited herein

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Mr. Elgie Sims, 2701 S. State St., Chicago, IL 60616 or at such other place as the Lessor from time to time in writing may appoint. For lessor to lessee Notification Provisions See Rider "A" Attached Hereto and made a Part Hereof  
Lessee shall pay rent for said premises during the continuance of this lease at the rate of Two Hundred Seventy Five and no/100 (\$275.00) Dollars per month, payable in advance on the first day of each calendar month by the office of the City Comptroller. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten days after written notice thereof sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Additional Responsibilities of

Lessor and Lessee See Rider "B"

Attached Hereto and Made a Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease.

In case said premises shall be rendered untenable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee shall be excused from payment of the period of such rebuilding.

(Signature forms omitted for printing purposes).

(Continued from page 11777)

Comply with all provisions of Chicago Municipal Building Code in the repair, construction and maintenance of the demised premises.

Provide and pay for electricity one night a week to light the demised premises from 5:00 P.M. to 10:00 P.M., said night to be selected by lessee

**Lessee Under This Lease Shall:**

Have the right to terminate lease upon thirty (30) days prior written notice to lessor at the address cited herein.

**Additional Clauses To Be Included In Lease:**

In the event of breach of any of the covenants, terms and conditions contained herein by the lessor, lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to the lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the lessor of any right created thereby.

In the event the Lessor should fail to furnish any of the alterations, repairs or services as required by this lease, or fail to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code not caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after the lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards or building code violations corrected and deduct the cost and expense thereof from the rental herein due under this lease or immediately terminate this lease by providing the lessor written notice by certified or registered mail at the address cited herein.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Leases Authorized between City and Foster and Kleiser (Metromedia, Inc.)  
for Erection and Maintenance of Advertising Signs at Sundry Locations.**

The Committee on Finance submitted two proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances transmitted therewith, authorizing leases between the City and Foster and Kleiser (Metromedia, Inc.) for erection and maintenance of advertising signs at sundry locations.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.



The following are said ordinances as passed:

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the City of Chicago, a Municipal Corporation, as lessor, to Foster and Kleiser, a Division of Metromedia, Incorporated, as lessee, for approximately 2,958 square feet of vacant land on the southwest corner of Ashland Avenue and Armitage Avenue, solely for the purpose of the erection and maintenance of advertising signs with said lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on  
page 11781 of this Journal]

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

Riders "A" and "B" attached to this ordinance read as follows:

RIDER "A"

Rental Payment Provision.

Lessee shall pay rent for said premises during the continuance of this lease at the following rates:

Fifteen Thousand and No/100 Dollars (\$15,000.00) for the period beginning on the 17th day of February, 1982 and ending on the 16th day of February, 1983, with said rent to be paid upon the complete execution of this document.

Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) quarterly for the period beginning on the 17th day of February, 1983 and ending on the 16th day of February, 1987, said rent being payable in advance on the 17th day of February, May, August and November of each year of the balance of the lease term.

Rental payments under this lease are to be made to the office of the City Comptroller, 121 North LaSalle Street, Room 501, Chicago, Illinois 60602.

RIDER "B"

Lessor And Lessee Responsibilities.

Fourth: Lessee shall pay in addition to the rental for said premises all Leasehold Taxes assessed against said premises or upon Lessee during the term of this lease.

(Continued on page 11782)

LEASE (ILLINOIS)

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_  
 A. D. 19 \_\_\_\_\_ Between City of Chicago, A Municipal Corporation \_\_\_\_\_  
 \_\_\_\_\_ party of the first part and Foster and Kleiser, Division of \_\_\_\_\_  
 Metromedia, Incorporated \_\_\_\_\_ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the premises, situated in City of Chicago \_\_\_\_\_ County of Cook \_\_\_\_\_ and State of Illinois, known and described as follows:

That part of lots 1, 2, 13 and vacated alley taken as a tract, lying Westerly of a line drawn from a point on the North line of lot 2 a distance of 5.73 feet East of the Northwest corner of said lot 2, to a point on the West line of lot 13, a distance of 16.55 feet North of the Southwest Corner of said lot 13, in Block 3 in Quentin Subdivision of Block 22, and lots 1 and 2, Block 16 in Sheffield's addition to Chicago in Section 32, Township 40 North, Range 14 East of the third principal meridian. Said property to be used solely for the erection and maintenance of four (4) single faced lighted advertising billboards with each billboard not to exceed twelve (12) feet by twenty-five (25) feet in size and one (1) single faced lighted advertising billboard not to exceed eighteen (18) feet by sixty-one (61) feet in size.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 17th day of February \_\_\_\_\_ A. D. 19 82 until the 16th day of February \_\_\_\_\_

A. D. 19 87. And the party of the second part in consideration of said demise, does covenant and agree with the party of the first part as follows:

~~XX~~  
 For rental payment provisions see Rider "A" Attached Here to and made a part hereof  
~~XX~~

SECOND.--That it has examined and knows the condition of said premises; and has received the same in good order and repair, and that it will keep said premises in good repair during the term of this lease, at Lessee's own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good condition and repair (loss by fire and ordinary wear excepted).

THIRD.--That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written consent of the party of the first part first had.

~~XX~~  
 For Additional Responsibilities of Lessor and Lessee See Rider "B" Attached Hereto and Made A Part Hereof  
~~XX~~

The party of the second part hereby irrevocably constitutes \_\_\_\_\_ or any attorney of any Court of Record, attorney for \_\_\_\_\_ in \_\_\_\_\_ name, on default by \_\_\_\_\_ of any of the covenants herein, to enter appearance in any such Court of Record, waive process and service thereof, and trial by jury, and confess judgment against \_\_\_\_\_ in favor of said party of the first part, or \_\_\_\_\_ assigns for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to, their respective heirs, executors, administrators and assigns.

[Signature forms omitted for printing purposes]

(Continued from page 11780)

- Fifth:** Lessee shall comply at all times with the provisions of the Municipal Building Code of Chicago, and applicable county, state or federal laws, rules and regulations in the use of said premises.
- Sixth:** Lessee shall be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.
- Seventh:** Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or use and occupancy of and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Eighth:** Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to any person resulting from any act or omission of Lessor, its agents, employees or servants.
- Ninth:** Lessee shall use the demised premises solely for the purpose of erecting and maintaining advertising signs thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders and other appurtenances thereon.
- Tenth:** Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow transfer hereof or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any interest thereof; (d) permit the occupancy of the premises or any part thereof by anyone other than the Lessee and for the purposes other than specified in section (9) of this rider, without, in each and every case, obtaining the prior written approval of the Lessor.
- Eleventh:** The Lessor may enter onto premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give the Lessee notice prior to entering upon premises.
- Twelfth:** Lessor shall have the right without obligation to inquire into validity thereof, at all times to pay Leasehold Taxes, Assessments, Water, Rents or other charges herein agreed to be paid by Lessee, which shall remain unpaid after becoming payable and pay to, and redeem said premises from sales, liens, charges, and claims arising therefrom, and the amount so paid by Lessor, including reasonable expenses, shall be so much additional rent due from Lessee to Lessor upon demand after such payments.

- Thirteenth:** In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.
- Fourteenth:** In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States certified or registered mail, postage prepaid addressed to Lessee as follows: Foster and Kleiser, Richard Hudak, Vice President, Assistant Regional Manager, 4000 South Morgan Street, Chicago, Illinois, 60609, or at such other place the Lessor from time to time may appoint. Said demand or notice shall be deemed to have been served at the time copies are received at said location.
- Fifteenth:** In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to terminate this Lease upon giving written notice by certified or registered mail to Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.
- Sixteenth:** In the case of termination of this Lease by lapse of time or under any provision contained herein at the election of the Lessor, Lessee will surrender said premises peaceably to Lessor, and if Lessee shall hold possession of said premises, or any part thereof, one day after the same should be surrendered according to the terms of this Lease, Lessee shall be deemed guilty of forcible detainer of said premises and will be subject to eviction and removal, forcibly or otherwise, with or without process of law.
- Seventeenth:** Lessor agrees that its tenants, agents, employees, or other persons acting in its behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Lessee's sign structures. If such an obstruction or impairment occurs, the Lessee, shall have the right to immediately terminate this Lease upon written notice to the Lessor at the address cited herein and upon such termination Lessor shall return to Lessee all rent paid for the unexpired term.
- Eighteenth:** If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided herein by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.

- Nineteenth: This Lease shall continue in full force and effect for its term provided that either Lessee or Lessor shall have the right to cancel this Lease upon sixty (60) days prior written notice to the other party at the address cited herein. If said cancellation right is exercised by either party, Lessee shall remove its signs and related equipment from Lessor's property no later than the date upon which said Lease terminates. The Lessor will upon termination of this Lease return to the Lessee all rent paid for the unexpired term.
- Twentieth: It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures, and improvements erected or made by Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee shall have the right to remove said signs, structures, and improvements at any time during the term of the Lease or after the expiration of this Lease.
- Twenty-First: This Lease shall constitute the sole agreement of the parties relating to the Lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this Lease.
- Twenty-Second: This Lease is binding upon and shall inure to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.

—  
No. 35th St. and Marshfield Av.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from the City of Chicago, a Municipal Corporation, as lessor, to Foster and Kleiser, a Division of Metromedia, Incorporated, as lessee, for approximately 8,780 square feet of vacant land on the southeast corner of 35th Street and Marshfield Avenue, solely for the purpose of the erection and maintenance of advertising signs with said lease to be approved by the City Comptroller and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed  
on page 11785 of this Journal]

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

Riders "A" and "B" attached to this ordinance read as follows:

**RIDER "A"**

**Rental Payment Provision.**

Lessee shall pay rent for said premises during the continuance of this lease at the following rate:

Four Hundred and No/100 Dollars (\$400.00) annually for the period beginning on the 1st day of February, 1982 and ending on the 31st day of January, 1987, said rent being payable in advance on or before the 1st day of February. If this lease should be terminated under any provision contained herein, the Lessor shall return to the Lessee all rent paid for the unexpired term.

(Continued on page 11786)

LEASE (ILLINOIS)

This Agreement, Made this \_\_\_\_\_ day of \_\_\_\_\_
A. D. 19 \_\_\_\_ Between City of Chicago, A Municipal Corporation
\_\_\_\_\_ party of the first part and Foster and Kleiser, Division of
Metromedia, Incorporated \_\_\_\_\_ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the
premises, situated in City of Chicago \_\_\_\_\_ County of Cook \_\_\_\_\_
and State of Illinois, known and described as follows:
West 15 feet of Lot Forty-Five (45) and all of Lots Forty-Six (46) and Forty-Seven
(47) in Sub-block One (1) of T. M. Jordan's Subdivision of Block Twenty-One (21)
in Canal Trustees Subdivision of the East half of Section 31, Township 39 North,
Range 14 East of the 3rd P. M.; said property to be used solely for the erection
and maintenance of a double faced unlighted advertising billboard, said billboard
faces not to exceed twelve (12) feet by twenty-five (25)

TO HAVE AND TO HOLD the same, unto the party of the second part, from the \_\_\_\_\_ 1st
day of February \_\_\_\_\_ A. D. 19 82 until the \_\_\_\_\_ 31st \_\_\_\_\_ day of January
A. D. 19 87

And the party of the second part in consideration of said demise, does covenant and agree with the
party of the first part as follows:

~~For rental payment provisions see Rider "A" Attached
Hereto and Made A Part Hereof~~
~~and has covenanted and agreed to pay to the party of the first part the sum of \_\_\_\_\_ per month
for the term hereof.~~

SECOND.—That it has examined and knows the condition of said premises; and has received the same in
good order and repair, and that it will keep said premises in good repair during the term of this lease, at Lessee's
own expense; and upon the termination of this lease will yield up said premises to said party of the first part in good
condition and repair (loss by fire and ordinary wear excepted).

THIRD.—That it will not sub-let said premises, nor any part thereof, nor assign this lease without the written
consent of the party of the first part first had.

~~FOURTH.—That it will not be liable for any taxes, rates, levies or charges on said
premises, for and during the term hereof.~~

For Additional Responsibilities of Lessor
and Lessee See Rider "B" Attached Hereto
and Made A Part Hereof.

The party of the second part hereby irrevocably constitutes \_\_\_\_\_ or any
attorney of any Court of Record, attorney for \_\_\_\_\_ in \_\_\_\_\_ name, on default by \_\_\_\_\_ of any
of the covenants herein, to enter \_\_\_\_\_ appearance in any such Court of Record, waive process and service thereof, and trial
by jury, and confess judgment against \_\_\_\_\_ in favor of said party of the first part, or \_\_\_\_\_ assigns
for forcible detainer of said premises, with costs of said suit; and also to enter the appearance in such court of the party
of the second part, waive process and service thereof, and confess judgment from time to time, for any rent which may
be due to said party of the first part, or the assignees of said party by the terms of this lease, with costs, and Twenty
Dollars attorney's fees, and to waive all errors and all right of appeal, from said judgment and judgments; and to file a
consent in writing that a writ of restitution or other proper writ of execution may be issued immediately; said party of
the second part hereby expressly waives all right to any notice or demand under any statute in this state relating to
forcible entry and detainer.

In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, ter-
minate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises
by fire, the term hereby created shall cease and determine.

All the parties to this lease agree that the covenants and agreements herein contained shall be binding upon, apply
and inure to, their respective heirs, executors, administrators and assigns.

[Signature forms omitted for printing purposes]

(Continued from page 11784)

Rental payments under this lease are to be made to the Office of the City Comptroller, No. 121 N. LaSalle Street, Room 501, Chicago, Illinois 60602.

RIDER "B"

Lessor and Lessee Responsibilities.

- Fourth: Lessee shall pay in addition to the rental for said premises all leasehold taxes assessed against said premises or upon Lessee during the term of this lease.
- Fifth: Lessee shall comply at all times with the provisions of the Municipal Building Code of Chicago, and applicable county, state or federal laws, rules and regulations in the use of said premises.
- Sixth: Lessee shall be responsible for the payment of all permits or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.
- Seventh: Lessee agrees to indemnify and hold Lessor harmless against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from Lessor by reason or on account of damage to the property of the Lessor or injury to or death of any person, arising from Lessee's use and occupancy of and operations at said premises including acts of its agents, contractors, and subcontractors. Any final judgments rendered against Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.
- Eighth: Lessee covenants and agrees to keep the demised premises free and clear of any and all liens in any way arising out of use thereof, by Lessee, its employees, agents or servants. Lessee further agrees that the Lessor shall not be liable, and Lessee waives all claims for damage to property or injury to any person resulting from any act or omission of Lessor, its agents, employees or servants.
- Ninth: Lessee shall use the demised premises solely for the purpose of erecting and maintaining an advertising sign thereon, including necessary supporting structures, devices, illumination facilities and connections, service ladders and other appurtenances thereon.
- Tenth: Lessee shall not (a) assign or convey this lease or any interest under it; (b) allow transfer hereof or any lien upon Lessee's interest by operation of law; (c) sublet the premises or any interest thereof; (d) permit the occupancy of the premises or any part thereof by anyone other than the Lessee and for the purposes other than specified in Section (9) of this Rider, without, in each and every case, obtaining the prior written approval of the Lessor.

Eleventh:

The Lessor may enter onto premises to inspect the demised premises upon giving reasonable notice to the Lessee. In the event of an emergency, Lessor shall not be required to give the Lessee notice prior to entering upon premises.

Twelfth:

Lessor shall have the right without obligation to inquire into validity thereof, at all times to pay leasehold taxes, assessments, water, rents or other charges herein agreed to be paid by Lessee, which shall remain unpaid after becoming payable and pay to and redeem said premises from sales, liens, charges, and claims arising therefrom, and the amount so paid by Lessor, including reasonable expenses, shall be so much additional rent due from Lessee to Lessor demand after such payments.

Thirteenth:

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by United States certified or registered mail, postage prepaid, addressed to Lessor as follows: Assistant Comptroller, Real Estate, City Comptroller's Office, 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said location.

Fourteenth:

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon Lessee, it shall be necessary to send written or printed copy thereof by United States certified or registered mail, postage prepaid addressed to Lessee as follows: Foster and Kleiser, Richard Hudak, Vice President, Assistant Regional Manager, 4000 South Morgan Street, Chicago, Illinois, 60609, or at such other place the Lessor from time to time may appoint. Said demand or notice shall be deemed to have been served at the time copies are received at said location.

Fifteenth:

In the event of a breach of any of the covenants, terms and conditions contained herein by Lessee, Lessor shall have the right to terminate this lease upon giving written notice by certified or registered mail to Lessee at the address cited herein. Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach of any right created thereby.

Sixteenth:

In the case of termination of this lease by lapse of time or under any provision contained herein at the election of the Lessor, Lessee will surrender said premises peaceably to Lessor, and if Lessee shall hold possession of said premises, or any part thereof, one day after the same should be surrendered according to the terms of this lease, Lessee shall be deemed guilty of forcible detainer of said premises and will be subject to eviction and removal, forcibly or otherwise, with or without process of law.



- Seventeenth:** Lessor agrees that it, its tenants, agents, employees, or other persons acting in its behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Lessee's sign structures. If such an obstruction or impairment occurs, the Lessee, shall have the right to immediately terminate this lease upon written notice to the Lessor at the Address cited herein and upon such termination Lessor shall return to Lessee all rent paid for the unexpired term.
- Eighteenth:** If Lessee is prevented by law, or government or military order, or other causes beyond Lessee's control from illuminating its signs, the Lessee may reduce the rental provided herein by one-half (1/2), with such reduced rental to remain in effect so long as such condition continues to exist.
- Nineteenth:** This lease shall continue in full force and effect for its term provided that either Lessee or Lessor shall have the right to cancel this lease upon sixty (60) days prior written notice to the other party at the address cited herein. If said cancellation right is exercised by either party, Lessee shall remove its signs and related equipment from Lessor's property no later than the date upon which said lease terminates. The Lessor will upon termination of this Lease return to the Lessee all rent paid for the unexpired term.
- Twentieth:** It is agreed between the parties that Lessee shall remain the owner of all advertising signs, structures, and improvements erected or made by Lessee, and that, notwithstanding the fact that the same constitute real estate fixtures, the Lessee shall have the right to remove said signs, structures, and improvements at any time during the term of the lease or after the expiration of this lease.
- Twenty-first:** This lease shall constitute the sole agreement of the parties relating to the lease of the above described premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth specifically in this lease.
- Twenty-second:** This lease is binding upon and shall inure to the benefit of the heirs, executors, successors, and assigns of Lessee and Lessor.

**In-Bound Joint-Use Space Agreement Authorized between City and United  
Airlines, Inc. for International Terminal Facilities at  
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of In-Bound Joint-Use Space Agreement between the City of Chicago and United Airlines, Inc. for International Terminal Facilities at Chicago-O'Hare International Airport.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the ordinance heretofore passed on December 19, 1980 (C.J.P. pp. 5074-5083), granting authority for execution of an International Terminal Facilities Agreement with United Airlines, Inc., at Chicago-O'Hare International Airport, be and the same is hereby repealed.

SECTION 2. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Joint-Use In-Bound Terminal Facilities Agreement with Republic Airlines, Inc., and United Airlines, said agreements to be in the following form.

THIS LEASE, made and entered into as of this January 1, 1982, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and United Airlines, Inc., a corporation and existing under and by virtue of the laws of State of Delaware (hereinafter referred to as "Airline");

#### W I T N E S S E T H:

WHEREAS, City owns and operates the airport known as Chicago-O'Hare International Airport (a part of said airport being attached as Exhibit A to the agreement of 1\*, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook and the County of DuPage, State of Illinois (hereinafter, together with any additions thereto to enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid, Approved Revenue Bonds (as such term is hereinafter defined) or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

WHEREAS, City has adopted an ordinance providing for the issue of revenue bonds, the proceeds of which have been or are being used, among other things, for the construction of additional passenger terminal facilities at the airport, according to plans and specifications prepared by C. F. Murphy Associates, Architects, and on file in the office of the Clerk of the City.

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth therein) and the mutual covenants and agreements herein contained and other valuable considerations, the parties hereto covenant and agree as follows:

1\* "January 1, 1959," for U.S. flag international carriers; "even date herewith" for foreign flag international carriers.

Section 1.01. *Lease of Inbound Joint Space in International Terminal Building.* City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use in common with other Airline Party or Parties, whose arriving passengers are subject to inspection in the Federal Inspection Area (referred to in Section 1.02.), of the following space, improvements and facilities (hereinafter referred to as "Airline Inbound Joint Space") located in the International Terminal Building, as shown on Area Assignment Drawings, and as shown below:

- (a) 575 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L2, "Airline Transfer Baggage", and hereinafter referred to as the "Airline Transfer Baggage Space";
- (b) 400 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L1, "Airline Information Counter," and hereinafter referred to as the "Airline Information Counter Space";

including, in each case, improvements and facilities therein.

The Airline Transfer Baggage Space may be used for processing transfer baggage from inbound flights of any Airline Party or Parties.

The Airline Information Counter Space may be used for giving information and help to airline arriving passengers in connection with problems including, but not limited to, language interpretation, local transportation and accommodation, and transfer to other flights.

The Airline Inbound Joint Space, or any part thereof, may be maintained and operated by Airline in conjunction with other Airline Party or Parties, directly or, with the prior consent of the Commissioner of Aviation, through another designated by it or them.

Section 1.02. *Availability of Federal Inspection Area.* The City shall provide and make available to the United States, for the inspection of passengers and their baggage by the United States customs, public health, immigration, plant quarantine, and drug enforcement purposes, the following space, improvements and facilities (hereinafter referred to as "Federal Inspection Area") located in the International Terminal Building as shown on Area Assignment Drawings, and as shown below:

- (a) 950 square feet of space designated on Drawing Number 33.0 as Area Number(s) 1A-47-L1, and 1A-47-L2, "Public Health", and hereinafter referred to as the "Public Health Space";
- (b) 7,525 square feet of space designated on Drawing Number 33.0 as Area Number 1A-45-L1, "Immigration", and hereinafter referred to as the "Immigration Space";
- (c) 580 square feet of space designated on Drawing Number 33.0 as Area Number 1A-48-L1, "Plant Quarantine", and hereinafter referred to as the "Plant Quarantine Space"; and
- (d) 18,873 square feet of space designated on Drawing Numbers 33.0 and 35.0 as Area Number(s) 1A-46-L1, 1A-46-L2, and 1B-46-L1, "Customs", and hereinafter referred to as the "Customs Space"; and
- (e) 200 square feet of space designated on Drawing Number 33.0 as Area Number 1A-34-L1, "Drug Enforcement" and hereinafter referred to as the "Drug Enforcement Space";

including in each case, improvements and facilities therein.

The reimbursement charge for the Federal Inspection Area is subject to certain reductions during the entire term of the Lease, all as provided in Section 3.04 hereinafter.

The City shall have the right to lease any part of the Federal Inspection Area during the term of this Lease to any of the Federal Inspection Agencies operating in such space. The effect of such lease or leases on reimbursement charges payable by Airline and other Airline Party or Parties shall be as provided in Section 3.04.

Section 1.03. *Use of Passenger Ramp Area.* In addition to having all rights to use Public Passenger Ramp Areas as provided in the current Airport Use Agreement, between City and Airline, Airline shall have the right to park aircraft on such areas, at gate positions which are adjacent to the International Terminal Building, as shown on Drawing Number 30, Area Assignment Drawings, without additional charge of any kind being levied by City for such aircraft parking.

Section 1.04. *International Terminal Building Public Facilities.* City grants to Airline, its employees, agents, passengers, guests, patrons, and invitees, and its or their suppliers of materials and furnishers of service, the right to use in common with others, subject to rules and regulations promulgated by City in accordance with Article VI hereof, all space, improvements, facilities, equipment and services (hereinafter referred to as the "International Terminal Building Public Facilities"), now or hereafter provided by City for public use at or in connection with the International Terminal Building, including, without limitation, public passenger walkways, public passenger loading facilities, public lobbies, public lounges, public waiting rooms, public hallways, stairways and escalators, public rest rooms and other public conveniences.

Section 1.05. *Ingress and Egress. Right to Purchase Property.* Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline shall have the right and privilege over the Airport of ingress to and egress from the premises and facilities described in Section 1.01., 1.02., 1.03., and 1.04. hereof for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property, and except as in this Lease or in any other agreement between City and Airline or as specifically provided, in the agreement between the City and certain participating airlines, dated October 10, 1979 (C.J.P. pp. 1057-63), no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading, or handling persons, property, cargo or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. Public automobile parking areas at the Airport shall be made available for use of employees of Airline at a reasonable monthly rate and in locations to be determined by the Commissioner of Aviation. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile areas (subject, however, to the foregoing provisions respecting employee parking) or sightseeing facilities, or for the use of ground transportation to or from the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires, to the public at the airport of services, insurance, food and merchandise, or preclude City from imposing any tax, permit or licensee fee not inconsistent with the rights and privileges granted to Airline hereunder.

Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

## ARTICLE II

### *Term*

The term of this Lease shall be for a period commencing on January 1, 1982 the day of authorizing ordinance by the City Council of the City of Chicago and ending on December 31, 1984. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement by sixty (60) days notice to the other party in writing of this election so to do.

## ARTICLE III

*Rentals and Charges*

Section 3.01. *Rental Payable by Airline or Airline Inbound Joint Space.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline Inbound Joint Space, its pro rata share of a monthly rental of One Thousand Four Hundred Eighty-six and 92/100 Dollars (\$1,486.92) computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in common; and
- (b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airlines at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

Section 3.02. *Charge Payable by Airline for Federal Inspection Area.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City its pro-rata share of a monthly reimbursement charge for the availability of the Federal Inspection Area of Forty-two Thousand Eight Hundred Ninety-five and 17/100 Dollars (\$42,895.17), subject to adjustment as hereinafter provided, computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in the International Terminal Building; and
- (b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airlines at the International Terminal Building, and using the Federal Inspection Area, during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

The City shall lease or issue a permit covering the use of Federal Inspection Area or so much thereof as is possible to the United States as soon as the United States or any of the Federal Inspection agencies thereof are willing and legally empowered to lease or otherwise hire such space or the use thereof at a rental rate or fee equal or as possible to the City's reimbursement charge for such space as provided in Article III hereof.

City shall assess and collect from all aircraft operators using the Federal Inspection Area (other than Airline Party or Parties paying a pro-rata share of the aforesaid monthly reimbursement charge and other than aircraft operators who are being handled by and whose passengers are being processed by such an Airline Party or Parties), a use charge for each of their passengers and crew inspected in the Federal Inspection Area. Such charge, however, shall be subject to establishment by ordinance by City after consulting with and giving due consideration to suggestions by the International Airlines Representative; so that such charge as far as practicable may not be less than the estimated equivalent average charge paid by the aforesaid Airline Party or Parties for each of their passengers inspected in the Federal Inspection Area.

The monthly reimbursement charge payable by the Airline Party or Parties shall be reduced by such amounts, hereinabove referred to, as shall be collected by the City from (a) the United States Government for use of the Federal Inspection Area, and (b) the aforesaid aircraft operators, by giving credit as soon as practicable after such receipts.

If a Terminal Use Charge per aircraft is in effect for such other aircraft operators, pursuant to City ordinance, in lieu of Federal Inspection Area use charge per person, the total Federal Inspection Area reimbursement charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such Federal Inspection Area by aircraft of any other Airline Party or Parties leasing space in the International Terminal Building, during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

**Section 3.03. *International Terminal Adjustment Charge.*** In addition to all other sums payable hereunder, Airline agrees to pay, from the date hereof, its pro-rata share of an International Terminal Adjustment Charge of Twenty-five Thousand Nine Hundred Forty-eight and no/100 Dollars (\$25,948.00) per month, such pro-rata share to be computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing space in the International Terminal Building, except that airlines conducting arrival operations only shall pay one-half share while airlines conducting both arrival and departure operations shall pay one full share;
- (b) Eighty percent (80%) shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airline at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so enplaned and deplaned by Airline and such other Airline Party or Parties.

In the event that the Commissioner of Aviation and International Airlines Representative agree to allow aircraft operators other than Airline Party or Parties to use either Airline Outbound Joint Space or Airline Inbound Joint Space or both, and if at the time a Terminal Use Charge per aircraft is in effect for such other aircraft operators pursuant to City ordinance, the total International Terminal Adjustment Charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such Joint space by aircraft of all Airline Party or Parties leasing space in the International Terminal Building during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

**Section 3.04. *Provisions Relating to Airline Joint Charges.*** Airline shall prepare the necessary passenger statistics required by the Commissioner of Aviation and City Comptroller, to compute the proportion of joint space rentals and charges under this Article III, which shall be reported monthly, as directed by the Commissioner of Aviation and City Comptroller, not later than the tenth day of the month for which the statistics are prepared, which is the second month preceding the month for which billing is rendered, e.g., June statistics are the basis for August joint space billings. City shall then prepare and submit to Airline and the other Airline Party or Parties involved monthly invoices for the following month's charges, setting forth their respective pro-rata share of such rentals and charges.

When an Airline Party or Parties begins operations at the International Terminal Building after the date hereof, the eighty percent (80%) share of Airline Joint Charges referred to in each of Sections 3.01., 3.02. and 3.03., shall be computed for the third month by giving double weight to such Airline's passenger statistics of the first month, and shall be computed for the fourth month by giving double weight to such Airline's passenger statistics of the second month.

Airline shall be responsible only for the payment of the amounts prorated and billed to it in accordance with the provisions of Sections 3.01., 3.02. and 3.03., and shall not be responsible for any part of amounts prorated and billed to any other Airline Party or Parties.

In the event the Lease of any other Airline Party or Parties leasing space or paying charges in common with Airline pursuant to Sections 3.01., 3.02. or 3.03, shall be terminated and such Airline is no longer using such space, the total monthly rental therefore shall be prorated, effective, as of the first day of the next succeeding calendar month, among the other Airline Party or Parties obligated to pay a pro rata share of the said rental.

The proration formulas set forth in Sections 3.01., 3.02. and 3.03., may be revised with approval of the Commissioner of Aviation by notice through the International Airlines Representative to the Commissioner of Aviation and City Comptroller, from time to time by a majority of the Airline Party or Parties paying a pro rata share of the rent and charges for the space to which the formula in question applies. Such majority shall mean a numerical majority, which majority must also have had deplaned in the case of Sections 3.01., and 3.02., and enplaned plus deplaned in the case of Section 3.03., a majority of the passengers at the International Terminal Building during the most recent six-month period for which such information is available.

Section 3.05. *Payment of Rentals and Charges.* Airline shall pay to City at the office of the City Comptroller of City on or before the first calendar day of each month for which such rental and charges are payable (a) all rental payable for Airline's pro rata share of Airline Outbound Joint Space Rental, Airline Inbound Joint Space Rental, Federal Inspection Area Reimbursement Charge, and International Terminal Adjustment Charge in accordance with the provisions of Sections 3.01., 3.02. and 3.03., respectively. Any rental or charge payable by Airline hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid.

#### ARTICLE IV

##### *Construction, Maintenance and Repair by Airline*

Section 4.01. *Construction, Maintenance and Repair in Joint Space in International Terminal Building.* Airline may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, in all or any part of Airline's Inbound Joint Space. All such construction or installation shall be made after obtaining any requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair. No restrictions shall be placed upon Airlines as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Airline, together with the other Airline Party or Parties shall have responsibility for keeping Airline Inbound Joint Space, and the Federal Inspection Area (except to the extent that Federal Inspection Agencies may have assumed such responsibility) in a sanitary and sightly condition, in accordance with regulations which may be issued on this matter from time to time by the Commissioner of Aviation pursuant to Article VI hereof.

Section 4.02. *Covenant Against Liens.* Airline shall keep Airline's Inbound Joint Space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvements or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 4.03. *Performance by City upon Failure of Airline to Maintain.* In the event Airline fails to perform for a period of thirty (30) days after notice from City so to do any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering, causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

#### ARTICLE V

##### *Maintenance Operation and Repair by City*

Section 5.01. *Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the International Terminal Building and all additions, improvements, facilities and equipment now or hereafter provided by City at or in connection with the International Terminal Building. City shall keep the International Terminal Building, except Airline Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, Federal Inspection Area, and concession and other rented space, in a sanitary and sightly condition.

City shall maintain and keep in good repair Public Passenger Ramp Area adjacent to the International Terminal Building (including the removal therefrom of snow and foreign matter), so as to permit the efficient taxiing, servicing, and loading and unloading of aircraft operated by Airline and Airline agrees to take such action as the Commissioner of Aviation may reasonably request in order to enable the City to comply with this provision.

City shall at all times maintain the International Terminal Building Public Facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees and shall keep such facilities supplied, equipped, (including directional signs), furnished and decorated.

City shall supply heat, water and sewerage facilities for the International Terminal Building Facilities, and Airline Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area, shall supply air conditioning in the International Terminal Building Public Facilities and in that portion of the Airlines' Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area which according to the plans and specifications on file in the office of the Commissioner of Public Works is to be air conditioned, shall supply adequate electric power for normal use and light in all such Facilities and Space, except in Airline Operations Space, and shall supply janitor service in the International Building Public Facilities, which janitor service shall be of a character satisfactory to those scheduled air transportation companies who at the time are lessees of a majority of the space in the International Building which is leased to scheduled air transportation companies, provided, however, that Airlines shall be required to pay to City a reasonable charge for water supplied by City to Airline Operations Space.

Section 5.02. *Taxes on Leased Premises.* City shall pay any and all taxes or special assessments which may be levied or assessed upon the premises hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

Section 5.03. *Enjoyment of Rights and Privileges.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.



Section 5.04. *Concessionaries.* In the event any concessionaire selected by City for the purpose of operating any concession at or in connection with the International Terminal Building shall not operate such concession in a satisfactory and efficient manner, or in the event City shall fail to select a concessionaire for the purpose of furnishing necessary or desirable services or products to the public at or in connection with the International Terminal Building, City shall, upon request of the scheduled air transportation companies who at the time are lessees of a majority of the International Terminal Building which is leased to schedule air transportation companies, use its best efforts to correct such situation, including, if and so long as required, the selection of another concessionaire, provided that City has the authority so to do under the terms of the applicable concession agreement.

City agrees that it will not, during the term of this Lease, either lease or otherwise permit the use of any space, area or facility in any terminal building or otherwise upon the Airport, by way of a concession or otherwise, to any individual, partnership, or corporation engaged in business as a travel agent or travel bureau for the purpose of selling, furnishing or delivering tickets available from any Airline Party or Parties for transportation by air.

Section 5.05. *Performance by Airline upon failure of City to Maintain and Operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required by this Article V to be performed by City, Airline may perform such obligation of City and bill City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airlines so states in its notice to City, Airline may perform such obligation of City at any time after the giving of such notice and bill City for its cost of such performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation or otherwise by it of the Airport or any facilities now or hereafter connected therewith.

## ARTICLE VI

### *Rules and Regulations*

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other Airline and City relating to the Airport or any part thereof, nor inconsistent with safety, nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Administration or any other governmental authority having jurisdiction over operations at the Airport.

The City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

City, however, shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of an air transportation business.

## ARTICLE VII

### *Exercise by City of Governmental Functions*

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

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

ARTICLE VIII

*Indemnity and Insurance*

Airline agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors, except when caused by City's sole negligence or by the joint negligence of City and any person other than Airlines, its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company, companies or insurers whose sound and adequate financial responsibility shall be satisfactory to the City Comptroller, insuring Airline and City against all liabilities for accidents arising out of or in connection with Airline's use and occupancy of and operations at the Airport, except when caused by City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence, to-wit:

<i>Type of Liability</i>	<i>Minimum Limit</i>	
	<i>Each Person</i>	<i>Each Occurrence</i>
Combined Bodily Injury (excluding passengers other than cargo attendants) and Property Damage Liability	\$ 300,000	\$ 20,000,000
Passenger Bodily Injury Liability	\$ 300,000	\$ 300,000 x 75% of total number of passenger seats installed in the aircraft.

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

ARTICLE IX

*Abatement*

Section 9.01. *Abatement in Event of Closing.* In the event that the Airline shall be closed for any period of time by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter.

In the event the Airport shall be so closed for the landing or taking off of all turbo jet powered aircraft operated by Airline Party or Parties, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, but shall not be closed to the landing or taking off of other aircraft operated by any Airline Party or Parties, then fifty percent (50%) of the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter, but in no event for more than six (6) months for any single closing, in any fiscal year.

Section 9.02. *Abatement on Account of Casualty.* If any part of Airline's International Terminal Building Space shall be rendered untenable by reason of damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of Airline, and if City is obligated hereunder to repair such damage or destruction, then the rentals provided herein as payable by Airline for such Space shall be paid up to the date of such damage or destruction, but, unless City shall promptly furnish adequate substitute facilities and expeditiously restore such Space, such rental shall thereafter abate in an amount directly proportional to the percentage of Airline's International Terminal Building Space, as is rendered untenable; provided, however, that if City fails to repair such damage or destruction so that such Space remains untenable for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or, except as provided in Section 5.05. hereof, for City's failure to expeditiously restore such Space.

#### ARTICLE X

##### *Termination by City*

City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due, under the terms of this Lease, shall be accelerated and become due and payable.
- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

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

## ARTICLE XI

*Termination by Airline*

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

- (a) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft of any type operated by Airline in schedule air transportation using facilities similar to those at the Airport and continuance thereof for a period of at least sixty (60) days.
- (b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (c) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any fault of Airline.
- (d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof; and the failure of City to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy, the same.
- (e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois, or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.
- (f) The coming into effect of any treaty, convention or agreement or amendment thereto, which shall have the effect of eliminating authority to land at the Airport from the routes which may be operated by Airlines designated by the Government of Mexico in lieu of Airline.
- (g) The effective date of any permit granted by the Civil Aeronautics Board to any other carrier designated by the Government of Mexico in lieu of Airline.
- (h) The termination or expiration of the Air Transport Agreement between the Government of the United States and the Government of Mexico signed January 20, 1978, provided, however, that if prior to the occurrence of the event specified in clause (c) of this Article, the operation of the foreign air transportation to Chicago authorized in such Air Transport Agreement and related Civil Aeronautics Board permit is authorized by any treaty, convention or agreement to which the United States and Mexico are or shall become parties, then and in that event, Airline shall not have the right of termination by reason of such clause.
- (i) Any action or failure to act by the United States or any Board or agency thereof, or by the Government of Mexico, or any Board or agency thereof which shall constitute or result in the cancellation or loss of Airline's right to operate into the Airport.

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

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

#### ARTICLE XII

##### *Termination by City or Airline*

In addition to any other termination rights provided in this Lease:

- (a) City may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving Airline sixty (60) days notice of such termination; and
- (b) Airline may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving City sixty (60) days notice of such termination.

#### ARTICLE XIII

##### *Surrender of Possession*

Upon termination of this Lease, Airline shall surrender the premises leased to it hereunder in as good condition as when received, reasonable wear and tear, damage by fire, other casualty, Act of God or the public enemy excepted.

#### ARTICLE XIV

##### *Right of Airline to Remove Property*

Airline shall be entitled during the term of this Lease and for a reasonable time (not exceeding forty-five days) after its termination to remove from the premises involved, or any part thereof, all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject, however, to any valid lien City may have thereon for unpaid rentals or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damage resulting from such removal.

#### ARTICLE XV

##### *Equal Opportunity*

Airline, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967, Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly 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, Airline 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 Tenant*

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 Program of the Federal Aviation Administration, and therefore involves activity which services the public.

Airline, 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

*Affirmative Action*

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect, or as otherwise approved by the Federal Aviation Administration.

ARTICLE XVI

*Definitions*

The following terms, when used in this Lease shall have the following meanings:

Section 16.01. *Revenue Bond Ordinance.* "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds," adopted the 29th day of December, 1958.

Section 16.02. *Approved Revenue Bonds.* "Approved Revenue Bonds" shall mean (a) the principal amount of Bonds to be issued pursuant to the provisions of Section 2.02, of the Revenue Bond Ordinance, (b) any additional Bonds which may be issued pursuant to the provisions of Section 2.15 of the Revenue Bond Ordinance to pay the cost of completing improvements as referred to therein, and (c) any additional Bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions referred to therein, if and only if the terms and provisions of such additional Bonds issued under said Section 2.16 and of the Supplemental Ordinance or Ordinances of City authorizing their issue shall have been approved by the Airlines Representative.

Section 16.03. *Airport Consultant.* "Airport Consultant" shall mean the Airport Consultant acting as such under the Revenue Bond Ordinance.

Section 16.04. *Consulting Engineer.* "Consulting Engineer" shall mean the Consulting Engineer acting as such under the Revenue Bond Ordinance.

Section 16.05. *Fiscal Year.* "Fiscal Year" means the fiscal year of City commencing January 1 and ending December 31.

Section 16.06. *Approved Maximum Landing Weight.* The "Approved Maximum Landing Weight" of any aircraft shall mean the maximum landing weight approved by the Federal Aviation Administration for landing such aircraft at the Airport.

Section 16.07. *Public Passenger Ramp Area.* The "Public Passenger Ramp Area" shall mean any area or areas of improved unleased land situated on the Airport which are designed from time to time by the Commissioner of Aviation to be used for the loading and unloading of passengers upon or from aircraft and for activities incidental thereto.

Section 16.08. *Airline Parties.* "Airline Parties" shall mean at any time those air carriers who then have agreements with City, substantially the same as the Airport Use Agreement, except as to any difference in the length of term thereof, under which they agree to pay to City, in connection with each fee landing at Airport of aircraft operated by them, Flight Fees on the basis and in the manner provided in the Airport Use Agreement and who are either:

- (a) scheduled air carriers holding certificates of public convenience and necessity issued by the Civil Aeronautics Board;
- (b) foreign air carriers holding foreign air carrier permits issued by the Civil Aeronautics Board; or
- (c) air carriers holding certificates of convenience and necessity issued by the Illinois Commerce Commission (or any successor thereto).

Section 16.09. *Majority in Interest of Airline Parties.* The "Majority in Interest of Airline Parties" shall mean at any time the then Airline Parties who (a) operated during the next preceding fiscal year at least fifty percent (50%) of all scheduled international aircraft departing from the International Terminal Building, and (b) carried during the next preceding fiscal year at least fifty percent (50%) of the arriving passengers who were provided service by any one or more of the Federal Inspection Agencies in the Federal Inspection Area.

Section 16.10. *International Airlines Representative.* The "International Airlines Representative" at any time shall mean such person (and such alternatives, in such order) then designated by a Majority in Interest of Airline Parties by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of any Airline Parties by notice to the Commissioner of Aviation.

Section 16.11. *City Comptroller.* The "City Comptroller" shall be concerned with fiscal matters for the Airport and shall mean for the purpose of this Lease the City Comptroller of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.12. *Commissioner of Aviation.* The "Commissioner of Aviation" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this Lease the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.13. *Commissioner of Public Works.* The "Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this Lease the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.14. *Federal Aviation Administration, Civil Aeronautics Board.* The "Federal Aviation Administration" and the "Civil Aeronautics Board" shall each include any successor thereto.

## ARTICLE XVII

### *Miscellaneous*

Section 17.01. *Treatment of Others.* No right or privileges with respect to or rentals for space in the International Terminal Building at the Airport shall be granted by City to any air transportation company in competition with Airline, which are more favorable to such company than those granted to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 17.02. *Consents and Approvals of Commissioners.* Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld and shall be deemed to have been given unless within thirty (30) days after receipt of written request from Airlines for such consent or approval, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall have given Airline a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Section 17.03. *Notices.* All notices to City provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to the Commissioner of Aviation and the City Comptroller of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, United Airlines, Inc., P.O. Box 66100, Chicago, Illinois 60666, or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 17.04. *Separability.* In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 17.05. *Assignment or Sublease.* Airline shall not assign this Lease and its rights hereunder, except with the prior consent of City, provided, however, the foregoing shall not prevent the assignment of this Lease and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Airline shall not sublease in whole the premises leased to it hereunder, except with the prior consent of City, and except as otherwise provided in Section 1.08 hereof, Airline shall not sublease in part such premises, except with the prior consent of the Commissioner of Aviation.

Section 17.06. *Remedies Cumulative.* The rights and remedies hereunder are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.



Section 17.07. *Headings.* The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Lease.

Section 17.08. *Successors and Assigns.* All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 16.05., hereof, inure to the benefits of and be binding upon the successors and assigns of the parties hereto.

Section 17.09. *Construction.* This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10. *Counterparts.* This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but on instrument.

Section 17.11. *Effective Date.* Execution of this Lease has been authorized by ordinance of the City Council of the City of Chicago, passed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ (C.J.P. pp. \_\_\_\_\_), which date shall be the effective date hereof.

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

[Signature forms omitted for printing purposes.]

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

[Exhibit "A" printed on page 11805 of this Journal.]

**In-Bound Joint-Use Space Agreement Authorized between City and Republic  
Airlines, Inc. for International Terminal Facilities at  
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the execution of In-Bound Joint-Use Space Agreement between the City of Chicago and Republic Airlines, Inc. for International Terminal Facilities at Chicago-O'Hare International Airport.

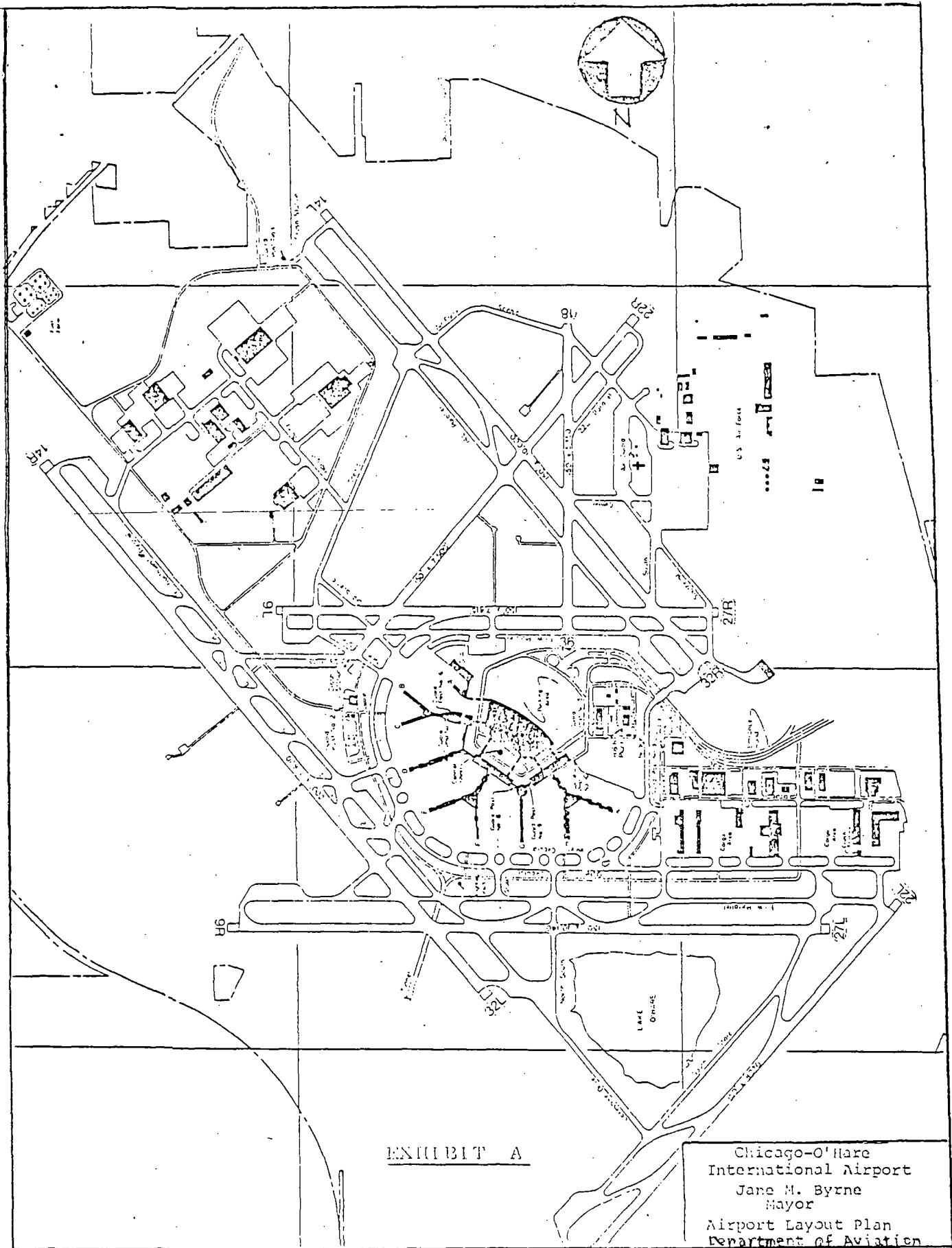
On motion of Alderman Frost the said proposed ordinance was *Passed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

(Continued on page 11806)



(Continued from page 11804)

The following is said ordinance as passed:

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

SECTION 1. That the ordinance heretofore passed on December 19, 1980 (C.J.P. pp. 5074-5083), granting authority for execution of an International Terminal Facilities Agreement with United Airlines, Inc., at Chicago-O'Hare International Airport, be and the same is hereby repealed.

SECTION 2. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago a Joint-Use In-Bound Terminal Facilities Agreement with Republic Airlines, Inc., and United Airlines, said agreement to be in the following form:

This Lease, made and entered into as of this October 25, 1981, by and between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter referred to as "City"), and Republic Airlines, Inc., a corporation and existing under and by virtue of the laws of State of Wisconsin (hereinafter referred to as "Airline");

W I T N E S S E T H:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport ( a plat of said airport being attached as Exhibit A to the agreement of 1\*, entitled and hereinafter referred to as the Airport Use Agreement, between City and Airline), situated in the County of Cook and the County of DuPage, State of Illinois (hereinafter, together with any additions thereto to enlargements thereof, whether or not made with corporate funds of City, Government Grants-in-Aid, Approved Revenue Bonds (as such term is hereinafter defined) or any other funds of any nature whatsoever, referred to as the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

Whereas, City has adopted an ordinance providing for the issue of revenue bonds, the proceeds of which have been or are being used, among other things, for the construction of additional passenger terminal facilities at the airport, according to plans and specifications prepared by C.F. Murphy Associates, Architects, and on file in the office of the Clerk of the City.

Now, Therefore, for and in consideration of the premises (which are incorporated into the body of this Lease as fully as if they were set forth therein) and the mutual covenants and agreements herein contained and other valuable considerations, the parties hereto covenant and agree as follows:

1\* "January 1, 1959," for U.S. flag international carriers; "even date herewith" for foreign flag international carriers.

Section 1.01. *Lease of Inbound Joint Space in International Terminal Building.* City leases to Airline and grants to Airline, its employees, agents, passengers, guests, patrons and invitees, the use in common with other Airline Party or Parties, whose arriving passengers are subject to inspection in the Federal Inspection Area (referred to in Section 1.02.), of the following space, improvements and facilities (hereinafter referred to as "Airline Inbound Joint Space") located in the International Terminal Building, as shown on Area Assignment Drawings, and as shown below:

- (a) 575 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L2, "Airline Transfer Baggage", and hereinafter referred to as the "Airline Transfer Baggage Space";
- (b) 400 square feet of space designated on Drawing Number 33.0 as Area Number 1A-50-L1, "Airline Information Counter," and hereinafter referred to as the "Airline Information Counter Space";

including, in each case, improvements and facilities therein.

The Airline Transfer Baggage Space may be used for processing transfer baggage from inbound flights of any Airline Party or Parties.

The Airline Information Counter Space may be used for giving information and help to airline arriving passengers in connection with problems including, but not limited to, language interpretation, local transportation and accommodation, and transfer to other flights.

The Airline Inbound Joint Space, or any part thereof, may be maintained and operated by Airline in conjunction with other Airline Party or Parties, directly or, with the prior consent of the Commissioner of Aviation, through another designated by it or them.

Section 1.02. *Availability of Federal Inspection Area.* The City shall provide and make available to the United States, for the inspection of passengers and their baggage by the United States customs, public health, immigration, plant quarantine, and drug enforcement purposes, the following space, improvements and facilities (hereinafter referred to as "Federal Inspection Area") located in the International Terminal Building as shown on Area Assignment Drawings, and as shown below:

- (a) 950 square feet of space designated on Drawing Number 33.0 as Area Number(s) 1A-47-L1, and 1A-47-L2, "Public Health", and hereinafter referred to as the "Public Health Space";
- (b) 7,525 square feet of space designated on Drawing Number 33.0 as Area Number 1A-45-L1, "Immigration", and hereinafter referred to as the "Immigration Space";
- (c) 580 square feet of space designated on Drawing Number 33.0 as Area Number 1A-48-L1, "Plant Quarantine", and hereinafter referred to as the "Plant Quarantine Space";
- (d) 18,873 square feet of space designated on Drawing Numbers 33.0 and 35.0 as Area Number(s) 1A-46-L1, 1A-46-L2, and 1B-46-L1, "Customs", and hereinafter referred to as the "Customs Space"; and
- (e) 200 square feet of space designated on Drawing Number 33.0 as Area Number 1A-34-L1, "Drug Enforcement" and hereinafter referred to as the "Drug Enforcement Space";

including in each case, improvements and facilities therein.

The reimbursement charge for the Federal Inspection Area is subject to certain reductions during the entire term of the Lease, all as provided in Section 3.04. hereinafter.

The City shall have the right to lease any part of the Federal Inspection Area during the term of this Lease to any of the Federal Inspection Agencies operating in such space. The effect of such lease or leases on reimbursement charges payable by Airline and other Airline Party or Parties shall be as provided in Section 3.04.

Section 1.03. *Use of Passenger Ramp Area.* In addition to having all rights to use Public Passenger Ramp Areas as provided in the current Airport Use Agreement, between City and Airline, Airline shall have the right to park aircraft on such areas, at gate positions which are adjacent to the International Terminal Building, as shown on Drawing Number 30, Area Assignment Drawings, without additional charge of any kind being levied by City for such aircraft parking.

Section 1.04. *International Terminal Building Public Facilities.* City grants to Airline, its employees, agents, passengers, guests, patrons, and invitees, and its or their suppliers of materials and furnishers of service, the right to use in common with others, subject to rules and regulations promulgated by City in accordance with Article VI hereof, all space, improvements, facilities, equipment and services (hereinafter referred to

as the "International Terminal Building Public Facilities"), now or hereafter provided by City for public use at or in connection with the International Terminal Building, including, without limitation, public passenger walkways, public passenger loading facilities, public lobbies, public lounges, public waiting rooms, public hallways, stairways and escalators, public rest rooms and other public conveniences.

Section 1.05. *Ingress and Egress. Right to Purchase Property.* Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline shall have the right and privilege over the Airport of ingress to and egress from the premises and facilities described in Section 1.01., 1.02., 1.03., and 1.04. hereof for its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property, and except as in this Lease or in any other agreement between City and Airline or as specifically provided, in the agreement between the City and certain participating airlines, dated October 10, 1979 (C.J.P. pp. 1057-63), no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline, or transporting, loading, unloading, or handling persons, property, cargo or mail in connection with Airline's business or exercising any right or privilege granted by City hereunder. Public automobile parking areas at the Airport shall be made available for use of employees of Airline at a reasonable monthly rate and in locations to be determined by the Commissioner of Aviation. The foregoing shall not preclude City or its concessionaires from making and collecting a charge for the use of public automobile areas (subject, however, to the foregoing provisions respecting employee parking) or sightseeing facilities, or for the use of ground transportation to or from the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires, to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder.

Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

## ARTICLE II

### *Term*

The term of this Lease shall be for a period commencing on \_\_\_\_\_ the day of authorizing ordinance by the City Council of the City of Chicago and ending on December 31, 1984. It is understood and agreed that notwithstanding the above term, either party may cancel and terminate this agreement by sixty (60) days notice to the other party in writing of this election so to do.

## ARTICLE III

### *Rentals and Charges*

Section 3.01. *Rental Payable by Airline or Airline Inbound Joint Space.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City, as rental for Airline Inbound Joint Space, its pro rata share of a monthly rental of One Thousand Four Hundred Eighty-six and 92/100 Dollars (\$1,486.92) computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in common; and
- (b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airline at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

Section 3.02. *Charge Payable by Airline for Federal Inspection Area.* Commencing on the date hereof, and thereafter during the term of this Lease, Airline shall pay to City its pro-rata share of a monthly reimbursement charge for the availability of the Federal Inspection Area of Forty-two Thousand Eight Hundred Ninety-five and 17/100 Dollars (\$42,895.17), subject to adjustment as hereinafter provided, computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing such space in the International Terminal Building; and
- (b) Eighty percent (80%) thereof shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airline at the International Terminal Building, and using the Federal Inspection Area, during the month second preceding the month for which such billing is rendered bears to the total number of passengers so deplaned by Airline and such other Airline Party or Parties.

The City shall lease or issue a permit covering the use of Federal Inspection Area or so much thereof as is possible to the United States as soon as the United States or any of the Federal Inspection agencies thereof are willing and legally empowered to lease or otherwise hire such space or the use thereof at a rental rate or fee equal or as possible to the City's reimbursement charge for such space as provided in Article III hereof.

City shall assess and collect from all aircraft operators using the Federal Inspection Area (other than Airline Party or Parties paying a pro-rata share of the aforesaid monthly reimbursement charge and other than aircraft operators who are being handled by and whose passengers are being processed by such an Airline Party or Parties), a use charge for each of their passengers and crew inspected in the Federal Inspection Area. Such charge, however, shall be subject to establishment by ordinance by City after consulting with and giving due consideration to suggestions by the International Airlines Representative; so that such charge as far as practicable may not be less than the estimated equivalent average charge paid by the aforesaid Airline Party or Parties for each of their passengers inspected in the Federal Inspection Area.

The monthly reimbursement charge payable by the Airline Party or Parties shall be reduced by such amounts, hereinabove referred to, as shall be collected by the City from (a) the United States Government for use of the Federal Inspection Area, and (b) the aforesaid aircraft operators, by giving credit as soon as practicable after such receipts.

If a Terminal Use charge per aircraft is in effect for such other aircraft operators, pursuant to City ordinance, in lieu of Federal Inspection Area use charge per person, the total Federal Inspection Area reimbursement charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such Federal Inspection Area by aircraft of any other Airline Party or Parties leasing space in the International Terminal Building, during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

Section 3.03. *International Terminal Adjustment Charge.* In addition to all other sums payable hereunder, Airline agrees to pay, from the date hereof, its pro-rata share of an International Terminal Adjustment Charge of Twenty-five Thousand Nine Hundred Forty-eight and no/100 Dollars (\$25,948.00) per month, such pro-rata share to be computed as follows:

- (a) Twenty percent (20%) thereof shall be distributed equally among Airline and other Airline Party or Parties leasing space in the International Terminal Building, except that Airlines conducting arrival operations only shall pay one-half share while Airlines conducting both arrival and departure operations shall pay one full share;

- (b) Eighty percent (80%) shall be distributed among Airline and such other Airline Party or Parties in the proportion that the number of passengers deplaned by Airline at the International Terminal Building during the month second preceding the month for which such billing is rendered bears to the total number of passengers so enplaned and deplaned by Airline and such other Airline Party or Parties.

In the event that Commissioner of Aviation and International Airlines Representative agree to allow aircraft operators other than Airline Party or Parties to use either Airline Outbound Joint Space or Airline Inbound Joint Space or both, and if at the time a Terminal Use Charge per aircraft is in effect for such other aircraft operators pursuant to City ordinance, the total International Terminal Adjustment Charge shall be reduced by that portion of each such use charge collected in the month second preceding the month of billing, which represents the average individual aircraft cost of using such Joint Space by aircraft of all Airline Party or Parties leasing space in the International Terminal Building during the previous Fiscal Year, but in no event shall more than the whole of any such charge be credited.

*Section 3.04. Provisions Relating to Airline Joint Charges.* Airline shall prepare the necessary passenger statistics required by the Commissioner of Aviation and City Comptroller to compute the proportion of Joint Space rentals and charges under this Article III, which shall be reported monthly, as directed by the Commissioner of Aviation and City Comptroller, not later than the tenth day of the month for which the statistics are prepared, which is the second month preceding the month for which billing is rendered, e.g., June statistics are the basis for August Joint Space billings. City shall then prepare and submit to Airline and the other Airline Party or Parties involved monthly invoices for the following month's charges, setting forth their respective pro-rata share of such rentals and charges.

When an Airline Party or Parties begins operations at the International Terminal Building after the date hereof, the eighty percent (80%) share of Airline Joint Charges referred to in each of Sections 3.01., 3.02. and 3.03., shall be computed for the third month by giving double weight to such Airline's passenger statistics of the first month, and shall be computed to the fourth month by giving double weight to such Airline's passenger statistics of the second month.

Airline shall be responsible only for the payment of the amounts prorated and billed to it in accordance with the provisions of Sections 3.01., 3.02. or 3.03., and shall not be responsible for any part of amounts prorated and billed to any other Airline Party or Parties.

In the event the Lease of any other Airline Party or Parties leasing space or paying charges in common with Airline pursuant to Sections 3.01., 3.02. or 3.03., shall be terminated and such Airline is no longer using such space, the total monthly rental therefor shall be prorated, effective, as of the first day of the next succeeding calendar month, among the other Airline Party or Parties obligated to pay a pro rata share of the said rental.

The proration formulas set forth in Sections 3.01, 3.02 and 3.03., may be revised with approval of the Commissioner of Aviation by notice through the International Airlines Representative to the Commissioner of Aviation and City Comptroller, from time to time by a majority of the Airline Party or Parties paying a pro rata share of the rent and charges for the space to which the formula in question applies. Such majority shall mean a numerical majority, which majority must also have had deplaned in the case of Sections 3.01., and 3.02., and enplaned plus deplaned in the case of Section 3.03., a majority of the passengers at the International Terminal Building during the most recent six-month period for which such information is available.

*Section 3.05. Payment of Rentals and Charges.* Airline shall pay to City at the office of the City Comptroller of City on or before the first calendar day of each month for which such rental and charges are payable (a) all rental payable for Airline's pro rata share of Airline Outbound Joint Space Rental, Airline Inbound Joint Space Rental, Federal Inspection Area, Reimbursement Charge, and International Terminal Adjustment Charge in accordance with the provisions of Sections 3.01., 3.02. and 3.03., respectively. Any rental or charge payable by Airline hereunder which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date thereof until paid.

## ARTICLE IV

*Construction, Maintenance and Repair by Airline*

Section 4.01. *Construction, Maintenance and Repair in Joint Space in International Terminal Building.* Airline may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, in all or any part of Airline's Inbound Joint Space. All such construction or installation shall be made after obtaining any requisite building or construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Commissioner of Aviation prior to the commencement of construction or installation. Any advertising signs installed by Airline shall be limited to those which advertise air transportation, and the number, general type, size, design and location of such signs shall be subject to the approval of the Commissioner of Aviation.

Airline shall keep and maintain all such improvements and facilities and additions thereto constructed or installed by it in good condition and repair. No restrictions shall be placed upon Airlines as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Airline, together with the other Airline Party or Parties shall have responsibility for keeping Airline Inbound Joint Space, and the Federal Inspection Area (except to the extent that Federal Inspection Agencies may have assumed such responsibility) in a sanitary and sightly condition, in accordance with regulations which may be issued on this matter from time to time by the Commissioner of Aviation pursuant to Article VI hereof.

Section 4.02. *Covenant Against Liens.* Airline shall keep Airline's Inbound Joint Space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvements or use thereof by Airline; provided, however, that Airline may in good faith contest the validity of any lien.

Section 4.03. *Performance by City upon Failure of Airline to Maintain.* In the event Airline fails to perform for a period of thirty (30) days after the notice from City so to do any obligation required by this Article IV to be performed by Airline, City may enter the premises involved (without such entering, causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof, and Airline agrees to pay City such charge in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or employees of City, and City so states in its notice to Airline, City may perform such obligation of Airline at any time after giving of such notice and charge to Airline, and Airline shall pay, as aforesaid, the cost and expense of such performance.

## ARTICLE V

*Maintenance, Operation and Repair by City*

Section 5.01. *Maintenance and Operation.* City shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, the International Terminal Building and all additions, improvements facilities and equipment now or hereafter provided by City at or in connection with the International Terminal Building. City shall keep the International Terminal Building, except Airline Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, Federal Inspection Area, and concession and other rented space, in a sanitary and sightly condition.

City shall maintain and keep in good repair Public Passenger Ramp Area adjacent to the International Terminal Building (including the removal therefrom of snow and foreign matter), so as to permit the efficient taxiing, servicing, and loading and unloading of aircraft operated by Airline, and Airline agrees to take such action as the Commissioner of Aviation may reasonably request in order to enable the City to comply with this provision.



City shall at all times maintain the International Terminal Building Public Facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees and shall keep such facilities supplied, equipped (including directional signs), furnished and decorated.

City shall supply heat, water and sewerage facilities for the International Terminal Building Public Facilities, and Airline Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area, shall supply air conditioning in the International Terminal Building Public Facilities and in that portion of the Airlines' Exclusive Terminal Building Space, Airline Outbound Joint Space, Airline Inbound Joint Space, and Federal Inspection Area which according to the plans and specifications on file in the office of the Commissioner of Public Works is to be air conditioned, shall supply adequate electric power for normal use and light in all such Facilities and Space, except in Airline Operations Space, shall supply electric power lines for normal use adjacent to Airline Operations Space, and shall supply janitor service in the International Building Public Facilities, which janitor service shall be of a character satisfactory to those scheduled air transportation companies who at the time are lessees of a majority of the space in the International Building which is leased to scheduled air transportation companies, provided, however, that Airlines shall be required to pay to City reasonable charge for water supplied by City to Airline Operations Space.

Section 5.02. *Taxes on Leased Premises.* City shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder; provided, however, that the foregoing shall not apply to any taxes on any personal property or leasehold of Airline located on such premises.

Section 5.03. *Enjoyment of Rights and Privileges.* City agrees that Airline, performing its obligations hereunder, shall be entitled to and shall have the possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

Section 5.04. *Concessionaire.* In the event any concessionaire selected by the City for the purpose of operating any concession at or in connection with the International Terminal Building shall not operate such concession in a satisfactory and efficient manner, or in the event City shall fail to select a concessionaire for the purpose of furnishing necessary or desirable services or products to the public at or in connection with the International Terminal Building, City shall, upon request of those scheduled air transportation companies who at the time are lessees of a majority of the International Terminal Building which is leased to schedule air transportation companies, use its best efforts to correct such situation, including, if and so long as required, the selection of another concessionaire, provided that City has the authority so to do under the terms of the applicable concession agreement.

City agrees that it will not, during the term of this Lease, either lease or otherwise permit the use of any space, area or facility in any terminal building or otherwise upon the Airport, by way of a concession or otherwise, to any individual, partnership, or corporation engaged in business as a travel agent or travel bureau for the purpose of selling, furnishing or delivering tickets available from any Airline Party or Parties for transportation by air.

Section 5.05. *Performance by Airline upon failure of City to Maintain and Operate.* In the event City fails to perform, for a period of thirty (30) days after notice from Airline so to do, any obligation required by this Article V to be performed by City, Airline may perform such obligation of City and bill City for the cost to Airline of such performance; provided, however, that if City's failure to perform any such obligation endangers the safety of Airline's operation at the Airport and Airlines so states in its notice to City, Airline may perform such obligation performance. City, however, shall not be liable to Airline for any loss of revenues to Airline resulting from any of City's acts, omissions or neglect in the maintenance and operation or otherwise by it of the Airport or any facilities now or hereafter connected therewith.

## ARTICLE VI

*Rules and Regulations*

Airline shall observe and obey all rules and regulations governing the conduct and operation of the Airport, promulgated from time to time by City, which are reasonably required for the prudent and efficient operation of the Airport and are not inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other Airline and City relating to the Airport or any part thereof, nor inconsistent with safety, nor with the rules and regulations of any Federal or State agency having jurisdiction with respect thereto, nor inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration or any other governmental authority having jurisdiction over operations at the Airport.

The City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

City, however, shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of an air transportation business.

## ARTICLE VII

*Exercise by City of Governmental Functions*

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

Nothing contained herein shall be deemed to be the grant of any franchise, license, permit or consent to Airline to operate motor coaches, buses, taxicabs or other vehicles carrying passengers or property for hire or other consideration over the public ways to and from the Airport.

## ARTICLE VIII

*Indemnity and Insurance*

Airline agrees to indemnify and hold City harmless from and against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to or recovered from City by reason or on account of damage to the property of City or the property of, injury to or death of any person, arising from Airline's use and occupancy of and operations at the Airport, including acts of its agents, contractors and subcontractors, except when caused by City's sole negligence or by the joint negligence of City and any person other than Airlines, its agents, contractors and subcontractors; provided that City shall give Airline prompt and timely notice of any claim made or suit instituted which, in any way, affects Airline or its insurer, and Airline or its insurer shall have the right to compromise and defend the same to the extent of their own interests. Any final judgment rendered against City for any cause for which Airline is liable hereunder shall be conclusive against Airline as to liability and amount.

Airline shall, at its own expense, keep in force insurance of the following types and in not less than the following amounts, issued by a company, companies or insurers whose sound and adequate financial responsibility shall be satisfactory to the City Comptroller, insuring Airline and City against all liabilities for accidents arising out of or in connection with Airline's use and occupancy of and operations at the Airport, except when caused by City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors, and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence alone or jointly with any person other than Airline, its agents, contractors and subcontractors and shall furnish to City certificates evidencing such insurance, naming City as an additional assured thereunder, subject to the limitations set forth above in respect of City's negligence, to-wit:

<i>Type of Liability</i>	<i>Each Person</i>	<i>Minimum Limit Each Occurrence</i>
Combined Bodily Injury (excluding passengers other than cargo attendants) and Property Damage Liability	\$ 300,000	\$ 20,000,000
Passenger Bodily Injury Liability	\$ 300,000	\$ 300,000 x 75% of total number of passenger seats installed in the aircraft.

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

#### ARTICLE IX

##### *Abatement*

Section 9.01. *Abatement in event of closing.* In the event that the Airline shall be closed for any period of time by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction, the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter.

In the event the Airport shall be so closed for the landing or taking off of all turbo jet powered aircraft operated by Airline Party or Parties, which at the time are landing or taking off, in the course of normal operations, at one or more airports having facilities similar to those at the Airport, but shall not be closed to the landing or taking off of other aircraft operated by any Airline Party or Parties, then fifty percent (50%) of the rentals provided herein as payable by Airline shall abate for the period of such closing, or for the period of abatement of rentals for Airline Parties signatory to the Lease of Terminal Facilities dated January 1, 1959, due to such closing, whichever period is the shorter, but in no event for more than six (6) months for any single closing, in any fiscal year.

Section 9.02. *Abatement on Account of Casualty.* If any part of Airline's International Terminal Building Space shall be rendered untenable by reason of damage or destruction by fire, other casualty, act of God or the public enemy, not due to any fault of Airline, and if City is obligated hereunder to repair such damage or destruction, then the rentals provided herein as payable by Airline for such Space shall be paid up to the date of such damage or destruction, but, unless City shall promptly furnish adequate substitute facilities and expeditiously restore such Space, such rental shall thereafter abate in an amount directly proportional to the percentage of Airline's International Terminal Building Space, as is rendered untenable; provided, however, that if City fails to repair such damage or destruction so that such Space remains untenable for more than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or, except as provided in Section 5.05. hereof, for City's failure to expeditiously restore such Space.

#### ARTICLE X

##### *Termination by City*

City may terminate this Lease by giving Airline sixty (60) days advance notice upon or after the happening and during the continuance of any one of the following events:

- (a) The filing by Airline of a voluntary petition in bankruptcy. In such event, City shall have the right to file a claim as a creditor and the rent due and to become due, under the terms of this Lease, shall be accelerated and become due and payable.

- (b) The institution of proceedings in bankruptcy against Airline and the final adjudication of Airline as a bankrupt pursuant to such proceedings.
- (c) The taking by a court of competent jurisdiction for a period of sixty (60) days of all or substantially all of Airline's assets pursuant to proceedings brought under the provisions of any Federal reorganization act.
- (d) The appointment of a receiver of all or substantially all of Airline's assets and Airline's failure to vacate such appointment within sixty (60) days thereafter.
- (e) The assignment by Airline of its assets for the benefit of its creditors.
- (f) The abandonment by Airline of its conduct of air transportation at the Airport.
- (g) The default by Airline in the performance of any covenant or agreement required to be performed by Airline herein and the failure of Airline to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from City of notice to remedy the same.

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

#### ARTICLE XI

##### *Termination by Airline*

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

- (a) The failure or refusal of the Federal Aviation Administration to approve all weather operations into and from the Airport of aircraft of any type operated by Airline in schedule air transportation using facilities similar to those at the Airport and continuance thereof for a period of at least sixty (60) days.
- (b) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (c) The issuance of any order, rule or regulation or the taking of any action by the Civil Aeronautics Board or the Federal Aviation Administration or other competent government authority, or the occurrence of any fire, other casualty, act of God or the public enemy, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation system; provided, however, that none of the foregoing is due to any fault of Airline.
- (d) The default by City in the performance of any covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.
- (e) The substantial restriction of City's operation of the Airport by action of the Federal Government, or any department or agency thereof, under its wartime or emergency powers, or by action of the State of Illinois; or any department or agency thereof, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

- (f) The coming into effect of any treaty, convention or agreement or amendment thereto, which shall have the effect of eliminating authority to land at the Airport from the routes which may be operated by Airlines designated by the Government of \_\_\_\_\_ in lieu of Airline.
- (g) The effective date of any permit granted by the Civil Aeronautics Board to any other carrier designated by the Government of \_\_\_\_\_ in lieu of Airline.
- (h) The termination or expiration of the Air Transport Agreement between the Government of the United States and the Government of \_\_\_\_\_ signed \_\_\_\_\_, 19\_\_\_\_, provided, however, that if prior to the occurrence of the event specified in clause (c) of this Article, the operation of the foreign air transportation to Chicago authorized in such Air Transport Agreement and related Civil Aeronautics Board permit is authorized by any treaty, convention or agreement to which the United States and \_\_\_\_\_ are or shall become parties, then and in that event, Airline shall not have the right of termination by reason of such clause.
- (i) Any action or failure to act by the United States or any Board or agency thereof, or by the Government of \_\_\_\_\_ or any Board or agency thereof which shall constitute or result in the cancellation or loss of Airline's right to operate into the Airport.

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

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

#### ARTICLE XII

##### *Termination by City or Airline.*

In addition to any other termination rights provided in this lease:

- (a) City may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving Airline sixty (60) days notice of such termination; and
- (b) Airline may terminate this Lease and any or all of its obligations hereunder, effective at the end of any fiscal year during the term hereof, by giving City sixty (60) days notice of such termination.

#### ARTICLE XIII

##### *Surrender of Possession.*

Upon termination of this Lease, Airline shall surrender the premises leased to it hereunder in good condition as when received, reasonable wear and tear, damage by fire, other casualty, Act of God or the public enemy excepted.

## ARTICLE XIV

*Right of Airline to Remove Property.*

Airline shall be entitled during the term of this Lease and for a reasonable time (not exceeding forty-five days) after its termination to remove from the premises involved, or any part thereof, all trade fixtures, tools machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject, however, to any valid lien City may have thereon for unpaid rentals or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof, and provided that Airline shall repair all damages resulting from such removal.

## ARTICLE XV

*Equal Opportunity.*

Airline, in performing under this agreement, shall not discriminate against any worker, employee or applicant, or any members of the public, because of race, creed, color, religion, age, sex, or national origin, nor otherwise commit an unfair employment practice.

Airline will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, age, sex or national origin. Such shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967, Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, *et seq.*; and all amendments to those statutes and executive orders and regulations of the United States Departments of Labor, Transportation, and Health, Education, and Welfare and most particularly 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, Airline 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 Tenant*

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 Program of the Federal Aviation Administration, and therefore involves activity which services the public.

Airline 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 furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination, and (3) that Airline shall use the premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations.

In the event of the breach of any of the above non-discrimination covenants, the City of Chicago shall have the right to terminate this agreement and to re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

#### *Affirmative Action*

Airline assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect, or as otherwise approved by the Federal Aviation Administration.

### ARTICLE XVI

#### *Definitions*

The following terms when used in this Lease shall have the following meanings:

Section 16.01. *Revenue Bond Ordinance*. "Revenue Bond Ordinance" shall mean the Ordinance entitled "Ordinance authorizing the issuance of Chicago-O'Hare International Airport Revenue Bonds Series of 1959 for the purpose of improving and extending said Airport and providing for payment of principal of and interest on said bonds," adopted the 29th day of December, 1958.

Section 16.02. *Approved Revenue Bonds*. "Approved Revenue Bonds" shall mean (a) the principal amount of Bonds to be issued pursuant to the provisions of Section 2.02, of the Revenue Bond Ordinance, (b) any additional Bonds which may be issued pursuant to the provisions of Section 2.15 of the Revenue Bond Ordinance to pay the cost of completing improvements as referred to therein, and (c) any additional Bonds which may be issued pursuant to the provisions of Section 2.16 of the Revenue Bond Ordinance for the purpose of constructing additional improvements and extensions referred to therein, if and only if the terms and provisions of such additional Bonds issued under said Section 2.16 and of the Supplemental Ordinance or Ordinances of City authorizing their issue shall have been approved by the Airlines Representative.

Section 16.03. *Airport Consultant*. "Airport Consultant" shall mean the Airport Consultant acting as such under the Revenue Bond Ordinance.

Section 16.04. *Consulting Engineer*. "Consulting Engineer" shall mean the Consulting Engineer acting as such under the Revenue Bond Ordinance.

Section 16.05. *Fiscal Year*. "Fiscal Year" means the fiscal year of City commencing January 1, and ending December 31.

Section 16.06. *Approved Maximum Landing Weight.* The "Approved Maximum Landing Weight" of any aircraft shall mean the maximum landing weight approved by the Federal Aviation Administration for landing such aircraft at the Airport.

Section 16.07. *Public Passenger Ramp Area.* The "Public Passenger Ramp Area" shall mean any area or areas of improved unleased land situated on the Airport which are designed from time to time by the Commissioner of Aviation to be used for the loading and unloading of passengers upon or from aircraft and for activities incidental thereto.

Section 16.08. *Airline Parties.* "Airline Parties" shall mean at any time those air carriers who then have agreements with City, substantially the same as the Airport Use Agreement, except as to any difference in the length of term thereof, under which they agree to pay to City, in connection with each fee landing at Airport of aircraft operated by them, Flight Fees on the basis and in the manner provided in the Airport Use Agreement and who are either:

- (a) scheduled air carriers holding certificates of public convenience and necessity issued by the Civil Aeronautics Board;
- (b) foreign air carriers holding foreign air carrier permits issued by the Civil Aeronautics Board, or
- (c) air carriers holding certificates of convenience and necessity issued by the Illinois Commerce Commission (or any successor thereto).

Section 16.09. *Majority in Interest of Airline Parties.* The "Majority in Interest of Airline Parties" shall mean at any time the then Airline Parties who (a) operated during the next preceding fiscal year at least fifty percent (50%) of all scheduled international aircraft departing from the International Terminal Building, and (b) carried during the next preceding fiscal year at least fifty percent (50%) of the arriving passengers who were provided service by any one or more of the Federal Inspection Agencies in the Federal Inspection Area.

Section 16.10. *International Airlines Representative.* The "International Airlines Representative" at any time shall mean such person (and such alternates, in such order) then designated by a Majority in Interest of Airline Parties by notice to the Commissioner of Aviation. Any such designation of such Representative shall remain in full force and effect until revoked or modified by a Majority in Interest of any Airline Parties by notice to the Commissioner of Aviation.

Section 16.11. *City Comptroller.* The "City Comptroller" shall be concerned with fiscal matters for the Airport and shall mean for the purpose of this Lease the City Comptroller of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.12. *Commissioner of Aviation.* The "Commissioner of Aviation" shall be concerned with the operation and maintenance of the Airport and shall mean for the purpose of this Lease the Commissioner of Aviation of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.13. *Commissioner of Public Works.* The "Commissioner of Public Works" shall be concerned with construction at the Airport and shall mean for the purpose of this Lease the Commissioner of Public Works of City (or any successor thereto in whole or in part as to his duties hereunder) and his duly authorized assistants.

Section 16.14. *Federal Aviation Administration, Civil Aeronautics Board.* The "Federal Aviation Administration" and the "Civil Aeronautics Board" shall each include any successor thereto.



## ARTICLE XVII

*Miscellaneous*

Section 17.01. *Treatment of Others.* No right or privileges with respect to or rentals for space in the International Terminal Building at the Airport shall be granted by City to any air transportation company in competition with Airline, which are more favorable to such company than those granted to Airline, and the effect of which is to place Airline at a competitive disadvantage.

Section 17.02. *Consents and Approvals of Commissioners.* Consents and approvals by the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall be in writing and shall not be unreasonably withheld and shall be deemed to have been given unless within thirty (30) days after receipt of written request from Airlines for such consent or approval, the Commissioner of Public Works, or the Commissioner of Aviation, as the case may be, shall have given Airline a written reply refusing or withholding action on such consent or approval and stating his reasons for such refusal or such withholding of action.

Section 17.03. *Notices.* All notices to City provided for herein shall be in writing and may be sent registered mail, postage prepaid, addressed to the Commissioner of Aviation and the City Comptroller of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, \_\_\_\_\_ or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

Section 17.04. *Separability.* In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

Section 17.05. *Assignment or Sublease.* Airline shall not assign this Lease and its rights hereunder, except with the prior consent of City, provided, however, the foregoing shall not prevent the assignment of this Lease and of Airline's rights hereunder to any corporation into or with which Airline may merge or consolidate, or which may succeed to the business and assets of Airline.

Airline shall not sublease in whole the premises leased to it hereunder, except with the prior consent of City, and except as otherwise provided in Section 1.08 hereof, Airline shall not sublease in part such premises, except with the prior consent of the Commissioner of Aviation.

Section 17.06. *Remedies Cumulative.* The rights and remedies hereunder are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Section 17.07. *Headings.* The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Lease.

Section 17.08. *Successors and Assigns.* All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 16.05., hereof, inure to the benefits of and be binding upon the successors and assigns of the parties hereto.

Section 17.09. *Construction.* This Lease shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Section 17.10. *Counterparts.* This Lease has been executed in several counterparts, each of which shall be an original, and all collectively but on instrument.

Section 17.11. *Effective Date.* Execution of this Lease has been authorized by ordinance of the City Council of the City of Chicago, passed on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_ (C.J.P. pp. \_\_\_\_\_), which date shall be the effective date hereof.

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

[Signature forms omitted for printing purposes.]

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

[Exhibit "A" printed on page 11823 of this Journal.]

**City Comptroller Authorized to Advertise for Sale Parcels of City-Owned Vacant Property at Sundry Locations.**

The Committee on Finance submitted four proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith to authorize advertisement for sale of certain parcels of City-owned vacant property at sundry locations.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*No. 5565 S. LaSalle St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of improved property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

The South 25 feet of Lot 8 in Dunnings Subdivision of Lots 9 to 24 in Block 2 in Cotton and Dunnings Subdivision of that part of Chicago, Rock Island and Pacific Railroad of Blocks 1 and 2 in the School

Trustees Subdivision of Section 16, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as No. 5565 S. LaSalle Street, Permanent Tax No. 20-16-205-011).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 1447 S. Trumbull Av.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of improved property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in Silverman and Rubenstein's Resubdivision of Lots 13 and 14 in Block 1 in Grant's addition to Chicago of the Southwest quarter of the Northeast quarter of the West half of the Northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as No. 1447 S. Trumbull Avenue, Permanent Tax No. 16-23-217-014).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

—  
*No. 2616 W. Wilcox St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 1 in Campbell's Subdivision of Lots 22, 23, 24, 25, 26, 27 and 28 in the Subdivision of the East half of Lot 7 in Block 1 in Rockwell's Addition to Chicago, a Subdivision of the West half of the Northwest quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian and the North East quarter of Section 13, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as No. 2616 W. Wilcox Street, Permanent Tax No. 16-13-205-035).

(Continued on page 11824)

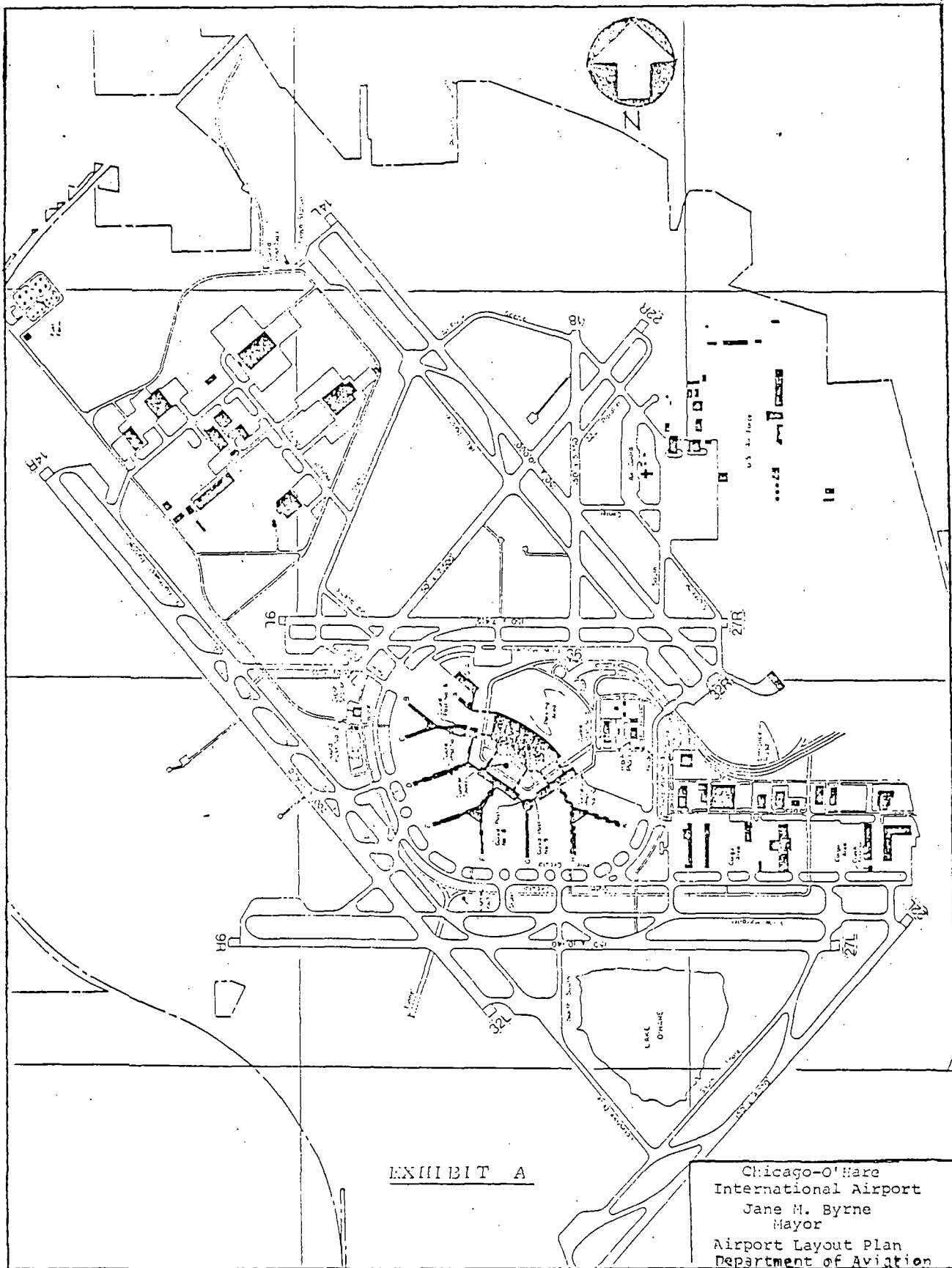


EXHIBIT A

Chicago-O'Hare  
International Airport  
Jane M. Byrne  
Mayor  
Airport Layout Plan  
Department of Aviation

(Continued from page 11822)

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

*No. 4002 W. Wilcox St.*

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

SECTION 1. The City Comptroller is authorized to advertise for sale the following parcel of vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lots 47 and 48 in Block 4, W. M. Derby's Subdivision of the Northeast quarter of the Northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. (Commonly known as No. 4002 W. Wilcox Street, Fire Station).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

Bidders shall furnish Economic Disclosure Statement, as per City Ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the City Comptroller who is authorized to prepare such bidding forms.

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

**Acceptance of Bids Authorized for Purchase of City-Owned  
Property at Sundry Locations.**

The Committee on Finance submitted separate reports recommending that the City Council pass nine proposed ordinances transmitted therewith to authorize the acceptance of bids of City-owned property at sundry locations.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

*Nos. 1606-1608 S. Halsted St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Miguel Centeno, No. 1601 S. Halsted Street, Chicago, Illinois, 60608, to purchase for the sum of \$5,900.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 18, 1981, page 8564, described as follows:

Lots 22 and 23 in Kaylor's Subdivision of the East 2 Chains of the North half of the North half of the Southeast quarter of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1606-1608 S. Halsted Street, Permanent Tax Nos. 17-20-406-024 and 023).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$590.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*No. 1609 S. Halsted St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Miguel Centeno, No. 1601 S. Halsted Street, Chicago, Illinois, 60608, to purchase for the sum of \$3,000.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed December 18, 1981, page 8564, described as follows:

Lot 4 in Brook's Subdivision of Lot 1 in Block 46 in Canal Trustees Subdivision of the West half and so much of the Southeast quarter as lies West of South Branch of Chicago River of Section 21, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1609 S. Halsted Street, Permanent Tax No. 17-21-300-003).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—  
*Nos. 1543-1547 S. Keeler Ave.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Daniel Jemison, No. 1541 S. Keeler Avenue, Chicago, Illinois, 60623, to purchase for the sum of \$5,900.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed March 19, 1982, page 9962, described as follows:

Lots 31 and 32 and the South 8-1/3 feet of Lot 33 in Block 5 in our home addition to Chicago, a Subdivision of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, (except the North 50 acres thereof) in Cook County, Illinois (commonly known as Nos. 1543-1547 S. Keeler Avenue, Permanent Tax No. 16-22-227-017).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$590.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—  
*Nos. 4663-4669 S. Lake Park Ave.*

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

SECTION 1. The City of Chicago hereby accepts the bid of John Bartolomeo, No. 2715 W. 90th Place, Evergreen Park, Illinois, to purchase for the sum of \$15,500.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed December 18, 1981, page 8565, described as follows:

Lot 8 and the Northwesterly 1/2 of Lot 9 in the Subdivision by Penoyer L. Sherman of Lots 5 and 6 in Lyman's Subdivision of that Part Lying West of the Illinois Central Railroad of Southeast fractional quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 4663-4669 S. Lake Park Avenue, Permanent Tax Nos. 20-02-405-054 and 055).

Subject to open taxes.

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,550.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*No. 3541 S. Morgan St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Edward F. Koren, No. 3545 S. Morgan Street, Chicago, Illinois 60609, to purchase for the sum of \$6,000.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed December 19, 1981, pages 8566-8567, described as follows:

Lot 27 in Block 4 Gage, Hubbard and Others Subdivision of the East half of the Southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 3541 S. Morgan St. Permanent Tax No. 17-32-405-002).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$600.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

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*Nos. 2637-2639 W. North Ave.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Paul Freeman, No. 29 S. LaSalle Street, Suite 340, Chicago, Illinois 60603, to purchase for the sum of \$9,550.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed December 11, 1981, page 8274, described as follows:

The east 50.11 feet of the West 100 feet of Lots 1, 2, 3, 4 and 5 (except part for the widening of North Ave.) in Block 2 in Harvey M. Thompson's Subdivision of the Northwest quarter of the Northeast quarter of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 2637-2639 W. North Avenue, Permanent Tax Nos. 16-01-202-027 and 16-01-202-048).



Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$955.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—  
*No. 3410 W. North Ave.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Mervyn Dukatt, No. 1012 N. Milwaukee Avenue, Chicago, Illinois 60622, to purchase for the sum of \$5,000.00 the City-owned vacant property, previously advertised, pursuant to Council authority passed January 14, 1982, page 9070 described as follows:

Lot 22 in Jameson's Subdivision of Block 21 in Simon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3410 W. North Avenue, Permanent Tax No. 13-35-420-041).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

—  
*No. 5914 S. Sangamon St.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert and Betty Stanfield, No. 7214 S. Oakley Avenue, Chicago, Illinois, 60636, to purchase for the sum of \$2,400.00, the City-owned vacant property,

previously advertised, pursuant to Council authority passed October 6, 1981, pages 7320-7321 described as follows:

Lot 47 in Block 3 in Mifflin's Subdivision of Blocks 3 and 4 in Thompson and Holmes Subdivision of the East 45 acres of the North 60 acres of the Southeast quarter of Section 17, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 5914 S. Sangamon Street, Permanent Tax No. 20-17-404-026).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$240.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

*Nos. 1150-1156 E. 62nd St./6151-6159 S. University Ave.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Woodlawn Baptist Church, No. 6207 S. University Avenue, Chicago, Illinois, 60637, to purchase for the sum of \$14,801.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed December 11, 1981, pages 8274-8275 described as follows:

The South 100 feet of the West half (except the East 10 feet thereof heretofore conveyed to the City of Chicago for a public alley) of Block 1 in Busby's Subdivision of the South half (except 2-1/2 acres) of the Southwest quarter of Section 14, Township 38 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1150-1156 E. 62nd Street/Nos. 6151-6159 S. University Avenue, Permanent Tax No. 20-14-312-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 2. The Mayor and the City Clerk are authorized to sign and attest Quitclaim Deed conveying all interest of the City of Chicago in and to said property to said purchaser.

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,481.00 submitted by said bidder to the City Comptroller, who is authorized to deliver said Deed to the purchaser upon receipt of the balance of the purchase price of said property.

SECTION 4. The City Clerk is further authorized and directed to refund the deposit checks to the unsuccessful bidders for the purchase of said property.

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

**Bid of David Pitchford Rejected and City Comptroller  
Authorized to Re-Advertise for Sale Parcel  
of City-Owned Vacant Property at No.  
5421 W. Harrison St.**

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. The City of Chicago hereby rejects the bid of David Pitchford, No. 5425 W. Harrison Street, Chicago, Illinois to purchase for the sum of \$2,500.00, the City-owned vacant property, previously advertised pursuant to Council authority passed March 19, 1982, page 9960.

SECTION 2. The City Clerk is authorized to refund the deposit check of the above named bidder.

SECTION 3. The City Comptroller is authorized to re-advertise for sale the following parcel of the vacant City-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 2 in T.C. Brockhausen's Subdivision of Lots 219 and 220 in School Trustees' Subdivision of the North part of Section 16, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 5421 W. Harrison Street, Permanent Tax No. 16-16-301-008).

Subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. This ordinance shall take effect and be in full force from and after date of its passage.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Amendatory Ordinance Authorizing Designation of Properties  
Eligible for Inclusion in the Adjacent  
Neighbors Program.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the designation of properties eligible for inclusion in the Adjacent Neighbors Land Acquisition Program.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. That the ordinance passed by the City Council on March 6, 1981, printed on pages 5584-85 of the Official Journal of Council Proceedings, establishing the Adjacent Neighbors Land Acquisition Program, is hereby amended by a series of deletions and insertions, as detailed in Sections 2 through 8 herein.

SECTION 2. Strike from Section 2 thereof, as printed, the following:

"Said owner-occupant must not be delinquent in payment of any property taxes or special assessments on said improved property in order to qualify for participation in this program."

Insert in lieu thereof:

"Said owner-occupant must not be delinquent in payment of any property taxes and/or special assessments on said improved property in order to qualify for participation in this program."

Strike, also from Section 2 thereof, as printed, the following:

"Parcel of Vacant Real Property": An unimproved parcel of vacant real property within the corporate boundaries of the City of Chicago to which the City of Chicago holds legal title free from any title defects."

Insert in lieu thereof:

"Parcel of Vacant Real Property": An unimproved parcel of vacant real property within the corporate boundaries of the City of Chicago to which the City of Chicago holds legal title and which is bounded on at least one side with an occupied improved property."

SECTION 3. Strike Section 3 thereof, printed as follows:

"SECTION 3. The Department of Planning shall identify certain City-owned parcels of vacant real property to be made available under the Adjacent Neighbors Land Acquisition Program. All parcels identified for this program shall be properties with twenty-five front footage or less in R-1, R-2, R-3 or R-4 zoning districts as established by Chapter 194A of the Municipal Code of Chicago. Corner lots and lots which are adjacent to other City-owned vacant lots shall not be included in this program."

Insert in lieu thereof:

"SECTION 3. The Department of Planning shall identify certain parcels of vacant real property to be made available under the Adjacent Neighbors Land Acquisition Program. Parcels identified for this program shall be properties with thirty-five front footage or less in R-1, R-2, R-3, R-4 and R-5 zoning districts as established by Chapter 194A of the Municipal Code of Chicago. Corner parcels and parcels bordered on one side by an alley which meet this criteria, as well as irregularly sized parcels which meet the zoning criterion, shall also be eligible for inclusion in this program."

SECTION 4. Insert also a new Section 4 of said ordinance, as follows:

"SECTION 4. Certain parcels of vacant real property identified by the Department of Planning as eligible for inclusion in the Adjacent Neighbors Land Acquisition Program shall be sold subject to outstanding real property taxes and/or special assessments. Said property taxes and/or special assessments must be paid by the Adjacent Neighbor, selected as successful bidder by the City Council, and documented proof of said payment provided prior to conveyance of title by the City."

SECTION 5. Those passages identified as Sections 4, 5 and 6 of the original ordinance of March 6, 1981, shall heretofore be identified as Sections 5, 6 and 7, respectively, of the amended ordinance.

SECTION 6. That passages identified as Section 7 of the original ordinance of March 6, 1981, shall heretofore be identified as Section 8 of the amended ordinance. Said Section shall be further amended as follows:

Strike from said Section, as printed, the following:

"In consideration of the transfer herein the grantor and grantee covenant and agree that, the parcel of vacant, real property conveyed by this instrument, shall not be transferred, assigned or otherwise conveyed, except in conjunction with the adjoining lot which is owned by the grantee at the time of closing and is legally described as follows:"

Insert in lieu thereof:

"In consideration of the transfer herein, the grantor and grantee covenant and agree that the grantee(s) and his (their) successors and assigns shall not transfer, assign or otherwise convey the above described parcel of real property except in conjunction with the adjoining lot which is owned by the grantee at the time of closing and is legally described as follows:"

Strike also from said Section, as printed, the following:

"It is futher agreed that the foregoing covenant shall run with the land and be in full force and effect for a period of ten years from the date of closing."

Insert in lieu thereof:

"It is futher agreed that the foregoing covenant shall run with the land and be in full force and effect for a period of ten years from the date of this deed."

SECTION 7. That passage identified as Section 8 of the original ordinance of March 6, 1981, shall heretofore be identified as Section 9 of the amended ordinance. Said Section shall be further amended as follows:

Strike from said Section, as printed, the following:

"Failure to comply with the restriction and requirements of this agreement for a period of five years from and after the date of closing of the sale shall result in the City of Chicago taking the necessary legal action to ensure compliance with provisions of said agreement."

Insert in lieu thereof:

"Failure to comply with the restrictions and requirements of this agreement for a period of five years (other than the ten year covenant restricting transfers) from and after the date of closing of the sale shall result in the City of Chicago taking any necessary legal action to ensure compliance with provisions of said agreement."

SECTION 8. That passage identified as Section 9 of the original ordinance of March 6, 1981, shall heretofore be identified as Section 10 of the amended ordinance.

In addition to the language, as printed, of said Section, insert the following:

"The terms contained in this amendatory ordinance shall not be applied retroactively to former sales."

SECTION 9. The foregoing amendment shall become effective immediately upon passage of this ordinance.

SECTION 10. This ordinance shall be effective from and after the date of its passage.

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**Allocation of MFT Funds Authorized for New Street  
Construction at Various Locations.**

The Committee on Finance submitted a report recommending that the City Council pass the said proposed ordinance transmitted therewith, authorizing allocation of Motor Fuel Tax Funds for New Street Construction at specified locations during 1982 in the amount of \$1,115,000.00.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller and the City Treasurer with the approval of the Department of Transportation and the State of Illinois are authorized and directed to allocate the sum of One Million One Hundred Fifteen Thousand (\$1,115,000.00) Dollars from that part of the Motor Fuel Tax Fund which has been or may be allocated to the City of Chicago for New Street Construction 1978-11, M.F.T. Project No. 78-05028-00-PV, in the construction of the following new streets:

S. Carpenter St. - W. 91st St. to W. 90th St.  
S. Emerald Ave. - W. 100th St. to W. 99th St.  
S. Union Ave. - W. 101st St. to W. 99th St.  
S. Eggleston Ave. - W. 101st St. to W. 100th St.  
W. 93rd St. - S. Leavitt St. to S. Damen Ave.  
W. 100th Pl. - S. Normal Ave. to S. Eggleston Ave.  
W. 100th St. - S. Normal Ave. to S. Eggleston Ave.

SECTION 2. The Commissioner of Streets and Sanitation is authorized to expend from said fund any sum necessary for all work in connection with the construction of said improvement, all subject to the approval of the Department of Transportation of the State of Illinois.

SECTION 3. The Purchasing Agent of the City of Chicago is hereby authorized to advertise and receive bids for the said improvement when approved by the Department of Transportation of the State of Illinois and to enter into all necessary contracts therefore.

SECTION 4. If it should become necessary to remove, relocate, replace or adjust any part of the water distributing system, street lighting system, signal and fire alarm equipment or traffic control system of the City, the appropriate City department shall perform such necessary work with its own forces and charge the cost thereof to that part of the Motor Fuel Tax Fund allocated for the improvement in Section 1 of this ordinance.

SECTION 5. Motor Fuel Tax Funds allocated for this project shall not be transferred to any other Motor Fuel Tax project or Motor Fuel Tax Funds allocated for any other project shall not be transferred to this project, in either instance, without the prior approval of the City Council.

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

SECTION 6. The City Comptroller shall set up a separate account for this project. The Commissioner of Streets and Sanitation shall not expend or authorize the expenditure in excess of the amount shown and the City Comptroller shall not authorize the payment of any vouchers in excess of the amount shown without having had the prior approval of the City Council.

SECTION 7. The operating department shall maintain a separate ledger account for this project utilizing standard account classifications acceptable under generally accepted accounting principals with all charges for direct and indirect expenses delineated, categorized and detailed for this project.

SECTION 8. The City Comptroller and the City Treasurer are authorized and directed to make disbursements from said allocation when properly approved by the Commissioner of Streets and Sanitation.

SECTION 9. The City Clerk is directed to transmit two (2) certified copies of the ordinance to the Division of Highways of the Department of Transportation of the State of Illinois through the District Engineer of District 1 of said Division of Highways.

SECTION 10. This ordinance shall be in force and effect from and after its passage.

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**Authorization to Submit an Advisory Referendum Question  
to the Voters of the City of Chicago on a Nuclear  
Arms Freeze.**

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

WHEREAS, Millions of American citizens have urged their government to work towards ending the proliferation of nuclear weapons; and

WHEREAS, Article VII of the Illinois Constitution confers upon the Chicago City Council the authority to submit advisory referenda to the voters of Chicago; and

WHEREAS, The results of such local referenda will constitute the opinion of the residents of the City of Chicago regarding a nuclear freeze; and

WHEREAS, Local opinion on this matter is important to public officials in the determination of what is wise public policy; and

WHEREAS, It is deemed by the City Council of the City of Chicago to be in the public interest to submit such a question to the voters at the general election; now, therefore,

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

SECTION 1. It is the determination of the City Council of the City of Chicago that the following question of public policy should be submitted to the voters of the City of Chicago as an advisory referendum at the General Election scheduled for November 2, 1982, TO WIT:

"Shall the United States Government propose to the Soviet Union that both governments agree to immediately freeze the testing, production and further deployment of all nuclear weapons, missiles and delivery systems in the manner that can be verified by both governments."

SECTION 2. The City Clerk is hereby directed promptly to certify the passage of this ordinance and to deliver a copy thereof to the Board of Election Commissioners of the City of Chicago, and said Board of Election Commissioners hereby is authorized, directed and requested to take all necessary and proper steps for notification, holding and conducting said advisory, referendum election on November 2, 1982.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval in the manner provided by law.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Kelley, Sherman, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--43.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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**Authority Granted for Issuance of Free Permits, License Fee,  
Exemptions and Refund of Fees for Certain Charitable,  
Educational and Religious Institutions.**

The Committee on Finance to which had been referred (December 3, 1981 and July 15, 1982) sundry proposed ordinances and orders transmitted therewith to authorize issuance of free permits, license fee exemptions and refund of fees for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.



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

—  
FREE PERMITS.

*Church of Our Saviour.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Church of Our Saviour for the remodeling of the parish house (work to be done by W. E. O'Neil Construction Co., No. 2751 N. Clybourn Avenue) on the premises known as No. 530 W. Fullerton Parkway.

Said building shall be used exclusively by church personnel and church 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.

—  
*New Horizon Housing Corporation.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the New Horizon Housing Corporation for the construction of thirty-eight townhouses in conjunction with the City of Chicago Department of Housing in the vicinity of W. 61st Street and S. Halsted Street.

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

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

—  
*Olivet United Methodist Church.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Olivet United Methodist Church No. 4201 W. Jackson Boulevard for construction of a new church on the premises known as No. 147 S. Keeler Avenue.

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

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

*St. Joseph Hospital.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Joseph Hospital for remodeling the 13th floor office; ambulatory surgery holding area, (Pora Construction Co., 625 Seegers Rd., Des Plaines, Ill.) on the premises known as No. 2900 N. Lake Shore Drive.

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

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

*Saint Margaret Mary Parish.*

*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 Margaret Mary Parish for the conversion of the convent building to a day care center (by the Polonia Construction Company, 7017 W. Higgins Road) on the premises known as No. 2324 W. Chase Avenue.

Said building shall be used exclusively for child day care 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.

*The Organic Theater Company, Inc.*

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Organic Theater Company, Inc., No. 3317 N. Clark Street for rehabilitation and remodeling on the premises known as No. 3317 N. Clark Street.

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

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

## LICENSE FEE EXEMPTIONS.

*Home.*

*Misericordia Home.*

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

SECTION 1. Pursuant to Section 136-5 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Misericordia Home, 2916 W. 47th Street, is hereby exempted from payment of the annual license fee provided therefore in Section 136-4, for the year 1982.

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

*Hospitals.*

*Mercy Hospital and Medical Center.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1982:

Mercy Hospital and Medical Center  
Stevenson Expressway at King Drive.

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

*Mary Thompson Hospital.*

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients; shall be exempted from payment of the hospital license fee for the year 1982:

Mary Thompson Hospital  
No. 140 N. Ashland Avenue.

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

*Walther Memorial Hospital.*

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

SECTION 1. Pursuant to Section 130-15 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Health, the Walther Memorial Hospital No. 1116 N. Kedzie Avenue, is hereby exempted from payment of the annual Food Dispenser (Retail) license fee provided therefore, for the year 1982.

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

REFUND OF FEES.

*Blinderman Construction Co.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund the amount of \$5,665.90 to the Blinderman Construction Co, Inc. 1701 East Lake Avenue, Glenview, Illinois, representing payment Building Permit fee No. B585256 for work done at premises located at 2019-00 West Lawrence Avenue.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

*Childrens' Memorial Hospital.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund the amount of \$2,529.25 to Childrens' Memorial Hospital, 2300 Childrens Plaza, representing payment of fee for Building Permit No. B-579577.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

*O'Donnell, Wicklund, Pigozzi Architects, Inc.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund the amount of \$892.00 to O'Donnell, Wicklund, Pigozzi Architects, Inc., No. 3239 Arnold Lane, Northbrook, Illinois, representing payment of the following building permit fees, for interior remodeling of the fifth floor of DePaul University property located at No. 64 E. Jackson Boulevard:

<i>Permit No.</i>	<i>Amount</i>
B-597719	\$ 119.00
B-598166	733.00

The City Comptroller is further authorized and directed to charge Account No. 100-9112-990.

*Grant Hospital of Chicago.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund the amount of \$3,839.75 to the Grant Hospital of CHicag, No. 550 W. Grant Avenue, representing payment for Building Permit No. B-591338 for the remodeling of their Pediatric Unit.

The City Comptroller is further authorized and directed to charge Account No. 100.9112-990.

*Harper Square Child Care Center.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund a building permit fee in the amount of \$48.00, charged against Harper Square Child Care Center, No. 4800 S. Lake Park Boulevard, not-for-profit organizaiton.

The City Comptroller is further authorized and directed to charge Account No. 100.9112-990.

*Japanese American Service Committee Housing, Corp.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund fees listed below, to the Japanese American Service Committee Housing Corporation, No. 4427 N. Clark Street, representing payment for building permits for the construction of a 13-story brick senior citizens apartment building and driveway on the premises known as No. 4801 N. Sheridan Road, as follows:

<i>Permit No.</i>	<i>Amount</i>
B-549827	\$ 9,916.25

The City Comptroller is further authorized and directed to charge Account No. 100-9112-990.

*LaRabida Children's Hospital and Research Center.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund \$231.45 paid by LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan, for building permit No. 536188 covering electrical alterations.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

*LaRabida Children's Hospital and Research Center.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund "Building Permit" fee in the amount of \$205.00 for renovation work on the premises of LaRibida Children's Hospital & Research Center, No. E. 65th Street at Lake Michigan, which the hospital paid.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

*St. Mary of Providence School.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund "Building Permit" fee, in the amount of \$500.00 for new construction on the premises known as St. Mary of Providence School, No. 4200 N. Austin Avenue, a not-for-profit organization.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

*St. Stephen's Terrace Corp.*

ORDERED, That the City Comptroller is hereby authorized and directed to refund Building Permit fees in the amount of \$33,067.55, to St. Stephens Terrace Corporation, No. 2000 W. Washington Boulevard, for construction of housing at above location.

The City Comptroller is further authorized and directed to charge account No. 100-9112-990.

**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 July 15, 1982, 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:

<i>Name and Address</i>	<i>Warrant No. and Type of Inspection</i>	<i>Amount</i>
Chicago Service Work and Rehabilitation, No. 4001 W. Devon Avenue.	F4-131242 (Mech. Vent.)	\$ 45.00
Congregation Rodfei Zedek No. 5200 S. Hyde Park Blvd.	P1-204151 (Fuel Burn. Equip.)	80.00
Little Sisters of the Poor, No. 2325 N. Lakewood Avenue.	P1-200944 (Fuel Burn. Equip.)	320.00

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

**Authority Granted for Payments of Hospital, Medical and Nursing Services  
Rendered Certain Injured Members of Police and Fire Depts.**

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said order as passed:

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

Carmen Y. Adcock, 002822, Recruit Training; injured March 15, 1982	\$ 33.00
Carmen Y. Adcock, 002822, Recruit Training; injured May 26, 1982	119.00
Joseph Aguinaga, 004161, District 12; injured May 12, 1982	118.00
Willie L. Anderson, 013640, Gang Crimes-West; injured May 3, 1982	91.00
Leonard M. Ash, 018307, Public and Internal Information Division; injured May 15, 1982	38.75
Michael C. Baka, 023017, District 10; injured May 11, 1982	169.50
Edward C. Beale, 035003, Marine Unit; injured May 29, 1982	132.50
George J. Bereckis, 042371, District 12; injured March 6, 1982	108.00
Mary L. Bonnema, 060266, District 6; injured May 20, 1982	88.00
Emmett Boyd, 065215, District 5; injured May 23, 1982	75.00
Robert R. Brancher, 068822, District 20; injured March 6, 1982	90.00
John F. Brimer, 090909, District 10; injured January 12, 1982	98.50
Peter Bukiri, 086078, Gang Crimes-West; injured February 4, 1982	341.00
John T. Burns, 090409, District 10; injured January 4, 1982	1,605.15
Thomas G. Byrne, 095990, District 17; injured May 19, 1982	116.00
Paul A. Cardon, 105646, District 24; injured May 27, 1982	40.00
Lynn C. Carroll, 110183, District 14; injured October 10, 1981	80.00
Jerome Chapman, 119502, District 24; injured May 10, 1982	88.50
Joseph Ciukowski, 126088, District 18; injured May 2, 1982	141.50
Edgar Clay, Jr., 129099, Youth Division; injured January 7, 1982	397.20

Hosie L. Clemons, 129955, District 4; injured May 31, 1982	\$ 50.00
Michael A. Colon, 137706, District 10; injured May 30, 1982	152.00
John Connon, 141867, District 17; injured May 5, 1982	67.50
John Connon, 141867, District 17; injured May 14, 1982	56.00
Robert M. Coughlin, 151981, District 12; injured September 13, 1981	73.00
Sam P. Cozzo, 154162, District 18; injured May 10, 1982	75.50
Frank T. Cusimano, District 9; injured May 7, 1982	117.50
Robert A. Davino, 172206, District 8; injured May 19, 1982	70.00
Allen C. Davis, 172236, District 6; injured May 3, 1982	68.00
Joseph Dease, 180139, District 7; injured May 23, 1982	53.00
David DeVogelear, 187620, District 20; injured May 12, 1982	45.00
Theresa T. Dishman, 192160, District 11; injured May 2, 1982	112.00
Theresa T. Dishman, 192160, District 11; injured May 11, 1982	71.50
Edward Dolan, 194649, District 24; injured May 25, 1982	156.00
Gloria J. Donald, 196459, District 17; injured May 22, 1982	65.75
Michael B. Duhig, 209817, Property Crimes; injured April 19, 1982	70.00
James R. Duckhorn, 207605, District 18; injured May 21, 1982	77.00
Richard B. Ehrmann, 219865, District 4; injured May 30, 1982	143.00
Robert Elliott, 221671, District 6; injured April 12, 1982	94.40
Leonard Ellis, 221973, District 2; injured May 20, 1982	270.00
Edward A. Faust, 233829, District 14; injured May 7, 1982	83.00
William W. Filipiak, 238912, District 22; injured May 30, 1982	71.80
Robert J. Heyrman, 342598, Youth Division; injured April 8, 1982	167.00
Eugene Hornowski, 356538, District 15; injured September 14, 1981	135.50
Merrill L. Johnson, 386290, District 7; injured April 27, 1982	138.75
Sheila Merriweather, 546935, Recruit Training; injured August 26, 1981	100.00



John E. Siedleck, 748144, District 18; injured October 27, 1980	\$ 684.50
Raymond J. Starzynski, 775928, District 16; injured October 17, 1981	722.00
George Tansey, 798962, District 16; injured January 11, 1982	58.00

and

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

Michael J. Kelnoskey, 411550, District 9; injured January 28, 1982	\$ 90.00
Soter J. Liberis, 468450, District 24; injured March 2, 1982	4.60
Clarence E. Malinger, 494080, Financial Investigation Unit; injured October 16, 1981	191.00
Ronald Matthews, 511124, District 19; injured April 6, 1982	50.00
Joseph J. Modelski, 559659, District 14; injured November 30, 1981	4,374.20
William B. Muehfelder, 572871, District 20; injured January 6, 1982	840.00
Robert Palacz, 627172, Training Division; injured October 16, 1981	438.50
Mitchell Ramski, 673202, District 5; injured January 23, 1982	241.00
Michael J. Schmitz, 727392, District 23; injured March 22, 1982	33.00
Alfred C. Schubert, 729497, District 3; injured April 11, 1982	115.80

**Authority Granted for Payment of Miscellaneous Refunds,  
Compensation for Property Damage, Etc.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, to authorize payments of miscellaneous claims.

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the dates and locations by type of claim; with said amount to be charged to the activity and account specified as follows:

*Refunds on Various Licenses.*

Department of Finance, City Comptroller's Office:  
Account No. 100.9112.934.

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
John Swain, 6645 St. Lawrence Avenue, Chicago, Illinois 60637	11653 (Food)	\$ 35.00
P.C.W. Tap and Liquor, Incorporated, c/o Karr and Valenti, Ltd., 30 N. LaSalle Street, Chicago, Illinois 60602	K-18873 (Liquor)  2185 (Food)	669.00  37.50
Ruby Dell Thorp, 3654 W. 16th Street, Chicago, Illinois 60623	20028 (Food)	50.00
Travis Redd, 7333 S. Yates Avenue, Chicago, Illinois 60649	K-45210 (Food)	30.00

Arthur L. Habel, 4312 N. Francisco Avenue, Chicago, Illinois 60618	1028 (Food)	\$ 50.00
Betty Zane Corporation, 18 E. Adams Street, Chicago, Illinois 60603	11194 (Food)	25.00
Betty Zane Corporation, 34 W. Randolph Street, Chicago, Illinois 60601	11197 (Food)	25.00
Alpine Market Incorporated, 4030 N. Cicero Avenue, Chicago, Illinois 60641	32349 (Food and Milk)	83.00
Phil House Corporation of America, 5430 N. Clark Street, Chicago, Illinois 60657	11793 (Food)	25.00
Barbara Ann Walker, 5711 W. Addison Street, Chicago, Illinois 60634	10031 (Residential Parking)	10.00
Walgreen Company, 200 Wilmot Road, Deerfield, Illinois 60015	722 (Liquor)	669.00
Inge W. Muller, 6019 W. Irving Park Road, Chicago, Illinois 60634	731 (Florist)	120.00
Eddie Miranda, 3624 W. North Avenue, Chicago, Illinois 60647	33030 (Food and Milk)	75.00
Dorothy Lind, 3323 W. Foster Avenue, Chicago, Illinois 60625	K-34885 (Food)	25.00
Jim's 601 Liquor, Incorporated, 601 W. Division Street, Chicago, Illinois 60610	20169 (Food)	50.00
Hohmier Mill and Lumber Company, 2011 W. Belmont Avenue, Chicago, Illinois 60618	38 (Lumber Yard)	150.00
Firestone Tire and Rubber Company, 7615 S. Cicero Avenue, Chicago, Illinois 60652	20348 (Repair Shop)	150.00
Young's Group, Incorporated, 4100 S. Ashland Avenue, Chicago, Illinois 60609	149 (Tobacco)	10.00

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*Damage to Property.*

Department of Streets and Sanitation,  
Bureau of Forestry: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
John Skwarko, 5117 S. Lawndale Avenue, Chicago, Illinois 60632	2-15-82 5117 S. Lawndale Avenue	\$ 225.00;

*Damage to Vehicles.*

Department of Police: Account No. 100.9112.934.

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
James A. Condon, 9350 S. Leavitt Street, Chicago, Illinois 60643	6-13-81 9600 S. Vanderpoel	\$ 630.00
Ada M. Jones-Winston, 4943 W. Monroe Street, Chicago, Illinois 60644	1-14-82 3002 W. Harrison	70.00;

*Damage to Vehicles.*

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Henry Jacinto, 6455 W. Wabansia Avenue, Chicago, Illinois 60635	11-18-81 2535 Lakeview	\$ 169.00
Juan Moran, 3730 W. Palmer Street, Chicago, Illinois 60647	1-21-82 3730 W. Palmer Street	281.00
Nicola Francone, 300 N. State Street, Chicago, Illinois 60610	12-17-81 Lower Wacker Drive	945.00
Helen Stoklosa, 4900 S. Tripp Avenue, Chicago, Illinois, 60632	1-14-82 E. of Knox near the Railroad	100.00
Robert H. Krasnow, Attorney, 111 W. Washington Street, Chicago, Illinois 60602	11-9-81 9817 S. Charles Re: Flossie Brazier	400.00
Allstate Insurance Company and Lorie Reed, P.O. Box 127, Skokie, Illinois 60077	6-22-81 120 N. LaSalle Street	379.10
John O. Skubiak, 1140 Elmwood Avenue, Oak Park, Illinois 60302	1-6-82 711 W. Monroe Street	280.00

Rudolph Douglas, 905 E. 84th Street, Chicago, Illinois 60619	1-22-82 7715 S. Cottage Grove Avenue	\$ 115.00
Juan M. Muizar, 700 Vine Avenue, Highland Park, Illinois 60035	1-21-82 Garage No. 9	125.00
Tony J. Angelo, 120 Eastpoint Court, Springhill, Florida 33526	2-24-82 Diversey and Natoma	200.00
James Decker, 9040 S. Dauphin Avenue, Chicago, Illinois 60619	2-5-82 87th and Jeffery	357.00
Peter James Pamel, 300 N. State Street, Chicago, Illinois 60610	10-28-81 161 E. Pearson	219.00
Will G. Munnecke, 10537 S. Longwood Drive, Chicago, Illinois-60643	12-24-81 111th and Western Avenue	260.00
Leroy L. Hudson, 1028 Frances Parkway, Park Ridge, Illinois 60068	2-24-82 Harlem and Touhy	400.00
Denise Ellis, 5220 S. Woodlawn Avenue, Chicago, Illinois 60615	2-16-82	265.00
Daniel Golubovich, 10504 S. Avenue L, Chicago, Illinois 60617	10-4-79 132nd and Avenue O	159.00
Anne K. Kelso, 10224 S. Walden Parkway, Chicago, Illinois 60643	3-25-82 95th and Dan Ryan	226.00
Walter Inda, 1217 N. Kildare Avenue, Chicago, Illinois 60651	3-31-82 1217 N. Kildare Avenue	375.00
Eric P. Ferleger, 5445 N. Sheridan Road, Chicago, Illinois 60640	2-24-82 Hyatt Regency	30.00
Milagros Almendras, 3625 N. Whipple Street, Chicago, Illinois 60618	2-14-82 802 W. Irving Park	39.69
James Wilkes Jr., 8947 S. Laflin Street, Chicago, Illinois 60620	4-16-82 83rd and Champlain	400.00
Gloria L. Hickman, 8617 S. Drexel Avenue, Chicago, Illinois 60619	4-13-82 8600 S. St. Lawrence	250.00

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Arnold C. Balikov, 4919 N. Ridgeway Avenue, Chicago, Illinois 60625	4-23-82 120 N. LaSalle Street	\$ 200.00
John Vinci, 3152 N. Cambridge Avenue, Chicago, Illinois 60657	3-10-82 Roscoe Street at Sheffield	214.00
Stanley Paciorek, 4514 W. Palmer Street, Chicago, Illinois 60639	3-7-82 4640 W. Palmer	219.00

*Damage to Property.*

Department of Streets and Sanitation: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Recovery Services, International and Adele and Ernest Carroll, 120 S. Riverside Plaza, Chicago, Illinois 60606	6-19-80 4848 S. Evans Avenue	\$ 657.00
Theresa Nuebauer, 3045 N. Hamilton Avenue, Chicago, Illinois 60618	1-13-82 3045 N. Hamilton	90.00
Stanley Jeleniewski, 3051 S. Archer Avenue, Chicago, Illinois 60608	3-4-82 3051 S. Archer Avenue	65.00
Balzekas Motors, 4030 S. Archer Avenue, Chicago, Illinois 60632	3-4-82 4030 S. Archer Avenue	232.00

*Damage to Property.*

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Kamila Zielenkewicz, 3416 S. Hamilton Avenue, Chicago, Illinois 60608	7-5-80 3416 S. Hamilton Avenue	\$1,050.00

and

*Be It Further Ordered,* That the City Comptroller is authorized and directed to pay to the following-named claimant the respective amount set opposite his name, said amount to be in full and final settlement of

claim on the date by type of claim; with said amount to be charged to the activity and account specified as follows:

*Damage to Property.*

Department of Sewers: Account No. 314-9112-934

<i>Name and Address</i>	<i>Date</i>	<i>Amount</i>
Emil Wolper, 151 N. Michigan Avenue, Chicago, Illinois 60601	5-29-80	\$5,000.00

and

*Be It Further Ordered.* That the Commissioner of Water is authorized and directed to pay to the following-named claimants the respective amounts set opposite their names, said amount to be in full and final settlement of each claim at the locations by type of claim; with said amount to be charged to the activity and account specified as follows:

*Refunds on Water Leaks.*

Department of Water: Account No. 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
Javier Zava, 1307 W. Huron Street, Chicago, Illinois 60641	1307 W. Huron	\$ 25.61
Greater Acquaintance Church, 6748 S. Wabash Avenue, Chicago, Illinois 60637	3564 W. Cermak Road	102.33

and

*Be It Further Ordered.* That the Commissioner of Water is authorized to decrease the amount due by the amount set opposite the name of the claimant upon payment of the unpaid balance; same being abatement of water rates on account of underground leaks and to charge same to Account No. 200.8220.935:

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
James C. Brown, 4441 W. Fulton Street, Chicago, Illinois 60624	3655 W. Ohio Street	\$ 270.16
Joseph A. Hollis, 8146 S. Langley Avenue, Chicago, Illinois 60619	8146 S. Langley Avenue	61.42
Sol Green, 1322 Seward, Evanston, Illinois 60204	1474 N. Milwaukee Avenue	106.40
Rosetta M. O'Connor, 7320 S. Luella Avenue, Chicago, Illinois 60649	7320 S. Luella Avenue	121.78

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William Stangle, 4220 W. Jackson Boulevard, Chicago, Illinois 60624	4220 W. Jackson	\$ 155.34
G. D. Dazey and Company Agents, 8016 Cottage Grove Avenue, Chicago, Illinois 60619	614-16 E. 79th Street	243.10
Arby's Roast Beef Restaurant, 80 River Oaks Plaza, Calumet City, Illinois 60409	2930 N. Central Avenue	167.13
Harold E. Saper Company, 4611 N. Clark Street, Chicago, Illinois 60640	4611-13 N. Clark Street	145.14

*Do Not Pass--*SUNDRY CLAIMS FOR PAYMENT OF  
DAMAGE TO PROPERTY, ETC.

The Committee on Finance submitted the following report:

CHICAGO, July 20, 1982.

*To the President and Members of the City Council:*

Your Committee on Finance, to which were referred June 13, 1980, and subsequently, sundry claims as follows:

*Compensation for Damage to Vehicles:*

(June 13, 1980)	Thomas Simms
(Feb. 10, 1982)	Huberman Philidar
(March 2, 1982)	Ann Kathleen Mason
(March 2, 1982)	Catherine Koziol
(June 9, 1982)	Kathleen Parciak
(March 2, 1982)	Herbert J. Franklin
(March 19, 1982)	Johnny D. May
(March 19, 1982)	Carolyn and Lee Jesse Sims
(March 19, 1982)	Jerry Scovill
(March 19, 1982)	Tammara J. Shlaustas
(March 19, 1982)	Henrietta Kmic
(March 19, 1982)	Daniel J. Hyman
(March 19, 1982)	George Allen
(March 30, 1982)	Frank Cucinotta
(April 21, 1982)	Leodis McKenzie
(April 21, 1982)	Stanley Bates
(April 21, 1982)	Robert Dickerson
(May 5, 1982)	George Juszczuk;

*Compensation for Various Refunds:*

(Sept. 14, 1981)	Roosevelt Deering
(Sept. 14, 1981)	William Crumbley
(Oct. 22, 1981)	Ibrahim Matariyeh
(Dec. 11, 1981)	Frank Ricordino
(Jan. 21, 1982)	Lula Sullivan
(March 2, 1982)	Eric M. Schreuder
(March 30, 1982)	Dorothy Mae Taylor
(March 19, 1982)	Marko Duric



(April 21, 1982)	Edward Zappla
(April 21, 1982)	Noval Poulson c/o Certified Burg. System
(May 27, 1982)	Joseph H. Myrickes
(May 27, 1982)	Richard Mittleman
(May 27, 1982)	Michael Delmonico
(May 27, 1982)	Thurmond Allen;

*Compensation for Damage to Property:*

(March 19, 1982)	J. A. Quality TV
(April 21, 1982)	Rentha Robertson
(April 21, 1982)	Mrs. Amelia Gora
(May 27, 1982)	Anna Maryles;

having had the same under advisement begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

These recommendations were concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,  
(Signed) WILSON FROST,  
*Chairman.*

On motion of Alderman Frost the committee's recommendations were *Concurred In*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--46.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

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

**Status Report Under Rule 41 Concerning "Chicago Beverage Container Ordinance".**

The Chairman of the Committee on Finance, at the request of Alderman Bloom on July 15, 1982, (under Rule 41 of the Council's Rules of Order) submitted the following report concerning the status of a proposed ordinance (referred February 10, 1982) in the matter of a "Chicago Beverage Container Ordinance":

CITY OF CHICAGO  
COMMITTEE ON FINANCE  
ROOM 302--CITY HALL

CHICAGO, July 22, 1982.

*To the Mayor and Members of the City Council:*

Pursuant to a request of the Alderman of the Fifth Ward under Rule 41 of the Rules of Order of the City Council of the City of Chicago regarding a proposed ordinance introduced by Alderman Bloom on February 10, 1982, concerning the establishment of a "Chicago Beverage Container Ordinance" and

appearing on the agenda of the Committee on Finance on March 1, 1982. Consideration of the proposed ordinance was deferred on that date. I wish to inform the Alderman that the matter is now under study. Upon completion of the study a hearing will be held on the proposed ordinance.

Respectfully submitted,  
(Signed) WILSON FROST,  
Chairman, Committee on Finance.

*Action Deferred*--ON PROPOSED ORDINANCE TO AUTHORIZE ADVERTISING  
FOR SALE OF BD. OF EDUCATION PROPERTY LOCATED AT  
NO. 8101 S. LA SALLE ST.

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

CHICAGO, July 20, 1982.

*To the President and Members of the City Council:*

Your Committee on Finance to which was referred a communication dated July 15, 1982, from the Board of Education transmitting a proposed ordinance granting the authority to advertise for sale Board of Education property held in trust by the City of Chicago for the use of schools located at No. 8101 S. LaSalle Street, formerly the Hookway School site, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

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

Respectfully submitted,  
(Signed) WILSON FROST,  
Chairman.

The proposed ordinance transmitted with the foregoing committee report reads as follows:

*Whereas*, The Board of Education of the City of Chicago at its regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education determined that the property hereinafter described is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago; and

*Whereas*, The Board of Education of the City of Chicago, at said regular meeting held June 23, 1982, by a vote of not less than three-fourths of the full membership of said Board of Education, ordered that a written request of the Board of Education of the City of Chicago be made on the City Council of the City of Chicago, to sell, in the manner provided by statute the real estate hereinafter described; and

*Whereas*, Written request has been made by the Board of Education of the City of Chicago, to sell the said real estate hereinafter described; now, therefore,

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

*Section 1.* That the following described property, to-wit:

Lots 1 to 40 and vacated alleys in Block 1 in McIntosh Brothers LaSalle Street Subdivision in the East half of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

which has frontage of 598.13 feet on S. LaSalle Street, 598.35 feet on S. Perry Avenue, 264.62 feet on W. 81st Street, 264.66 feet on W. 82nd Street and contains approximately 159,318 square feet/3.63 acres, is improved with a school building, that is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

*Section 2.* That the City Comptroller is hereby authorized and directed to advertise for sale the aforesaid school property. Said notices shall contain an accurate description of the property offered for sale, the purpose for which it is used, and shall state at what regular meeting of the City Council of the City of Chicago the bids will be considered and opened.

*Section 3.* Bids for said property must be on forms to be prepared by the City Comptroller who is hereby authorized to prepare such bidding forms and to determine the condition of bidding and the time for reception of bids.

*Section 4.* All bids received pursuant to such advertisement for the sale of said property shall be opened only at a regular meeting of the City Council of the City of Chicago and shall be accepted only upon a vote of not less than three-fourths of the members of the City Council of the City of Chicago.

*Section 5.* This ordinance shall be in force and effect from and after its passage and approval.

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*Placed on File--A Communication from Polish Welfare  
Concerning their Tag Day.*

The Committee on Finance submitted a report recommending that the City Council *Place on File*, a communication from the Polish Welfare Association transmitting financial statements relating to their annual Have-a-Heart Tag Day for the year 1981.

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

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**COMMITTEE ON ECONOMIC DEVELOPMENT.**

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**Conditional Approval Given to Issuance of Industrial  
Revenue Bond for \$8,000,000 for Development  
Project by A. Epstein and Sons  
International, Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) granting conditional approval of an industrial revenue bond issue in the amount of \$8,000,000 for the construction of a project by A. Epstein and Sons International, Inc., 2011 West Pershing Road, begs leave to recommend that Your Honorable Body *Pass*, the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) EUGENE SAWYER,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the Office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$8,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by A. Epstein and Sons International, Inc., to be used as an office and commercial facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

*Be It Ordained by the City Council of the City of Chicago, Cook County, Illinois, as follows:*

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issuance such Industrial Revenue Bonds in an amount not to exceed \$8,000,000 for the purpose aforesaid.

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

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**Conditional Approval Given to Issuance of Industrial  
Revenue Bond for \$1,000,000 for Construction  
of Project by Pentecost Bros., Inc.**

The Committee on Economic Development submitted the following report:

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a proposed ordinance

transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) granting conditional approval of an industrial revenue Bond issue in the amount of \$1,000,000 for the construction of a project by the Pentecost Bros., Inc., 557 W. Randolph Street, begs leave to recommend that Your Honorable Body *pass*, the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) EUGENE SAWYER,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$1,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Pentecost Bros., Inc., to be used as a wholesale seafood distribution facility and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

*Be It Ordained by the City Council of the City of Chicago, Cook County, Illinois, as follows:*

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$1,000,000 for the purpose aforesaid.

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

Conditional Approval Given to Issuance of Industrial Revenue Bond  
for \$3,000,000 for Construction of Project by Earl and Sharon  
Abramson/Rapid Mounting and Finishing Co., Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, July 15, 1982.

*To the President and Members of the City Council:*

Your Committee on Economic Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on June 30, 1982) granting conditional approval of an industrial revenue bond issue in the amount of \$3,000,000 for the construction of a project by Earl and Sharon Abramson/Rapid Mounting and Finishing Company, 310 West Polk Street, begs leave to recommend that Your Honorable Body *pass*, the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee with no dissenting vote.

Respectfully submitted,  
(Signed) EUGENE SAWYER,  
*Chairman.*

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Stone--47.

*Nays*--None.

Alderman Natarus moved to *Reconsider* the foregoing vote. The motion was *Lost*.

The following is said ordinance as passed:

WHEREAS, Pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), there has been established an Economic Development Commission of the City of Chicago (the "Commission"), a Department of Economic Development of the City of Chicago (the "Department") and the office of Commissioner of Economic Development of the City of Chicago (the "Commissioner"), and the Department and the Commissioner are empowered, upon the advice of the Commission, to enter into agreements with respect to the proposed development of industrial development projects and to recommend to the City Council that it issue Industrial Revenue Bonds for the public purposes stated in the Enabling Ordinance; and

WHEREAS, The Commissioner, upon the advice of the Commission and on behalf of the Department, has approved the attached Memorandum of Agreement relating to the issuance of not to exceed \$3,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by Earl and Sharon Abramson, individuals, and leased to Rapid Mounting & Finishing Co., Inc., an Illinois corporation, to be used in the manufacture of point-of-purchase advertising displays and related activities and to be located in the City of Chicago, Illinois, and has recommended the approval of this ordinance; and

WHEREAS, Such approval constitutes a recommendation to this City Council that it take all further steps necessary for the timely issuance of such Industrial Revenue Bonds; now, therefore,

*Be It Ordained by the City Council of the City of Chicago, Cook County, Illinois, as follows:*

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and the Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in the Memorandum of Agreement, this City Council will take such other actions and adopt such further proceedings as may be necessary under the Enabling Ordinance to issue such Industrial Revenue Bonds in an amount not to exceed \$3,000,000 for the purpose aforesaid.

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

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**MATTERS PRESENTED BY THE ALDERMAN**

(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.

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*Proposed ordinances, orders and resolutions, described below, were presented by the aldermen named, as noted. Except where otherwise noted or indicated hereinbelow, unanimous consent was given to permit action by the City Council on each of said proposed ordinances, orders and resolutions without previous committee consideration, in accordance with the provisions of Council Rule 41.*

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**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.**

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*Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

Alderman Mell (33rd Ward) presented two proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

N. California Avenue (east side) from a point 20 feet north of W. Francis Place to a point 25 feet north thereof--7:00 A.M. to 4:00 P.M.--Monday through Saturday;

W. Francis Place (north side) from a point 30 feet east of N. California Avenue to a point 25 feet east thereof--7:00 A.M. to 4:00 P.M.--Monday through Saturday.

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*Referred--*PROPOSED ORDINANCES TO RESTRICT MOVEMENT OF VEHICULAR TRAFFIC TO SINGLE DIRECTIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic

to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Street, Distance and Direction</i>
Kellam (18th Ward)	W. 82nd Place from S. Damen to S. Hoyne Avenues--westerly;
	W. 82nd Street from S. Hoyne to S. Damen Avenues--easterly;
Nardulli (for Ray, 27th Ward)	W. Ohio Street from N. Central Park to N. Kedzie Avenues--easterly;
Gabinski (32nd Ward)	First north-south alley east of N. Western Avenue from W. Belmont Avenue to the first street south thereof--southerly;
Stone (50th Ward)	East-west alley bounded by W. Birchwood, N. Artesian Avenues, N. Rockwell Street and W. Jerome Avenue--westerly;
	Alley bounded by W. Jerome, N. Maplewood Avenues, N. Rockwell and W. Howard Streets--easterly.

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*Referred--*PROPOSED ORDER TO INSTALL PARKING METERS ON  
PORTION OF W. LOGAN BLVD.

Alderman Mell (33rd Ward) presented a proposed order for the installation of parking meters on W. Logan Boulevard at Nos. 3134-3150; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--*PROPOSED ORDINANCE TO DISCONTINUE PARKING  
LIMITATIONS ON PORTIONS OF S. PULASKI RD.

Alderman Lipinski (23rd Ward) presented a proposed ordinance to discontinue the limitation against the parking of vehicles on the west side of S. Pulaski Road from W. 49th to W. 50th Streets; which was *Referred to the Committee on Traffic Control and Safety*.

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*Referred--*PROPOSED ORDINANCES TO PROHIBIT AT ALL  
TIMES PARKING OF VEHICLES 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:

<i>Alderman</i>	<i>Location and Distance</i>
Barnett (2nd Ward)	E. 36th Place (north side) at No. 60;
Sawyer (6th Ward)	S. Calumet Avenue, at No. 7634 (except for handicapped);
Vrdolyak (10th Ward)	S. Avenue J, at No. 11033 (except for handicapped);



Streeter (17th Ward)	S. Carpenter Street, at No. 7259 (except for handicapped);
	S. Laflin Street, at No. 7706 (except for handicapped);
	S. Yale Avenue, at No. 7529 (except for handicapped);
Kelley (20th Ward)	E. 68th Street (south side) at No. 543 (except for handicapped);
Lipinski (23rd Ward)	W. 49th Street from S. Knox Avenue to the first alley east thereof (trucks only);
Nardulli (for Ray, 27th Ward)	W. Jackson Boulevard (south side) from S. Ashland Avenue to a point 200 feet west thereof;
	W. Jackson Boulevard (north side) from S. Ashland Avenue to the first alley west thereof;
Farina (36th Ward)	N. Menard Avenue, at No. 2947 (except for handicapped);
Cullerton (38th Ward)	W. Melrose Street, at No. 5525 (except for handicapped);
Laurino (39th Ward)	N. Avers Avenue (west side) at No. 5008 (except for handicapped);
Natarus (42nd Ward)	E. Bellevue Place, at No. 50 (at either side of driveway);
Oberman (43rd Ward)	N. Lincoln Avenue (east side) from N. Sedgwick Street to a point 456 feet northwest thereof;
	N. Sedgwick Street (west side) from a point 163 feet north of the Lincoln/Sedgwick property line to a point 38 feet north thereof;
Clewis (45th Ward)	W. Giddings Street, at No. 5739 (except for handicapped).

*Referred*--PROPOSED ORDINANCES TO PROHIBIT PARKING OF VEHICLES  
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit, the parking of vehicles during the hours designated at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Alderman</i>	<i>Location, Distance and Time</i>
Roti (1st Ward)	S. Columbus Drive (west side) between E. Monroe Street and E. Jackson Boulevard--4:00 P.M. to 6:00 P.M.--Monday through Friday;
Huels (11th Ward)	S. Lowe Avenue (west side) from No. 3844 to W. Pershing Road--8:00 A.M. to 4:30 P.M.

*Referred--*PROPOSED ORDER FOR INSTALLATION OF  
TRAFFIC-CONTROL SIGNALS.

Alderman Natarus (42nd Ward) presented a proposed order for the installation of automatic traffic-control signals at the intersection of E. Ontario Street and N. McClurg Court; which was *Referred to the Committee on Traffic Control and Safety*.

*Referred--*PROPOSED ORDERS FOR 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:

<i>Alderman</i>	<i>Location and Type of Sign</i>
Shaw (9th Ward)	S. Riverdale Avenue and E. 133rd Street--"Stop";
Madrzyk (13th Ward)	S. Central Park Avenue and W. 66th Street-- "Stop";
Streeter (17th Ward)	S. Aberdeen and W. 73rd Streets--"3-Way Stop"; S. Throop and W. 78th Streets--"4-Way Stop";
Stemberk (22nd Ward)	S. Sawyer Avenue and W. 18th Street--"4-Way Stop"; S. Springfield Avenue and W. 28th Street "2-Way Stop";
Lipinski (23rd Ward)	S. Karlov Avenue and W. 48th Street--"Stop"; S. Springfield Avenue and W. 56th Place--"Stop" (study);
Martinez (for Hagopian, 30th Ward)	W. Schubert and N. Hamlin Avenues--"Stop";
Martinez (31st Ward)	W. Thomas Street and N. Keystone Avenue--"2- Way Stop";
Farina (36th Ward)	W. Waveland and N. Pioneer Avenues--"Stop";
Cullerton (38th Ward)	W. Byron Street and N. Lockwood Avenue--"2- Way Stop"; W. Grace Street and N. Oleander Avenue--"Stop"; N. Menard and W. Cullom Avenues--"2-Way Stop"; W. Newport and N. Lavergne Avenues--"Stop";
Stone (50th Ward)	W. Birchwood and N. Campbell Avenues--"2-Way Stop"; W. Birchwood and N. Maplewood Avenues--"Slow Children Crossing".

## 2. ZONING ORDINANCE AMENDMENTS.

None.

## 3. CLAIMS.

Claims against the City of Chicago were presented by the aldermen designated below, respectively, for the claimants named, which were *Referred to the Committee on Finance*, as follows:

<i>Alderman</i>	<i>Claimant</i>
Madrzyk (13th Ward)	John McMahon
Burke (14th Ward)	Kevin Gibson
Lipinski (23rd Ward)	Richard L. Kubik
Martinez (31st Ward)	Mr. Morelas
Gabinski (32nd Ward)	John Kaluzny
Mell (33rd Ward)	Albany Bank Trust, Hazel Engeland, Angelo Heviena.

## 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*--PROPOSED ORDER FOR PERMISSION TO PLACE PLANTERS  
AT NO. 431 S. DEARBORN ST.

A proposed order to grant permission for the placement of planters in front of No. 431 S. Dearborn Street, subject to approved plans.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred*--PROPOSED ORDERS FOR PERMITS TO CONDUCT STREET FAIRS.

Also two proposed orders for issuance of permits to conduct street fairs, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Santa Lucia/Santa Maria Incononata Church, No. 3022 S. Wells Street--to conduct a street fair on S. Wells Street between W. 30th and W. 31st Streets for the period of August 4-7, 1982;

South Loop Neighbors Association, c/o Tom Burns, No. 1212 S. Michigan Avenue--to conduct a street fair on W. Polk Street between S. Plymouth Court and S. Clark Street on Sunday, August 29, 1982.

Presented by

ALDERMAN BARNETT (2nd Ward):

*Referred*--PROPOSED ORDER TO INSTALL DRINKING FOUNTAIN  
AT SPECIFIED LOCATION.

A proposed order to install a drinking fountain in front of No. 4130 S. Indiana Avenue for the benefit of the senior citizens housing building.--*Referred to the Committee on Finance.*

Presented by

ALDERMAN EVANS (4th Ward):

**Congratulations Extended to Dr. Sheppard G. Kellum as Chairman  
of the John Hopkins School of Hygiene and Public Health in  
Baltimore, Maryland.**

A proposed resolution reading as follows:

WHEREAS, Dr. Sheppard G. Kellum, longtime resident of the 4th Ward, has enjoyed a lengthy and highly distinguished career in the field of mental and public health; and

WHEREAS, Dr. Sheppard G. Kellum received his medical doctorate degree from the University of Maryland School of Medicine in 1956, was Chief Psychiatric Consultant for the Woodlawn Mental Health Center from 1970 to 1974, was President of the Illinois Psychiatric Society from 1972 to 1973, was Co-Director and Co-Founder of the Woodlawn Mental Health Center from 1963 to 1970 and is presently professor and director of the University of Chicago's Department of Psychiatry, Social Psychiatry Study Center; and

WHEREAS, Dr. Sheppard G. Kellum is a member of several professional societies and associations, namely the South East Chicago Commission and the Chicago Department of Health, Mental Health Bureau, Professional Advisory Board; and

WHEREAS, Dr. Sheppard G. Kellum is doing outstanding research in mental and public health along with contributing numerous publications to the field of medicine; and

WHEREAS, Dr. Sheppard G. Kellum will be departing the 4th Ward and the City of Chicago to serve as Chairman of the John Hopkins School of Hygiene and Public Health in Baltimore, Maryland and will continue to contribute his time and expertise to the field of medical research in order to provide quality mental health services to the mentally ill; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago gathered here this 23rd day of July, do honor, congratulate and commend Dr. Sheppard G. Kellum on his dynamic career in the field of mental and public health and offer him our sincere wishes for a successful and challenging future; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dr. Sheppard G. Kellum.

Alderman Evans 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 Evans, the foregoing proposed resolution was *Adopted*.

Presented by

**ALDERWOMAN HUMES (8th 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 10-foot public alley in the block bounded by E. 82nd Street, E. 83rd Street, S. Stony Island Avenue and S. Cornell Avenue for Faith Tabernacle Baptist Church (No. 36-8-82-802); said ordinance to be transmitted to the Committee on Local Industries, Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderwoman Humes the foregoing proposed order was *Passed*.

Presented by

**ALDERMAN SHAW (9th Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO  
MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Paul M. Lea, Jr. to maintain and use an existing canopy attached to the building or structure located at No. 11232 S. Michigan Avenue. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

**ALDERMAN VRDOLYAK (10th Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO  
CONDUCT CARNIVAL.

A proposed order for issuance of the necessary permits to the Kiwanis Club of South Chicago, No. 3039 E. 91st Street, for the conduct of a carnival in the 2900 block of E. 91st Street for the period August 5-9, 1982. -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

**ALDERMAN HUELS (11th Ward):**

**Congratulations Extended to Mr. and Mrs. Melvin DuBrock on the  
Occasion of Their 50th Wedding Anniversary.**

A proposed resolution reading as follows:

WHEREAS, On August 29, 1982 Melvin and Emily DuBrock will celebrate their 50th wedding anniversary;  
and

WHEREAS, Their four children, Mel, Richard, Thomas and Margaret and their spouses and eleven grandchildren will join in the celebration; and

WHEREAS, The DuBrocks are life long residents of the Bridgeport community; and

WHEREAS, The DuBrocks are active members of their parish church Nativity of Our Lord; and

WHEREAS, The dedication of Mr. and Mrs. DuBrock to their marriage, family and community is an example to be emulated by all; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago duly assembled this 23rd day of July, 1982, do hereby congratulate Mr. and Mrs. Melvin DuBrock, and wish them the best in the future; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mr. and Mrs. Melvin DuBrock.

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*.

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Presented by

ALDERMAN MADRZYK (13th Ward) and ALDERMAN BRADY (15th Ward):

*Referred*--PROPOSED ORDER FOR PERMISSION  
TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Greater Southwest Development Corporation, c/o Rose Brann, for the conduct of a sidewalk sale by the Chicago Lawn Chamber of Commerce on both sides of W. 63rd Street between S. California and S. Central Park Avenues for the period of August 19-21, 1982. -- *Referred to the Committee on Traffic Control and Safety*.

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Presented by

ALDERMAN BURKE (14th Ward):

**Best Wishes Extended to Edward D. Lynn, for  
Full Recovery from Recent Illness.**

A proposed resolution reading as follows:

WHEREAS, Edward D. Lynn is an integral and dedicated component of the Chicago City Council; and

WHEREAS, In his position with the Office of the City Clerk, Ed serves as a page on the Council floor, prepares substantial portions of the Council's "Journal of Proceedings" and acts as an editor for those Proceedings; and

WHEREAS, Ed always stands ready to help ensure timely publication of the Journal; this sense of professionalism manifested by the countless twenty-four hour days, canceled vacations and missed family life over his many years of service; and

WHEREAS, Aldermen as well as his colleagues in the City Council Division of the Clerk's Office rely on Ed's well-known dry, incisive humor to relieve the tension that is so frequently a by-product of the legislative process; now, therefore,

*Be It Resolved*, By the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 23rd day of July, 1982, that our prayers and those of the Office of the City Clerk are with Ed in his fight against cancer; and

*Be It Further Resolved*, That in considering the upcoming legislative calendar, his friends and colleagues in the Council and the Clerk's Office view with apprehension any extended period without the ameliorating effects of Ed's humor and fervently hope for his expeditious return; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Edward D. Lynn.

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

On motion of Alderman Burke, the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN BRADY (15th Ward):

August 28 and 29, 1982 Declared  
"Lithuanian Days in Chicago."

A proposed resolution reading as follows:

WHEREAS, August 28 and 29, 1982, will mark celebrations throughout Chicago's great Lithuanian community as thousands of Lithuanian-Americans celebrate their considerable culture and heritage; and

WHEREAS, A street fair is planned at Lithuanian Plaza Court, 69th Street between Washtenaw and Artesian, on Saturday, August 28, from 9:00 A.M. to 11:00 P.M. Working diligently on this project are members of a coordinating committee which include Senator Frank Savickas, Father Zak, Mrs. Dalia Stankaitis, Alderman Frank Brady, and Mr. S. Paul Zumbakis among many other diligent community leaders and the Ethnic Community Services organization; now, therefore,

*Be It Resolved*, That we, the Mayor and Members of the City Council of the City of Chicago, gathered here this 23rd day of July, 1982, do hereby declare August 28 and 29, 1982, to be "Lithuanian Days in Chicago" in honor of our 125,000 fine Lithuanian-American citizens and their wonderful culture and heritage, and that we join with all the citizens of our great City in sharing the festivities of this great occasion.

Alderman Brady 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 Brady, the foregoing proposed resolution was *Adopted*.

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Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT  
SIDEWALK SALE.

A proposed order to grant permission to Jerome Fabrics, No. 1750 W. 95th Street, for the conduct of a sidewalk sale in front of said premises for the period July 29-31, 1982.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN KELLEY (20th Ward):

**Congratulations Extended to Derek Hill for Outstanding Efforts  
on Behalf of Community Related Programs.**

A proposed resolution reading as follows:

WHEREAS, Derek Hill is celebrating his third year of outstanding dedication and service to Chicago as the News/Public Affairs Director for WBMX Radio; and

WHEREAS, Prior to accepting his current position with WBMX, Mr. Hill served as a correspondent for ABC News and as News Director of CBS Affiliate, WWSW in Pittsburgh; and

WHEREAS, Derek Hill has been recognized for his outstanding journalistic abilities as well as his many and varied contributions to the communities which he has served; and

WHEREAS, Derek Hill has been awarded the Martin Luther King, Jr. Award for three consecutive years in recognition of his outstanding efforts and contributions to community related programs; and

WHEREAS, He continues to host the widely acclaimed "Sunday Morning Live" show on WBMX, which consistently offers interesting and provocative conversations of importance to all Chicagoans; and

WHEREAS, On August 1, 1982, Derek Hill's many friends and supporters will join him on the Sunday morning program to celebrate his third anniversary; now, therefore,

*Be It Resolved*, By the Mayor and Members of the Chicago City Council in meeting assembled this 23rd day of July 1982, that we do hereby congratulate Derek Hill for his three years of outstanding commitment and service to Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Derek Hill.

Alderman Kelley 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 Kelley, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN STEMBERK (22nd Ward):

*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT  
SIDEWALK SALE.

A proposed order for issuance of the necessary permits to the Little Village -26th Street Area Chamber of Commerce and the Association of Commerce of 26th Street, for the conduct of a sidewalk sale on both sides of W. 26th Street from S. Sacramento to S. Kostner Avenues for the period of August 19-22, 1982.-  
*-Referred to the Committee on Traffic Control and Safety.*



Presented by

ALDERMAN LIPINSKI (23rd Ward):

Tribute to the Late Raymond "Riggs" McDonald.

A proposed resolution reading as follows:

WHEREAS, The people of the Southwest side of the City of Chicago were saddened by the death on July 4, 1982 of Raymond "Riggs" McDonald, a long-time activist in Southwest side civic and political organizations, having been the Administrative Assistant to Alderman William O. Lipinski of the 23rd Ward where he also served as editor of the 23rd Ward Democratic Organization's newspaper called the "Midway Sentinel"; and

WHEREAS, Raymond "Riggs" McDonald had served as Supervisor of Recreation for the Chicago Park District, and had administered park district programs particularly in sports for people of the community and had achieved outstanding recognition for his sports clinics for the mentally retarded and served as co-chairman of the Southwest Football League, the Southwest Hockey League and as president and vice-president of the Tarpons Social Athletic Club; and

WHEREAS, Raymond "Riggs" McDonald had served as past commander of the SS. Cyril and Methodius Catholic War Veterans and had received two battle stars for combat in the European theatres; and

WHEREAS, Because of his work on behalf of the Ridge Council of Neighbors, Rhine VFW Post No. 2729, Ogden Park Community Association and the American Red Cross, he was named as the 1974 "Murphy Park Man of the Year"; now, therefore,

*Be It Resolved*, That the Mayor and the Members of the City Council gathered here on this 23rd day of July, 1982, do hereby make public acknowledgment of our community's grief at the passing of Raymond "Riggs" McDonald and extend to his wife, Wanda, his two daughters, Deborah Rekar and Daren Johnson and grandchildren, his mother, Rose, and two brothers Thomas and George McDonald, our most sincere condolences and appreciation of his devoted efforts for the youth, aged, and residents of the Southwest side of the City of Chicago.

Alderman Lipinski 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 Lipinski the foregoing proposed resolution was *Adopted*, by a rising vote.

Presented by

ALDERMAN MARZULLO (25th Ward):

*Referred*--PROPOSED ORDER FOR PERMISSION TO INSTALL CONCRETE PLANTERS AT SPECIFIED LOCATIONS.

A proposed order to grant permission to the Belmonte Cleaners, Nos. 808-810 S. Western Avenue, to install four concrete round planters in front of said premises.--*Referred to the Committee on Local Industries, Streets and Alleys*.

*Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPY.

Also a proposed order for issuance of a permit to Midland Realty Company to maintain and use an existing canopy attached to the building or structure located at No. 1500 S. Western Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys*.

*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT  
CARNIVAL OR STREET FAIR.

Also a proposed order for issuance of a permit to Unified Property Home Owners Association, No. 2005 W. 19th Street, for the conduct of a carnival or street fair on W. 26th Street between W. 26th Street and No. 2659 S. Whipple Street for the period of July 21-August 1, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN NARDULLI (26th Ward):

*Referred*--PROPOSED ORDER TO CLOSE TO TRAFFIC PORTION  
OF N. HOYNE AV. FOR CHILDREN'S PROGRAM.

A proposed order to grant permission to North Hoyne Wesleyan Church, c/o Melvin Bronson, No. 2108 W. Iowa Street, to close to traffic N. Hoyne Avenue between W. Iowa and W. Walton Streets for the period of August 16-20, 1982 for the conduct of a children's program.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN CAROTHERS (28th Ward):

*Referred*--PROPOSED ORDER FOR PERMISSION TO  
CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Garfield Park Chamber of Commerce, c/o Willie Wilson, No. 4058 W. Madison Street, for the conduct of a sidewalk sale on both sides of W. Madison Street from No. 3800 through No. 4599 for the period of August 5-7, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN DAVIS (29th Ward):

**Congratulations Extended to Ms. Ertharin Cousins Upon  
Her Graduation from University of Georgia  
Law School.**

A proposed resolution reads as follows:

WHEREAS, Ms. Ertharin Cousins is a lifelong resident of the Lawndale Community on the west side of Chicago; and

WHEREAS, She is the proud daughter of Mr. Julius and Mrs. Ann Cousins, who are solid and contributing members of their community and their City; and

WHEREAS, Ms. Ertharin Cousins is a recent graduate of the University of Georgia with a Juris Doctorate degree in law; and

WHEREAS, Upon graduation she was the recipient of the coveted Senior Service Award presented by the Black American Law Students Association for her participation in community affairs; now, therefore,

*Be It Resolved*, That we, the Honorable Mayor and the Members of the Chicago City Council in meeting this 23rd day of July, do hereby take note of her accomplishments and extend our congratulations with best wishes for continued success.

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

On motion of Alderman Davis, the foregoing proposed resolution was *Adopted*.

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*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT  
CARNIVAL OR STREET FAIR

Also a proposed order for issuance of a permit to Westside Health Planning Organization for the conduct of a carnival or street fair at Nos. 241-243 N. Parkside Avenue and Nos. 240-258 N. Central Avenue for the period of July 28-August 1, 1982.--*Referred to the Committee on Traffic Control and Safety.*

—  
Presented by

ALDERMAN MARTINEZ (31st Ward):

Congratulations Extended to Ms. Soledad Gasca on  
Occasion of Her 110th Birthday.

A proposed resolution reading as follows:

WHEREAS, Soledad Gasca will celebrate her 110th Birthday on September 13, 1982; and

WHEREAS, Her family of fifth generation nieces and nephews will gather to join in this anniversary celebration as they have for many years previously; and

WHEREAS, Miss Gasca was born in Mexico and came to Chicago at an early age, where she worked in factories and took care of nieces and nephews whose parents had passed away; and

WHEREAS, This chore was a great sacrifice for a woman who had never married; and

WHEREAS, Soledad Gasca moved to Cicero in later years and became a "regular" at events sponsored by the Berwyn-Cicero Council on Aging, she enjoys strolling around the house, yard and occasionally the shops along Cermak Road; now, therefore,

*Be It Resolved*, That the Mayor and Members of the City Council of the City of Chicago in meeting assembled this 23rd day of July, 1982, do hereby extend congratulations and best wishes to this fine woman on this happy occasion; and express their hope and desire that she continue to enjoy good health; and

*Be It Further Resolved*, That a suitable copy of this resolution be forwarded to Miss Soledad Gasca as a lasting tribute to her.

Alderman Martinez 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 Martinez, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN GABINSKI (32nd Ward):

*Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT ANNUAL GREENING FESTIVAL.

A proposed order to grant permission to M.J.S. Studios, c/o Marion J. Smith, President, No. 1644 N. Leavitt Street, for the conduct of the 6th Annual Greening Festival of Wicker Park on N. Leavitt Street between W. North and W. Wabansia Avenues, etc. for the period of August 21-22, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN MELL (33rd Ward):

*Referred*--PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL OR STREET FAIR.

A proposed order for issuance of a permit to A.C.T.N.O.W. Civic Group, c/o Frank Piatek, President, for the conduct of a carnival or street fair on W. Byron Street between N. Albany Avenue and N. Troy Street on Saturday, August 7, 1982.--*Referred to the Committee on Traffic Control and Safety.*

*Referred*--PROPOSED ORDERS FOR PERMISSION TO CONDUCT SIDEWALK SALES.

Also five proposed orders to grant permission to various organizations for the conduct of sidewalk sales, which were *Referred to the Committee on Traffic Control and Safety.*

Boston Department Store, No. 2010 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 22-25, 1982;

Boston Department Store, No. 2010 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of July 29-August 1, 1982;

Irving Park Business Association, c/o Mr. Zissman--to conduct a sidewalk sale on both sides of W. Irving Park Road between N. Keeler and N. Kedzie Avenues for the period of August 12-14, 1982;

F.W. Woolworth Store, No. 2252 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of August 5-8, 1982;

F.W. Woolworth Store, No. 2252 N. Milwaukee Avenue--to conduct a sidewalk sale for the period of August 26-29, 1982.

Presented by

ALDERMAN MELL (33rd Ward) and ALDERMAN GABINSKI (32nd Ward):

*Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Bucktown Businessmen's Association, No. 1943 N. Leavitt Street, for the conduct of a sidewalk sale on both sides of N. Milwaukee Avenue from the No. 1900 through the No. 2100 blocks, also on both sides of W. Armitage Avenue in the No. 2400 block, and also on both sides of N. Western Avenue in the No. 1900 block for the period of August 5-8, 1982. --*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN FARINA (36th Ward):

**Congratulations and Best Wishes Extended to  
Patrick A. Liguori on Occasion  
of His Retirement.**

A proposed resolution reading as follows:

WHEREAS, Mr. Patrick A. Liguori, Vice President of Sales, U.S. Electrical Motors, is retiring in the near future; and

WHEREAS, Mr. Liguori is a graduate engineer of the University of Rhode Island and began his career with U.S. Electrical Motors in 1948, in Milford, Connecticut, where he presently resides with his wife and five children, having been transferred back there from his job as North Central Regional Manager; and

WHEREAS, Patrick A. Liguori was assigned in Chicago in 1961, where he accepted the challenge and excitement of living and working in our vibrant City; and

WHEREAS, In 1974 when he was promoted to Vice President of Sales and recalled to Milford, Connecticut, he has often returned to Chicago to lend his special charm and talent in creating interest and business for their company and to the commerce and industry of Chicago; and

WHEREAS, Mr. Liguori is of Italian descent and has been most active with the Joint Civic Committee of Italian-Americans in Chicago, and has contributed much to the organization in promoting their ethnic and cultural background in the many civic affairs sponsored by the Americans of Italian origin; now, therefore,

*Be It Resolved*, That the Mayor and Members of the Chicago City Council in meeting assembled this 23rd day of July, 1982, do hereby extend congratulations and best wishes to Patrick A. Liguori on the occasion of his retirement after many successful years as a prominent businessman and Italian-American, and further wish him "smooth sailing" in the years ahead; and

*Be It Further Resolved*, That a suitable copy of this resolution be forwarded to Mr. Patrick A. Liguori.

Alderman Farina 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 Farina, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN RITTENBERG (40th Ward):

*Referred*--PROPOSED ORDER FOR PERMIT TO  
MAINTAIN EXISTING CANOPY.

A proposed order for issuance of a permit to Gary Associates to maintain and use an existing canopy attached to the building or structure located at No. 2912 W. Montrose Avenue. -- *Referred to the Committee on Local Industries, Streets and Alleys*.

**ALDERMAN PUCINSKI (41st Ward) and ALDERMAN VRDOLYAK (10th Ward):**

*Referred*--PROPOSED ORDINANCE TO AUTHORIZE ADVISORY REFERENDUM QUESTION ON ABOLISHING THE STATE "EQUALIZER."

A proposed ordinance to authorize the submission of an advisory referendum question on abolishing the State "equalizer" (commonly called the "multiplier") to be submitted to the voters of the City of Chicago at the General Election to be held on November 2, 1982. -- *Referred to the Committee on Intergovernmental Relations.*

**Presented by**

**ALDERMAN NATARUS (42nd Ward):**

*Referred*--PROPOSED ORDINANCE TO CLOSE TO TRAFFIC PORTIONS OF SPECIFIED STREETS.

A proposed ordinance to close to traffic N. Ogden Avenue between the south right of way line of the Chicago Transit Authority and N. Clybourn Avenue, also W. Weed Street located between N. Frontier and N. Ogden Avenues, also N. Frontier Avenue located between W. Weed and W. Blackhawk Streets for recreational purposes. -- *Referred to the Committee on Traffic Control and Safety.*

*Referred*--PROPOSED ORDINANCE TO PROHIBIT PEDDLING ON PORTION OF W. ELM ST.

Also a proposed ordinance to prohibit peddling on W. Elm Street between N. Dearborn and N. State Streets. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**

**ALDERMAN OBERMAN (43rd Ward):**

*Referred*--PROPOSED ORDER FOR PERMIT TO MAINTAIN EXISTING CANOPIES.

A proposed order for the issuance of a permit to Ewald Funeral Home to maintain and use four canopies attached to the building or structure located at No. 2501 N. Southport Avenue. -- *Referred to the Committee on Local Industries, Streets and Alleys.*

**Presented by**

**ALDERMAN OBERMAN (43rd Ward) and ALDERMAN MERLO (44th Ward):**

*Referred*--PROPOSED ORDER FOR PERMISSION TO CONDUCT SIDEWALK SALE.

A proposed order to grant permission to Ted Mann/John Bull, Ltd., No. 652 W. Diversey Parkway, for the conduct of a sidewalk sale on both sides of W. Diversey Parkway from the No. 400 through the No. 700 blocks for the period of July 29-August 1, 1982. -- *Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN CLEWIS (45th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONDUCT CARNIVAL  
OR STREET FAIR.

A proposed order for issuance of a permit to Copernicus Foundation, c/o Mr. Edward Stefanowicz, No. 5216 W. Lawrence Avenue, for the conduct of a carnival or street fair on both N. Lipps and on N. Avondale Avenues from W. Lawrence to W. Ainslie Street; for the period September 2-7, 1982.--*Referred to the Committee on Traffic Control and Safety.*

Presented by

ALDERMAN AXELROD (46th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO MAINTAIN  
EXISTING CANOPY.

A proposed order for issuance of a permit to Chateaux Hotel to maintain and use an existing canopy attached to the building or structure located at No. 3838 N. Broadway.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN SCHULTER (47th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO CONSTRUCT  
AND MAINTAIN CANOPY.

A proposed order for issuance of a permit to Zephyr Ice Cream Shop, Inc. to construct, maintain and use a canopy attached to the building or structure located at No. 1767 W. Wilson Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

**5. FREE PERMITS, LICENSE FEE EXEMPTION, 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 BARNETT (2nd Ward):

Indiana Avenue Pentecostal Church of God, Inc., Nos. 3520-3522 S. Indiana Avenue --construction of a new church.

BY ALDERMAN OBERMAN (43rd Ward):

Victory Gardens Theater, No. 2257 N. Lincoln Avenue--Public Place of Amusement License--Class I.

*License Fee Exemptions:*

BY ALDERMAN DAVIS (29th Ward):

Loretto Hospital Gift Shop, No. 645 S. Central Avenue.

BY ALDERMAN MARTINEZ (31st Ward):

Walther Memorial Hospital, No. 1116 N. Kedzie Avenue.

*Cancellation of Warrants for Collection:*

- BY ALDERMAN ROTI (1st Ward):  
St. Peter Church, No. 110 W. Madison Street--refrigeration equipment inspection.
- BY ALDERMAN NARDULLI (26th Ward):  
St. Mary of Nazareth Hospital Center, sundry locations--elevator inspections.
- BY ALDERMAN RAY (27th Ward):  
Chicago Youth Centers, No. 611 W. Adams Street--elevator inspection.
- BY ALDERMAN NATARUS (42nd Ward):  
Illinois Masonic Medical Center, No. 66 W. Oak Street--parking sign maintenance and surcharge inspections.  
  
Northwestern University, sundry locations--mechanical ventilation inspections.
- BY ALDERMAN OBERMAN (43rd Ward):  
Children's Memorial Hospital, No. 2300 Childrens Plaza--parking sign maintenance and surcharge inspections.
- BY ALDERWOMAN VOLINI for ALDERMAN ORR (49th Ward):  
Mundelein College/Wright Hall, No. 6325 N. Sheridan Road--elevator inspection.
- BY ALDERMAN STONE (50th Ward):  
Northwest Home for the Aged, No. 6300 N. California Avenue--elevator inspection.  
  
Misericordia Home, No. 6300 N. Ridge Avenue--elevator inspection.

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APPROVAL OF JOURNAL OF PROCEEDINGS.

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JOURNAL (May 27, 1982).

Alderman Vrdolyak moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on May 27, 1982 as follows:

Page 10867 - by deleting the words "compensation if any to be determined prior to recording" appearing on the twelfth and thirteenth line from the top of the page and inserting the words "Six Thousand Two Hundred and 00/100" in lieu thereof;

Page 10867 - by inserting the number "6,200.00" immediately after the word and symbol "dollars (\$" appearing on the thirteenth line from the top of the page.

The motion *Prevailed*.

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JOURNAL (July 13, 1982).  
(Special Meeting)

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on Tuesday, July 13, 1982, at 9:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.



JOURNAL (July 15, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, July 15, 1982, at 10:00 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Correct* the said printed Official Journal as follows:

Page 11394--by deleting the number "1" appearing in the fifth line from the top of the page and inserting the letter "I" in lieu thereof;

Page 11604--by inserting the following language immediately after the eighteenth line from the top of the page:

"Such property is subject to 1975, 1976, 1977 General Taxes of Record and also General Taxes after delivery of Quitclaim Deed."

The motion to correct *Prevailed*.

Thereupon, Alderman Vrdolyak moved to *Approve* said printed Official Journal as *Corrected*, and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (July 22, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Thursday, July 22, 1982, at 9:30 A.M., signed by him as such City Clerk.

Alderman Vrdolyak moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**Approval Given to Mayor's Appointment of Mrs. Viola Wordlaw Thomas  
as Member of Board of Education.**

On motion of Alderman Lipinski the City Council took up for consideration the report of the Committee on Education, deferred and published in the Journal of the Proceedings of July 22, 1982, page 11749, recommending that the City Council approve the Mayor's appointment of Mrs. Viola Wordlaw Thomas as a member of the Board of Education.

On motion of Alderman Lipinski the said appointment of Mrs. Viola Wordlaw Thomas was *Approved* by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Brady, Barden, Streeter, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--44.

*Nays*--Aldermen Madrzyk, Kelley--2.

**Approval Given to Mayor's Appointment of Mr. Andrew J. Mooney  
as Commissioner of Chicago Housing Authority.**

On motion of Alderman Gabinski the City Council took up for consideration the report of the Committee on Housing, City and Community Development, deferred and published in the Journal of the Proceedings of July 22, 1982, page 11751, recommending that the City Council approve the Mayor's appointment of Mr. Andrew J. Mooney as a Commissioner of the Chicago Housing Authority.

After debate, Alderman Madrzyk moved the *Previous Question*. The motion *Prevailed*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Martinez, Gabinski, Mell, Farina, Cullerton, Laurino, Clewis, Axelrod, Schulter, Stone--26.

*Nays*--Aldermen Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Frost, Pucinski, Natarus, Oberman, Merlo, Volini--19.

Thereupon on motion of Alderman Gabinski the said appointment of Mr. Andrew J. Mooney was *Approved*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Barnett, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Volini, Stone--33.

*Nays*--Aldermen Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Oberman--14.

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**Approval Given to Mayor's Appointment of Angeline P. Caruso  
as Commissioner of Chicago Housing Authority.**

On motion of Alderman Gabinski the City Council took up for consideration the report of the Committee on Housing, City and Community Development, deferred and published in the Journal of the Proceedings of July 22, 1982, page 11752, recommending that the City Council approve the mayor's appointment of Angeline P. Caruso as a Commissioner of the Chicago Housing Authority.

On motion of Alderman Gabinski the said appointment of Angeline P. Caruso was *Approved*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Sheahan, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Clewis, Axelrod, Schulter, Stone--31.

*Nays*--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Huels, Streeter, Kelley, Sherman, Davis, Natarus, Oberman, Merlo, Volini--16.

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**Approval Given to Mayor's Appointment of Estelle S. Holzer  
as Commissioner of Chicago Housing Authority.**

On motion of Alderman Gabinski the City Council took up for consideration the report of the Committee on Housing, City and Community Development, deferred and published in the Journal of the Proceedings of July 22, 1982, page 11752, recommending that the City Council approve the Mayor's appointment of Estelle S. Holzer as a Commissioner of the Chicago Housing Authority.

On motion of Alderman Gabinski the said appointment of Estelle S. Holzer was *Approved*, by yeas and nays as follows:

*Yeas*--Aldermen Roti, Shaw, Vrdolyak, Majerczyk, Madrzyk, Burke, Brady, Barden, Kellam, Stemberk, Shumpert, Marzullo, Nardulli, Ray, Carothers, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Clewis, Axelrod, Schulter, Stone--28.

*Nays*--Aldermen Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Huels, Streeter, Sheahan, Kelley, Sherman, Lipinski, Davis, Pucinski, Natarus, Oberman, Merlo, Volini--19.

**MISCELLANEOUS BUSINESS.**

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**Time Fixed for Next Succeeding Regular Meeting.**

By unanimous consent Alderman Frost 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 regular meeting held on Friday, the twenty-third (23rd) day of July, 1982, at 11:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifteenth (15th) day of September, 1982, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

*Yeas*--Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Stone--47.

*Nays*--None.

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**ADJOURNMENT.**

Thereupon, Alderman Frost moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, September 15, 1982 at 10:00 A.M., in the Council Chamber in the City Hall.

  
WALTER S. KOZUBOWSKI,  
City Clerk.