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

Regular Meeting—Wednesday, October 27, 1982

at 10:00 A.M.

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

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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone.

Absent--None.

Call to Order.

On Wednesday, October 27, 1982 at 10:00 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, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schullter, Volini, Orr, Stone--50.

Quorum present.

Invocation.

Alderman George J. Hagopian, 30th Ward, opened the meeting with prayer.

**OCTOBER 25-29, 1982 PROCLAIMED EMPLOYEE
RECOGNITION WEEK.**

Honorable Jane M. Byrne, Mayor, submitted the following proclamation:

**OFFICE OF THE MAYOR
CITY OF CHICAGO**

WHEREAS, More than 6,000 employees of the City of Chicago have attained 25 or more years of service and have served with unselfish devotion and loyalty for the public good; and

WHEREAS, They have been responsive and sympathetic to the people they serve, building public confidence in their performances; and

WHEREAS, They have earned public trust, that unwritten contract with the people of Chicago, for which their fellow workers and the people they serve congratulate them; now, therefore,

I, Jane M. Byrne, Mayor of the City of Chicago, do hereby proclaim October 25-29, 1982, to be Employee Recognition Week in Chicago and urge the people of Chicago to acknowledge their appreciation to these City employees and to observe the events arranged for this time.

Dated this 25th day of October, 1982.

(Signed) JANE M. BYRNE,
Mayor.

Honorable Jane M. Byrne, Mayor, presented "Certificates of Recognition" to forty-five (45) City employees who were representative of their respective departments and who, in turn, represented the approximately 6,000 City employees receiving these Certificates for 25 years or more City service. The recipients were warmly applauded by the Members of the City Council and assembled guests.

RECESS TAKEN.

Thereupon, Alderman Frost moved that the City Council *do Recess* for the purpose of holding a public hearing on the Tax Levy for the Board of Education for the Year 1982-1983.

The motion *Prevailed* by a viva voce vote and the City Council *Stood in Recess*.

 PUBLIC HEARING ON TAX LEVY FOR BOARD OF EDUCATION.

Alderman Frost then moved to re-convene for the purpose of holding a public hearing on the Tax Levy Ordinance for the Board of Education for the Year 1982-1983 in accordance with the terms of the Resolution adopted by the City Council on Friday, October 15, 1982, as is noted on pages 12878-12879 of the Journal of the Proceedings of said date.

Alderman Frost then presented two communications to be included in the Official Record which read as follows:

BOARD OF EDUCATION

City of Chicago
228 North LaSalle Street
Chicago, Illinois 60601

Joseph L. Mahran
Superintendent for Finance and Administration
(312) 641-4881

October 22, 1982.

*Honorable Wilson Frost
Chairman, Finance Committee
Chicago City Council
121 North LaSalle Street
Chicago Illinois 60602*

DEAR CHAIRMAN FROST--Per your request, I have prepared the following statement to be read at the Public Hearing of the City Council on the proposed tax levy for the Chicago Board of Education for fiscal year 1982-83.

INCREASE IN TAX LEVY OF THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO
FOR FISCAL YEAR 1983

The proposed increase in the Chicago Board of Education's tax levy for its 1983 fiscal year is \$21,917,307 or approximately 5.3% over the amount of the Board's fiscal year 1982 levy (\$435,320,715 for fiscal year 1983 as opposed to \$413,403,408 for the fiscal year 1982). This increase results from a 9.1% (or approximately \$1.1 billion) increase in equalized assessed valuation ("EAV") of taxable property with the City of Chicago (a current EAV of \$13.2 billion opposed to the prior EAV of \$12.1 billion) applicable to the Board's four rate-limited operating funds and the Board's decision, based on the level of budgeted appropriations for its 1983 fiscal year, to levy taxes for these funds to produce the maximum amount permitted by law. The proposed increase in taxes levied for these rate-limited funds is offset by a slight decrease from fiscal year 1982 in the aggregate of the taxes levied for all of the Board's non-rate-limited funds.

Sincerely,

(Signed) JOSEPH L. MAHRAN
*Superintendent for Finance
and Administration
(Chief Financial Officer)*

BOARD OF EDUCATION OF
THE CITY OF CHICAGO
AND THE
CITY COUNCIL OF
THE CITY OF CHICAGO

The amount of property taxes (exclusive of election costs) levied by the City Council of the City of Chicago (the "City Council"), pursuant to the demand and direction of the Board of Education of the City of Chicago (the "Board"), for the Board's 1982 fiscal year, which taxes were extended or are estimated to be extended is \$413,403,550. A portion of such 1982 fiscal year levy has been extended in calendar year 1982 and the remainder will be extended in calendar year 1983. The amount of the proposed levy (exclusive of election costs) to be considered by the City Council of the City of Chicago for the Board's 1983 fiscal year is \$435,320,715. The percentage increase of the Board's 1983 fiscal year levy over the Board's 1982 fiscal year levy is 5.3%. The date, time and place of the public hearing of the City Council concerning the proposed levy increase is October 27, 1982, at 10:00 o'clock A.M. in the City Council Chamber, 2nd Floor, 121 N. LaSalle Street, Chicago, Illinois. This notice shall serve as a notice of intent on the part of the City Council to cause a levy in such amount to be adopted, pursuant to the demand and direction of the Board. Any person desiring to be heard shall have an opportunity to present testimony at the public hearing.

October 19th, 1982

WALTER S. KOZUBOWSKI

City Clerk of the City of Chicago

Alderman Frost thereupon presented the following speakers who addressed the Council:

Gail Weisberg

Jeanette Range

Alderman Frost then stated that if there were no further witnesses who wished to be heard, this Public Hearing on the Tax Levy for the Board of Education was concluded.

Thereupon, on motion of Alderman Frost the Public Hearing on the Tax Levy for the Board of Education was *Adjourned* by a viva voce vote.

REGULAR ORDER OF BUSINESS RESUMED.

Tribute to Late Eugene Matanky.

Honorable Jane M. Byrne, Mayor, on behalf of herself and all the Members of the City Council, presented the following proposed resolution:

WHEREAS, Eugene Matanky, a distinguished citizen, writer, teacher, real estate developer and philanthropist was summoned to his eternal reward and, thereupon, was laid to rest an outstanding career of a great citizen of the City of Chicago; and

WHEREAS, Eugene Matanky, who had a Master's degree in journalism, lectured at the Medill School of Journalism, became a copy editor for the Chicago American and later was editor of the Sunday rotogravure supplement; and

WHEREAS, Eugene Matanky held six professional real estate designations granted by the National Association of Realtors, and as chairman of the National Condominium Commission testified before a congressional committee on condominium laws; was awarded a certificate of merit by the Chicago

Real Estate Board for his contribution to the literature of real estate; was vice-president of the National Real Estate Security and Syndication Institute; was the author of the book, "Exchange Systems and Procedures;" and was the respected president of Eugene Matanky and Associates; and

WHEREAS, Eugene Matanky's dedication to the people of his community helped to build low-cost housing for the aged; he was a member of the board of Congregation Ezras Israel; past vice-president for the Midwest region of the United Synagogues of America; chairman of the La Societe Israel Bonds; past president of the Bernard Horwich Jewish Community Center and a member of the Board of Directors of the Community Bank and Trust Co. of Edgewater; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council, gathered here this 27th day of October, 1982, in memory of his dedicated work on behalf of all mankind, do hereby officially and personally mourn the passing of Eugene Matanky and extend our heartfelt sympathy to his widow, Trude, their four children, his parents and other members of his distinguished family; and

Be It Further Resolved, That a suitable copy of this resolution be submitted to Mrs. Trude Matanky and the members of her family.

Alderman Stone 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 Stone (seconded by Aldermen, Bertrand, Volini and Pucinski) the foregoing proposed resolution was *Adopted*, unanimously, by a rising vote.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 7, SECTION 7-85 (i)
OF MUNICIPAL CODE CONCERNING HOME MORTGAGE REVENUE
BOND PROGRAMS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Comptroller and the Commissioner of the Department of Housing, I transmit herewith an ordinance amending Section 7-85 (i) of Chapter 7 of the Municipal Code of Chicago.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 15.2 OF MUNICIPAL CODE CONCERNING MEMBERS OF THE ECONOMIC DEVELOPMENT COMMISSION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Chairman of the Economic Development Commission, I transmit herewith an ordinance amending Chapter 15.2 of the Municipal Code by adding three members to the Economic Development Commission.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 78.2 OF MUNICIPAL CODE CONCERNING SMOKE DETECTORS.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings and Zoning*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--On the recommendation of the Mayor's Advisory Commission on Building Code Amendments, I transmit herewith an ordinance amending Chapter 78.2 of the Municipal Code expanding the use of smoke detectors in dwelling units.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO TRANSFER FUNDS FROM WORKING CASH FUND TO GENERAL CORPORATE FUND.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--I transmit herewith an ordinance directing the City Treasurer to transfer from the Working Cash Fund to the General Corporate Fund the sum of \$32,008,240 in anticipation of the collection of all Illinois Personal Property Tax Replacement Tax revenues allocated to the General Corporate Fund of the City for the year 1982 and \$2,442,721 of property tax revenues appropriated for the General Corporate Fund for the year 1982.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
INDUSTRIAL REVENUE BOND FOR A. EPSTEIN AND SONS
INTERNATIONAL, INC. PROJECT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of Economic Development, I transmit herewith an ordinance providing for the issuance of an industrial revenue bond in the amount of \$3,500,000 for the construction of a project by A. Epstein and Sons International, Inc.

Your favorable consideration of this ordinance will be appreciated.

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

*Referred--*PROPOSED ORDINANCE TO PROVIDE FOR ISSUANCE OF
SINGLE FAMILY MORTGAGE REVENUE BONDS, 1982 SERIES A.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Comptroller and the Commissioner of the Department of Housing, I transmit herewith an ordinance providing for the issuance by the City of up to \$100,000,000 aggregate principal amount of Single Family Mortgage Revenue Bonds, 1982 Series A.

October 27, 1982

COMMUNICATIONS, ETC.

13031

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO AUTHORIZE EXECUTION OF
CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
FOR REPAIRS TO TABERNACLE COMMUNITY OUTREACH CENTER.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Planning, I am transmitting herewith an ordinance authorizing the execution of a contract for Community Development Block Grant funding of repairs for the Tabernacle Community Outreach Center.

Your favorable consideration of this ordinance will be appreciated.

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

Referred--PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 2
TO ENGLEWOOD CONSERVATION PLAN.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance "To Approve Amendment No. 2 to the Englewood Conservation Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 14
TO HYDE PARK-KENWOOD CONSERVATION PLAN.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance "To Approve Amendment No. 14 to the Hyde Park-Kenwood Conservation Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE AMENDMENT NO. 2
TO THE LAWNSDALE CONSERVATION PLAN.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance "To Approve Amendment No. 2 to the Lawnsdale Conservation Plan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN REDEVELOPMENT PROJECT 51ST-VINCENNES.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

October 27, 1982

COMMUNICATIONS, ETC.

13033

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance "To Approve the Sale of Certain Land in Redevelopment Project 51st-Vincennes."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE SALE OF CERTAIN LAND
IN HYDE PARK-KENWOOD CONSERVATION AREA.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance "To Approve the Sale of Certain Land in the Hyde Park-Kenwood Conservation Area."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED ORDINANCE TO APPROVE DESIGNATION OF
SLUM AND BLIGHTED AREA REDEVELOPMENT PROJECT
45TH-MICHIGAN.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance, "Approving the Designation of Slum and Blighted Area Redevelopment Project 45th-Michigan and Determination that it Should be Acquired for Development."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred-PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT
PLAN FOR SLUM AND BLIGHTED REDEVELOPMENT PROJECT
45TH-MICHIGAN.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Housing, I am transmitting herewith copies of an Ordinance, "To Approve Redevelopment Plan for Slum and Blighted Area Redevelopment Project 45th-Michigan."

Also enclosed are certified copies of a Resolution adopted by the Department of Urban Renewal at a Regular Meeting on October 19, 1982, authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred-PROPOSED ORDINANCE TO APPROVE DESIGNATION
OF 47TH-KEDZIE BLIGHTED COMMERCIAL AREA.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

October 27, 1982

COMMUNICATIONS, ETC.

13035

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Economic Development, I am transmitting herewith copies of an Ordinance, "Approving the Designation of the 47th-Kedzie Blighted Commercial Area".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on March 23, 1982 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE AMENDED REDEVELOPMENT PLAN
FOR 47TH-KEDZIE BLIGHTED COMMERCIAL AREA.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Interim Commissioner of the Department of Economic Development, I am transmitting herewith copies of an Ordinance, "Approving the Amended Redevelopment Plan for the 47th-Kedzie Blighted Commercial Area".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on March 23, 1982 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

Referred--PROPOSED ORDINANCE TO APPROVE REDEVELOPMENT PLAN FOR
LAWRENCE-PULASKI BLIGHTED COMMERCIAL AREA.

Honorable Jane M. Byrne, Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing, City and Community Development*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 27, 1982.

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

LADIES AND GENTLEMEN--At the request of the Commissioner of the Department of Economic Development, I am transmitting herewith copies of an Ordinance, "Approving the Redevelopment Plan for the Lawrence-Pulaski Blighted Commercial Area".

Also enclosed are certified copies of a Resolution adopted by the Commercial District Development Commission at a meeting on April 20, 1982 authorizing the Commissioner to request City Council approval of the Ordinance referred to above.

Thank you for your consideration of this matter.

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

*Referred--*PROPOSED RESOLUTION TO CALL UPON ILLINOIS GENERAL
ASSEMBLY TO HOLD PUBLIC HEARINGS CONCERNING ELECTED
BOARD OF EDUCATION MEMBERS.

Honorable Jane M. Byrne, Mayor, submitted the following resolution which was *Referred to the Committee on Education*:

Whereas, The Illinois General Assembly, pursuant to the provisions of the Illinois Constitution of 1970, is mandated to provide for a system of public educational institutions throughout the State; and

Whereas, The Illinois School Code of 1961 provides for the method of selection of members to the Chicago Board of Education; and

Whereas, The method of selection of members to the Chicago Board of Education is a matter of interest to the citizens of Chicago and a public discussion of alternate methods of school board selection would be in the public interest; now, therefore,

BE IT RESOLVED, That the Mayor of the City of Chicago and the City Council, in meeting assembled the 27th day of October, 1982, do hereby call upon the Illinois General Assembly to consider and hold public hearings as to whether the selection of members to the Chicago Board of Education should be by a popular election within the school district; and

BE IT FURTHER RESOLVED, That a copy of this resolution shall be presented to the appropriate leadership of the Illinois General Assembly for their consideration and action.

At this point in the Proceedings, Honorable Jane M. Byrne, Mayor, relinquished the Chair to President Pro Tem. Alderman Edward R. Vrdolyak.

CITY COUNCIL INFORMED AS TO MISCELLANEOUS DOCUMENTS FILED
OR RECEIVED IN CITY CLERK'S OFFICE.

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

Proclamations.

Proclamations of Honorable Jane M. Byrne, Mayor, designating times for special observances as follows:

"POLISH FALCONS OF AMERICA DISTRICT 2 DAY IN CHICAGO":
October 17, 1982;

"WEEK OF SOLIDARITY WITH ANATOLY SCHARANSKY":
Week of October 17, 1982;

"CHICAGO HORNETS DAY IN CHICAGO":
October 22, 1982;

"CUBAN JOURNALIST DAY IN CHICAGO":
October 24, 1982;

"UNITED NATIONS DAY IN CHICAGO":
October 24, 1982;

"EMPLOYEE RECOGNITION WEEK IN CHICAGO":
October 25-29, 1982;

"OUTSTANDING BLACK CENTENARIAN DAY IN CHICAGO":
October 26, 1982;

"REPUBLIC OF CZECHOSLOVAKIA FOUNDING DAY IN CHICAGO":
October 28, 1982;

"DR. A. R. LEAK DAY IN CHICAGO":
October 29, 1982;

"CHICAGO AREA CLUB N.A.N.B.P.W., INC. ASCENSION TO MANHOOD DAY IN CHICAGO":
October 30, 1982;

"MUSEUM OF CONTEMPORARY ART MONTH IN CHICAGO":
Month of November, 1982;

"TELEPHONE PIONEER WEEK IN CHICAGO":
Week of November 1, 1982;

"NATIONAL VAN LINES, INC. DAYS IN CHICAGO":
November 3-6, 1982;

"CAREER GUIDANCE WEEK":
November 7-13, 1982;

"VIETNAM VETERANS RECOGNITION WEEK IN CHICAGO":
Week of November 8, 1982;

"EXPERIMENT IN INTERNATIONAL LIVING DAY IN CHICAGO":
November 21, 1982;

"ALZHEIMER'S DISEASE PUBLIC AWARENESS WEEK IN CHICAGO":
November 21-27, 1982;

"EMPLOYMENT OPPORTUNITY WEEK IN CHICAGO":
Week of January 24, 1983.

Acceptances and Bonds under Ordinances.

Also acceptances and bonds under ordinances as follows:

Dearborn Land Company: Acceptance and bond under an ordinance passed on May 27, 1982 (passageway); filed on October 25, 1982;

Glidden C & R Division, SCM Corporation: Acceptance and bond under an ordinance passed on January 14, 1982 (conduit); filed on October 18, 1982;

Means Services, Inc. a/k/a F. W. Means & Company: Acceptance and bond under an ordinance passed on April 21, 1982 and amended on September 15, 1982 (covered bridge); filed on October 25, 1982.

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 October 15, 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 October 27, 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 October 15, 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 October 27, 1982.

MISCELLANEOUS COMMUNICATIONS, REPORTS, ETC. REQUIRING
COUNCIL ACTION (TRANSMITTED TO THE CITY COUNCIL
BY THE 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:

*City Comptroller's Quarterly Reports for Period Ending
September 30, 1982.*

The following documents, received in the City Clerk's office from Anthony N. Fratto, City Comptroller, which were *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ending September 30, 1982;

Statement of Funded Debt as of September 30, 1982; City of Chicago Corporate Fund: Statement of Floating Debt as of September 30, 1982.

Administrative Budget for Public Building Commission.

Also two communications from Brian M. Kilgallon, Assistant Secretary, and Albert Grange, Controller, Public Building Commission of Chicago, addressed to the City Clerk under date of October 26, 1982, transmitting a resolution adopted by the Commission and a copy of the Administrative Budgets for the Commission.--*Placed on File.*

*City Comptroller's Quarterly Report for Municipal Hotel
Operators' Occupation Tax.*

Also a report from Anthony N. Fratto, City Comptroller, addressed to the Mayor and Members of the City Council, transmitting the quarterly report of amounts expended in the Municipal Hotel Operators' Occupation Tax Fund.--*Placed on File.*

*Certification as to Amount of City's Contribution to Fireman's
Annuity and Benefit Fund.*

Also a communication from Francis J. Murphy, Secretary, Retirement Board of Firemen's Annuity

and Benefit Fund, transmitting a certified copy of a resolution adopted by the Board as to the amount of the City's Contribution for the year 1983.--*Referred to the Committee on Finance.*

—
Statement of Election Results for Active Fireman Trustee to Retirement Board of Firemen's Annuity and Benefit Fund.

Also a communication from the Election Committee of the Retirement Board of the Firemen's Annuity and Benefit Fund concerning the results of the election for office of Active Fireman Trustee.--*Placed on File.*

—
Annual Report of Municipal Employees' Annuity and Benefit Fund.

Also the Annual Report of the Municipal Employees' Annuity and Benefit Fund of Chicago, for the year ended December 31, 1981, submitted by B. K. Walters, Executive Director, which was *Placed on File.*

—
Zoning Reclassifications of Particular Areas.

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

Gannett Satellite Information Network, Inc.--to classify as a Communications Planned Development instead of an M2-4 General Manufacturing District the area shown on Map No. 1-F in the area of N. 735 W. Chicago Avenue;

Ray Buick, Inc.--to classify as C1-1 Restricted Commercial District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-L in the area bounded by

W. 63rd Street; a line 107.72 feet east of and parallel to S. LeClaire Avenue; the alley next south of and parallel to W. 63rd Street; and S. LeClaire Avenue.

—
Claims Against City of Chicago:

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

Allen Aleta, Allstate Ins. Co. (2) Ralph Clamage and Mary Jennings, American Ambassador Cas. Co. and Jessee Johnson, American Family Ins. Co. and Judy S. Kramer, American Hardware Mutual Ins. Co.;

Baim Michael, H and E Balaban, Baldwin Jerome F., Bell E., Bennett R. Clay, Blount Jesse, Bolds Elizabeth, Boll D. Mrs., Bremer F., Butler Marie and Willard;

Cadums John F., Carlson Elena M. J., Carney Sr. Francis Marie BVM, Carney Jessie, Collins Annette B., Courtney John V., Couture Leon J.;

DeVore Forrest L., Disabled American Veterans, Driscoll Wayne E.;

Ebel Helen M.;

Fireman's Fund Ins. Co. (2) Joseph P. McGah and Michael's Cooperage Co. Inc., Fola Ollie;

Gerber Melvin L., Blab Walter, Gonzales Mattie R., Gornley Michael, Griffin Dennis W., Gubin Deborah J.;

Hendricks William J.;

Illinois Bell Telephone Co. (4);

Jackson Uler V., Jacobs Alan, Jennings Mary, Jose Pierre;

Knappe Karen J., Kostic Anna;

Langham Rosie, Lott Scott;

Martin Dora, Martinez Javier, McLaughlin Anne, Mika Anton, Mount Carmel Church;

Neal Elaine, Nortown Theatre, c/o Plitt Theatres Inc.;

Okeh Electric Co., Ortega Elvia;

Paxton Rev. B. F., The Peoples Gas Light and Coke Co., Pratt Alonzo, Price Luther;

Risdon Barbara B., Rottman Michael;

Sartino Shirley A., Schwab Charles H., Shin Jong Sun, State Farm Ins. Co. (5) Wayne Carlson, Nancy Demas, Patricia Keating, Thomas Kruzel, and Charles H. Lichtman, Stern Morgan M., Stevens Houston, Stevens Richard J., Steward Maxine, Stewart Albert;

Villeda Anna B.;

Wead Angeline C., Williams Maudine, William Wrigley, Jr. Co. (2) Wisniewski Victoria and Patricia Markiewicz;

Yun Chae Mak;

Zapala Edward.

—
Approval by Chicago Plan Comm. and Dept of Planning,
City and Community Development of Certain
Proposals.

Also copies of resolutions adopted by the Chicago Plan Commission on September 23, 1982 and reports of the Department of Planning, City and Community Development approving the following proposals, which were *Placed on File*:

DEPARTMENT OF FINANCE

Disposition of vacant City-owned Properties

Ref. No. 82-142-02	1348 North Cleveland Avenue
Ref. No. 82-143-02	1354 North Cleveland Avenue
Ref. No. 82-144-02	2112-28 West Madison Street
Ref. No. 82-145-02	1203 West Roosevelt Road
Ref. No. 82-146-02	704 East 17th Street
Ref. No. 82-148-02	533-39 North Ogden Avenue/ 1210-12 West Race Avenue
Ref. No. 82-149-02	4236-38 South King Drive
Ref. No. 82-150-02	1515-17 South Sawyer Avenue
Ref. No. 82-151-02	1742-46 West 69th Street
Ref. No. 82-152-02	2096 North Milwaukee Avenue
Ref. No. 82-155-02	4056-58 West 16th Street/ 1549-59 South Karlov Avenue
Ref. No. 82-156-02	3810 West Ogden Avenue
Ref. No. 82-157-02	1847 West North Avenue
Ref. No. 82-158-02	7525 South Cottage Grove Avenue

Ref. No. 82-159-02
Ref. No. 82-160-02
Ref. No. 82-161-02

3736-42 West 18th Street
2149-59 West Jackson Boulevard
332-42 South Cicero Avenue/
4807-11 West Gladys Avenue

DEPARTMENT OF STREETS AND SANITATION

Ref. No. 82-153-07
Acquisition of property at 2451 South Wood Street.

DEPARTMENT OF PUBLIC WORKS

Ref. No. 82-141-06
Howard/Dan Ryan Through-Route and Capacity Improvement Project.

Ref. No. 82-147-06
Kedzie Avenue Bridge Reconstruction over the North Branch of the Chicago River.

Ref. No. 82-162-06
Resurfacing of 71st Street-Pulaski Road to Vincennes Avenue.

Certification as to Amount of Assessments for New Street Improvement Program at Specified Locations.

Also communications from John L. Donovan, Commissioner of Streets and Sanitation, addressed to the City Clerk under date of October 22, 1982, transmitting certified copies of amounts of assessments for new Street Improvement Programs in accordance with Chapter 200.4-4 of the Municipal Code.-
-Placed on File.

*Referred--*PROPOSED ORDINANCES RECOMMENDED BY BOARD OF LOCAL IMPROVEMENTS FOR SIDEWALK AND ALLEY IMPROVEMENTS.

The City Clerk transmitted the following communications addressed to him under date of October 25, 1982, signed by Edwin J. Kowalski, Secretary of the Board of Local Improvements; Department of Streets and Sanitation, which were together with the proposed ordinances transmitted therewith, *Referred to the Committee on Local Industries, Streets and Alleys:*

"As provided in the Local Improvement Act, the Board has held public hearing on said improvement with reference to the extent, nature, kind, character and estimated cost of said improvement thereof and recommends passage of said ordinances.

Ward 8

Grading, paving and improving the alley between E. 90th Street, E. 91st Street, S. Blackstone Avenue and S. Dante Avenue, etc.;

Ward 9

Grading, paving and improving the alley between E. 106th Street, E. 107th Street, S. Calumet Avenue and S. Forest Avenue, etc.;

Ward 9

Grading, paving and improving the alleys between W. 126th Street, W. 127th Street, S. Stewart Avenue and S. Eggleston Avenue, etc.;

- Ward 10 Grading, paving and improving the alley between E. 100th Street, E. 101st Street, S. Torrence Avenue and S. Hoxie Avenue, etc.;
- Ward 10 Grading, paving and improving the alley between E. 115th Street, E. 116th Street, S. Avenue H and S. Avenue J;
- Ward 13 Grading, paving and improving the alley between W. 66th Street, W. Marquette Road, Chicago Union Transfer Railway and S. Knox Avenue, etc.;
- Ward 15 Grading, paving and improving the alley between W. 74th Street, The Chicago and Western Indiana Belt Railway R.O.W., S. Maplewood Avenue and S. Rockwell Street, etc.
- Ward 17 Grading, paving and improving the alleys between W. 74th Street, W. 74th Place, S. Racine Avenue and S. Ada Street;
- Ward 18 Grading, paving and improving the alleys between W. 87th Street, W. 88th Street, S. Loomis Street and S. Bishop Street, etc.;
- Ward 21 Grading, paving and improving the alley between W. 93rd Street, W. 94th Street, S. Eggleston Avenue and S. Normal Avenue;
- Ward 21 Grading, paving and improving the alleys between W. 87th Street, W. 88th Street, S. Hermitage Avenue and S. Wood Street;
- Ward 22 Grading, paving and improving the alley between W. 45th Street, W. 46th Street, S. Cicero Avenue and S. LaCrosse Avenue, etc.;
- Ward 34 Grading, paving and improving the alley between W. 108th Street, W. 109th Street, S. Emerald Avenue and S. Halsted Street;
- Ward 36 Grading, paving and improving the alley between W. School Street, W. Belmont Avenue, N. Oketo Avenue and N. Osceola Avenue, etc.;
- Ward 36 Grading, paving and improving the alley between W. School Street, W. Belmont Avenue, N. Osceola Avenue and N. Olcott Avenue;
- Ward 36 Grading, paving and improving the alleys between W. School Street, W. Belmont Avenue, N. Plainfield Avenue and N. Pontiac Avenue;
- Ward 36 Grading, paving and improving the alleys between W. Waveland Avenue, W. Addison Street, N. Octavia Avenue and N. Odell Avenue."

Referred--PROPOSED ORDINANCE RECOMMENDED BY THE
BOARD OF LOCAL IMPROVEMENTS FOR *REPEAL*
OF CERTAIN IMPROVEMENT
ORDINANCE.

The City Clerk transmitted a communication from Edwin J. Kowalski, Secretary of the Board of Local Improvements, addressed to him under date of October 25, 1982, transmitting a proposed ordinance to *repeal* the ordinance passed on January 14, 1982, for grading, paving and otherwise improving the roadway of the alley between W. 96th Street, W. 97th Street, S. Union Avenue and S. Emerald Avenue, etc.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Referred--REQUEST FOR "STOP SIGNS" AT
SPECIFIED LOCATIONS.

Also a petition received in the City Clerk's office on October 25, 1982, requesting the Department of Streets and Sanitation to place "Stop" signs at specified locations.--*Referred to the Committee on Traffic Control and Safety.*

Referred--REQUEST OF BOARD OF EDUCATION FOR CITY
TO SELL CERTAIN SCHOOL PROPERTY AT
SPECIFIED LOCATION.

Also a communication from the Board of Education of the City of Chicago, requesting the City to sell certain school property, at specified location, title to which is held by the City of Chicago, In Trust for the Use of Schools.--*Referred to the Committee on Finance.*

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

**Levy of Taxes Authorized Pursuant to Lease Agreement Between
Community College District No. 508 and the Public Building
Commission of Chicago (Project JC-5 Loop College).**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing the levy of taxes pursuant to a lease agreement between Community College District No. 508 and the Public Building Commission of Chicago, hereunder referred to as Project JC-5 Loop College.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schultzer, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, There has been filed with and there is before the City Council of the City of Chicago for consideration a certified copy of a resolution adopted on October 19, 1982 (the "Resolution") by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (the "District"), authorizing the execution of a lease (the "Lease") between the District and the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), for the leasing by the District of a community college site with a building and facilities thereon within the City of Chicago, being commonly known and referred to and being identified by project designation as the Loop College (JC-5) located at Nos. 16-30 East Lake Street and the Resolution further provides that the Board of Trustees (the "Board") of the District, order, direct and demand the City Council of the City of Chicago to enact an ordinance for the levy and collection of a direct annual tax sufficient to pay the rents payable under the terms of the Lease to the Commission, as and when such rentals become due, the Resolution being as follows:

[Resolution attached to this ordinance printed on
pages 13045 thru 13051 of this Journal]

; and

WHEREAS, Pursuant to the provisions of Section 18 of the Public Building Commission Act of the State of Illinois, effective July 5, 1955, as amended, the governing body of each municipal corporation entering into a lease with the Commission is required to provide for the levy and collection of a direct annual tax sufficient to pay the annual rentals under such lease as and when such rentals become due and payable; and

WHEREAS, The Board of the District, under authority of Section 7-1.1 and Section 7-18 of the Public Community College Act of the State of Illinois, approved July 15, 1965, as amended, has duly adopted its resolution ordering, directing and demanding the City Council of the City of Chicago to enact an ordinance (the "Ordinance") for the levy and collection of a direct annual tax sufficient to pay the annual rentals as they become due under the terms of the Lease; now, therefore,

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

SECTION 1. That for the purpose of paying the annual rentals due and payable by the Board of the District under the Lease, there be and there is hereby levied a direct annual tax upon all the taxable property within the District for the purpose of paying such annual rentals provided for by the Lease, and for that purpose there be and there is hereby levied a direct annual tax for each of the years as follows:

<i>Year of Levy</i>	<i>Amount</i>
1982	\$ 4,447,000
1983	4,632,500
1984	4,786,000
1985	5,157,000
1986	5,215,500
1987	5,491,000
1988	5,703,000
1989	5,851,500
1990	5,936,000
1991	5,708,500
1992	5,448,500
1993	4,908,000

(Continued on page 13052)

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

A RESOLUTION approving the form of Lease to be entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, Cook County, Illinois, and providing for the leasing of a community college site within the City of Chicago, Illinois, commonly known as Loop College (JC-5), and a building and facilities to be constructed thereon from said Commission, authorizing its execution and requesting the levy of direct annual taxes by the City Council of the City of Chicago for the payment of the annual rentals as they will become due under the terms of said Lease.

ADOPTED
Board of Trustees of
Community College District No. 508

OCT 19 1982

COUNTY OF COOK
AND STATE OF ILLINOIS

WHEREAS, the Public Building Commission of Chicago, Cook County, Illinois (the "Commission"), at the request of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (the "District") has undertaken a program for the acquisition of a site for a community college (the "Site") and constructing and equipping thereon a necessary building and facilities for community college purposes (the "Project") in order to meet the educational, technological and vocational needs of persons within the District; and

WHEREAS, the District, acting in cooperation with the recommendations of the Department of Development and Planning of the City of Chicago and the comprehensive plan for the City of Chicago has proposed the acquisition of the Site by the Commission to be used as a site for a community college and the construction thereon of the Project, such Site and Project pertaining to

the community college to be situated within the City of Chicago and being commonly known and referred to and identified by project designation as follows:

Loop College at
16-30 Lake Street

(JC-5)

; and

WHEREAS, the Commission has heretofore adopted resolutions approving the location of the Site and has approved engineering plans and reports describing the Project and the equipment to be acquired for the Project and the Site and the Project have been previously approved by the District; and

WHEREAS, the acquisition of the Site and the construction and equipping of the Project is urgently needed by the District in the providing and furnishing of essential educational facilities to meet the educational, technological and vocational needs and requirements of the inhabitants of the District; and

WHEREAS, the Commission is a municipal corporation of the State of Illinois, duly organized and existing pursuant to the "Public Building Commission Act" of Illinois, approved July 5, 1955, as amended, and the Commission will lease the Site, including the Project, to the District in accordance with the terms and provisions of the Lease hereinafter referred to (the "Lease"), which Lease describes in detail the Site and the Project to be constructed thereon and the equipment necessary to be acquired,

and the Lease is for a term commencing with the date of its execution and ending on June 30, 1995, and provides for the payment by the District to the Commission of annual rentals on December 1 of each of the years and in the amounts as follows:

<u>Year</u>	<u>Amount</u>
1983	\$4,447,000
1984	4,632,500
1985	4,786,000
1986	5,157,000
1987	5,215,500
1988	5,491,000
1989	5,703,000
1990	5,851,500
1991	5,936,000
1992	5,708,500
1993	5,448,500
1994	4,908,000

and the Lease further provides that the District, as Lessee, will operate and maintain the premises, will undertake to pay the cost of such operation and maintenance, which costs shall be included each year in the annual budget of the District during the term of the Lease, and the Lease requires that this Board direct and demand the City Council of the City of Chicago to enact an ordinance for the levy and collection of a direct annual tax upon all the taxable property within the District sufficient to pay the rentals payable under the terms of the Lease by the District to the Commission as and when the rentals become due; and furthermore, the Lease provides that title to the property leased will be conveyed to the District at such time as all the revenue bonds or other obligations of the Commission incurred incident to the acquisition of

the Site and the construction and equipping of the Project thereon have been paid in full:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as follows:

Section 1. That the form, terms and provisions of the proposed Lease be, and they hereby are, in all respects approved, and that the Chairman and Secretary of this Board be, and they hereby are, authorized, empowered and directed to execute, acknowledge, date and deliver the Lease in the name and on behalf of the District, and thereupon to cause the Lease to be delivered to the Commission; that the Lease is to be in substantially the form attached hereto and by reference made a part hereof as though set forth in full herein and hereby approved, or with such changes therein as shall be approved by the officials of the District executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Lease attached hereto; and that from and after the execution and delivery of the Lease, the officials, agents and employees of the District are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 2. That all acts and doings of the officials of the District which are in conformity with the purposes and

intent of this resolution be, and the same are hereby in all respects, ratified, approved and confirmed.

Section 3. That for the purpose of providing for the payment of the rent provided for in the Lease as it becomes due, there shall be levied by the City Council of the City of Chicago and there shall be collected a direct annual tax upon all the taxable property within the District sufficient therefor and in particular, but not in limitation of the foregoing, sufficient to produce the following sums for the following years:

<u>Year of Levy</u>	<u>Amount</u>
1982	\$4,447,000
1983	4,632,500
1984	4,786,000
1985	5,157,000
1986	5,215,500
1987	5,491,000
1988	5,703,000
1989	5,851,500
1990	5,936,000
1991	5,708,500
1992	5,448,500
1993	4,908,000

and, as required by law, the City Council of the City of Chicago is requested to consent by ordinance (the "Ordinance") to the payment of the rent and demand is hereby made upon the City Council of the City of Chicago and the City Council is hereby directed to levy by the Ordinance and provide for the collection of a direct annual tax upon all taxable property within the District sufficient to produce the sums hereinabove set out.

After the adoption of this Resolution and the Ordinance, the City Clerk of the City of Chicago is hereby directed to file

a copy of the Ordinance, duly certified by the City Clerk and having attached thereto a certified copy of the fully executed Lease, in the office of the County Clerk of Cook County, Illinois and in the office of the County Clerk of Du Page County, Illinois, whereupon it shall be the duty of such Clerks to extend the taxes provided for in this Resolution and levied in the Ordinance and it shall be the duty of such County Clerks to extend annually such taxes against all the taxable property contained within the District in an amount sufficient to pay the annual rentals payable under the terms of the Lease and such taxes shall be levied and collected in like manner as other taxes of the District and shall be in addition to all other taxes now or hereafter authorized to be levied for and on behalf of the District and such taxes shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

Section 4. After the adoption of this Resolution, a copy hereof duly certified by the Secretary of the District shall be filed with the City Clerk of the City of Chicago with directions for presenting it to the City Council of the City of Chicago for its consideration. After the City Council of the City of Chicago adopts the Ordinance, a copy of the Ordinance and of the proceedings incident to its adoption, duly certified by the City Clerk of the City of Chicago shall be filed with the Secretary of the District.

Section 5. That the proceeds of the taxes hereby provided to be levied for the payment of the rent shall be set aside in an escrow account to be created pursuant to an escrow agreement to be entered into between the District and the Continental Illinois National Bank and Trust Company of Chicago, as escrow agent, and such proceeds shall be used only for the payment of the rent as it becomes due.

Section 6. That the provisions of this Resolution are hereby declared to be separable, and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 7. That all resolutions, orders or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

Section 8. That this Resolution shall be in full force and effect upon its adoption by the Board of the District.

October 19, 1982

(Continued from page 13044)

SECTION 2. That the City Clerk of the City of Chicago be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached a certified copy of the Lease, together with a certified copy of the executed Lease with the County Clerks of the County of Cook and the County of DuPage, Illinois, which certified copies so filed shall constitute the authority for said respective County Clerks and it shall be the duty of said respective County Clerks to extend the tax annually as provided for in and by this Ordinance to pay the annual rentals under the Lease as and when the same become due and payable, and the respective County Clerks shall ascertain the rate per cent upon all the taxable property subject to taxation within the District for each of the years 1982 to 1993, inclusive, as that property is assessed or equalized for state and county taxes, which will produce the net amount of not less than the amount provided for in and by this ordinance and of the annual rentals provided for in the Lease hereto attached, and it shall be the duty of the respective County Clerks annually to extend such tax against all the taxable property contained within the District as herein provided, and sufficient to pay the annual rentals under the Lease hereto attached and such tax shall be collected in like manner as other taxes levied by the City Council of the City of Chicago for and on behalf of the District, and shall be in addition to all other taxes now or hereafter authorized to be levied by the City Council of the City of Chicago for and on behalf of the District and shall not be included within any statutory limitation of rate or amount applicable to taxes to be levied by the City Council of the City of Chicago for and on behalf of the District, but shall be excluded therefrom and be in addition thereto and in excess thereof.

SECTION 3. That this ordinance shall be in full force and effect immediately upon its passage as required by law.

[Lease omitted for printing purposes]

**Authority Granted for Issuance of \$600,000 Industrial Revenue Bond
for the Florence Corporation Project.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to authorize the issuance of an Industrial Revenue Bond in the amount of \$600,000 for the Florence Corporation Project.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

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

WHEREAS, The Issuer, as a home rule unit, and pursuant to Chapter 15.2 of the Municipal Code of the City of Chicago, as supplemented and amended (the "Enabling Ordinance"), is authorized and empowered to issue its revenue bonds to finance the costs of "projects" as defined in the Enabling

Ordinance to the end that the Issuer may be able to relieve conditions of unemployment and to encourage the increase of industry within the boundaries of the City of Chicago, Illinois; and

WHEREAS, The Economic Development Commission of the City of Chicago has previously entered into a Memorandum of Agreement dated as of January 28, 1982 relating to the above-captioned transaction whereby Florence Corporation (the "Company") agreed to construct and equip certain industrial facilities (the "Project") within the City for use by the Company; and

WHEREAS, The City Council of the Issuer did approve the form of said Memorandum of Agreement by ordinance duly adopted on March 2, 1982; and

WHEREAS, As a result of negotiations between the Issuer and the Company, contracts have been or will be entered into by the Company for the construction and equipping of certain industrial facilities, to constitute an industrial development project within the boundaries of the City of Chicago, Illinois (the "Project"), and it is proposed that the Issuer shall enter into an Agreement (the "Agreement") with the Company and American National Bank and Trust Company of Chicago (the "Institutional Lender"), pursuant to which the Issuer shall lend the Company a sum sufficient, together with other moneys of the Company, to accomplish such construction and equipping, and the Institutional Lender shall lend to the Issuer the same sum through purchase of the Revenue Bond, and the Issuer is willing to issue its Revenue Bond to finance the Project upon terms which will be sufficient to pay a portion of the cost of the construction and equipping of the Project as evidenced by such Revenue Bond, all as set forth in the details and provisions of the Agreement; and

WHEREAS, The Company shall own the Project and will agree to operate the Project as an authorized "project" under the Enabling Ordinance; and

WHEREAS, It is estimated that the costs of the Project, including costs relating to the preparation and issuance of the revenue bond, will not be less than \$600,000; and

WHEREAS, The Project will be of the character and will accomplish the purposes provided by the Enabling Ordinance, and will create additional employment opportunities in the City of Chicago, Illinois; and

WHEREAS, The Issuer proposes to sell the Revenue Bond hereinafter authorized and designated "City of Chicago, Illinois Industrial Development Revenue Bond (Florence Corporation Project)" upon a negotiated basis to the Institutional Lender; now, therefore,

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

Definitions.

SECTION 1. The following words and terms as used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Agreement" means the Agreement dated as of November 1, 1982, by and between the Issuer, the Institutional Lender and the Company, and all amendments and supplements thereof.

"Bond" means the Bond authorized to be issued hereunder.

"Company" shall mean Florence Corporation, an Illinois corporation.

"Institutional Lender" means American National Bank and Trust Company of Chicago, Chicago, Illinois.

"Issuer" means the City of Chicago, Cook County, Illinois, and any public instrumentality resulting from or surviving any consolidation or merger to which it or its successors may be a party.

"Mortgage" means the Mortgage and Security Agreement, dated as of November 1, 1982, from the Company to the Issuer.

"Note" means the Promissory Note of the Company provided for in Section 1.1 and Exhibit A of the Agreement, whereby the Company promises to make installment payments on the Note in satisfaction of the debt of the Company to the Issuer under the Agreement.

"Ordinance" means this Ordinance.

"Pledge and Security Agreement" means the Pledge and Security Agreement dated as of November 1, 1982 between the Issuer, the Company and the Security Trustee.

"Prime Rate" means the rate announced by the Institutional Lender as its prime rate for commercial borrowers.

"Project" means the construction and equipping of certain industrial facilities located within the corporate boundaries of the Issuer.

"Security Trustee" means American National Bank and Trust Company of Chicago, Chicago, Illinois.

Authorization of the Project

SECTION 2. In order to promote the general welfare of the City of Chicago, Illinois, and its inhabitants relieving conditions of unemployment and encouraging the increase of industry, the Project shall be and is hereby authorized to be financed as described herein. The estimated cost of the construction and equipping of the Project is not less than \$600,000, which will be provided by the issuance of the Bond hereinafter authorized and the loan of the proceeds thereof to the Company. It is hereby found and declared that the financing of the Project and the use thereof by the Company, as hereinbefore provided, is necessary to accomplish the public purposes described in the preamble hereto, and that in order to secure the Bond, the execution and delivery of the Agreement, the Note, the Mortgage, and the Pledge and Security Agreement by the parties thereto are necessary and proper.

Authorization and Payment of Bonds

SECTION 3. For the purpose of financing a portion of the cost of the Project there shall be and there is hereby authorized to be issued by the Issuer its Industrial Development Revenue Bond (Florence Corporation Project) in the aggregate principal amount of \$600,000. The Bond shall be issued in the form and denomination set forth in the Agreement; shall be dated the date on which the Bond is delivered to the Institutional Lender; shall be lettered R and numbered from 1 upward; and shall mature as to principal; shall bear interest and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Agreement.

Principal installments of and interest on the Bonds shall be payable at the principal corporate trust office of the Security Trustee in Chicago, Illinois, except as otherwise provided in the Agreement.

The Bonds may be prepared in typewritten, printed or engraved form.

The Bonds shall be signed by the Mayor by her manual or facsimile signature and attested by the manual signature of the City Clerk of the Issuer and the corporate seal of the Issuer shall be affixed thereto, all as provided in the Agreement.

Bonds Are Limited Obligation

SECTION 4. The Bonds, together with interest thereon, shall be limited obligations of the Issuer secured by the Agreement, the Mortgage and the Pledge and Security Agreement and are payable solely from the revenues and receipts derived from the Agreement and the Note authorized to be

issued thereunder (except to the extent paid out of moneys attributable to the Bond proceeds, the income from the temporary investment thereof or payments made pursuant to or derived from the Mortgage and the Pledge and Security Agreement, and shall be a valid claim of the owner thereof only against the funds and other moneys held by the Security Trustee and the revenues and receipts derived from the Agreement and the Note, which revenues and receipts shall be used for no other purpose than to pay the principal of and interest on the Bonds, except as may be expressly authorized otherwise in this Ordinance, in the Pledge and Security Agreement or in the Agreement. The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the general taxing powers of any of them, within the meaning of any constitutional or statutory provision, but shall be secured as aforesaid, and are payable solely from the revenues and receipts from the Agreement and the Note (except as hereinbefore provided).

Mortgage and Pledge and Security Agreement

SECTION 5. As security for the due and punctual payment of the principal of, premium, if any, and interest on the Bond hereby authorized, the Issuer will assign and pledge to the Trustee all revenues and receipts derived by the Issuer pursuant to the Agreement and the Note, together with all right, title and interest of the Issuer in and to the Agreement, the Note and the Mortgage (except any payment made pursuant to Sections 1.6(d), 7.2(b), 7.7, 8.3 and 10.2(b) of the Agreement).

As further security for the payment of the Note and the principal of and interest on the Bond, the Company will execute and deliver the Mortgage, and Mortgage to be in substantially the same form presented to the governing body of the Issuer, the form of which Mortgage is hereby approved by the governing body of the Issuer, and the Issuer will execute and deliver the Pledge and Security Agreement, the Pledge and Security Agreement to be in substantially the same form presented to the governing body of the Issuer, the form of which Pledge and Security Agreement is hereby approved by the governing body of the Issuer. The Issuer will cause the Mortgage and the Pledge and Security Agreement to be recorded in the real estate records of the office of the Recorder of Deeds of Cook County, Illinois.

Sale of the Bond: Execution of Documents

SECTION 6. (a) The sale to American National Bank and Trust Company of Chicago, Chicago, Illinois, in the aggregate principal amount of \$600,000, hereby authorized at a price of 100% of the principal amount thereof plus accrued interest, if any, and payment pursuant to the Agreement in substantially the form which has been presented to the governing body of the Issuer, is hereby approved by said governing body, and the Agreement is hereby in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

(b) The Agreement, the Mortgage and the Pledge and Security Agreement, is substantially the same forms in which the same have been presented to the governing body of the Issuer, are hereby approved by such governing body and are in all respects authorized, approved and confirmed.

The Mayor is hereby authorized and directed to execute the Agreement, the Mortgage and the Pledge and Security Agreement for and on behalf of the Issuer, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the Issuer.

Appointment of Trustee

SECTION 7. The appointment of American National Bank and Trust Company of Chicago, Chicago, Illinois, as Security Trustee under the Pledge and Security Agreement, is hereby authorized, approved and confirmed.

Performance Provisions

SECTION 8. The Mayor and the City Clerk, for and on behalf of the Issuer be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the Issuer under and pursuant to this ordinance, the advancement of the loan, the execution and delivery of the Bond and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance. The Mayor and the City Clerk be, and they are hereby, further authorized and directed for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this ordinance or to evidence said authority and to exercise and otherwise take all necessary action to the full realization of the rights, accomplishments and purposes of the Issuer under the Agreement, the Mortgage and the Pledge and Security Agreement and to discharge all of the obligations of the Issuer hereunder and thereunder.

Severability

SECTION 9. If any section, paragraph, clause or provision of this Ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions hereof.

Captions

SECTION 10. The captions or headings of this ordinance are for convenience only and in no way define, limit or describe the scope or intent of any provision of this ordinance.

Provisions in Conflict Superseded

SECTION 11. All ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, hereby superseded, and this Ordinance shall be made available to the public by the City Clerk, in appropriate form, upon request, at the office of the City Clerk, City Hall, Chicago, Illinois. Copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect from and after its passage.

[Agreement Exhibits A, B, C, D, E, F, G and H omitted for printing purposes are on file and available for public inspection in the office of the City Clerk]

**Transfer of Funds Authorized and Directed Within the Office
for Senior Citizens and Handicapped.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith authorizing a transfer of funds within the Office for Senior Citizens and Handicapped.

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Alderman Stemberk 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 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 appropriations 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>
100-3420-149	Professional and Technical Services	\$ 1,200.00
<i>To:</i> <i>Account</i>	<i>Purpose</i>	<i>Amount</i>
100-3420-224	Automobile Allowance - Mileage Basis	\$ 1,200.00

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

**Execution of Agreement Authorized Between City and State
for the Cottage Grove Av. Improvement between
95th St. and 115th 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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the improvement of Cottage Grove Avenue between 115th and 95th Streets described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Cottage Grove Avenue between 115th Street to 95th Street, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e) (4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

Whereas, under the Federal regulations, certain written agreements for the Project may be required.
Now Be It Therefore Resolved, the State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay all submittals which require Federal Highway Administration review, approval or other action.

Now Be It Therefore Resolved, the City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Non-discrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now Be It Therefore Resolved, the Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That said Project generally consists of the removal of all bituminous pavement patches and the bituminous surface, resurfacing and repair of the existing pavement, construction of 60-foot long by 8-foot wide concrete pads at bus stop locations on the west side, the replacement of damaged and missing curb and gutter, the construction of sidewalk ramps for the handicapped as needed, the relocation and/or replacement of pavement markings, intersection throat widening and the modernization of existing traffic signals where necessary.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.

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

Contract Construction	\$ 1,000,000
Force Account Construction	500,000
Construction Engineering/Supervision	<u>100,000</u>
TOTAL:	\$ 1,600,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for interstate road substitution projects, the proportional participation for the project will be:

Federal-Aid Share (IX) (85% of \$1,600,000)	\$ 1,360,000
Non-Federal Share (State) (15% of \$1,600,000)	<u>240,000</u>
TOTAL:	\$ 1,600,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$264,000, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

14. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.
15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded or the force account construction work is not authorized by July 1, 1985.

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

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

[Signature forms omitted for printing purposes].

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

SECTION 3. That 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, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

**Execution of Agreement Authorized Between City and State for Sheridan Rd.
Traffic Signal Modernization Between Surf St. and Juneway Terr.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing for the modernization of twenty-nine (29) traffic signals on Sheridan Road between Surf Street and Juneway Terrace, described herein, said agreement to be substantially in the following form:

This Agreement, entered into this ____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate Highway routes from the Interstate System for substitute highway or non-highway public mass transit projects; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular traffic, find it necessary to proceed with a traffic signal improvement project.

Now Be It Therefore Resolved, the City Agrees:

1. To prepare, or cause to be prepared, studies, surveys, plans specifications and estimates of cost for said Project improvements named and identified herein.

2. Upon approval from the State and the Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision all in accordance with established procedures of the City, the State and the Federal Highway Administration.
3. To finance the work pending reimbursement by the State of the Federal share and Non-Federal (State) shares of costs and to prepare a complete and accurate breakdown of costs for each project financed by the City.
4. To retain all project records and to make them available for audit by State auditors during the project development and construction stages, and for a period of three (3) years after final acceptance.
5. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
6. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 5 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.

Now Be It Therefore Resolved, the State Agrees:

7. To reimburse the City for the Federal Share and Non-Federal (State) share of the costs as incurred in connection with the contract construction, force account construction and construction engineering/supervision of the improvements as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
8. To review without delay all submittals including plans, specifications and estimates, and requests for authority to proceed with the contract construction and force account construction.

Now Be It Therefore Resolved, the Parties Hereto Mutually Agree:

9. That upon completion of the improvement, the City and the State shall maintain or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.
11. That this project generally consists of the replacement of signal heads, mast arms, traffic signal controllers and wiring. The placement of new signals will conform to existing recommendations and agreements.

The locations are as follows:

Sheridan Road at:

- | | |
|--------------------------------|----------------------|
| 1. Surf Street | 16. Morse Avenue |
| 2. Wellington Avenue | 17. Lunt Avenue |
| 3. Balmoral Avenue | 18. Greenleaf Avenue |
| 4. Ardmore Avenue | 19. Estes Avenue |
| 5. Thorndale Avenue | 20. Touhy Avenue |
| 6. Glenlake Avenue | 21. Chase Avenue |
| 7. Granville Avenue | 22. Sherwin Avenue |
| 8. Rosemont Avenue | 23. Jarvis Avenue |
| 9. Arthur Avenue/Loyola Avenue | 24. Fargo Avenue |
| 10. Winthrop Avenue | 25. Birchwood Avenue |
| 11. Kenmore Avenue | 26. Howard Street |
| 12. Albion Avenue | 27. Rogers Street |
| 13. North Shore Avenue | 28. Juneway Terrace |
| 14. Columbia Avenue | 29. Briar Place |
| 15. Farwell Avenue | |

12. That all prior Agreements or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.
13. That the estimated costs of the signalization improvement Project covered under this agreement are:

Contract Construction	\$ 400,000
Force Account Construction (Bureau of Elec.)	1,500,000
Construction Engineering/Supervision	40,000
TOTAL:	<u>\$ 1,940,000</u>

and that based upon the current ratio of Federal to Non-Federal funds for Interstate Road Substitution projects, the estimated division of costs for all projects will be:

Federal Share (IX): (85% of \$1,940,000)	\$ 1,649,000
Non-Federal Share (State) (15% of \$1,940,000)	\$ 291,000
TOTAL:	<u>\$ 1,940,000</u>

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal share) shall be limited to a maximum of \$320,100, with any Non-Federal share required in excess that amount to be provided by the City.

14. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
15. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 9.
16. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction is not authorized by July 1, 1985.
17. That the City shall be responsible for 100% of the cost of any work not eligible for Federal participation.

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

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

[Signature forms omitted for printing purposes.]

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

SECTION 3. That 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, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

**Execution of Agreement Authorized between City and State
for Damen Av. Improvement between Irving Park Rd.
and Bryn Mawr Av.**

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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a project agreement with the State of Illinois providing with the improvement of Damen Avenue between Irving Park Road and Bryn Mawr Avenue described therein, said agreement to be substantially in the following form:

This Agreement, entered into this _____ day of _____, 1982, by and between the State of Illinois, acting through its Department of Transportation and hereinafter called the "State", and the City of Chicago, acting through its Department of Public Works and hereinafter called the "City".

WITNESSETH:

Whereas, the State and the City, in the interest of the safe and efficient movement of vehicular and pedestrian traffic, find it necessary to improve Damen Avenue between Irving Park Road and Bryn Mawr Avenue, hereinafter referred to as the "Project" and identified in Paragraph 11 of this Agreement; and

Whereas, the Department of Transportation of the State of Illinois, under Chapter 121, Article 4-409 of the Illinois Revised Statutes (1979), as amended, may enter into a written contract with any other highway authority for the jurisdiction, maintenance, administration, engineering or improvement of any highway or portion thereof; and

Whereas, the Federal Highway Administration and the Urban Mass Transportation Administration are authorized under 23 U.S.C. 103(e)(4) to approve the use of funds made available by the request for withdrawal of certain non-essential Interstate highway routes from the Interstate System for substitute highway or non-highway public mass transit project; and

Whereas, the State of Illinois and the City of Chicago have concurred on the use of such funds available from the Interstate System Withdrawal and Substitution Program; and

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

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

Now, Be It Therefore Resolved, the State Agrees:

1. To reimburse the City for the Non-Federal (State) and Federal share of the costs incurred in connection with the contract construction, force account construction and construction engineering/supervision of the Project, as hereinafter provided, upon receipt of progressive billings supported by documentation as required by the State and Federal Highway Administration.
2. To review, approve and submit to the Federal Highway Administration without delay, all submittals which require Federal Highway Administration review, approval or other action.

Now, Be It Therefore Resolved, the City Agrees:

3. To prepare, or cause to be prepared, studies, surveys, plans, specifications and estimates of the cost for said Project.
4. Upon approval from the State and Federal Highway Administration, to let and award the contract for the Project, and to provide all force account construction and construction engineering/supervision, all in accordance with established procedures of the City, the State and the Federal Highway Administration.
5. To finance the work pending progressive reimbursement by the State of the Non-Federal (State) and Federal shares of costs.
6. To comply with all applicable Executive Orders and Federal legislation pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations.
7. That failure on the part of the City to fulfill the responsibilities assigned in Paragraphs 6 and 9 of this Agreement will render the City ineligible for future Federal participation in projects for which the City has similar responsibilities, until such time as any deficiencies are corrected.
8. To retain all Project records and to make them available for audit by State and Federal auditors during the Project development and construction stages, and for a period of three (3) years after final acceptance.

Now, Be It Therefore Resolved, the Parties Hereto Mutually Agree:

9. That, upon completion of the improvement, the City and the State will maintain, or cause to be maintained, in a satisfactory manner, their respective portions of the improvement in accordance with established jurisdictional authority.
10. That prior to advertising for work to be performed hereunder, the disposition of encroachments will be cooperatively determined by representatives of the City and State.

11. That said Project generally consists of removing all bituminous pavement patches and the bituminous surface, repairing any areas of pavement base failure and resurfacing the entire roadway with a bituminous overlay. Intersections will be widened as needed, to provide left turn channelization as well as a single travel lane in each direction with parallel parking; and all traffic signals will be modernized as needed. All deteriorated areas of curb and gutter will be replaced in kind and sidewalk ramps for the handicapped will be provided at all intersections where none now exist. Adjustment of utility structures, installation of new pavement markings and new roadway signing will also be provided as necessary.

12. That all prior Agreements, or portions thereof, between the City and the State which refer to the construction of this Project are null and void as of the date of this Agreement.

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

Contract Construction	\$ 1,400,000
Force Account Construction	600,000
Construction Engineering/Supervision	<u>140,000</u>
TOTAL:	\$ 2,140,000

and that based upon the current ratio of Federal to Non-Federal (State) funds for Interstate Road Substitution projects, the proportional participation for the Project will be:

Federal-Aid Share (IX) (85% of \$2,140,000)	\$ 1,819,000
Non-Federal Share (State) (15% of \$2,140,000)	<u>321,000</u>
TOTAL:	\$ 2,140,000

and that based upon said ratio, State financial participation (referred to herein as the Non-Federal Share) shall be limited to a maximum of \$353,100, with any Non-Federal share required in excess of that amount to be provided by the City, or by Amendment to this Agreement.

- 14. That the City shall be responsible for 100% of the cost of any work which is not eligible for Federal participation.
- 15. That standard Federal-Aid procedures and requirements shall apply to all phases of this Project.
- 16. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval by the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 13.
- 17. That this Agreement and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded and/or the force account construction work is not authorized by July 1, 1985.

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

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

[Signature forms omitted for printing purposes.]

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

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

On motion 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

**Second Addendum to a City and State Agreement Authorized
for Improvement of Lake Shore Dr. Between the
Chicago River and Monroe 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 Mayor is authorized to execute, the City Clerk to attest to and the Commissioner of Public Works and the City Comptroller to approve, upon approval of the Corporation Counsel as to form and legality, a second addendum to an agreement with the State of Illinois providing for the improvement and reconstruction of Lake Shore Drive described therein, said addendum to be substantially in the following form:

Whereas, on March 12, 1981, the City of Chicago, acting through its Department of Public Works, hereinafter called the "City", and the State of Illinois, acting through its Department of Transportation, hereinafter called the "State", entered into a Joint Agreement to straighten out the existing "S" curve on North Lake Shore Drive between the Chicago River and Monroe Street, and on October 5, 1981, said agencies entered into an Addendum thereto, hereinafter referred to as the "Project"; and

Whereas, on September 10, 1980, the City Council passed an ordinance authorizing the aforementioned Joint Agreement for execution (Council Journal pages 3630, 3631 and 3632), and on May 29, 1981,

the City Council passed an ordinance authorizing for execution (CJ pages 6229, 6230 and 6231), an ordinance for an Addendum to the aforementioned Agreement to change certain project designations, revise the source and percentage of Federal participation in a portion of the Project and of decreasing the upper limit of State participation in the Project; and

Whereas, the first "Whereas" Paragraph of the aforementioned Agreement contains various City, State and Federal project designations and the third "Whereas" Paragraph thereof refers to the various sources of Federal funding for the Project; and

Whereas, Numbered Paragraph 23 of the aforementioned Agreement contains the estimate of cost and division of financial responsibilities for the Project; and

Whereas, the City and the State are desirous of changing certain project designations, revising the source and percentage of Federal participation in a portion of the Project and of decreasing the upper limit of State participation in the Project.

Now, Therefore, Be It Agreed that Item "C" in the first "Whereas" Paragraph of the aforementioned Agreement is revised to read:

- C. Phase II Construction (Structure and Roadway) - Federal Project IX-525(7), City Section 70-03036-01-RP (North Lake Shore Drive 2021.7-CS), State Section 1818R-1(81), State Job No. C-88-004-81; and that all references to "Federal Project F-525(7)" in said Agreement are revised to read "Federal Project IX-525(7)".

Be It Further Agreed that Numbered Paragraph 23 of the aforementioned Agreement is revised to read:

- 23. That the estimated costs of the Project covered under this Agreement are as follows:

Right-of-Way Acquisition		\$ 3,600,000
Phase I (Dockwall and Fill):		
*Contract Construction		\$ 15,400,000
Phase II (Structure and Roadway):		
*Force Account Construction	\$ 700,000	
*Contract Construction	<u>\$ 41,300,000</u>	
Sub-Total Phase II		\$ 42,000,000
Phase III (Landscaping):		
*Contract Construction		<u>\$ 900,000</u>
Project Grand Total		\$ 61,900,000

*Including Construction Engineering

and that based upon the current ratio of Federal-Aid Urban and Interstate Substitution funds to Non-Federal (State) funds, the proportional participation for the Project will be:

Federal-Aid Urban Funds		
Right-of-Way Acquisition (75.18% of \$3,600,000)		\$ 2,706,480

Phase III (Landscaping): (75.18% of \$900,000)	\$ <u>676,620</u>
Sub-Total FAU Funds	\$ 3,383,100
Interstate Substitution Funds	
Phase I (Dockwall and Fill): (85% of \$15,400,000)	\$ 13,090,000
Phase II (Structure and Roadway): (85% of \$42,000,000)	\$ <u>35,700,000</u>
Sub-Total IX Funds	\$ 48,790,000
Non-Federal Funds (State) Funds	
Right-of-Way Acquisition (24.82% of \$3,600,000)	\$ 893,520
Phase I (Dockwall and Fill): (15% of \$15,400,000)	\$ 2,310,000
Phase II (Structure and Roadway): (15% of \$42,000,000)	\$ 6,300,000
Phase III (Landscaping): (24.82% of \$900,000)	\$ <u>223,380</u>
Sub-Total State Funds	\$ 9,726,900
Project Grand Total	\$ 61,900,000

and that the State's participation in final actual costs of the Project is limited to a maximum of \$10,699,590, with any Non-Federal share required in excess of that amount to be provided by the City or by Amendment to this Addendum to the original City/State Project Agreement.

Be It Further Agreed that Numbered Paragraph 27 be added to the aforementioned Agreement as follows:

27. That the Commissioner of Public Works is authorized to execute subsequent revisions to this Agreement relative to budgetary items, upon approval of the Illinois Department of Transportation, as long as the revisions do not alter the total cost of the Project as stated in Paragraph 23.

Be It Further Agreed, that all items contained in the original City/State Project Agreement which are not in conflict with this Addendum shall remain in full force and effect.

Be It Further Agreed, that this Second Addendum to City/State Agreement of March 12, 1981, shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

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

[Signature forms omitted for printing purposes.]

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

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

On motion 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

**Lease Agreement Authorized between Grand Trunk Western RR. Co.
and City for Vacant Land Located at W. 57th St.
and S. St. Louis Av.**

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 renewal of lease from Grand Trunk Western Railroad Company, a Michigan Corporation, for approximately 145,500 square feet of vacant land at W. 57th Street and S. St. Louis Avenue, described as follows:

"Beginning at a point which is the intersection of the west line of St. Louis Avenue and the north line of West 57th Street; thence north along the west line of St. Louis Avenue a distance of six hundred (600) feet; thence west at right angles a distance of eighty-five (85) feet to a chain link fence corner; thence southwesterly along said chain link fence, more or less parallel to Lessor's Track No. 47, a distance of seven hundred and forty-eight (748) feet more or less to the north line of West 57th Street; thence east along the north line of West 57th Street a distance of five hundred and thirty (530) feet to the point of beginning."

Such lease to be approved by the Assistant Comptroller, Real Estate and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease attached to this ordinance printed on pages 13071
through 13076 of this Journal]

SECTION 2. This ordinance shall be effective from and after the 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, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

**Lease Agreement Authorized Between City and Coach
Horse Livery, Ltd. for Premises Located at
No. 1901 S. Indiana Av.**

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 to Coach Horse Livery, Ltd., an Illinois corporation, said property being legally described as follows: Lots (except the west 34 feet taken for widening of Indiana Avenue) and the north 12 1/2 feet of Lot 6 (except the west 34 feet for widening of Indiana Avenue) in Block 4 in William Jones' Addition to Chicago, being a subdivision of certain lots and blocks in assessor's division of the southwest fractional quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1901 South Indiana Avenue. Said property to be used solely for the purpose of conducting its business of operating horse-drawn coaches for hire, including the stabling of horses, for office, warehouse, and maintenance shop purposes. 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:

This Agreement, made this ____ day of _____, 19__, by and between the City of Chicago, a municipal corporation ("Landlord") and Coach Horse Livery, Ltd., an Illinois corporation ("Tenant").

WITNESSETH:

Whereas, Landlord is the owner of the following described real estate:

Lot 5 (Except the west 34 feet taken for widening of Indiana Avenue) and the north 12 1/2 feet of Lot 6 (except the west 34 feet taken for widening of Indiana Avenue) in Block 4 in William Jones' Addition to Chicago, being a Subdivision of certain Lots and Blocks in Assessor's Division of the Southwest Fractional Quarter of Section 22, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as No. 1901 S. Indiana Avenue, Chicago, Illinois,

and

Whereas, the parties hereto have and do hereby agree that such real estate together with the existing building and improvements thereon shall be leased to Tenant upon the terms and conditions hereinafter set forth;

(Continued on page 13077)

L-59-54

This Agreement, dated this 18th day of August, 1982 but effective as of the
 THIS LEASE ~~effective this~~ 1st day of May, 1982
 between GRAND TRUNK WESTERN RAILROAD COMPANY, a Michigan Corporation -
 hereinafter called the Lessor, and CITY OF CHICAGO, a Municipal Corporation of the
State of Illinois -
 of Rm. 1000, 205 W. Randolph St., Chicago, Ill., 60606 hereinafter called the Lessee.

WITNESSETH: Whereas, the Lessor is the owner of the premises hereinafter described, or is entitled to the possession of said premises, which are not presently required by it in the operation of its railroad, and the Lessee has requested a lease of said premises for the purposes hereinafter specified, which it is deemed will be to the mutual advantage of the parties hereto.

TERM

The Lessor, in consideration of the rents and agreements herein specified, does hereby Let and Lease to the Lessee for the term commencing at the above date and ending ~~December~~ April 30th 1985 the premises situated in the City of Chicago County of Cook and State of Illinois described as follows, to wit:

DESCRIPTION OF PREMISES

"Beginning at a point which is the intersection of the west line of St. Louis Avenue and the north line of West 57th Street; thence north along the west line of St. Louis Avenue a distance of six hundred (600) feet; thence west at right angles a distance of eighty-five (85) feet to a chain link fence corner; thence southwesterly along said chain link fence, more or less parallel to Lessor's Track No. 47, a distance of seven hundred and forty-eight (748) feet more or less to the north line of West 57th Street; thence east along the north line of West 57th Street a distance of five hundred and thirty (530) feet to the point of beginning,"

and containing 4.58 ~~Sq. Ft.~~ ^{Acres} more or less. The above described premises are shown and designated upon the plan which is hereto attached and made a part hereof.

RENTAL

And it is hereby agreed between the Lessor and the Lessee as follows:
 FIRST: The Lessee hereby promises and agrees to pay as rental to the Lessor the sum of THREE (\$3.00) Dollars per annum, payable for the term in advance, during the term of this lease, or until it shall be terminated as hereinafter specified. Provided that if any special assessment for paving, sewers, or other like public improvements, be levied against said premises during said term, the rental for the balance of the term shall be increased on the basis of ten (10%) per cent of the amount or amounts paid by the Lessor for such special assessment from the date or dates of the payment or payments; provided further that, if this lease be terminated at any time before the expiration of any period for which the rental shall have been paid in advance, the Lessor shall refund to the Lessee any such unearned rental, it being understood, however, that the rental due up to the date set for vacation as fixed by notice shall be considered as having been earned. And the Lessee further agrees to pay all general taxes (not including special assessments as above defined) that may be levied or assessed, or shall become due and payable after the date hereof, upon such premises, including any improvements now thereon, during said term, and all general taxes levied or assessed upon all improvements of the Lessee located thereon, for the payment of which the Lessor may become liable. It is understood and agreed that any taxes for which the Lessee is liable hereunder on property belonging to the Lessor, whether land or improvements, and for payment of which it may be legally liable, shall be paid in the first instance by the Lessor, and that the Lessee on receipt of bill therefor shall reimburse the Lessor for such payment within thirty (30) days from the date on which bills for same are rendered to the Lessee. It is understood that any taxes to be paid to the Lessor by the Lessee, as herein provided, shall, for the purposes of this Lease, be considered to cover the current calendar year in which bills therefor are received from the taxing authorities in the States of Michigan and Wisconsin and the prior calendar year in the States of Indiana and Illinois.

TAXES

MAINTENANCE OF BUILDINGS, ETC.

SECOND: (a) It is understood that any and all buildings, structures, or personal property on said premises, other than those owned by the Lessee shall be taken in their present condition, maintained and repaired by the Lessee at its sole expense during the term of this lease and surrendered at the termination thereof in as good condition as when received, damage by the elements or acts of God excepted. It is understood that no alterations shall be made to any of the buildings or structures belonging to the Lessor without its written consent and approval, and any alterations and repairs thereto which shall be made during the term of the lease shall be at the exclusive expense of the Lessee. The property belonging to the Lessor covered by the foregoing is as follows, to wit:

-None-

CLEARANCES

(b) It is further understood that any and all buildings or structures which may be erected by the Lessee upon said leased premises shall be of good, substantial construction, and shall be built and maintained to the satisfaction of the Lessor; it being understood that the Lessee shall have no part of

LIENS	<p>any building, or other structure, or pile any material, within the space of eight and one-half (8½) feet horizontally from the center of the nearest railroad track; nor within twenty-two and one-half (22½) feet, vertically, from the top of the rails of any railroad track; and the Lessee agrees to maintain such premises and the buildings or structures located thereon, or material piled thereon, in a neat, orderly manner, all work to be done to the satisfaction of the Lessor.</p> <p>(c) The Lessee promises and agrees to indemnify and save harmless the Lessor from any mechanic's lien or liens (or expenses connected therewith), placed upon any buildings or structures located upon the said leased premises, by reason of materials or labor furnished in the performance of any work undertaken by the Lessee hereunder, whether said buildings or structures shall, under the terms of this lease, be the property of the Lessor or of the Lessee, and to satisfy and discharge any such lien or liens.</p>
CARE OF LEASED PREMISES	<p>(d) The Lessee agrees to obey all laws and ordinances, state or municipal, relating to the care of the leased premises, and to keep the sidewalks and driveway approaches about the same free from snow and ice, hazards, or other obstructions, and in case any changes in or about said premises become necessary during said term in order that the same may be made to comply with any provision of law or ordinance, the same shall be made at the sole cost and expense of the Lessee; and the Lessee also further agrees not to place or permit to be placed any signs or advertisements, except such as pertain strictly to the Lessee's business, upon said premises or upon any buildings or structures located upon said leased premises.</p>
DISTRRAINT FOR RENT	<p>(e) The Lessee agrees that the Lessor shall at all times have the right to distrain for rent due, and shall have a first lien upon all buildings, structures, or other personal property of the Lessee on said leased premises, whether exempt by law or not, as security for the payment of the rent herein reserved, and the faithful performance of the covenants herein contained, and in the event of default on the part of the Lessee in any respect under this lease, the Lessor shall have the right to take the said property and sell the same at public auction, giving like notice as is required by law for constable's sales, and from the proceeds of such sale to pay all rent, expenses, or other amounts which may at such time be due, and to pay over to the Lessee the surplus moneys arising from such sale.</p>
RE-LETTING SIGNS	<p>(f) It is understood and agreed that the Lessor, at any time within sixty (60) days before the expiration or sooner termination of the term aforesaid, shall have the privilege of putting upon said premises a suitable notice for re-letting the same, and the Lessee will permit all persons, having written authority from the Lessor therefor, to view the said premises at all reasonable times during said period.</p>
WASTE	<p>(g) The Lessee agrees not to commit waste on said leased premises, and to permit the Lessor, or its agents, to enter upon said premises at reasonable times, and examine the condition thereof.</p>
TRACK CHANGE OF LOCATION	<p>(h) The Lessor shall have the right, at any time during the term aforesaid, to change the location of any track, now or hereafter laid upon the said leased premises in any manner it deems necessary. And the Lessee agrees not to permit any railroad track or tracks other than such as are owned or controlled by the Lessor to be constructed, maintained or operated upon or across said described premises or any part thereof, without the written consent of the Lessor.</p>
PURPOSE	<p>THIRD: The Lessee agrees to use said leased premises for no other purpose than to maintain and use a fence, playground and baseball diamond.</p>
NON-USER ABANDONMENT	<p>Non-user by the Lessee of the said premises for such purposes for sixty (60) consecutive days shall entitle the Lessor, at its election, to consider and treat the Lessee as having abandoned the same, and this lease as at an end.</p>
INDEMNITY	<p>FOURTH: Whereas, it is recognized by the parties hereto that the use and occupancy of said leased premises by the Lessee for the purposes above specified is extra-hazardous by reason of the proximity of said premises to the Lessor's railroad.</p> <p>Except to the extent not expressly prohibited by law,</p>
DAMAGES TO BUILDINGS, PROPERTY, ETC. BY FIRE, ETC.	<p>(a) The Lessee assumes all risk of and liability for loss, damage or injury to said demised premises, or to any property upon the same or upon premises adjacent thereto, or for injury to or death of any person being upon the same, or adjacent to the same in connection with the use thereof, by reason of fire, however caused, whether due to any act or acts, negligent or otherwise, of the Lessor or Lessee, or of their respective officers, agents or employees, or of any third party or otherwise; and the Lessee releases and agrees to indemnify and save harmless the Lessor and its successors and assigns from all claims, demands and actions whatsoever for any such loss, damage, injury or death.</p> <p>Except to the extent not expressly prohibited by law,</p>
DAMAGES TO PERSONS	<p>(b) It is covenanted and agreed by and between the parties hereto, that in respect of all loss or damage to property or in respect of injury to or death of persons, being in or upon the demised premises, or caused by or in connection with the use of the demised premises, (other than by fire, caused as aforesaid), the Lessee shall save the Lessor harmless from all losses, damages, claims and judgments growing out of the same excepting those resulting from the sole negligence of the Lessor, its agents or employees.</p> <p>Except to the extent not expressly prohibited by law,</p>
DEBRIS, ETC. MUNICIPAL ORDINANCES, ETC.	<p>(c) It is further agreed that the Lessee shall, during the term aforesaid, keep the premises free from all debris, inflammable, explosive and combustible material, including dry grass and weeds, and in a neat and sanitary condition, and to conform to all municipal ordinances and state laws regarding sanitation, fire and matters of like nature, and the Lessee agrees to save harmless and indemnify the Lessor from all claims and liability to others arising by reason of Lessee's failure to comply with the obligations assumed by the Lessee under the provisions of this paragraph.</p>
ASSIGNING OR SUBLETTING, LESSOR'S WRITTEN CONSENT	<p>FIFTH: The Lessee agrees not to assign this lease nor sublet said premises, or any part thereof, or grant the free use of same, without the written consent of the Lessor, and the Lessee does hereby disclaim all right to the possession of the said leased premises, or title or right thereto, other than by virtue of this lease.</p>

INSURANCE

SIXTH: (a) It is understood and agreed that the buildings, structures or other personal property belonging to the Lessor located on said leased premises, may be insured by it against loss and damage by fire, with insurers and in amount and manner approved by it, and that the Lessee on receipt of bills for the premiums shall immediately reimburse the Lessor therefor.

FIRE DAMAGE, ABATEMENT OR SUSPENSION OF RENT

(b) It is understood and agreed that if any buildings or structures belonging to the Lessor located on said leased premises shall at any time during the term aforesaid be partially destroyed by fire or other casualty so as to be unfit for use and occupancy for the purposes of the Lessee's business, as above specified, then a fair and just proportion of the rent hereby reserved, according to the nature and extent of the damage sustained, shall, until said buildings or structures have been rebuilt by the Lessor, and made fit for such use and occupancy (it being given the right, at its option, of rebuilding), be suspended and cease to be payable, and the Lessor shall account to the Lessee for the proportionate part of any rent, thus suspended, paid in advance for the period that such buildings or structures are in an untenable condition. If such buildings or structures be wholly or substantially thus destroyed, then a fair and just proportion of the rent hereby reserved shall cease to be payable, and the Lessor shall account for the proportionate part of any rent thus ceased, paid in advance, provided, however, in the event last aforesaid, and if the Lessee shall have erected no buildings or other structures on said leased premises, and the same shall be wholly unfit for use and occupancy for the purposes aforesaid, then this lease shall be terminated, and the Lessor shall account for the proportionate part of any rent paid in advance.

INSURANCE COMPANY NOT TO BE SUBROGATED, ETC.

(c) The Lessee agrees that, before or at the time of procuring fire insurance on any building, structure, or other personal property situated on the premises hereby leased, notice shall be given to the insurer of the substance and purport of this agreement, so that such insurer shall be advised that no rights will be acquired by subrogation or otherwise, to recover from the Lessor for any loss by fire; and said Lessee hereby agrees to save harmless and indemnify the Lessor from all damages, costs and expenses arising from claims or suits by any insurance company on account of the burning of any of such property located on or in the vicinity of said premises.

VACATION OF PREMISES

SEVENTH: (a) The Lessee agrees, at the expiration of the term, or other termination of this lease, as herein provided, to vacate said premises forthwith, and deliver same in good condition as aforesaid to the Lessor and at the same time, to remove therefrom any and all buildings, structures or other property belonging to the Lessee or failing so to do Lessee agrees that the title to all such buildings or property shall at the option of the Lessor at once vest in the Lessor, without compensation to the Lessee therefor in any form. The Lessee agrees, on removing the buildings, structures or other property aforesaid, to leave the leased premises in a neat and level condition, satisfactory to the Lessor. If the Lessee continues to occupy the said leased premises after the date above fixed for the expiration of this lease, with or without the consent of the Lessor, and without any further written agreement, the Lessee shall be considered and treated as a tenant from month to month, at a rental proportionate to that herein fixed, subject to all the terms and conditions of this lease, except as to the length of tenancy and as to the notice necessary to terminate a monthly tenancy.

(b) It is further understood and agreed that Lessor may require Lessee to furnish a bond in the amount of _____ Dollars to insure that all rental payments, taxes and all costs which may be incurred by Lessor in restoring its property to the condition as specified in this Lease shall be paid. Said bond shall be upon a surety approved by the Lessor and shall name the Lessor therein and shall specifically refer to the Lessee's obligations under this Lease and shall provide that payment shall be made by the surety to the Lessor upon thirty (30) days notice by the Lessor to the surety of any outstanding obligations of the Lessee to the Lessor. Lessor may require that said bond be given simultaneously with this lease or at any time during this lease or any renewal thereof by Lessor giving thirty (30) days notice to Lessee of said requirement. Failure of Lessee to provide said bond within thirty (30) days after written request by Lessor shall be considered in default under this Lease.

TERMINATION BY NOTICE

EIGHTH: (a) Either party hereto may terminate this lease at any time by giving to the other sixty (60) days' notice in writing of intention so to do, and in the event of the Lessee's whereabouts at such time being unknown, the Lessor shall have the right to post said notice in any conspicuous place upon the said leased premises, mailing a copy thereof to the last known address of the Lessee.

GRADE SEPARATION

(b) If the grades of any street or streets and the railroad of the Lessor in the vicinity of the said leased premises shall be about to be separated, or if the grade of any railroad track or of any street in that vicinity shall be about to be changed or altered during the continuance of the term aforesaid, rendering the further occupancy by the Lessee of such premises, or any portion thereof more difficult or impossible, then, upon like written notice as aforesaid, by either party, this lease may be terminated. And the Lessee hereby releases the Lessor from any and all claims for damage or injury arising through such separation of grades, or through change or alteration of grade, as the case may be.

PUBLIC USE

(c) It is understood that if the whole or any part of the said leased premises shall be taken by public authority for any public use, then this lease shall terminate (if only a part is taken, at the election of either party) at the time when possession so taken shall be required for such public use, and the rental shall be apportioned up to that time; and the Lessee shall not claim or be entitled to any part of the award to be made for damages for such taking for public use.

BANKRUPTCY, ETC.

(d) It is further agreed that this lease and all rights of the Lessee hereunder shall at the option of the Lessor cease and terminate immediately upon and in the event of any assignment by the Lessee for the benefit of creditors, or on the filing of any voluntary petition in bankruptcy by the Lessee, or on any adjudication of bankruptcy of the Lessee, or upon any assignment or transfer of this lease or Lessee's interest by operation of law.

NO RELEASE FOR RENT DUE

(e) It is understood and agreed that the Lessee, on the termination of this lease, by expiration of the term aforesaid, or otherwise as above specified, shall not be considered released from the payment of any unpaid amounts for which the Lessee is liable hereunder, or from the performance of any agreements which should have been performed by the Lessee during the continuance of this lease or at the termination thereof.

DEFAULT, RE-ENTRY

NINTH: It is hereby agreed that in case any rent shall be due and unpaid, or if default be made in any of the covenants herein contained, it shall be lawful for the Lessor, its agent or attorney, to re-enter into and repossess the said premises, and the Lessee and each and every other occupant, to remove and put out, without prejudice to any remedies which might otherwise be used for arrears of rent or any breach of the Lessee's covenants herein contained.

**NO WAIVER BY
ACCEPTANCE
OF RENT, ETC.**

TENTH: (a) It is understood that the acceptance by the Lessor of the rent to be paid by the Lessee in installments, and upon the terms mentioned herein, shall in no way be taken or considered to be a waiver of any provision of this lease relative to the cancellation thereof.

**WAIVER
ONE BREACH
NO WAIVER OF
ANY OTHER**

(b) It is expressly understood that no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants shall be deemed to be a waiver of any other covenant, or of any succeeding breach of the same covenant.

**NO COVENANT
FOR QUIET
ENJOYMENT**

(c) It is expressly understood that nothing herein contained shall imply a covenant on the part of the Lessor to the Lessee for quiet enjoyment.

**NOTICE TO BE
GIVEN MAN-
AGER OF REAL
ESTATE AND
TAX**

(d) Any notice to the Lessor provided for herein shall be given only to its Manager of Real Estate and Tax, who, it is understood, constitutes its agent for all the purposes herein contained, provided that it may at any time designate another agent for any or all of such purposes.

**LEASE BIND-
ING UPON
HEIRS, ETC.**

(e) It is understood that this lease shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

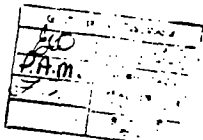
(f) It is understood and agreed that notwithstanding any printed provisions above, no additional improvements or buildings are to be constructed on the leased premises without the written consent of the Lessor.

(g) It is further understood and agreed that the Lessee will, at its sole cost and expense, install and maintain a six (6) foot high chain link fence on and along the north and northwest boundaries of the leased premises.

(h) It is further understood and agreed that the Lessee will arrange and pay for all utilities to serve the leased premises.

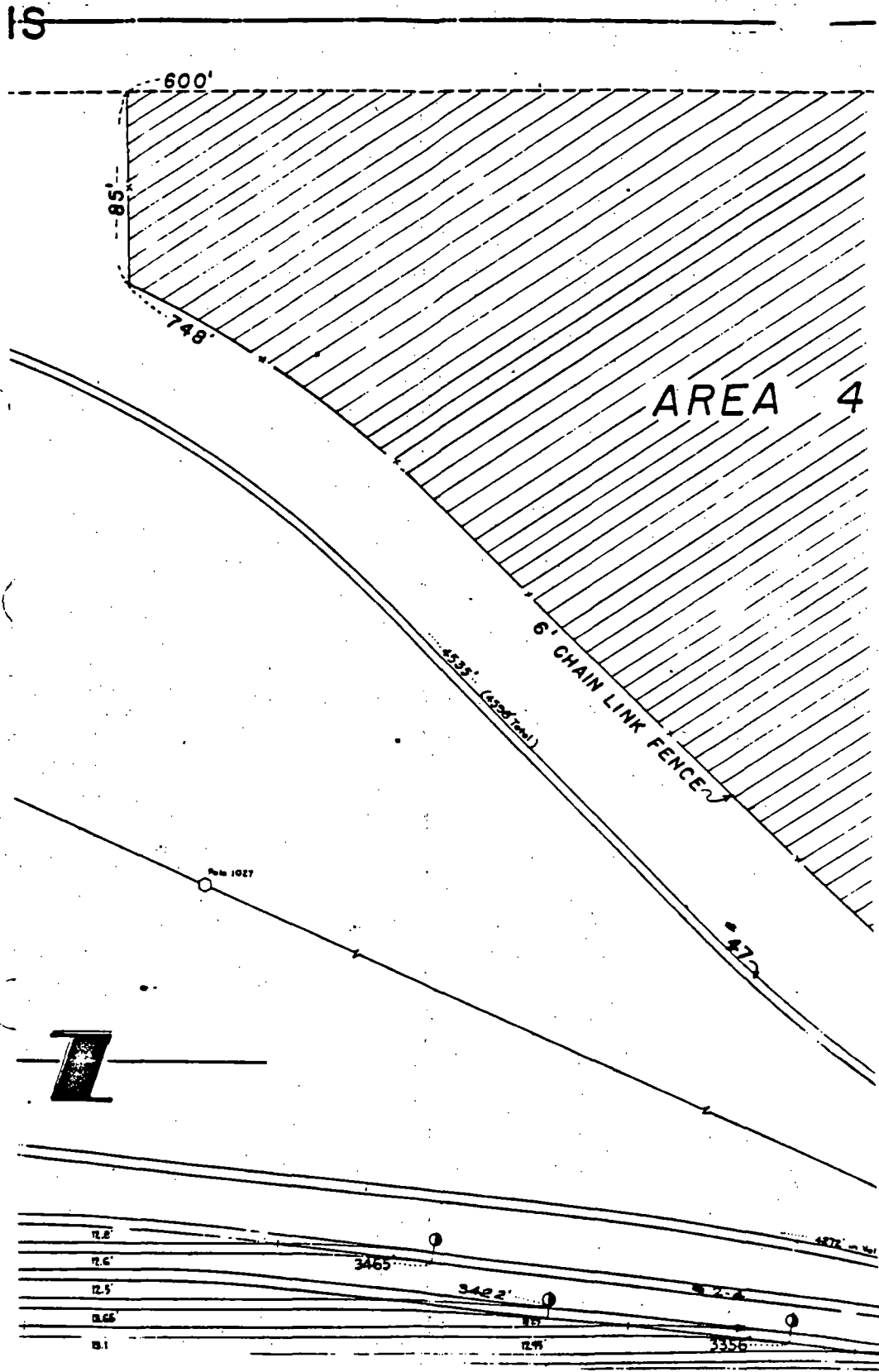
(i) This Lease Agreement will cancel and supersede Lease Agreement effective May 1, 1972 with the Lessee.

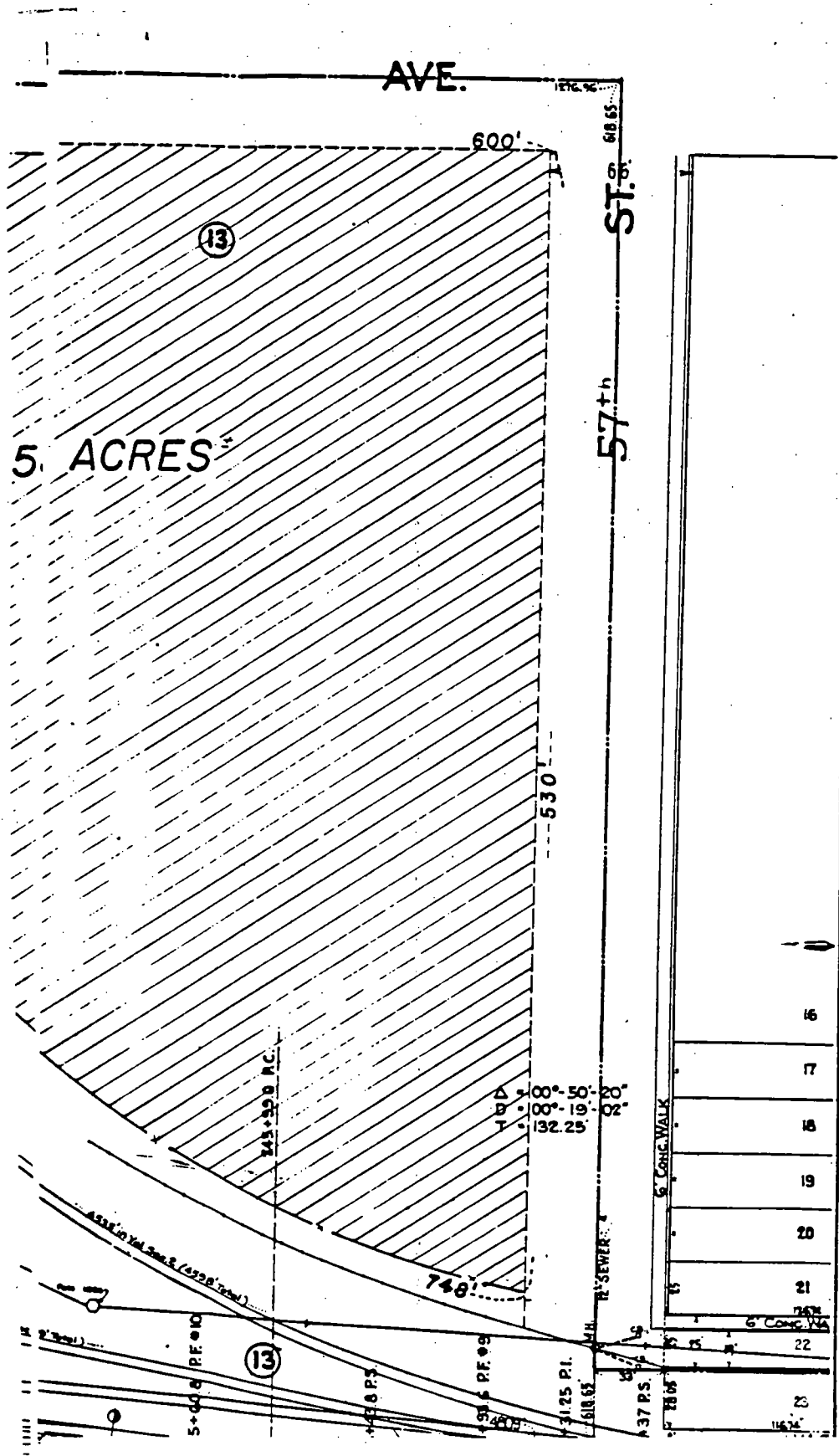
(EXECUTED IN DUPLICATE)



IN WITNESS WHEREOF the parties to this lease have hereunto set their hands, or caused the same to be signed by their authorized officers or agents, as of the day and year first above written.
Signed and delivered in the presence of _____

[Signature forms omitted for printing purposes]





(Continued from page 13070)

Now, Therefore, in consideration of the rents to be paid hereunder and the mutual covenants and agreements set forth herein, the parties agree as follows:

Article I

Demised Premises and Term

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real estate described above together with the existing building and other improvements ("Demised Premises").

To have and to hold the Demised Premises upon the terms, conditions and covenants hereinafter set forth for a term of five (5) years commencing upon the date of execution of this Lease by all parties after approval of this Lease by the City Council of the City of Chicago ("Commencement Date"), unless sooner terminated or extended as hereinafter provided, and terminating on the day before the fifth anniversary of the Commencement Date.

Article II

Rent

Section 1. Tenant covenants to pay Landlord a net annual rental, over and above the other and additional payments to be made by Tenant as hereinafter provided, ("Basic Rent") from the Commencement Date as follows:

Years 1-3:	\$ 8,000.00 per year
Year 4:	\$15,960.00 per year
Year 5:	\$15,960.00 per year

Basic Rent shall be payable in equal monthly installments in advance, to or upon the order of Landlord at such place as Landlord may from time to time direct by notice to Tenant.

Section 2. It is the intention of the parties that the Basic Rent shall be paid to Landlord absolutely net and without any deduction whatever. Rent shall not abate for any reason during the term of this Lease, notwithstanding the fact that the Demised Premises may be untenable, except as otherwise expressly provided herein.

Section 3. All amounts payable by Tenant to Landlord under other Articles of this Lease shall be deemed additional rent and shall be payable at the times specified in those Articles in the same manner as Basic Rent.

Article III

Use

Section 1. Tenant shall have the right to use and occupy the Demised Premises for the purpose of conducting its business of operating horse-drawn coaches for hire, including the stabling of horses, for office, warehouse, and maintenance shop purposes. The Demised Premises shall not be used for any other purposes without the prior written consent of Landlord.

Section 2. Tenant, in the use and occupation of the Demised Premises and in the prosecution or conduct of any business therein, shall comply with all requirements of all laws, orders, ordinances, rules, and regulations of the federal, state, county, and municipal or other governmental or quasi-

governmental authorities having jurisdiction and with any direction or certificate of occupancy issued pursuant to any law by any public officer or officers. Tenant covenants that it will not use or permit to be used any part of the Demised Premises for any dangerous, noxious, or offensive trade or business, and will not cause or maintain any nuisance in, at, or on the Demised Premises, it being agreed that the uses specified in Section 1 of this Article III shall not be deemed to violate this Section 2. If for any reason the uses specified in Section 1 of this Article III become prohibited by Ordinance or otherwise, then this Lease shall immediately terminate.

Section 3. Tenant agrees specifically as follows:

- (a) To have an employee of Tenant at the Demises Premises at all times;
- (b) To remove all manure at least twice each week;
- (c) To clean each horse stall at least twice daily;
- (d) To use absorbent wood shavings in the horse bedding; and
- (e) To treat the absorbent wood shavings with limestone in order to deodorize the stables.

Article IV:

Mechanics' Liens

All work performed in connection with any alterations and improvements shall be performed (i) pursuant to contracts which require that the general contractor, or, if a "construction manager" form of contract is used, all major subcontractors, provide a performance bond in favor of Landlord and Tenant guaranteeing full and complete performance of the work to be done pursuant to such contracts and (ii) pursuant to "no lien" contracts so that no mechanic's or materialmen's lien of any kind attaches to Landlord's title or interest in the Demised Premises. Tenant has no authority to cause or permit any lien or encumbrance of any kind, whether created by Tenant, operation of law or otherwise, to be attached or to be placed upon Landlord's title or interest in the Demised Premises and any liens and encumbrances created by Tenant shall attach to Tenant's leasehold interest in the Demised Premises only. In the event any lien or encumbrance is placed against the Demised Premises (whether against Landlord's or Tenant's interest therein) with respect to work, services or materials claimed to have been performed or furnished to Tenant or the Demised Premises, Tenant covenants and agrees to notify immediately Landlord in writing of such lien or encumbrances and to cause the same to be released and removed of record. If such lien or encumbrance is not immediately released and removed or if Tenant does not contest such lien or encumbrance, Landlord, at its sole option, may take all action necessary to release and remove such lien or encumbrance and Tenant shall promptly upon notice reimburse Landlord for all sums, costs and expenses (including reasonable attorney's fees) incurred by Landlord in connection with such lien or encumbrance.

Anything contained herein to the contrary notwithstanding, Tenant may contest the amount or validity of any such lien or encumbrance and may withhold payment during such contest so long as the Demised Premises would not by reason of such postponement of payment be, in Landlord's reasonable judgment, in danger of being forfeited or lost and Tenant shall have provided Landlord with security, reasonably satisfactory to Landlord, assuring Landlord that such lien or encumbrance will, if necessary, be paid and released.

*Article V**Taxes and Utility Charges*

Section 1. Tenant covenants to pay, before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof, all real estate and leasehold taxes, assessments, permit fees, water rates and charges, and other governmental charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind and nature whatsoever, including but not limited to assessments for public improvements or benefits or subways (all of which taxes, assessments, water rates or charges, levies, and other governmental charges are hereinafter referred to as impositions), that are assessed, levied, confirmed, or imposed, or that become a lien upon or become payable in respect of the Demised Premises during the term of this Lease. If by law any such imposition is payable, in installments, Tenant may pay the same in installments. Any imposition relating to a fiscal period of the taxing authority, a part of which period is included within the term of this Lease and a part of which is included in a period of time either before the commencement or after the termination of this Lease, whether or not such imposition shall be assessed, levied, confirmed, imposed, or become a lien upon the Demised Premises, or shall become payable, during the term of this Lease, shall be adjusted proportionately between Landlord and Tenant.

Section 2. Tenant covenants to furnish to Landlord original receipts of the appropriate taxing authority, or photostatic copies or duplicate originals thereof, evidencing payment of any such imposition before any fine, penalty, interest, or cost may be added thereto for the non-payment thereof.

Section 3. Tenant may pay any such imposition under protest and if it shall elect to procure a refund of all or any part of such imposition so paid, may, at its own expense, take such action as it deems appropriate and any such action may be taken, filed, instituted, and prosecuted in the name of Tenant or Landlord. In the event that Tenant, as a result of any such action, shall recover any sums in the name of Landlord, such sums shall belong to Tenant.

Section 4. Tenant may contest the amount or validity of any imposition and may withhold payment during such contest so long as the Demised Premises would not, by reason of such postponement of payment be, in Landlord's reasonable judgment, in danger of being forfeited or lost and Tenant shall have provided Landlord with security reasonably satisfactory to Landlord, assuring Landlord that such imposition will, if necessary, be paid and released.

Section 5. Tenant covenants to pay all public and private charges for installation and use of water, electricity, gas, telephone and other utility services used in or upon the Demised Premises during the term of this Lease.

*Article VI**Insurance and Indemnity*

Section 1. Tenant agrees to indemnify and hold Landlord harmless from and against all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of Tenants' use and occupancy of the Demised Premises.

Section 2. Tenant shall, at its sole cost and expense, at all times during the term of this Lease provide and keep in full force and effect fire and extended coverage insurance with a replacement cost endorsement in an amount equal to the full replacement cost of the building and fixtures, from time to time during the term of this Lease, subject to the approval of Landlord.

Section 3. Tenant shall also, at its sole cost and expense from the Commencement Date, maintain (a) general public liability insurance against claims for personal injury, death, or property damage occurring upon, in or about the Demised Property or any elevators therein or on, in, or about the adjoining streets, vaults, and passageways, such insurance to include coverage of claims under

the Illinois Structural Work Act and the Illinois Workmen's Compensation Act and to afford protection to the limit of not less than \$1,000,000.00 with respect to injury or death to a single person, to the limit of not less than \$2,000,000.00 with respect to any one accident or occurrence, and to the limit of not less than \$1,000,000.00 with respect to property damage and (b) steam boiler insurance on all steam boilers, pressure boilers, or other such apparatus as Landlord may deem necessary to be covered by such insurance and in such amount or amounts as Landlord may from time to time reasonably require.

Section 4. All insurance policies required to be provided and kept in full force and effect under the terms of this Article VI shall be issued by reputable insurance companies approved by Landlord, shall name both Landlord and Tenant as insured and shall provide for payment of loss thereunder to Landlord and Tenant as their respective interests may appear. All policies of insurance shall, to the extent obtainable, provide that any loss shall be payable to Landlord notwithstanding any act or negligence of Tenant which might otherwise result in a forfeiture of said insurance. All policies of insurance required hereunder shall be endorsed to provide that they shall not be cancelled without ten (10) days' prior written notice to Landlord. Tenant shall deliver to Landlord duplicate original policies or certificates of insurance for each insurance coverage required hereunder so that Landlord shall always have in its possession evidence that all required insurance coverage is in force.

Article VII

Repairs and Maintenance

Section 1. Tenant covenants throughout the term of this Lease, at its sole cost and expense, to take good care of the buildings and improvements now or at any time erected on the Demised Premises and all fixtures located herein, and the sidewalks, curbs, and vaults, if any, and to keep the same in good order and condition, except only for wear and tear incident to the ordinary use of the premises for the purposes permitted in this Lease, and shall, subject to said exception, promptly at Tenant's own cost and expense make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as extraordinary, foreseen as well as unforeseen. When used in this Article VII, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be equal in quality and class to the original work. All repairs shall be performed in compliance with all laws and ordinances of governmental bodies applicable thereto. The provisions of Article IV shall apply to all work done under the provisions of this Article VII. Tenant shall keep and maintain all portions of the Demised Premises and the sidewalks adjoining the same in a clean and orderly condition, free of accumulated dirt and rubbish, and shall keep such sidewalks, and the driveways and similar areas on the premises, free from snow and ice.

Section 2. Tenant is fully familiar with the physical condition of the Demised Premises and the buildings, improvements, fixtures, and equipment thereon. Landlord has made no representations of any nature in connection with the condition of the Demised Premises or of the buildings, improvements, fixtures or equipment thereon, and Landlord shall not be liable for any latent or patent defects therein.

Article VIII

Alterations

Section 1. Landlord consents to the performance by Tenant of the alterations and repairs set forth in Exhibit A attached hereto. The quantity and quality of materials used for said alterations and repairs shall be approved by the Department of Public Works of the City of Chicago. Tenant shall have the right to make any other alterations or additions to the Demised Premises costing One Thousand Dollars (\$1,000.00), or less, without first procuring Landlord's consent, provided such

alterations or additions shall not impair the structural soundness of the building or reduce the value of the Demised Premises. In the event that such alterations or additions shall involve structural changes or changes in exterior walls and canopies, Tenant shall first obtain written approval from Landlord. Tenant agrees to make such alterations or additions in conformity with all applicable building laws, ordinances and regulations.

Section 2. Tenant shall have the right, with the consent of Landlord, which consent shall not be unreasonably withheld, to make any alterations or additions to the Demised Premises costing more than One Thousand Dollars (\$1,000.00), but before any contract is let or any work done or any material delivered on the Demised Premises, Tenant shall furnish to the satisfaction of Landlord, plans, specifications and reasonable indemnification against liens, costs, damages and expenses of all kinds. Tenant agrees to make such alterations or additions in conformity with all applicable building laws, ordinances and regulations.

Section 3. Tenant hereby agrees that if any federal, state or municipal government, or any department or division thereof, shall adjudge the Demised Premises or any part thereof unsafe or as not in conformity with the laws and regulations relating to the use and occupancy thereof or shall order or require any rebuilding, alteration or repair thereof or installations therein, Tenant will immediately, at its own cost and expense, rebuild or make such alterations, installations, and repairs as may be necessary to comply with such laws, orders or requirements. All such rebuilding, altering, installing and repairing shall be done in accordance with plans and specifications approved by Landlord. Before any contract is let for any such work with an estimated cost of \$1,000.00 or more, Tenant shall furnish to the satisfaction of Landlord, reasonable indemnification against liens, costs, damages and expenses of all kinds. Tenant agrees to make such alterations in conformity with all applicable building laws, ordinances and regulations.

Section 4. Tenant foregoes and disclaims any and all rights to said alterations, repairs and improvements and warrants that at no time will Tenant assert any interest or legal right in said alterations, repairs and improvements.

Section 5. The provisions of Article IV shall apply to all work done under the provisions of this Article.

Article IX

Damage by Fire

Section 1. In the event the building or any other part of the Demised Premises shall be damaged or destroyed by fire or other casualty to the extent that the Demised Premises are rendered untenable, either party may elect, by written notice to the other within sixty (60) days of the date of such damage or destruction, to terminate this Lease effective as of the date of such damage or destruction. If neither party elects to terminate this Lease, or if the Demised Premises are not damaged to the extent that they are rendered untenable, Tenant shall promptly repair, restore or rebuild the building or such other part of the Demised Premises to the same condition as existed immediately prior to such damage, at its sole cost and expense. The foregoing requirement shall not apply if such damage or destruction occurs in the last year of the Lease term, and in such event, either party may terminate this Lease. Tenant agrees to do all such repair, restoration, or rebuilding work with all due diligence and as rapidly as possible. Tenant agrees to perform such repairs, restoration or rebuilding in conformity with all applicable building laws, ordinances and regulations.

Section 2. The Landlord and the Tenant agree to assign and deliver all proceeds of insurance recovered on account of any damage or destruction of or to the Demised Premises, less the cost, if any, of such recovery, to the Landlord. So long as the Tenant is not in default under this Lease, the Landlord shall pay such proceeds over to the Tenant to the extent necessary to reimburse the Tenant from time to time for the cost of repairing the improvements on the Demised Premises.

If the proceeds of insurance shall be insufficient to pay the entire cost of said repair, restoration or rebuilding, the Tenant agrees to pay the deficiency. If there shall be a balance of insurance money after the whole cost of the work on the Demised Premises shall have been paid from such insurance money, and the work on the Demised Premises shall have been completed and the whole cost thereof shall have been paid, then in each such case provided that Tenant is not in default under this Lease, all remaining insurance money collected as a result of such loss shall be paid to the Tenant.

Section 3. The Landlord shall not be responsible for the collection or non-collection of any insurance money in any event.

Section 4. The provisions of Article IV shall apply to all work done under the provisions of this Article.

Article X

Quiet Enjoyment

Landlord represents and warrants to Tenant that so long as Tenant performs its obligations under this Lease, Tenant shall peaceably have and enjoy the Demised Premises free from hindrance by anyone for the term of this Lease, and Landlord agrees to warrant and defend Tenant in the peaceful and quiet enjoyment of the Demised Premises so long as Tenant is not in default hereunder.

Article XI

Assignment and Subletting

Tenant shall not make any assignment or this Lease nor sublet all or any portion of the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. For purpose of the foregoing sentence, "assignment" shall be deemed to include any merger, stock purchase or sale, sale of assets or other corporate transfer or reorganization of any kind or nature whether by operation of law or otherwise, or if at any time during the term of this Lease the person or persons who own a majority of Tenant's voting shares at the time of the execution of this Lease cease to own a majority of such shares. No permitted assignment or subletting shall relieve Tenant of Tenant's covenants and agreements hereunder, and Tenant shall continue to be liable as a principal and not as a guarantor or surety to the same extent as though no assignment or subletting had been made.

Article XII

Surrender of Possession

Section 1. Tenant shall, upon termination of this Lease for any reason whatsoever, surrender to Landlord the buildings, structures, fixtures and building equipment upon the Demised Premises, together with all alterations and replacements thereof, in good order, condition, and repair except for reasonable wear and tear, and loss by fire or other casualty.

Section 2. Tenant covenants and agrees to pay, and to indemnify Landlord against, all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the Demised Premises after default of Tenant or upon the expiration or earlier termination of the term of this Lease or in enforcing any covenant or agreement of Tenant in this Lease contained.

Section 3. All alterations, additions, improvements and fixtures of a permanent nature (other than Tenant's signs, trade fixtures and equipment) made or installed by Tenant shall be the property of Landlord and shall not be removed upon termination of this Lease.

Section 4. If the Tenant retains possession of the Demised Premises or any part thereof after the termination of the lease by lapse of time or as otherwise provided herein, then the Landlord may at its option within thirty (30) days after the termination of the term serve written notice upon Tenant that such holding over constitutes either (a) renewal of this lease for one year and year to year thereafter, at double the rent in effect at the time of the lease termination as specified in Article II, Section 1, or (b) creation of a month to month tenancy, upon the terms of this lease at a rental rate as specified in this Section 4(a).

Article XIII

Defaults and Remedies

Section 1. Any of the following events shall be a default under this lease (singularly, an "Event of Default"):

- (a) if Tenant vacates or abandons the Demised Premises or permits the same to remain vacant or unoccupied for a period of thirty (30) days unless the same is a result of a strike, labor dispute, inability to obtain materials or supplies used in Tenant's business, or other reasons beyond Tenant's reasonable control;
- (b) if the rent or any part thereof is not paid when due and remains unpaid for ten (10) days after receipt of written notice to Tenant of the nonpayment thereof;
- (c) if Tenant fails to perform any covenant, condition or agreement of this lease to be kept or performed by Tenant and such failure is not cured immediately upon receipt by Tenant of written notice thereof unless, in the case of such a failure which cannot reasonably be cured immediately, Tenant shall have commenced and shall be diligently prosecuting all action necessary to cure such failure;
- (d) if Tenant performs or permits any unauthorized activities to take place in or upon the Demised Premises and does not cease such unauthorized activities immediately upon receipt of written notice thereof from Landlord; or
- (e) if any proceeding shall be commenced to declare Tenant bankrupt or insolvent, or to obtain relief under any chapter or provision of any bankruptcy or debtor or to delay or extend the payment thereof (unless in the case of any such proceeding filed against Tenant the same is dismissed within sixty (60) days of such filing), or if an assignment is made by Tenant for the benefit of creditors.

If an event of default occurs, Landlord shall have the right to elect to immediately terminate this lease by giving Tenant written notice thereof. Upon such termination Tenant shall immediately vacate the Premises and all obligations of Landlord and Tenant pursuant to this lease shall likewise terminate.

Article XIV

Termination Rights

Notwithstanding any other provision of this lease to the contrary, Landlord may, at any time after the forty-second month after the commencement of the term of this Lease, upon thirty days written notice to the Tenant, terminate this Lease. If the Landlord determines that it requires the Demised Premises for a valid and proper governmental purpose (which is not in any way similar to Tenant's use of the Premises), Landlord shall have the right to terminate this Lease at any time during the term hereof upon at least ninety (90) days written notice and this Lease shall terminate and be of no further force or effect as of the date set forth in such notice. If Landlord terminates this Lease, Landlord shall not be required to reimburse Tenant for any unamortized cost of the leasehold improvements made by Tenant at any time during the term hereof.

*Article XV**Renewal*

Subject to the approval of the City Council, Tenant may, by written notice to Landlord given at least one hundred eighty (180) days prior to the termination date set forth on page 2 of this Lease, renew this Lease for an additional term of five (5) years from such termination date. Such renewal shall be upon all the terms and conditions of this Lease, except for rental, which shall be determined in the following manner: Upon receipt of Tenant's notice renewing this Lease, Landlord shall deliver an appraiser's report to Tenant at least one hundred twenty (120) days prior to the termination date set forth on page 2 of this Lease. If Tenant objects to the rental proposed in said report, Tenant may, by written notice to Landlord within fifteen (15) days of Tenant's receipt of such report, withdraw its renewal of this Lease and this Lease shall terminate on the date specified on page 2. If Tenant does not withdraw its renewal, the rental payable by Tenant during the renewal term shall be that specified in the appraisal report, subject to the approval of City Council.

*Article XVI**Notices*

Any and all notices or demands herein required or provided for shall be sent in writing by United States registered or certified mail, postage prepaid, addressed to Landlord as follows:

ATTN: Asst. Comptroller-Real Estate
Department of Finance
City Hall, Room 501
Chicago, Illinois 60602

and if to Tenant as follows:

Mr. Dan Sampson
Coach Horse Livery, Ltd.
Rt. 2
Earlville, Illinois 60518

Either party may at any time hereafter by giving written notice to the other party as above provided, change its address for notices or demands or the name of the person to whom notices or demands may be sent. All notices shall be effective when mailed.

*Article XVII**Miscellaneous.*

Section 1. The parties hereto agree that all of the terms, covenants and provisions hereof shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective grantees, successors and assigns.

Section 2. The headings of the several Articles of this Lease are for convenience only and do not define, limit or construe the contents of the Articles.

Section 3. None of the covenants and agreements of this Lease to be kept and performed by either party shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party; and no act or acts, omission or omissions or series of acts or omissions, or waiver, acquiescence or forgiveness of Landlord as to any default in or failure of performance, either in whole or in part, by Tenant, of any of the covenants and agreements of this Lease, shall be deemed or construed to be a waiver.

by Landlord of the right at all times thereafter to insist upon the prompt, full and complete performance by Tenant of each and all the covenants and agreements hereof thereafter to be performed in the same manner and to the same extent as the same are herein covenanted to be performed by Tenant.

Section 4. Landlord may enter the Demised Premises at any time for the purpose of inspecting same, or of making repairs which Tenant may neglect or refuse to make in accordance with the covenants and agreements of this Lease, and if Landlord makes such repairs, Tenant shall promptly reimburse Landlord for the cost thereof.

Section 5. Time is of the essence of this Lease, and all provisions herein relating thereto shall be strictly construed.

Section 6. This Lease shall be construed and enforced in accordance with the laws of the State of Illinois.

Section 7. If any term or provision of this Lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Lease shall not be affected thereby, but each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 8. Tenant agrees that it shall not discriminate against any person on account of their race, color, national origin, sex, age or physical disability and shall comply at all times with applicable Federal, State and local laws, rules, ordinances and regulations prohibiting discrimination.

In Witness Whereof, Landlord and Tenant caused this instrument to be executed by their respective duly authorized corporate officers and their corporate seals to be hereto affixed as of the day and year first above written.

EXHIBIT A
SCHEDULE OF REPAIRS

Tenant agrees to complete the Repair Items shown on the Attached Exhibit A-1 according to the following schedule, all repairs to be in accordance with the provisions of Article IV and Article VIII of the Lease:

- (A) Not later than the first anniversary of the commencement date of the term of this Lease: Items 2, 3, 5, 6, 7, 9A, 10A, 10B, 10C, 11A, 11C;
- (B) Not later than the second anniversary of the commencement date of the term of this Lease: Items 1, 4, 9C;
- (C) Not later than the third anniversary of the commencement date of the term of this Lease: Items 8, 9B, 11B, 12, 13.

EXHIBIT A-1.

1.	Tuckpointing	\$ 3,500.00
2.	Roof Patching	1,200.00
3.	Roof Repairs	750.00
4.	Skylight Repairs	1,000.00
5.	Curb Cuts (2)	2,500.00
6.	Repair Existing Windows	1,000.00
7.	Remove Existing Interior Partitions	3,000.00
	Bathrooms, Deteriorated Lath and Plaster, Buckled Flooring, General Debris	

8.	Carpentry Partitions, Doors, Windows, Etc.	\$ 18,000.00
9.	Plumbing New Bathroom Areas A 1-Office B 2-Public for Museum C 3-Caretakers Residence	12,000.00
10.	Electrical A 1-New Service B 2-Emergency Service C 3-New Electrical Distribution Throughout	15,000.00
11.	Heating and Air Conditioning A 1-New Heating System for the office space, Museum area and a tempering space heat system for the Stable area B 2-Humidification (optional) C 3-Exhaust and Ventilation System	16,000.00
12.	Sprinkler System 1-New Sprinkler System throughout with emergency back-up	15,000.00
13.	General Interior Work 1-Drywall 2-Paint 3-Ceramic Tile in bathroom 4-Insulation 5-Security System 6-Floor Finishes (ie. carpet in museum)	16,000.00
	Contingency	15,000.00
	Total Budget Cost Estimate (construction)	119,950.00

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

**Lease Agreement Authorized from Oscar O. Zeff and Orrien E. Zeff
to City for Office Space at No. 3325 N. Halsted St.**

The Committee on Finance submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, authorizing a lease agreement between City and Oscar O. Zeff and Orrien E. Zeff for office space at No. 3325 N. Halsted Street.

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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

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 Oscar O. Zeff and Orrien E. Zeff, as joint tenants with right of survivorship, as beneficiaries, under American National Bank and Trust Company, Trust No. 33448, dated October 8, 1974, for approximately 910 square feet of office space located at No. 3325 North Halsted Street for use by the Department of Police/Beat Representative Program such lease to be approved by the Superintendent

of Police, 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 13088 of this Journal.]

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

Riders "A", "B" and "C" 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 the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the 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 locations.

RIDER "B"

Rental Payment Provisions

Five Hundred and No/100 (\$500.00) Dollars per month for the period beginning on the 1st day of October, 1982 or date of occupation, whichever occurs later (with said rental rate being prorated on a per diem basis, if initial term does not commence on the first day of a month), and ending on the 30th day of September, 1983;

Five Hundred Fifty and No/100 (\$550.00) Dollars per month for a period beginning on the 1st day of October, 1983, and ending on the 30th day of September, 1984;

Six Hundred Five and No/100 (\$605.00) Dollars per month for a period beginning on the 1st day of October, 1984, and ending on the 30th day of September, 1985.

Rent is payable in advance on the 1st day of each calendar month by the office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor Under This Lease Shall:

- Provide and pay for heat; maintain plant and equipment in good operable condition
- Provide and pay for hot and domestic water and maintain plumbing in good operable condition.
- Provide and install air conditioning unit and maintain same prior to May 1, 1983.
- Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.
- Provide and pay for janitorial service.
- Maintain interior and exterior of building, including all mechanical components.

(Continued on page 13089)

LEASE--Short Form Lease No. 12024 Form C. O. No. 18 City of Chicago

This Agreement, Made this _____ day of _____ A. D. 19 _____ between Oscar O. Zeff and Orrien E. Zeff, as joint tenants with right of survivorship, as beneficiaries under American National Bank and Trust Co., Trust No. 33448, dated October 8, 1977, 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 910 square feet of office space located on the ground floor at 3325 North Halsted for the Beat Representative Program of the Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October or date of occupation whichever occurs later A. D. 1982, and ending on the 30th day of September A. D. 1985. Lessee has the right to terminate this lease upon ninety (90) days prior written notice to lessor at 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 Chicago One Realty Inc., 1022 W. Belmont Ave., Chicago, IL 60657 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.

For Rental Payment Provisions See Rider "B" Attached Hereto and Made A Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor. Lessor shall comply with the provisions of the Municipal Building Code

Code

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

For Responsibilities of Lessor and Lessee

See Rider "C"

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 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution. As Beneficiaries under American National Bank and Trust Co., Trust No. 33448, dated October 8, 1977

[Signature forms omitted for printing purposes]

(Continued from page 13087)

Pay real estate taxes and other levies assessed against said premises within deadlines established by the governmental taxing bodies.

Provide and maintain at all times public liability insurance in the amount of \$100,000 per occurrence and \$300,000 aggregate bodily injury and \$100,000 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 annual renewal date.

Should any of the above described policies be cancelled on or 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.

Lessee Under This Lease Shall:

Pay for electricity as metered, including electricity for air-conditioning unit.

Provide and maintain plate glass insurance.

Provide and pay for custodial service.

Additional Clauses To Be Included:

In the event of a 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 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 fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues thirty (30) days after 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 and have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this Lease or immediately terminate this Lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the Lease is payable solely from funds when made available by the Federal Government. If said funds are not made available from the Federal Government and as a result, Lessee defaults in the payment of any sums required to be paid under this Lease, the sole remedy of Lessor shall be for possession of the demised premises.

**Lease Agreement Authorized Between City and Ladies Auxiliary
of the Chicago Fire Fighters Union, Local 2 for
Premises at No. 4835 N. Lipps Av.**

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 a lease between the City of Chicago and Ladies Auxiliary of the Chicago Fire Fighters Union, Local 2 for a fire station located at 4835 North Lipps, such 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 13090 of this Journal]

(Continued on page 13091)

LEASE (ILLINOIS)
Lease No. 50002

This Indenture, Made this _____ day of _____

A. D. 19 _____ Between City of Chicago, a Municipal Corporation
_____ party of the first part and Ladies Auxiliary of the Chicago Fire
Fighters Union, Local 2 _____ 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 Chicago County of Cook and State of Illinois, known and described as follows:

Lot 1 in Block 39 Village of Jefferson in S.W. 1/4 of Section 9, Township 40 North, Range 13 east of the 3rd Principal Meridian, commonly known as, 4835 North Lipps.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 29th day of September A. D. 19 82 until the 4th day of October

A. D. 19 82. 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:

FIRST.—To pay to Lessor at City Hall, 121 North LaSalle, 60602, Room 107 as rent for said leased premises for said term the sum of One Dollar (\$ 1.00) payable in advance

SECOND.—That they have examined and know the condition of said premises; and have received the same in good order and repair, and that he 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 they 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 — Lessee hereby agrees that use of premises shall be limited to the ground floor. And said use shall be solely for the purpose of conducting a garage sale to benefit various charities.

~~The party of the second part hereby irrevocably constitutes _____ as 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; and 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, _____ 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.

WITNESS the hands and seals of the parties hereto the day and year first above written.

(Signature forms omitted *for printing purposes*)

(Continued from page 13089)

SECTION 2. This ordinance shall be effective from and after the 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, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

**Lease Agreement Authorized Between City and C.B.S. Theatrical
Films, Inc., for Premises at Various Locations.**

The Committee on Finance presented two proposed ordinances (under separate committee reports) recommending that the City Council pass the said proposed ordinances authorizing a lease agreement between the City and C.B.S. Theatrical Films, Inc., for premises 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, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

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

S.E. Side Navy Pier.

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

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation with CBS Films, for dock space located at Navy Pier to be used solely for the purpose of filming a motion picture; such lease to be approved by the Commissioner, Department of Public Works and to be approved as to form and legality by the Corporation Counsel in the following form:

[Lease and Exhibit "A" attached to this ordinance printed on
pages 13092 thru 13093 of this Journal]

RIDER "A"

Rental Payment Provision

Lessee agrees to pay Lessor at the office of the City Comptroller as rent for said demised premises for said term at the rate of Twenty-five and no/100 (\$25.00) per day, for the period beginning September 20, 1982, and ending October 31, 1982.

(Continued on page 13094)

LEASE (ILLINOIS)
Lease No. 50000

This Agreement, Made this _____ day of _____
A. D. 19____ Between City of Chicago, a Municipal Corporation
_____ party of the first part and CBS Films, CBS Studio Center, 4024 Radford
Ave., Studio City, California 91604 _____ 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 the City of Chicago _____ County of Cook _____ and State of Illinois, known and described as follows:

Approximately 140 feet of dock space located on the South East of
Navy Pier, lessee shall use the aforesaid premises for mooring of the
ship "Lindo" to be used solely for purposes of filming a motion picture
(Exhibit "A")

TO HAVE AND TO HOLD the same, unto the party of the second part from the 20th
day of September _____ A. D. 1982 until the 31st _____ day of October
A. D. 1982.

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:

~~FIRST--~~ For Rental Payment Provisions See Rider "A" Attached Hereto and Made A Part Hereof

SECOND--That it has examined and know the condition of said premises; and ha 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 LESSOR'S own expense; and upon the termination of this lease will yield up said premises to said party of the first part in ~~good~~ The same condition ~~and ordinary wear, excepted~~ as it received said premises (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--To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said demised premises, for and during the time for which this lease is granted.

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.

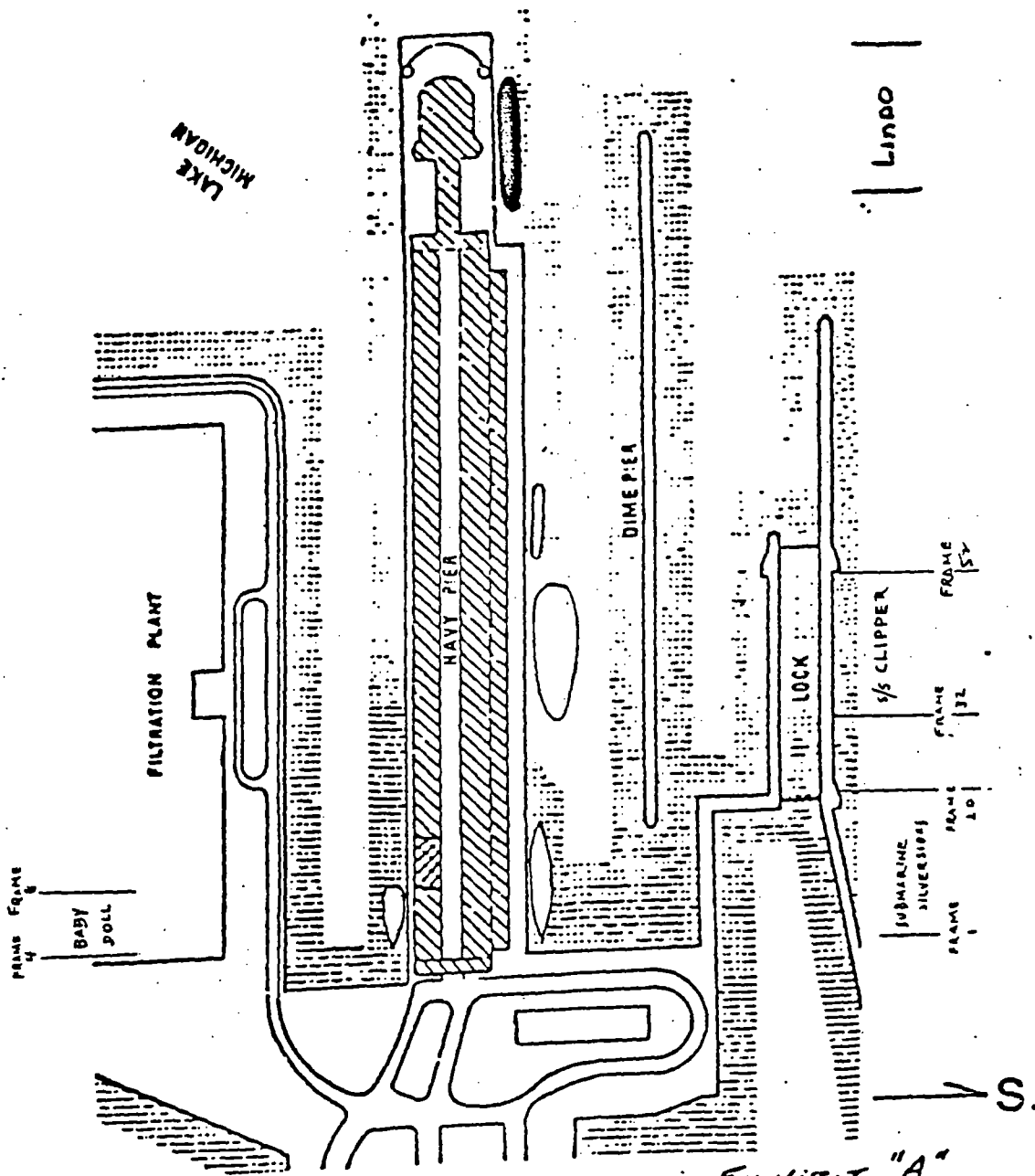
In case said premises shall be rendered untenable by fire or other casualty, the lessor, may, at his option, terminate this lease, or repair said premises within thirty days, and failing so to do or upon the destruction of said premises by fire, the term hereby created shall cease and determine.

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.

WITNESS the hands and seals of the parties hereto the day and year first above written.

[Signature forms omitted for printing purposes]

EXHIBIT "A"



(Continued from page 13091)

RIDER "B"

Additional Responsibilities of Lessor and Lessee:

Lessee, at the expense of the Lessee, shall keep in force, during the term of this lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the City of Chicago for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the City Comptroller.

Lessee shall be responsible for securing all necessary permits required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Lessee shall provide and pay for custodial and janitorial service.

Lessee shall not use said premises for any fund raising or political activities.

Lessee shall comply at all times with the provisions of the Chicago Municipal Code in the repair, construction, and maintenance of the demised premises.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor. Any final judgments rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee hereby agrees that lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant, if any, of the building in which the premises is located.

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by any act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, Addressed as follows,

to the Lessor, Assistant Comptroller Real Estate, City Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such place as the Lessor from time to time may appoint, or if to Lessee, Mr. John James, Sheraton Plaza, No. 160 East Huron Street, Chicago, Illinois, 60611.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

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

*Municipal Contagious Disease Hospital.
No. 3026 S. California Av.*

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

SECTION 1. That the City Comptroller is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation with CBS Films, located at the Municipal Contagious Disease Hospital, Building 2, Second Floor, 3026 South California to be used solely for the purpose of filming a motion picture; such lease to be approved by the Commissioner, Department of Public Works 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 13096 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 agrees to pay Lessor at the Office of the City Comptroller as rent for said demised premises for said term at the rate of Fifty and no/100 (\$50.00) per day, for the period beginning September 17, 1982, and ending October 31, 1982.

RIDER "B"

Additional Responsibilities of Lessor and Lessee:

Lessee shall be allowed to use any portion of the premise at any time during the term of this lease.

Lessee shall be responsible for securing all necessary permits required by any present or future statute of the State of Illinois, or ordinance of the City of Chicago associated with Lessee's use of the demised premises.

Lessee, at the expense of the Lessee, shall keep in force, during the term of this lease, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the City of Chicago for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the City Comptroller.

Continued on page 13097)

LEASE (ILLINOIS)
Leas No 50001

This Agreement, Made this _____ day of _____

A. D. 19__ Between City of Chicago, A Municipal Corporation
_____ party of the first part and CBS Films, CBS Studio Center,
4024 Radford Ave., Studio City, California: 91604 _____ 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 the City of Chicago _____ County of Cook _____
and State of Illinois, known and described as follows:
Municipal Contagious Disease Hospital, Building 2, Second Floor,
located at 3026 South California to be used solely for the
purposes of filming a motion picture.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the 17th
day of September _____ A. D. 19 82 until the 31st _____ day of October
A. D. 19 82.

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:

FIRST--~~For Rental Payment Provisions See Rider "A" Attached Hereto and Made A Part Hereof.~~
XX
XX

SECOND.—That it has examined and know 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 LESSOR'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 ~~as it received said premises (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.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
mised premises, for and during the time for which this lease is granted.

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.

WITNESS the hands and seals of the parties hereto the day and year first above written.

[Signature forms omitted]

(Continued from page 13095)

Lessee shall provide and pay for custodial and janitorial service.

Lessee shall not use said premises for any fund raising or political activities.

Lessee shall comply at all times with the provisions of the Chicago Municipal Code in the repair, construction, and maintenance of the demised premises.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the premises or elsewhere and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel satisfactory to Lessor. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons, in, upon or about the premises arising from any cause and Lessee hereby waives all claims in respect thereof against Lessor. Any final judgments rendered against the Lessor for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

Lessee hereby agrees that Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the premises or upon other portions of the building of which the premises attached hereto and made a part hereof a lease between the City of Chicago, a municipal corporation, as Lessor and CBS Films, as Lessee, for use of the Municipal Contagious Disease Hospital, Building 2, 2nd Floor, located at No. 3026 South California Avenue, Chicago, Illinois.

Are a part, or from other sources or places, and regardless of whether the cause of such damage or injury or the means or repairing the same is inaccessible to Lessee. Lessor shall not be liable for any damages arising from any act or neglect of any other tenant. If any, of the building in which the premises is located.

Lessee immediately upon demand shall pay for any damage to pipes, wiring, electric lights, fixtures, appliances or appurtenances of said premises or to the building caused by any act or neglect of Lessee or by any employees, agents, contractors, subcontractors or invitees of the Lessee.

In every instance where it shall be necessary or desirable for the Lessee or Lessor to serve any notice or demand upon the other party, it shall be necessary to send a written or printed copy thereof by United States Registered or Certified Mail, Postage Prepaid, Addressed as follows, to the Lessor, Assistant Comptroller Real Estate, City Comptroller's Office, No. 205 West Randolph Street, Suite 1000, Chicago, Illinois, 60606, or at such place as the Lessor from time to time may appoint, or if to Lessee, Mr. John James, Sheraton Plaza, No. 160 East Huron Street, Chicago, Illinois, 60611.

Lessor may enter the premises at any time upon giving reasonable notice to the Lessee and so long as the same does not unduly interfere with the Lessee's conduct of its regular business. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering the premises.

In the event of any breach of any of the covenants, terms or conditions contained herein by the Lessee, the Lessor shall have the right to terminate this lease immediately upon giving written notice to the Lessee at the premises. Failure or neglect of the Lessor to act upon a breach of one or more of the covenants, terms or conditions of this Lease shall not constitute or be construed as a waiver or subsequent breach by the Lessee of any right created hereby.

**Amendatory Ordinance Authorizing Lease to City of Chicago
for Premises Located at No. 11300 S. Halsted 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 ordinance and lease passed by the City Council on July 15, 1982, Page 11504 C.P., authorizing the City Comptroller to execute on behalf of the City of Chicago, a lease from Vanlo, Incorporated an Illinois Corporation, for approximately 2,400 square feet on the ground floor in the building at 11300 South Halsted Street for the Department of Human Services, be and the same is hereby amended by striking from the lease wherever it appears, the following:

ending on the 31st day of July

and inserting in lieu thereof:

ending on the 14th day of July

also to be inserted in Rider C:

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable partially from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, lessee defaults in the payments of any sums required to be paid under this lease, the sole remedy of lessor shall be for possession of the demised premises.

[Lease attached to this ordinance printed on page 13099 of this Journal.]

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

Riders "A", "B" and "C" 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 the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the 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 locations.

RIDER "B"

Rental Payment Provisions.

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

Continued on page 13100)

LEASE-Short Form Lease No. 11012 Form C. O. No. 18 City of Chicago

This Agreement, Made this _____ day of _____

A. D. 19 _____ between Vanlo, 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 2,400 rentable square feet of office space located on the ground floor in the building located at 11300 South Halsted for the Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 15th day of July or date of occupation whichever occurs later A. D. 1982, and ending on the 14th day of July A. D. 1984. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to the lessor 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 Kegham Giragosian, 8101 W. 131st St., Palos Park, IL 60464 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.

Provisions See Rider "B" Attached Hereto and Made a Part Hereof.

Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor shall comply with the provisions of the City of Chicago Municipal Building Code.

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

For Responsibilities of Lessor and Lessee See Rider "C"

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 rent for the period of such rebuilding.

In Witness Whereof, this lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Signature forms omitted for printing purposes

(Continued from page 13098)

Nine Hundred Eighty and no/100 (\$980.00) Dollars per month for a period beginning on the 15th day of July, 1982 or date of occupation, whichever occurs later (with said rental rates being prorated on a per diem basis, if the initial term does not commence on the first day of a month) and ending on the 14th day of July, 1983;

One Thousand Forty and no/100 (\$1,040.00) Dollars per month for a period beginning on the 15th day of July, 1983 and ending on the 14th day of July, 1984.

With said rent payable in advance on the first day of each calendar month by the Office of the City Comptroller.

RIDER "C"

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint entire premises prior to execution of lease.

Replace damaged ceiling tiles prior to execution of lease.

Repair all potholes in the parking area prior to execution of lease.

Repair and lock electric meter vault prior to execution of lease.

Provide parking for ten (10) automobiles in adjacent parking lot.

Provide and pay for heat; maintain plant in good operable condition.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition.

Provide central air-conditioning and maintain same.

Provide and pay for janitorial service.

Provide and pay for prompt removal of snow and ice from parking lots and sidewalks which immediately abut demised premises.

Maintain interior and exterior of building, and all mechanical components.

Pay all real estate taxes and other levies assessed against said premises within deadlines established by governmental taxing bodies.

Provide and maintain at all times 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 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.

Lessee under this lease shall:

Provide plate glass insurance.

Provide and pay for its own custodial service.

Pay for electricity as metered.

Additional terms and conditions of this lease:

In the event of a 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 under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in this lease is payable partially from funds when made available by the federal government. If said funds are not made available from the federal government and as a result, Lessee defaults in the payments of any sums required to be paid under this lease, the sole remedy of Lessor shall be for possession of the demised premises.

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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

**Filing of Grant Application Authorized With USFAA Necessary
 for Specified Improvement Project at Chicago-O'Hare
 International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of a grant application in the amount of \$7,475,661.00 with the United States Federal Aviation Administration necessary for a specified improvement project 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--45.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an Application for Federal Assistance said Application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$9,034,600.00.

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

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

[Application for federal assistance printed on
pages 13103 thru 13128 of this Journal]

—————
**Filing of Grant Application Authorized With USFAA
for Necessary Improvement Project at
Chicago Midway Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the filing of a grant application in the amount of \$517,500.00 with the United States Federal Aviation Administration necessary for a specified improvement project at Chicago Midway 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

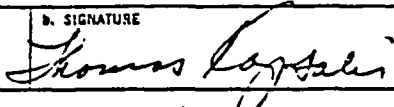
The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation on behalf of the City of Chicago is authorized to execute and submit to the Federal Aviation Administration, upon approval by the City Council and as to form and legality by the Corporation Counsel an Application for Federal Assistance, said Application to be in the form as attached.

SECTION 2. That the Mayor of the City of Chicago is authorized in making of said application to commit a local contribution for the aforesaid program amounting to approximately \$28,750.

(Continued on page 13129)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	3. STATE APPLICATION IDENTIFIER	4. NUMBER 6-17-0022-16	5. NUMBER
1. TYPE OF ACTION <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION (Mark appropriate box) <input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input type="checkbox"/> REPORT OF FEDERAL ACTION		Leave Blank	b. DATE 19 82 09 15	b. DATE Year month day ASSIGNED 19	
4. LEGAL APPLICANT/RECIPIENT			5. FEDERAL EMPLOYER IDENTIFICATION NO.		
a. Applicant Name : City of Chicago b. Organization Unit : Department of Aviation c. Street/P.O. Box : 121 N. LaSalle Street d. City : Chicago e. County : Cook f. State : Illinois g. ZIP Code : 60602 h. Contact Person (Name & telephone No.) : Jack Delaney : 312 - 744-3378			6. PRO-GRAM a. NUMBER : 121011012 b. TITLE : Airport Development Aid Program		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT			8. TYPE OF APPLICANT/RECIPIENT		
Chicago O'Hare International Airport Lake O'Hare Dredging Signage Phase II Relocation of RB 40 Toilet Implementation - Phase III Chiller #6			A-State M-Community Action Agency B-Interstate N-Higher Educational Institution C-Substate District O-Insular Area D-County P-Other (Specify): E-City F-School District G-Social Purpose District Enter appropriate letter: <input type="checkbox"/>		
9. TYPE OF ASSISTANCE			12. TYPE OF APPLICATION		
A-Base Grant D-Insurance B-Supplemental Grant E-Other C-Loan Enter appropriate letter(s): A			A-New C-Revision E-Augmentation B-Renewal D-Continuation Enter appropriate letter: A		
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)		11. ESTIMATED NUMBER OF PERSONS BENEFITING		15. TYPE OF CHANGE (For Use of 12)	
Chicago Metropolitan Statistical Area		45,000,000		A-Increase Dollars F-Other (Specify): B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation Enter appropriate letter(s): <input type="checkbox"/>	
13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:		17. PROJECT DURATION	
a. FEDERAL \$7,475,661 .00 b. APPLICANT 9,034,600 .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$16,510,261 .00		a. APPLICANT City Wide b. PROJECT		16. PROJECT START DATE Year month day 19 17. PROJECT DURATION Months	
18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY		19. EXISTING FEDERAL IDENTIFICATION NUMBER		21. REMARKS ADDED	
1982 09 20				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Federal Aviation Administration - Des Plaines, Illinois 60018	
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)		22. THE APPLICANT CERTIFIES THAT			
Federal Aviation Administration - Des Plaines, Illinois 60018		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:			
		(1) NIPC/Illinois State Clearinghouse <input type="checkbox"/> <input checked="" type="checkbox"/> (2) <input type="checkbox"/> <input type="checkbox"/> (3) <input type="checkbox"/> <input type="checkbox"/>			
23. CERTIFYING REPRESENTATIVE		24. AGENCY NAME		25. APPLICATION RECEIVED	
a. TYPED NAME AND TITLE Thomas Kapsalis Commissioner of Aviation		b. SIGNATURE 		c. DATE SIGNED Year month day 19 82 09 17	
26. ORGANIZATIONAL UNIT		27. ADMINISTRATIVE OFFICE		28. FEDERAL APPLICATION IDENTIFICATION	
				Year month day RECEIVED 19	
29. ADDRESS		30. FEDERAL GRANT IDENTIFICATION		31. ACTION TAKEN	
				<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN	
32. FUNDING		33. ACTION DATE		34. STARTING DATE	
a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		Year month day 19		Year month day 19	
		33. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		36. ENDING DATE	
				Year month day 19	
				37. REMARKS ADDED	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
35. FEDERAL AGENCY A-95 ACTION		38. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)			
a. In taking action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made.					

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-R0184

PART II

PROJECT APPROVAL INFORMATION SECTION A

Item 1.

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

Name of Governing Body _____ Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? Yes X No (Attach Documentation)

Name of Agency or Board _____

Item 3.

Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? X Yes _____ No (Attach Comments)

Item 4.

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

Name of Approving Agency _____ Date _____

Item 5.

Is the proposed project covered by an approved comprehensive plan? X Yes _____ No

Check one: State Local Department of Aviation Room 1111 Regional City Hall Location of plan _____

Item 6.

Will the assistance requested serve a Federal installation? X Yes _____ No

Name of Federal Installation U.S. Air Force 928th Airlift Group Federal Population benefiting from Project 2,100

Item 7.

Will the assistance requested be on Federal land or installation? Yes _____ X No

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

Item 8.

Will the assistance requested have an impact or effect on the environment? Yes _____ X No

See instruction for additional information to be provided.

Item 9.

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

Number of: Individuals _____ Families _____ Businesses _____ Farms _____

Item 10.

Is there other related Federal assistance on this project previous, pending, or anticipated? Yes _____ X No

See instructions for additional information to be provided.

INSTRUCTIONS

PART II - SECTION A

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the

scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-00154

PART II - SECTION B

<p>11. SITES AND IMPROVEMENTS: <input checked="" type="checkbox"/> Not required, _____ Attached as exhibits Applicant intends to acquire the site through: _____ Eminent domain, _____ Negotiated purchase, _____ Other means (specify)</p>
<p>12. TITLE OR OTHER INTEREST IN THE SITE IS OR WILL BE VESTED IN: <input checked="" type="checkbox"/> Applicant, _____ Agency or institution operating the facility _____ Other (specify)</p>
<p>13. INDICATE WHETHER APPLICANT OPERATOR HAS: <input checked="" type="checkbox"/> Fee simple title, _____ Leasehold interest, _____ Other (specify)</p>
<p>14. IF APPLICANT OPERATOR HAS LEASEHOLD INTEREST, GIVE THE FOLLOWING INFORMATION: a. Length of lease or other estate interest _____, and number of years to run _____ b. Is lease renewable? _____ Yes _____ No c. Current appraised value of land \$ _____ N/A d. Annual rental rate \$ _____</p>
<p>15. ATTACH AN OPINION FROM ACCEPTABLE TITLE COUNSEL DESCRIBING THE INTEREST APPLICANT OPERATOR HAS IN THE SITE AND CERTIFYING THAT THE ESTATE OR INTEREST IS LEGAL AND VALID. <i>There have been no changes since last grant agreement.</i></p>
<p>16. WHERE APPLICABLE, ATTACH SITE SURVEY, SOIL INVESTIGATION REPORTS AND COPIES OF LAND APPRAISALS.</p>
<p>17. WHERE APPLICABLE, ATTACH CERTIFICATION FROM ARCHITECT ON THE FEASIBILITY OF IMPROVING EXISTING SITE TOPOGRAPHY. N/A</p>
<p>18. ATTACH PLOT PLAN.</p>
<p>19. CONSTRUCTION SCHEDULE ESTIMATES: _____ Not required, <input checked="" type="checkbox"/> Being prepared, _____ Attached as exhibits Percentage of completion of drawings and specifications at application date: Schematics _____ % Preliminary _____ % Final _____ %</p>
<p>20. TARGET DATES FOR: Bid Advertisement _____ Contract Award _____ Construction Completion _____ Occupancy _____</p>
<p>21. DESCRIPTION OF FACILITY: _____ Not required _____ Attached as exhibits <i>Some being prepared, others already transmitted</i> Drawings - Attach any drawings which will assist in describing the project. Specifications - Attach copies of completed outline specifications. (If drawings and specifications have not been fully completed, please attach copies of working drawings that have been completed.)</p>

NOTE: ITEMS ON THIS SHEET ARE SELF-EXPLANATORY; THEREFORE, NO INSTRUCTIONS ARE PROVIDED.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use.—The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Chicago O'Hare O'Hare International Airport Zoning Ordinance
 State of Illinois City of Chicago Zoning Ordinance
 Cook County Zoning Ordinance

2. Defaults.—The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities.—There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Land.—(a) The Sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport, subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

See Exhibit "A" as on file with the F.A.A.

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

PART II - SECTION C (Continued)

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

5. Exclusive Rights.—There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

*State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 49-R0114

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. _____

2. Functional or Other Breakout _____

SECTION B - CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			909,352.
5. Other architectural engineering fees			
6. Project inspection fees			1,455,526.
7. Land development			
8. Relocation Expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			13,541,000.
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)			15,906,878
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			15,906,878.
17. Less: Ineligible Exclusions			470,617.
18. Add: Contingencies			1,074,000.
19. Total Project Amt. (Excluding Rehabilitation Grants)			16,510,261.
20. Federal Share requested of Line 19			7,475,661.
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (Lines 20 & 21)			7,475,661.
23. Grantee share			9,034,600.
24. Other shares			
25. Total project (Lines 22, 23 & 24)	\$	\$	\$ 16,510,261.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO 80-10184

SECTION C - EXCLUSIONS		
Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
25		
a. Parking Lot Signs	\$ 470,617.	\$
b.		
c.		
d.		
e.		
f.		
g. Totals	\$ 470,617.	\$
SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE		
27. Grantee Share		\$ 9,034,600.
a. Securities		
b. Mortgages		
c. Appropriations (By Applicant)		
d. Bonds		
e. Tax Levies		
f. Non Cash		
g. Other (Explain) O'Hare Revenue Fund:		9,034,600.
h. TOTAL - Grantee share		
28. Other Shares		
a. State		
b. Other		
c. Total Other Shares		
29. TOTAL		\$ 9,034,600.
SECTION E - REMARKS		
PART IV PROGRAM NARRATIVE (Attach - See Instructions)		

INSTRUCTIONS

PART III

Section C. Exclusions

Line 26 a-g Identify and list those costs in Column (1) which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B. Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

Section D. Proposed Method of Financing Non-Federal Share

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a noncash contribution, explain what this contribution will consist of.

Line 27 h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28 a - Show the amount that will be contributed by a State or state agency, *only* if the applicant is *not* a State or state agency. If there is a noncash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28 b - Show the amount that will be contributed from other sources. If there is a noncash contribution, explain what this contribution will consist of under Section E Remarks.

Line 28 c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, line 24.

Line 29 - Enter the totals of Line 27h and Line 28c.

Section E. Other Remarks

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV

PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution. Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests *other than the applicant* may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH.

- a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors which might accelerate or decelerate the work and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.
- b. Provide for each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.
- c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the

needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

- d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

- a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.
- b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.
- c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress or milestones anticipated with the new funding request. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

PROGRAM COST BREAKDOWN

ORD 2123 PW 2340	Relocation of RB 40 Substation	
Engineering - O'Hare Associates		\$ 324,000.00
Supervision - PW		489,078.00
Construction -		4,800,000.00
Contingencies		374,000.00
		<u>\$5,987,078.00</u>
25% Federal Share		1,496,769.50
75% Local Share		4,490,308.50
ORD 2122 PW 2352	Toilet Implementation - Phase III	
Engineering & Supervision - PW		\$150,000.00
Construction		650,000.00
Contingencies		60,000.00
		<u>\$860,000.00</u>
50% Federal Share		430,000.00
50% Local Share		430,000.00
ORD 2130 PW 2350	Chiller #6 Installation	
Engineering - Dolio & Metz		\$ 175,000.00
Supervision - PW		180,000.00
Construction		2,700,000.00
Contingencies		200,000.00
		<u>\$3,255,000.00</u>
40% Federal Share		1,302,000.00
60% Local Share		1,953,000.00
ORD 9020 PW 1925	Signage - Phase II	
Engineering - Murphy		\$ 280,852.00
Supervision - PW		265,748.00
Construction		2,011,000.00
Contingencies		150,000.00
		<u>\$2,707,600.00</u>
Less Ineligible Signs		470,617.00
		<u>\$2,236,983.00</u>
50% Federal Share		1,118,491.50
50% Local Share		1,118,491.50

ORD 7188 PW 1763

Lake O'Hare Dredging

Engineering - Consoer & Townsend	\$ 129,500.00
Supervision - DPW	217,700.00
Construction	2,480,000.00
Contingencies	<u>200,000.00</u>
	3,027,200.00
75% Federal Share	2,270,400.00
25% Local Share	756,800.00

ORD 1091 PW 2179

New Upper & Lower Level Roadway Lighting

Engineering & Supervision - PW	\$ 154,000.00
Construction	900,000.00
Contingencies	<u>90,000.00</u>
	\$1,144,000.00
75% Federal Share	858,000.00
25% Local Share	286,000.00

DEPARTMENT OF AVIATION

September 15, 1982

Mr. George P. Grote, Chief
Airports District Office
Federal Aviation Administration
Great Lakes Region
2300 East Devon Avenue
Des Plaines, Illinois 60018

Attention: Mr. John Buehler

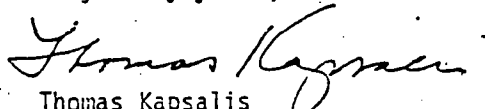
Dear Mr. Grote:

Chicago O'Hare International Airport
ADAP Project No. 6-17-0022-16
Statement of Sponsor

Please be advised that as of this date the Department of Aviation has not received any public objection to the above referenced project.

If any further information is necessary, please contact this office.

Very truly yours,


Thomas Kapsalis
Commissioner

DEPARTMENT OF AVIATION

September 15, 1982

Mr. George P. Grote, Chief
Airports District Office
Federal Aviation Administration
Great Lakes Region
2300 East Devon Avenue
Des Plaines, Illinois 60018

Attention: Mr. John Buehler

Dear Mr. Grote:

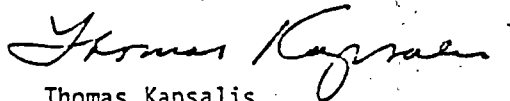
Chicago O'Hare International Airport
ADAP Project No. 6-17-0022-16
Status of Funds

The City of Chicago is able to provide \$9,034,600. as the
Sponsor's share for the above referenced project.

This project is to be completed under the above referenced
grant.

If any further information is necessary, please contact
this office.

Very truly yours,



Thomas Kapsalis
Commissioner

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines and requirements, including Office of Management and Budget Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this federally-assisted project. Also, the applicant gives assurance and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purposes constructed.
4. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the costs of the project, use of space, or functional layout; that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may require.
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General through any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and that the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

SPONSOR ASSURANCES

17. These covenants shall become effective upon acceptance by the Sponsor of an offer of Federal aid for the Project or any portion thereof, made by the FAA and shall constitute a part of the Grant Agreement thus formed. These covenants shall remain in full force and effect throughout the useful life of the facilities developed under this Project, but in any event not to exceed twenty (20) years from the date of said acceptance of an offer of Federal aid for the Project. However, these limitations on the duration of the covenants do not apply to the covenant against exclusive rights. Any breach of these covenants on the part of the Sponsor may result in the suspension or termination of, or refusal to grant Federal assistance under, FAA administered programs, or such other action which may be necessary to enforce the rights of the United States under this agreement.

18. The Sponsor will operate the Airport as such for the use and benefit of the public. In furtherance of this covenant (but without limiting its general applicability and effect), the Sponsor specifically agrees that it will keep the Airport open to all types, kinds, and classes of aeronautical use on fair and reasonable terms without discrimination between such types, kinds, and classes. Provided: That the Sponsor may establish such fair, equal, and not unjustly discriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; And Provided Further, That the Sponsor may prohibit or limit any given type, kind, or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.

19. The Sponsor—

a. Will not grant or permit any exclusive right forbidden by Section 308(a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349(a)) at the Airport, or at any other airport now owned or controlled by it;

b. Agrees that, in furtherance of the policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

c. Agrees that it will terminate any existing exclusive right to engage in the sale of gasoline or oil, or both, granted before July 17, 1962, at such an airport, at the earliest renewal, cancellation, or expiration date applicable to the agreement that established the exclusive right; and

d. Agrees that it will terminate any other exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under the Airport and Airway Development Act.

20. The Sponsor agrees that it will operate the Airport for the use and benefit of the public, on fair and reasonable

terms, and without unjust discrimination. In furtherance of the covenant (but without limiting its general applicability and effect), the Sponsor specifically covenants and agrees:

a. That in its operation and the operation of all facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of any of the facilities provided for the public on the Airport.

b. That in any agreement, contract, lease, or other arrangement under which a right or privilege at the Airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor will insert and enforce provisions requiring the contractor:

(1) to furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service; Provided, That the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. That it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance and repair) that it may choose to perform.

d. In the event the Sponsor itself exercises any of the rights and privileges referred to in subsection b, the services involved will be provided on the same conditions as would apply to the furnishing of such services by contractors or concessionaires of the Sponsor under the provisions of such subsection b.

21. Nothing contained herein shall be construed to prohibit the granting or exercise of an exclusive right for the furnishing of nonaviation products and supplies or any service of a nonaeronautical nature or to obligate the Sponsor to furnish any particular nonaeronautical service at the Airport.

22. The Sponsor will operate and maintain in a safe and serviceable condition the Airport and all facilities thereon and connected therewith which are necessary to serve the aeronautical users of the Airport other than facilities owned or controlled by the United States, and will not permit any activity thereon which would interfere with its use for airport purposes; Provided, That nothing contained herein shall be construed to require that the Airport be operated for aeronautical uses during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance; And Provided Further, That nothing herein shall be construed as requiring the maintenance, repair, restoration or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the Sponsor. In furtherance of this covenant the Sponsor will have in effect at all times arrangements for:

a. Operating the airport's aeronautical facilities whenever required.

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions, and

c. Promptly notifying airmen of any condition affecting aeronautical use of the Airport.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 04-R0209

23. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the Airport, which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Section 77.23, as applied to Section 77.25, Part 77 of the Federal Aviation Regulations. In addition, the Sponsor will not erect or permit the erection of any permanent structure or facility which would interfere materially with the use, operation, or future development of the Airport, in any portion of a runway approach area in which the Sponsor has acquired, or hereafter acquires, property interests permitting it to so control the use made of the surface of the land.

24. Insofar as it is within its power and reasonable, the Sponsor will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, take action to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations including landing and takeoff of aircraft.

25. The Sponsor will keep up to date at all times an airport layout plan of the Airport showing (1) the boundaries of the Airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Sponsor for airport purposes, and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plan and each amendment, revision, or modification thereof, shall be subject to the approval of the FAA, which approval shall be evidenced by the signature of a duly authorized representative of the FAA on the face of the airport layout plan. The Sponsor will not make or permit the making of any changes or alterations in the Airport or any of its facilities other than in conformity with the airport layout plan as so approved by the FAA, if such changes or alterations might adversely affect the safety, utility, or efficiency of the Airport.

26. All facilities of the Airport developed with Federal aid and all those usable for the landing and taking off of aircraft, will be available to the United States at all times, without charge, for use by government aircraft in common with other aircraft, except that if the use by government aircraft is substantial, a reasonable share, proportional to such use, of the cost of operating and maintaining facilities so used, may be charged. Unless otherwise determined by the FAA, or otherwise agreed to by the Sponsor and the using agency, substantial use of an airport by government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the FAA, would unduly interfere with use of the landing area by other authorized aircraft, or during any calendar month that:

a. Five (5) or more government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement and each takeoff as a movement) of government aircraft is 300 or more, or the gross accumulative weight of government aircraft using the Airport

(the total movements of government aircraft multiplied by gross certified weights of such aircraft) is in excess of five million pounds.

27. Whenever so requested by the FAA, the Sponsor will furnish without cost to the Federal Government, for construction, operation, and maintenance of facilities for air traffic control activities, or weather reporting activities and communication activities related to air traffic control, such areas of land or water, or estate therein, or rights in buildings of the Sponsor as the FAA may consider necessary or desirable for construction at Federal expense of space or facilities for such purposes. The approximate amounts of areas and the nature of the property interests and/or rights so required will be set forth in the Grant Agreement relating to the Project. Such areas or any portion thereof will be made available as provided herein within 4 months after receipt of written request from the FAA.

28. The airport operator or owner will maintain a fee and rental structure for the facilities and services being provided the airport users which will make the Airport as self-sustaining as possible under the circumstances existing at the Airport, taking into account such factors as the volume of traffic and economy of collection.

29. The Sponsor will furnish the FAA with such annual or special airport financial and operational reports as may be reasonably requested. Such reports may be submitted on forms furnished by the FAA, or may be submitted in such manner as the Sponsor elects so long as the essential data are furnished. The Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations, and other instruments, will be made available for inspection and audit by the Secretary and the Comptroller General of the United States, or their duly authorized representatives, upon reasonable request. The Sponsor will furnish to the FAA or to the General Accounting Office, upon request, a true copy of any such document.

30. All project accounts and records will be kept in accordance with a standard system of accounting if so prescribed by the Secretary.

31. If at any time it is determined by the FAA that there is any outstanding right or claim of right in or to the Airport property, other than those set forth in Part II, paragraphs 7(a), 7(b), and 7(c), the existence of which creates an undue risk of interference with the operation of the Airport or the performance of the covenants of this Part, the Sponsor will acquire, extinguish, or modify such right or claim of right in a manner acceptable to the FAA.

32. The Sponsor will not enter into any transaction which would operate to deprive it of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency found by the FAA to be eligible under the Act and Regulations to assume such obligations and having the power, authority, and financial resources to carry out all such obligations. If an arrangement is made for management or operation of the Airport by any agency or person other than the Sponsor or an employee of the Sponsor, the Sponsor will reserve sufficient rights and authority to insure that the Airport will be operated and maintained in accordance with the Act, the Regulations, and these covenants.

33. Unless the context otherwise requires, all terms used in these covenants which are defined in the Act and the Regulations shall have the meanings assigned to them therein.



STATE OF ILLINOIS
EXECUTIVE OFFICE OF THE GOVERNOR
BUREAU OF THE BUDGET
SPRINGFIELD 62706
August 27, 1980

Mr. Roger H. Barcus, Chief Engineer
Division of Aeronautics
Capital Airport
One Langhorne Bond Drive
Springfield, Illinois 62706

Dear Mr. Barcus:

RE: Chicago-O'Hare International Airport - Project No. ORD 9020-Comp. Signage
Program-Phase II: Funding: \$1,750,000-USDOT/FAA; \$1,750,000-Applicant
SAI #80 07 16 03

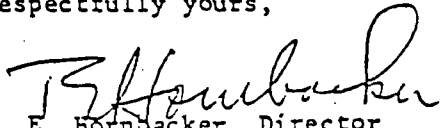
The State Clearinghouse has been notified of the referenced application pursuant to PA 80:1029 and BOB Circular No. 10 and, if applicable, OMB Circular A-95. To the best of our knowledge, the application is consistent with State plans, projects, and policies. This letter certifies that you have complied with the notice of intent phase of the review process and your application is approved for submission to the federal government for funding consideration.

The State Clearinghouse must be immediately notified by your agency when Federal award action is taken on the referenced application. This notification is made by completing Part III of the original SF 424. The State Application Identifier (SAI) assigned to the subject and referenced in this letter must appear in Box 3a of the SF 424 when the notification is made. The SAI must also be provided to the Comptroller on the Receipts Deposit Transmittal (Form C-64) when funds for the referenced subject are deposited in a receipt account.

Unless your agency has a special agreement with the State Clearinghouse for achieving compliance with PA 80:1029, all amendments, revisions, or supplements to the subject application must be submitted to the State Clearinghouse, as provided for in BOB Circular 10.

Thank you for your cooperation.

Respectfully yours,


T. E. Hornbacher, Director
Illinois State Clearinghouse

TEH/mk

cc: Mr. J. P. Dunne
Mr. James E. Sachay
Northeastern Illinois Planning Commission

PROJECT SUMMARY:

NIPC PROJECT NUMBER: 80-054

APPLICANT: Chicago Department of Aviation

SUBJECT: Airports - construction and facilities

CONTACT PERSON: James Sachay, Administrative Engineer - 121 North LaSalle Street - Chicago, Illinois
60602 - (312) 744-4378

FUNDING AGENCY: U. S. Department of Transportation (Federal Aviation Administration)

FUNDING PROGRAM: Airport Development Aid Program

DATE OF SUBMISSION TO NIPC: January 23, 1980 TOTAL PROJECT COST: \$24,650,000

DATE ACCEPTED FOR PROCESSING: February 9, 1980 GRANT REQUESTED: \$17,175,000

PROJECT LOCATION: Chicago (Cook County)

CONSIDERATION OF FOLLOWING PROJECT AT NIPC GOVERNMENTAL SERVICES
COMMITTEE MEETING OF March 26, 1980

IMPROVEMENTS AT CHICAGO-O'HARE INTERNATIONAL AIRPORT.

Proposed improvements include:

- Dredging of Lake O'Hare to facilitate required surface runoff to provide storage capacity for the airport terminal complex - \$2,150,000
- Construction of a 30" water main to existing City water supply to meet the increased potable water requirements and to assure the integrity of the source of water for the airport - \$1,250,000
- Design and reconstruction to the Zemke and Mannheim intersection and widening of a section of Old Mannheim Road adjacent to Parking Lot "D" to assure full four-lane usage and smoother flow of traffic at the north side of O'Hare Field - \$1,000,000
- Replacement of Runway and Taxiway Cable at various locations to increase the electric reliability of cables - \$2,000,000
- Combining of sectional replacement provided with the Phase II overlayment program for runway 14L - 32R to continue the structural integrity of the runway pavement - \$15,750,000
- Rehabilitation of the Interim International Terminal to facilitate passengers' convenience through the Federal Inspection Services (F.I.S.). Improvements will include relocation of existing, plus additional, baggage claim units, modification of F.I.S. facilities, additional T-CAPIS units, and improvement of passenger circulation and space utilization in both enplaning and deplaning facilities - \$2,500,000

NOTIFICATION:

THE FOLLOWING AGENCIES WERE NOTIFIED OF THIS PROJECT ON: February 29, 1980

AGENCY	COMMENTS RECEIVED	AGENCY	COMMENTS RECEIVED
Northwestern Indiana Regional Planning Commission	No Interstate Significance	City of Des Plaines Village of Schiller Park	
Chicago Department of Planning, City and Community Development	3/2 ✓	Village of Bensenville Du Page County Board Chairman	
Cook County Department of Planning and Development	3-14 No comm.	Chicago Area Transportation Study Northwest Municipal Conference	3/24 Comm.
Du Page County Regional Planning Commission	3/21 Comm.	Metropolitan Sanitary District of Greater Chicago	
Chicago Commission on Human Relations Village of Rosemont		Du Page Mayors and Managers Conference	
Village of Franklin Park		Cook County Council of Governments	
Village of Hillside		Leyden-Norwood Municipal League	
Village of Elk Grove Village			
City of Park Ridge			

State Senatorial & Representative Districts: , 5, 40

NIPC Local Service Officers:

NIPC Project No. 80-054

A-95 SUPPLEMENTARY RECOMMENDATIONS

Clearinghouse: Northeastern Illinois Planning Commission

Telephone: (312) 454-0400

Applicant: Chicago Department of Aviation

Federal Catalog Number: _____ Date A-95 Comments

Date of Application: _____ Sent to Applicant: _____

Reviser: John Gann

SUPPORT

Comments:

Information provided by applicant suggests improvements are for maintenance and replacement only and to enhance safety factors rather than to provide for expansion at O'Hare.

Since O'Hare master planning is not yet complete, it would be inappropriate to provide funds at this time for any improvements that would support airport growth. The Commission's support is with the understanding that none of the subject funds support airport growth.

SUPPORT ONLY WITH CONDITIONS

Conditions:

DO NOT SUPPORT

Comments:

NO COMMENT



STATE OF ILLINOIS
OFFICE OF THE GOVERNOR
SPRINGFIELD 62706

JAMES R. THOMPSON
GOVERNOR

December 20, 1977

E 2452

Received on: 12-23-77
Issued on: _____
Assigned to: JES
Att.: JES
Copies to: JFC

Mr. James F. Sackay
City of Chicago
Department of Aviation
111 North LaSalle Street
Chicago, IL 60602

Dear Mr. Sackay:

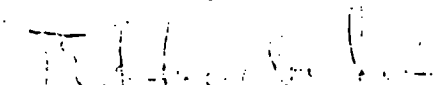
RE: See Attached Listing

The Illinois State Clearinghouse has completed the review of the referenced project in accordance with the Office of Management and Budget Circular A-95, revised. Representatives of all State agencies whose activities might be affected by the proposed project have been provided an opportunity to review this proposal. The review indicates that the proposal is consistent with State agency plans, policies, and priorities.

This letter must accompany the application to the funding agency and will remain valid for one year. If the scope or impact of the proposal changes significantly before submission or if continuation or augmentation of the grant is desired, you are required to submit a revised Standard Form 424 for Clearinghouse review. It should be understood that the final authority for approval of this grant request rests with the funding agency. This letter is to inform you and the funding agency that the A-95 review procedure has been completed and the proposal is consistent with State plans and policies.

Thank you for your cooperation.

Respectfully yours,


T. E. Korubacher, Director
Illinois State Clearinghouse

Attachment
cc: Northeastern Ill. Planning Commission

ATTACHMENT

<u>SAI Number</u>	<u>Title</u>	<u>Fed. Grant</u>	<u>Funds State Match</u>	<u>Local Match</u>
77 10 28 04	Chicago-O'Hare International Airport, ORD5034	\$1,539,000		\$513,000
77 10 28 05	Chicago-O'Hare International Airport, ORD7138	\$1,837,500		\$612,500
77 10 28 06	Chicago-O'Hare International Airport, ORD7139	\$1,807,500		\$602,500
77 10 28 07	Chicago-O'Hare International Airport, ORD7191	\$1,282,500		\$427,500
77 10 28 08	Chicago-O'Hare International Airport, ORD6035	\$1,141,697.50		\$380,362.50
77 10 28 09	Chicago-O'Hare International Airport, ORD7190	\$1,068,750		\$356,250
77 10 28 10	Chicago-O'Hare International Airport, ORD7037	\$ 513,000		\$171,000
77 10 28 11	Chicago-O'Hare International Airport, Merrill C. Meigs Field, CGX 7003 Erosion Control Phase II	\$5,130,000	\$235,000	\$235,000
77 10 28 12	Chicago-O'Hare International Airport, ORD6028	\$1,282,500		\$427,500

DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 GREAT LAKES REGION

STANDARD DOT TITLE VI ASSURANCES
 AIRPORT DEVELOPMENT-AID PROGRAM

The City of Chicago (hereinafter referred to as the "sponsor") HEREBY AGREES
 (Name of Sponsor)

THAT as a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives Federal financial assistance from the Department of Transportation including the Federal Aviation Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation, subsection 21.7(a)(1).

More specifically and without limiting the above general assurance, the sponsor hereby gives the following specific assurances with respect to ADAP Project No. 6-17-0022-16.

1. That the sponsor agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.

2. That the sponsor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with ADAP Project No. 6-17-0022-16 and, in adapted form in all proposals for negotiated agreements:

The City of Chicago, in accordance with Title VI of the Civil
 (Name of Sponsor)

Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. That the sponsor shall insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

4. That where the sponsor receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

5. That where the sponsor receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

6. That the sponsor shall include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties: (a) for the subsequent transfer of real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the said Airport Development Aid Program.

7. That this assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

8. The sponsor shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

9. The sponsor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the sponsor by the Department of Transportation under the Airport Development Aid Program of the Federal Aviation Administration and is binding on it, contractors, subcontractors, transferees, successors in interest and other participants in the ADAP Project No 6-17-0022-16. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

DATED September 17, 1982

City of Chicago

(Sponsor)

by Thomas Kapsalis
(Signature of Authorized Official)

Thomas Kapsalis
Commissioner of Aviation

Attachments 1 and 2

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the Federal Aviation Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to--
 - a. withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(Attachment 1)

ATTACHMENT 2

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the City of Chicago pursuant to the provisions of Assurance 6(a).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)

shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago
(Name of Sponsor)

shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago
(Name of Sponsor)

and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by City of Chicago pursuant to the provisions of Assurance 6(b).
(Name of Sponsor)

The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 the benefits of, or be otherwise 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 the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago

(Name of Sponsor)

shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds.)*

That in the event of breach of any of the above nondiscrimination covenants, City of Chicago

(Name of Sponsor)

shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of City of Chicago

(Name of Sponsor)

and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

(Continued from page 13102)

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

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

[Application for federal assistance printed on pages 13130 thru 13135 of this Journal]

**Acceptance of Offer Authorized Between IDOT and City
for Widening of Corner at W. 63rd St.
and S. Cicero Av.**

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

WHEREAS, The Illinois Department of Transportation is engaged in the widening of certain arterial streets in the City of Chicago; and

WHEREAS, An area abutting Midway Airport is involved in said program, and the City is desirous of cooperating with the Illinois Department of Transportation in such effort; now, therefore,

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

SECTION 1. The following described area be opened for street widening purposes:

That part of the Southeast 1/4 of Section 16, Township 38 North, Range 13 East of the Third Principal Meridian, Cook County, Illinois, described as follows:

Beginning at the southeast corner of said Section 16; thence westerly along the south line of said Section 16 for a distance of 567.0 feet; thence northerly perpendicular to said south line, 33.0 feet to the north line of 63rd Street; thence northeasterly 225.22 feet to a line parallel with and 43.0 feet normally distant northerly of said south line of Section 16; thence easterly along the last described parallel line, 225.0 feet; thence northeasterly 52.20 feet to a point on the west line of Cicero Avenue distant 58.0 feet normally distant northerly of the said south line of Section 16; thence easterly parallel with said south line 67.0 feet to the east line of said Section 16; thence southerly along said east line, 58.0 feet to the point of beginning. (Except the east 67.0 feet thereof dedicated for Cicero Avenue) and (except the south 33.0 feet thereof lying west of the east 67.0 feet heretofore dedicated for 63rd Street).

SECTION 2. That the offer of the Illinois Department of Transportation to pay the sum of \$9,650.00 to cover the cost of moving and reconstructing 65 lineal feet of chain link fence and 65 lineal feet of wooden blast fence at said site is approved.

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

(Continued on page 13136)

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	a. NUMBER 6-17-0025-07	3. STATE APPLICATION IDENTIFIER	a. NUMBER
1. TYPE OF ACTION (Mark appropriate box) <input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input type="checkbox"/> REPORT OF FEDERAL ACTION		b. DATE Year month day 19 82 8 31	b. DATE Year month day ASSIGNED 19		
4. LEGAL APPLICANT/RECIPIENT			5. FEDERAL EMPLOYER IDENTIFICATION NO. 36-600-5820		
a. Applicant Name : City of Chicago b. Organization Unit : Dept. of Aviation c. Street/P.O. Box : Room 1111 - City Hall d. City : Chicago e. County : Cook f. State : Illinois g. ZIP Code : 60602 h. Contact Person (Name & telephone No.) : Thomas Kapsalis			6. PROJ. CRAW (From Federal Catalog) a. NUMBER 2 0 1 0 2 b. TITLE Airport Development Aid Program		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT			8. TYPE OF APPLICANT/RECIPIENT		
Chicago Midway Airport - Acquire Avigation Easements and for Reimbursement for Land Previously Acquired			A-State B-Interstate C-Substate District D-County E-City F-Special District G-Special Purpose District H-Community Action Agency I-Higher Educational Institution J-Indian Tribe K-Other (Specify):		
9. TYPE OF ASSISTANCE			9. TYPE OF ASSISTANCE		
A-Basic Grant B-Supplemental Grant C-Loan D-Insurance E-Other			Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		
10. AREA OF PROJECT IMPACT (Names of cities, counties, States, etc.)		11. ESTIMATED NUMBER OF PERSONS BENEFITING		12. TYPE OF APPLICATION	
Chicago, Cook, DuPage & Will, Illinois		6,000,000		A-New B-Renewal C-Revision D-Continuation E-Augmentation	
13. PROPOSED FUNDING		14. CONGRESSIONAL DISTRICTS OF:		15. TYPE OF CHANGE (For 12a or 12c)	
a. FEDERAL	\$ 517,500 .00	a. APPLICANT	b. PROJECT	A-Increase Dollars B-Decrease Dollars C-Increase Duration D-Decrease Duration E-Cancellation F-Other (Specify):	
b. APPLICANT	28,750 .00	City-wide			
c. STATE	28,750 .00	15. PROJECT START DATE Year month day	17. PROJECT DURATION Months	Enter appropriate letter(s) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
d. LOCAL	.00	19			
e. OTHER	.00	16. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY Year month day			
f. TOTAL	\$ 575,000 .00	19 82 9 1		19. EXISTING FEDERAL IDENTIFICATION NUMBER	
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)			21. REMARKS ADDED		
FAA, Chicago ADO, 2300 E. Devon Ave., Des Plaines, IL 60013			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
22. THE APPLICANT CERTIFIES THAT		a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by OMB Circular A-35 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached:		No response attached <input type="checkbox"/> <input type="checkbox"/>	
		(1) State Clearinghouse		<input type="checkbox"/> <input type="checkbox"/>	
		(2) (see Pre-application)		<input type="checkbox"/> <input type="checkbox"/>	
		(3)		<input type="checkbox"/> <input type="checkbox"/>	
23. CERTIFYING REPRESENTATIVE		a. TYPED NAME AND TITLE		b. SIGNATURE	
		Thomas Kapsalis Commissioner of Aviation		<i>Thomas Kapsalis</i>	
		c. DATE SIGNED Year month day		19	
24. AGENCY NAME			25. APPLICATION RECEIVED Year month day		
			19		
26. ORGANIZATIONAL UNIT			27. ADMINISTRATIVE OFFICE		
28. FEDERAL APPLICATION IDENTIFICATION			29. FEDERAL GRANT IDENTIFICATION		
31. ACTION TAKEN		32. FUNDING		33. ACTION DATE Year month day	
<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		a. FEDERAL \$.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$.00		19	
				34. STARTING DATE Year month day	
				19	
				35. ENDING DATE Year month day	
				19	
				36. REMARKS ADDED	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	
37. FEDERAL AGENCY A-35 ACTION		a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-35, it has been or is being made.		b. FEDERAL AGENCY A-35 OFFICIAL (Name and telephone no.)	

SECTION I - APPLICANT/RECIPIENT DATA

SECTION II - CERTIFICATION

SECTION III - FEDERAL AGENCY ACTION

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 80-RO 195

PART II

PROJECT APPROVAL INFORMATION

Item 1.

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

Name of Governing Body _____ Priority Rating _____

Item 2.

Does this assistance request require State, or local advisory, educational or health clearances? Yes No (Attach Documentation)

Name of Agency or Board _____

Item 3.

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

(Attach Comments) State Clearinghouse (See pre-application)

Item 4.

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

Name of Approving Agency _____ Date _____

Item 5.

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

Check one: State Local Regional Division of Planning Location of Plan _____

Item 6.

Will the assistance requested serve a Federal installation? Yes No

Name of Federal Installation _____ Federal Population benefiting from Project _____

Item 7.

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

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

Item 8.

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

See instructions for additional information to be provided.

Item 9.

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

Number of: Individuals _____ Families _____ Businesses _____ Farms _____

Item 10.

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

See instructions for additional information to be provided.

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 90-R0166

PART III - BUDGET INFORMATION

SECTION A - BUDGET SUMMARY

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. ADAP	20-102	\$	\$	\$ 517,500	\$ 57,500	\$ 575,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	- Grant Program, Function or Activity				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual Land & Easements	558,900				
g. Construction					
h. Other Adm. & Contingency	16,100				
i. Total Direct Charges					
j. Indirect Charges					
k. TOTALS	\$ 575,000	\$	\$	\$	\$
7. Program Income	\$	\$	\$	\$	\$

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 50-10486

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(L) APPLICANT	(c) STATE	(H) OTHER SOURCES	(e) TOTALS
8 ADAP	\$ 28,750	\$ 28,750	\$ - 0 -	\$ 57,500
9				
10				
11				
12 TOTALS	\$	\$	\$	\$

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	\$ 517,500	\$ 405,000	\$ 112,500	\$	\$
14 Non-Federal	57,500	45,000	12,500		
15 TOTAL	\$ 575,000	\$ 450,000	\$ 125,000	\$	\$

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

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION

(Attach additional Sheets If Necessary)

21 Direct Charges:

22 Indirect Charges:

23. Remarks:

PART IV PROGRAM NARRATIVE (Attach per instruction)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

PART V

ASSURANCES

The Applicant hereby assures and certifies that he will comply with the regulations, policies, guidelines, and requirements including OMB Circulars Nos. A-87, A-95, and A-102, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also the Applicant assures and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 38-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary purpose of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the grantor agency or the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circular No. A-102.

CHICAGO MIDWAY AIRPORT
 AVIGATIONAL AND GROUND ACCESS EASEMENTS
 AND REIMBURSEMENT FOR LAND ACQUIRED

1. ACQUIRE AVIGATIONAL AND GROUND ACCESS EASEMENTS

Runway 13R		
142,000 S.F. X .66¢	=	\$ 93,700
Runway 31L		
23,000 S.F. X .66¢	=	15,200
		\$108,900
	+ 15% ^{1/}	16,100
		<u>\$125,000</u>

2. REIMBURSEMENT FOR LAND ACQUIRED BETWEEN 1947-1961
 TO RELOCATE CICERO AVENUE

Amount Paid by City		\$450,000
		<u>\$575,000</u>
		x.90%
Federal Share		\$517,500
State Share at 5%		28,750

1/ Administration and contingency.

(Continued from page 13129)

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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

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

**Execution of License Agreement Authorized with United Airlines, Inc.
for Fuel Satellite Facility Located at Chicago-O'Hare
International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a license agreement with United Airlines, Inc., for a fuel satellite facility located 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Mayor, subject to attestation by the City Clerk, approval by the Commissioner of Aviation and the City Comptroller, and by the Corporation Counsel as to form and legality, is authorized to execute in behalf of the City of Chicago an agreement with United Airlines, Inc., for premises at Chicago-O'Hare International Airport, said agreement to be in the following form:

This Agreement made this _____ day of _____ A.D. 19____, by and between the CITY OF CHICAGO, a municipal corporation of the State of Illinois, hereinafter called "Landlord" and UNITED AIRLINES, INC. a corporation organized and existing by virtue of the laws of the State of Delaware hereinafter called "Tenant".

WITNESSETH:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Chicago-O'Hare International Airport, hereinafter called "Airport" in the City of Chicago, Counties of Cook and DuPage, State of Illinois.

This agreement shall consist of three parts:

- Part I General Conditions
- Part II Special Conditions numbered 1 to 5
- Part III Exhibits and Attachments A-2 of 2 all constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other inferences, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I - General Conditions

Article I

Restrictions of Certain Federal, State and Municipal Statutes and Agreements

This agreement shall be subject and subordinate to:

A. Any existing or future Federal or State statute or any existing or future lease or agreement between Landlord and the United States or the State of Illinois relative to the development, construction, operation, maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal or State funds for the development, construction, operation, or maintenance of said Airport.

B. If premises situated at:

1. Chicago-O'Hare International Airport, the provisions of a deed from the United States to the City of Chicago appearing as Document No. 13747964, recorded on March 22, 1946, a release executed by the United States in favor of the City of Chicago as Document No. 17260008, recorded on July 15, 1958, a deed from the United States to the City of Chicago appearing as Document No. 17966152, recorded on September, 16, 1960, and a release executed by the United States in favor of the City of Chicago, as Document No. 18246321, recorded on August 14, 1961, all in the office of the Recorder of Deeds, Cook County, Illinois.

2. Chicago Midway Airport, pursuant to an ordinance adopted by the City Council of the City of Chicago on August 19, 1981, the provisions of a deed from the Board of Education of the City of Chicago to the City of Chicago, dated February 24, 1982, appearing as Document No. 26154762 and recorded on February 25, 1982, in the office of the Recorder of Deeds, Cook County, Illinois.

3. Merrill C. Meigs Field, the provisions of a lease authorized October 1, 1946, as amended, by and between the City of Chicago and the Chicago Park District, under which lease the City of Chicago holds and operates said Airport.

C. Other existing agreements and leases between Landlord and the United States and any and all future releases, deeds, leases, and agreements hereafter granted or entered into by and between the United States and the City of Chicago with reference to the conveyance by the United States to the City of Chicago of any real or personal property under any existing or future Federal statutes authorizing the conveyance of such property by the Federal Government to the City for airport purposes.

The right of Landlord to further develop, improve, maintain, modify and repair the landing area, the Terminal Buildings and other buildings and appurtenances on the Airports, as it so sees fit, regardless of the desires or views of the Tenant and without interference or hindrance by the Tenant.

*Article II**Assignment or Transfer, Subleasing and
Independence of Agreement*

The Tenant shall not, without prior written approval of Landlord, assign or transfer this agreement, nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein.

Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Merrill C. Meigs Field, Chicago Midway Airport, Chicago-O'Hare International Airport, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Airports and facilities located thereon, be they demised to others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and only in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Tenant as the agent or representative of the Landlord for any purpose or in any manner whatsoever.

*Article III**Acceptance of Physical Condition
of Premises*

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

*Article IV**Alteration of Premises*

Tenant shall not attach, affix, or permit to be attached or affixed upon the premises, or if so attached or affixed, relocate, replace, alter or modify, without the consent in writing in each instance of the Commissioner of Aviation (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aeriels, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and, if then approved, may incorporate all or part thereof within this agreement as attachments thereto.

*Article V**Tenant Maintenance*

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall yield the same back to Landlord upon the termination of this agreement

in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privileges or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI

Indemnity Fees, Charges and Taxes

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenants shall assume all risks incident to or in connection with, the business to be conducted hereunder and shall be solely responsible or where applicable under Article II above, jointly and severally responsible, for all accidents or injuries of whatever nature or kind to persons or property caused by its operations at said Airport and shall indemnify, defend and save harmless the Landlord, its authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from Landlord's acts, omission or neglect in the maintenance and operation of the Airport facilities.

Article VII

Insurance Required of Tenant

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible and reputable insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Loss of Rents, Fire and Extended Coverage, Workmen's Compensation, Scaffolding Act, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies or endorsements thereto shall in all cases where possible name Landlord as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenants shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

Tenant expressly understands and agrees that any insurance protection furnished by Tenant hereunder shall in no way limit its responsibility to indemnify and save harmless Landlord under the provisions of Article VI of this agreement.

*Article VIII**Damage to, or Destruction of Premises*

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other natural casualty or natural disaster, the same may be promptly repaired or rebuilt by Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant pursuant to this agreement.

Provided, however, that Landlord may elect at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

*Article IX**Access, Ingress, Egress and Inspection
Mode of Operation and Personnel*

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Airport and the public.

Operations to be conducted by the Tenant under this Agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Airport, and shall be further subject in the case of operations at Chicago-O'Hare International Airport, to the provisions of paragraph 4, Article XI of that certain agreement entitled "Airport Use Agreement" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related agreements as may be pertinent as entered into between the City and the Scheduled Airlines governing use and operation of Chicago-O'Hare International Airport.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Airport who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Airport.

*Article X**Non-Recording*

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit in any way or manner referring hereto, be filed in the office of the Recorder of Deeds of Cook or DuPage Counties, Illinois, or in any other public office, by Tenant or anyone acting for Tenant and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of the Landlord, be and become absolutely null and void and Landlord may declare such filing a breach of this agreement.

*Article XI**Default Confession of Judgment*

Tenant knowingly, willingly, and voluntarily acknowledges that, if Tenant shall vacate or abandon premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in the case of the non-payment of the rent and charges reserved hereby or any part thereof or of the breach of any covenant contained in this agreement, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate.

Upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof.

Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise contained in said agreement, to be performed by Tenant.

Tenant hereby waives all notices of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default to be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided Tenant does hereby irrevocably constitute any attorney of any Court of Record in this State attorney for it and, in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or if any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the cost of such proceedings and for said purpose to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof.

Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure payment of all monies due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraphs hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejection, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises.

The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII

Laws, Ordinances, Rules and Regulations

Tenant shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, Counties of Cook and DuPage, City of Chicago and all agencies thereof, which may be applicable to its operations or to the operation, management, maintenance or administration of the Airport, now in effect or hereafter promulgated.

Article XIII

Peaceful Possession

Tenant, upon performing the covenants, conditions and agreements herein contained, shall and may peacefully have, hold, and enjoy the premises and privileges hereinafter granted.

Article XIV

Services and Charges

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV

Performance Bond

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

Article XVI

Equal Opportunity

Tenant, 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.

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

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964-1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.*; The Age Discrimination Act of 1975, 42 U.S.C. 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., Chap. 48 881-887 inclusive; July 28, 1961, Ill. Rev. Stat., Chap. 38, 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Chap. 48, 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Chap. 29, 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 Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A.

To demonstrate compliance, Tenant 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 Aid Program of the Federal Aviation Administration, and thereby involves activity which serves the public.

Tenant, 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 Tenant 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

Tenant 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 participating in any employment activities covered in 14 CFR Part 152, Subpart E. Tenant assures that no person shall be excluded on these grounds from participating

in or receiving the services or benefits of any program or activity covered by this subpart. Tenant assures that it will require that its covered suborganizations provide assurances to Tenant 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.

Article XVII

Prevailing Wage Scale

Tenant shall pay, or cause to be paid, wages not less than those determined to be prevailing in this locality pursuant to the provisions of 29 C.F.R. Parts 4 and 5, as amended or as may otherwise have been determining to be prevailing in this locality pursuant to the provisions of Ch. 48, Sections 39s-1 to 39s-12 inclusive Ill. Rev. Stat. 1977, whichever is pertinent.

Article XVIII

Conformity with Illinois Law

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX

Notices

Notices to the Landlord provided for herein may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois, 60602, and notices to Tenant provided for herein may be sent by registered mail, postage prepaid, addressed to Tenant at Mr. Richard Street, United Airlines, P.O. Box 66100, Chicago, Illinois, 60666 or in either case to such other respective parties and addresses as the parties hereto may designate in writing from time to time and such notices shall be deemed to have been given when so sent.

Special Conditions

1. Premises

Tenant, for and in consideration of the covenants and agreements herein mentioned, to be kept and performed by both parties hereto, does hereby demise to Lessee, the premises designated as follows:

Fuel Satellite No. 8 consisting of underground aviation fuel tanks and related pumping equipment known in the Fueling System Lease as a Satellite Area. Adjacent to the Satellite Area is an asphalt surfaced area improved by concrete curbs and lighting known in the Fueling System Lease as a Truck Fuel Stand. The Satellite Area measures 5,143 square feet. The Satellite Area and the Truck Fuel Stand are hereinafter collectively referred to as "demised premises".

2. Purpose

The demised premises shall be used exclusively by Tenant in connection with its business of air transportation and for no other purpose whatsoever.

3. Term

The term of this agreement shall be five (5) years commencing _____, 19__, the date of City Council authorization and expiring _____, 19__. Tenant shall have the option to extend this lease for two (2) additional terms of five (5) years each upon the terms and conditions herein set forth by giving Landlord six (6) months prior to the expiration of the then current term. Upon receipt of such formal notification Landlord shall commission an appraisal of the demised premises as the basis for the option period rental. It is understood and agrees that, notwithstanding the above term, either party may cancel this agreement upon sixty (60) days notice to the other party of its election so to do.

4. Rental

Tenant shall pay Lessor, at the office of the Comptroller, for such use and occupancy, the sum of One Thousand Seven Hundred Thirty and no/100 (\$1,730.00) Dollars per annum, payable in advance in monthly installments of One Hundred Forty-four and 17/100 (\$144.17) Dollars on the first day of each month during the term of this lease. If any rental hereunder commences after the first day or terminates prior to the last day of any month, such rental for such month shall be determined on a pro-rata basis according to the number of days of such month involved.

5. Assignment or Transfer and Subleasing of Premises

Tenant shall not, without prior approval of City, assign or transfer this agreement, nor any share, part or interest therein, nor any rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by another airline or air freight handler.

Execution of this agreement authorized by ordinance of the City Council of the City of Chicago passed _____, 19__ (C.J.P. pp. _____).

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

[Signature forms omitted for printing purposes]

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

[Exhibit "A" attached to this ordinance printed on pages 13146 thru 13147 of this Journal]

**Sublease Agreement Authorized from Continental Airlines, Inc.
to Eastern Airlines, Inc. for Cargo Building Space at
Chicago-O'Hare International Airport.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a sublease agreement from Continental Airlines, Inc. to Eastern Airlines Inc., for cargo building space 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--50.

Nays--None.

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

(Continued on page 13148)

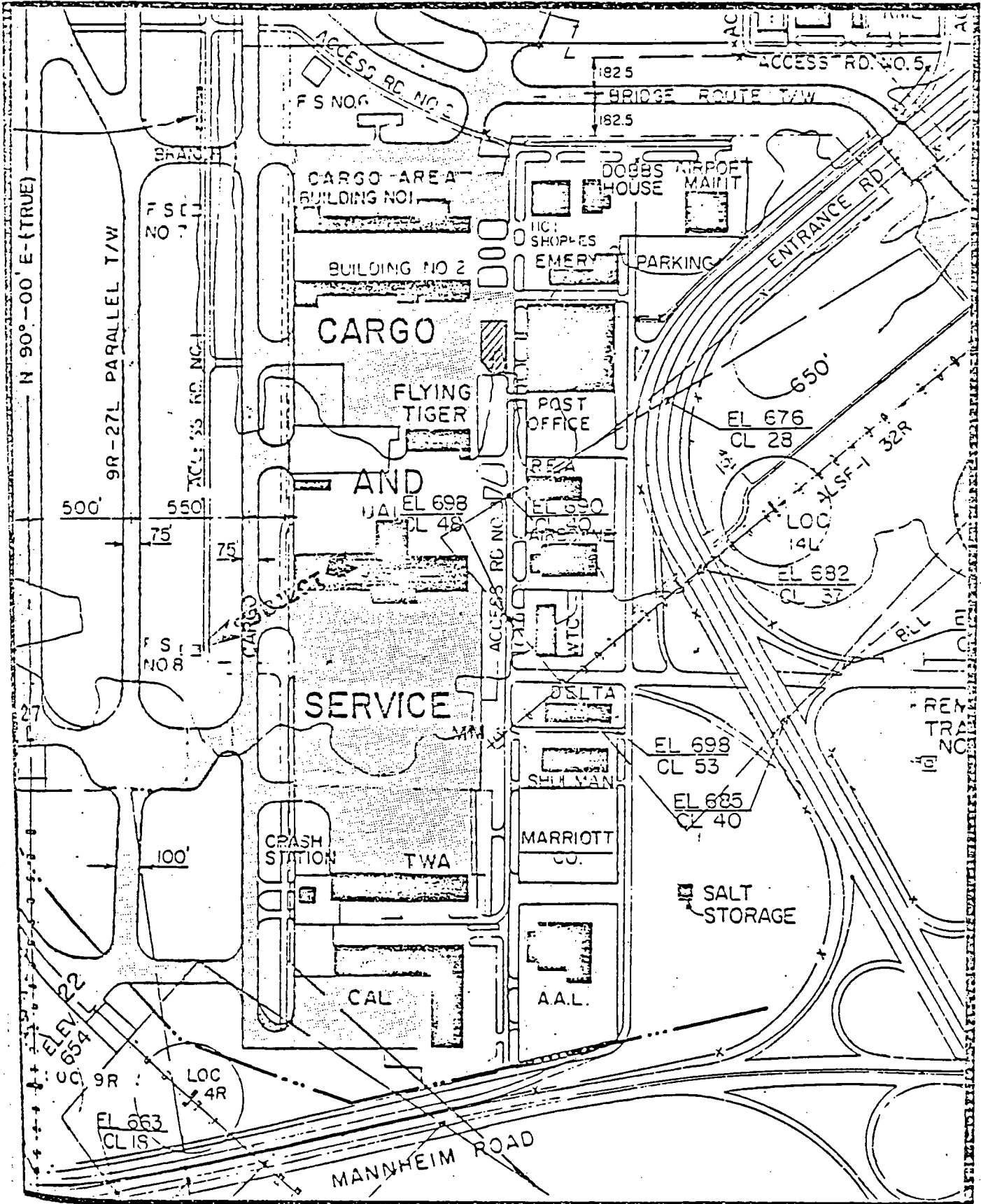
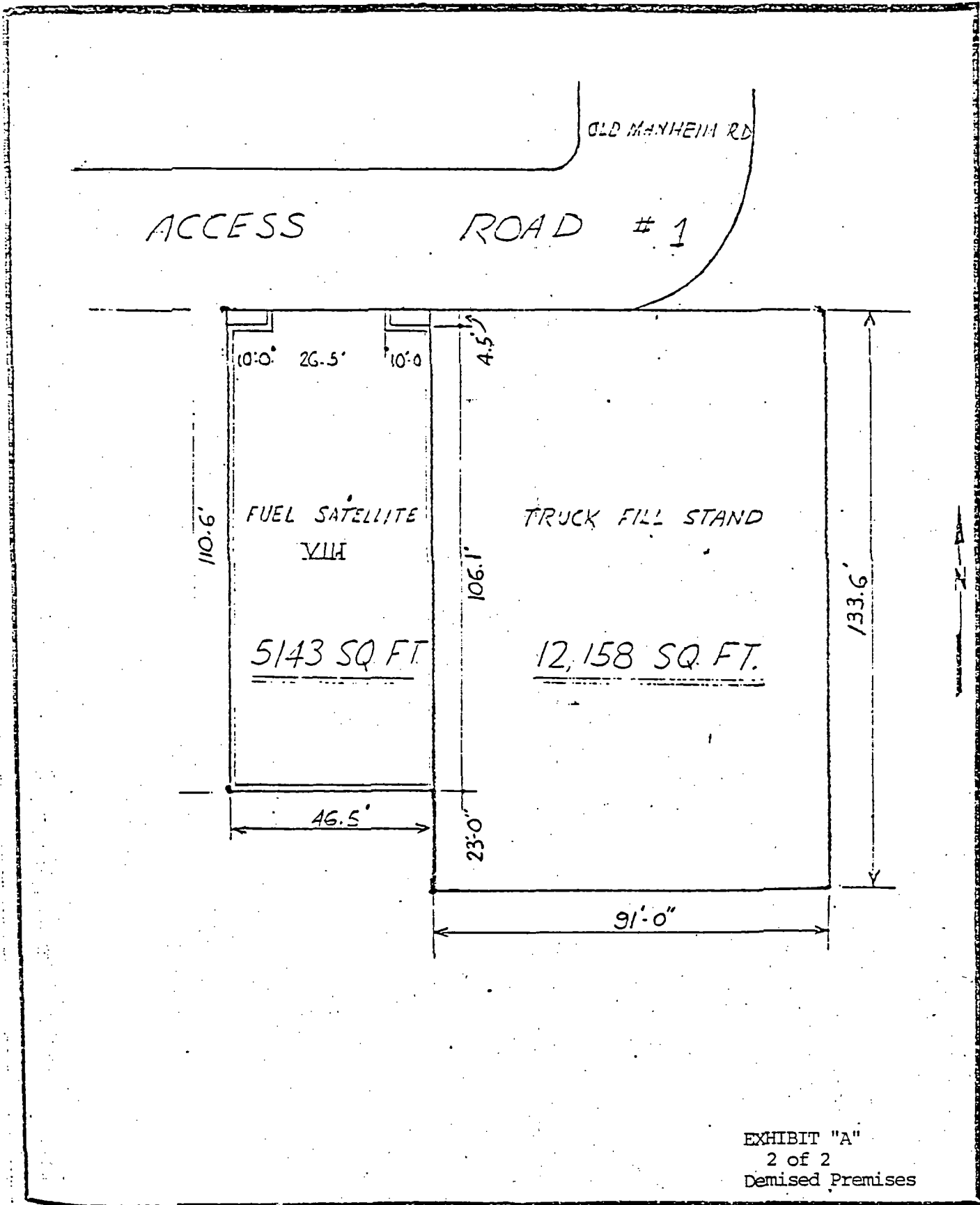


EXHIBIT "A"
 1 of 2
 Cargo Area Layout

Plot Plan



(Continued from page 13145)

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute a Consent to the attached sublease agreement between Continental Airlines, Inc. and Eastern Airlines, Inc., for the sublease of certain premises at Chicago-O'Hare International Airport, said sublease agreement to be in the following form:

This Sublease Agreement is made as of August 14, 1981 by and between Continental Airlines, Inc., a Nevada corporation, (hereinafter called "Continental"), and Eastern Airlines, Inc., a Delaware corporation, (hereinafter called the "Tenant").

Whereas, Continental is a party to that certain Airport Use Agreement dated January 1, 1959, with the City of Chicago, Illinois, (hereinafter called the "City") relating to the O'Hare International Airport, Chicago, Illinois (hereinafter called the "Airport"); and

Whereas, Continental has leased from the City, under an agreement dated August 25, 1966, which is hereinafter called the "Basic Lease", an area of land consisting of approximately 11.873 acres located on the Airport at the easterly portion of the cargo area and shown as outlined in red on Exhibit "A" attached hereto and made a part hereof for all purposes, which area of land is hereinafter called the "Cargo Site", and

Whereas, Continental has constructed on the Cargo Site an air cargo building containing approximately 315,000 square feet of space together with related cargo ramp aprons, docks, and other facilities in accordance with certain plans and specifications which have been approved by the City, which air cargo building and other improvements are hereinafter called the "Continental Air Cargo Facility", as shown on Exhibit "B" attached hereto and made a part hereof for all purposes; and

Whereas, Continental has agreed to employ its best efforts to obtain an extension of the term of the Basic Lease for an additional ten (10) year period subject to the provisions of the Basic Lease; and

Whereas, Tenant has subleased space in the Continental Air Cargo Facility from Continental in the past and desires to continue to sublease such space and to occupy and use the same in accordance with the covenants, terms, and conditions set forth herein in consideration of Continental's efforts to seek a ten (10) year extension of the term of the Basic Lease and if such lease extension is obtained, to thereupon offer Tenant an option to extend this Sublease Agreement for the term of such ten (10) year extension.

Now, Therefore, in consideration of these presents, and the promises, covenants, and agreements contained herein, the parties hereto do hereby agree as follows:

1. Description of Space.

Continental, for and in consideration of the promises, covenants, and agreements herein contained and made on the part of the Tenant, does hereby demise and sublease unto the Tenant the following space located in the Continental Air Cargo Facility:

A. For the exclusive use of the Tenant, the following space:

Approximately 27,000 square feet of apron level warehouse space;

Approximately 27,000 square feet of basement warehouse space;

Approximately 5,000 square feet of mezzanine space;

which space is hereinafter called the "Exclusive Space" and is more particularly described as outlined in red on Exhibit "C" attached hereto and made a part hereof for all purposes; and

- B. For use in common with all other occupants of the Continental Air Cargo Facility, the space hereinafter called the "Common Space" which shall include the aircraft taxiways, the aircraft ramp area, the truck road and dock area, and the employee and customer parking areas, all of which is more particularly described as outlined in green on Exhibit "B" attached hereto.

The Exclusive Space together with the Common Space are sometimes hereinafter collectively called the "Leased Space".

To have and to hold the Leased Space during the term hereof, subject to the covenants and restrictions contained herein, for the purpose of handling air cargo and operating an air cargo terminal as described in paragraph 2 of the Sublease Agreement.

It is understood that Continental has subleased space in the Continental Air Cargo Facility to others in the past and may continue to do so. The obligations of the Tenant and the other sublessees shall be several and not joint, and Tenant shall not be responsible for any acts or omissions of the other sublessees.

2. Use.

Tenant shall use the Leased Space and the other rights and privileges granted hereunder, subject to rules and regulations promulgated by the City, for air cargo terminal purposes and purposes reasonably necessary or convenient in connection therewith, including but not limited to the following:

- A. The receiving, delivery, dispatching, processing, handling, and storing of air cargo, express mail, and other property.
- B. The loading and unloading upon the Leased Space of property, cargo, and mail upon or from aircraft (including exclusive freight or cargo flights) by such means as may be necessary or convenient, and the exercise of all rights and privileges upon and with respect to the Leased Space and with respect to the cargo ramp areas at the Airport available for common use which are granted to the Tenant under an agreement with the City substantially the same as the Airport Use Agreement (to which reference is above made).
- C. The loading, unloading, and parking of automobiles and trucks for use only by employees of the Tenant and invitees of the Tenant having business at the Continental Air Cargo Facility.
- D. The maintenance and operation of the facilities and equipment located upon the Exclusive Space and facilities and equipment owned by the Tenant and located upon the Common Space.

3. Term.

This Sublease Agreement shall commence as of August 14, 1978 and, unless sooner terminated as hereinafter provided, shall end on the thirtieth (30th) day of November, 1987 subject to extension in accordance with paragraph 5 below.

4. Rental.

During the term hereof the Tenant shall pay unto Continental as and for rental for the space subleased hereunder, the sum of \$ _____ Dollars, payable at the rate of \$216,800 P/A in equal monthly installments of \$18,066.67 payable in advance on the first day of each and every calendar month during the term hereof, commencing on the first day of the term hereof as established in

accordance with paragraph 3 hereof. If the term hereof shall commence or terminate on a day other than the first calendar day of the month, then the rent for such month shall be prorated for such fractional month.

The rental shall be due upon receipt of invoice and shall be payable at the offices of Continental, Los Angeles International Airport, Los Angeles, California 90009, or at such other place as Continental shall, from time to time, designate by notice. Any rental or other sum due and payable by Tenant hereunder which is not paid when due shall bear interest at the rate of seven percent (7%) per annum from the due date thereof until paid.

Tenant shall pay to Continental immediately upon the execution of this Sublease Agreement the sum of \$ see Note 1 , which sum constitutes the difference between the amount Tenant has paid to Continental for Tenant's use and enjoyment of the Leased Space from and after the date of this Sublease Agreement and the amount now due and owing from Tenant to Continental as rental under the terms of this Sublease Agreement.

5. Basic Lease Extension and Option to Extend Sublease Agreement.

A. Continental shall promptly seek a ten (10) year extension to the Basic Lease on terms satisfactory to it. The grant of such an extension by the City shall not affect the terms of this Sublease Agreement, but shall constitute a condition precedent to Continental's obligation to grant to Tenant the option to extend this Sublease Agreement as hereinbelow described. Continental shall have the sole right to determine whether it is satisfied or dissatisfied with the terms of the Basic Lease extension according to its own subjective standards, regardless of objective criteria or the opinion of others.

B. If City grants and Continental accepts one or more extension(s) of the Basic Lease, Tenant shall have an option to extend this Sublease Agreement for the term of such extension(s) of the Basic Lease for a period of up to ten (10) years. Such renewal option(s) shall be for not less than the entire Leased Space on all of the terms and provisions of this Sublease Agreement and the Basic Lease, as amended to include the option(s) to extend, provided (i) Tenant shall have no other right to extend the term of the Sublease Agreement beyond ten (10) years of the extended term(s), and (ii) Continental's and Tenant's rental and financial obligations with respect to such Basic Lease and this Sublease Agreement during the extended term of this Sublease Agreement shall be as provided in subparagraph C below. Tenant shall exercise its option to extend this Sublease Agreement by giving Continental notice of intent to do so ninety (90) days after receipt of notice from Continental of the grant of the extension(s) of the Basic Lease by the City which notice shall be given by Continental within sixty (60) days after Continental receives notice of the grant of such extension(s) by the City; provided, however, that if Tenant is in default at the date of the giving of such option notice(s), or this Sublease Agreement is not otherwise in full force and effect, the option notice(s) shall be totally ineffective or, if Tenant is in default on the date as of which the extended term(s) is to commence, such extended term(s) shall not commence and this Sublease Agreement shall expire at the end of the term then in effect.

C. During the extended term(s) of this Sublease Agreement, if any, Tenant shall not pay to Continental the rentals set forth in paragraph 4 hereof or the tax and insurance assessment set forth in paragraph 6 hereof, but shall pay to Continental, for the Sublease Agreement and use of the Leased Space, facilities, and rights subleased hereunder, Tenant's "pro-rata share" of the following Continental Air Cargo Facility rentals, fees, costs, and charges (hereinafter collectively referred to as the "Use and Operating Costs").

(Note 1) To be computed effective date of execution by review of payments tendered by EAL and balance owed to the annual rate of \$216,800 from August 14, 1978 to the date of execution of this Sublease.

- (1) The term "pro-rata share" to be paid by Tenant shall be deemed to mean the product derived by multiplying the total Continental Air Cargo Facility Use and Operating Cost by a fraction, the numerator of which is the Exclusive Space subleased to Tenant hereunder and the denominator of which is the amount of space available to be subleased for the exclusive use of all sublessees, plus the space exclusively occupied by Continental in the Continental Air Cargo Facility, excluding all such space used for Continental Air Cargo Facility management, maintenance, and general support for the benefit of Continental and all sublessees.

On or before September 30, of each year, beginning in 1987, Continental shall notify Tenant of Tenant's pro-rata share of the Use and Operating Costs estimated for the twelve (12) month period beginning on the next ensuing December 1, Beginning on each such December 1, and on the first day of each of the next eleven months, Tenant shall pay to Continental one-twelfth (1/12) of the amount estimated by Continental to be Tenant's pro-rata share of the Use and Operating Costs for that twelve (12) month period.

Following Continental's determination of the actual Use and Operating Costs at the end of each successive twelve (12) month period during the extended term, Continental shall notify Tenant of any additional amounts owing, and Tenant shall promptly pay upon receipt of invoice such additional amounts to Continental. If Tenant's pro-rata payments for such twelve (12) month period exceed the actual Use and Operating Costs for such period, such excess shall be credited to Tenant's future Use and Operating Cost payment obligations.

In addition to its obligations as set forth above, Tenant shall promptly pay to Continental upon receipt of invoice, its pro-rata share of all Continental Air Cargo Facility maintenance, renewal, and replacement costs and costs incurred in connection with capital improvements "related to the maintenance, renewal, and replacement of such Facility undertaken for the benefit of all sublessees."

- (2) The term "Use and Operating Costs" shall be deemed to mean any and all costs, expenses, assessments, and other impositions, general and special, ordinary and extraordinary, of every kind and nature whatsoever which are attributable to the operation and maintenance of the entire Continental Air Cargo Facility and Common Space incurred or paid by or on behalf of Continental including, without limitation, maintaining, operating, managing and general administration, renewing, replacing, and repairing, with respect to the entire Continental Air Cargo Facility and Common Space. The term "Use and Operating Cost" shall be applied in the context of this Sublease Agreement to the full extent necessary to produce revenues to Continental in an amount which shall fully reimburse Continental for all costs and expenses attributable to the operation and maintenance of the entire Continental Air Cargo Facility and Common Space. No credit, deduction, or offset of Tenant's obligation to fully reimburse Continental shall be permitted (whether provided in other provisions of this Sublease Agreement or not) and such costs and expenses shall include, without limiting the generality of the foregoing, all rents, taxes, premiums, maintenance, and other charges paid or incurred by or on behalf of Continental under the Basic Lease. The Tenant shall be entitled to audit, and shall have access to all accounting records related to such costs and expenses during normal working hours for that purpose.

6. Tax and Insurance Assessment.

In addition to the rental due and payable hereunder, the Tenant shall pay to Continental an annual assessment as and for insurance and taxes computed as follows:

- A. For each and every year during the term hereof, from the aggregate of (i) all ad valorem taxes, including personal property taxes, and special assessments due and payable with respect to the Continental Air Cargo Facility during said year, and (ii) the annual premiums paid by Continental for the fire and extended coverage insurance maintained by Continental during said year pursuant to paragraph 12 hereof, there shall be deducted the sum of \$40,000. The remainder therefrom is hereinafter called the "Annual Assessment".
- B. The Tenant shall pay to Continental upon invoice its proportionate share of the Annual Assessment as determined by the ratio between (i) the average amount of the Exclusive Space subleased to the Tenant in the Continental Air Cargo Facility during such year, and (ii) the average aggregate amount of space available to be subleased for the exclusive use of all sublessees of, plus the space exclusively occupied by Continental in, the Continental Air Cargo Facility during the same year.
- C. Within sixty (60) days from the end of each and every year during the term hereof, Continental shall compute the proration of the Annual Assessment described in subparagraph B of this paragraph 6 and shall invoice the Tenant for its amount of such proration. Payment of the proration shall be due within twenty (20) days of receipt of invoice.
- D. Continental agrees to keep and maintain books and records of the insurance and ad valorem tax expenses incurred with respect to the operation of the Continental Air Cargo Facility, and shall submit an annual report to the Tenant in summary thereof accompanying the invoice described in subparagraph C of this paragraph 6.

7. Subordination.

This Sublease Agreement is subject and subordinate to all procured or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the Leased Space forms a part, and all renewals, modifications, consolidations, replacements, and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be required by any mortgagee. In confirmation of such subordination, the Tenant shall execute promptly any certificate that Continental may request, and the Tenant hereby constitutes and appoints Continental as the Tenant's attorney-in-fact to execute and deliver any such certificate or certificates for and on behalf of the Tenant. However, so long as the Tenant is not in default in the payment of rental or in the performance of any of the obligations of the Tenant created hereunder, during the term hereof the Tenant shall have quiet and peaceable possession, use, and enjoyment of the Exclusive Space.

Notwithstanding the foregoing, this Sublease Agreement and the promises and covenants contained herein are subject and subordinate to the Basic Lease, a copy of which has been given to the Tenant; and the Tenant hereby covenants and agrees, for the benefit of Continental and the City, that it shall not, by its use and occupancy of the Leased Space, violate any of the provisions of the Basic Lease and that it shall faithfully perform all of the obligations of the Lessee thereunder insofar, but only insofar, as such obligations relate and pertain to the Leased Space (provided, however, that nothing herein contained shall obligate the Tenant to perform any obligation imposed upon Continental hereunder or to pay rental unto the City, which obligations shall be the sole responsibility of Continental).

Continental shall furnish, without additional cost or expense to Tenant, the services and utilities set forth below; provided, however, Continental shall not be liable for any loss or damage caused by or resulting from any variation, interruption, or failure of said services and utilities arising out of any cause whatsoever, but in the event any such variation, interruption, or failure of said services and utilities shall occur, Continental shall use its best reasonable efforts, exercising due diligence, to cause the resumption of such utilities and services:

- A. Portable domestic water in both the Exclusive Space and the Common Space, and sanitary sewer water in the Exclusive Space stubbed to the locations designated by Tenant.
- B. Lighting for the Common Space, including, without limitation, such loading dock, ramp, taxiway, and parking lot lighting as Continental shall determine adequate for the common use of the occupants of the Continental Air Cargo Facility.
- C. Snow removal from the Common Space, including the loading dock, ramp, taxiway, and parking lot, as required.
- D. The gas, electrical, and ventilation systems in the Continental Air Cargo Facility stubbed to the exterior of Tenant's Exclusive Space. All additional gas and electrical fixtures, equipment, and appliances required by the Tenant with respect to the Continental Air Cargo Facility shall be procured and installed by the Tenant, at its own cost and expense. All electricity used or consumed by the Tenant, including that used for lighting, shall be separately metered and the cost thereof, including utility connecting charges and deposits, if any, shall be paid entirely by the Tenant. The gas used or consumed at the Continental Air Cargo Facility shall not be separately metered and Continental shall pay the monthly charges therefor, but the Tenant shall reimburse Continental monthly upon invoice for that portion of the gas deemed to have been used or consumed on behalf of the Tenant, including gas used or consumed for heating, as determined by allocating to the Tenant that portion of each monthly gas bill which is equal to the amount of Exclusive Space leased to the Tenant in the Continental Air Cargo Facility during the month to which the gas bill relates as compared with (i) the total amount of space subleased for the exclusive use of all sublessee in the Continental Air Cargo Facility during such month and (ii) the amount of space exclusively occupied by Continental in the Continental Air Cargo Facility during such month.

Continental shall not provide waste disposal service, the responsibility for which shall be the Tenant's; and Tenant agrees to cause the disposal of all waste, debris, and trash attributed to the Tenant, its officers, employees, agents, business invitees, and guests, at such intervals as shall be necessary to keep and maintain the Continental Air Cargo Facility in a clean, sightly, sanitary, and tenantable condition.

9. Maintenance and Repair.

A. In addition to the services and utilities to be provided by Continental to paragraph 8 above, Continental shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and in a good state of repair as follows:

- (1) Continental shall maintain and repair all Common Space located at Continental Air Cargo Facility, including, without limitation, the loading dock, ramp, taxiway, parking lot, and lighting system for the Common Space.
- (2) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair the Continental Air Cargo Facility structure in a workmanlike manner in accordance with good standard building practice.
- (3) Except to the extent the Tenant is required to perform such maintenance and repair pursuant to the provisions of subparagraph B of this paragraph 9, Continental shall maintain and repair all systems installed by Continental in the Continental Air Cargo Facility pursuant to the plans and specifications for the Continental Air Cargo Facility and the provisions of paragraph 8 hereof.

B. The Tenant shall maintain and keep the Continental Air Cargo Facility in a tenantable condition and a good state of repair as follows:

- (1) The Tenant shall perform all routine maintenance of the Exclusive Space, including such cleaning and janitorial service as shall be necessary, so as to keep and at all times maintain the Exclusive Space in a clean, sightly, sanitary, and tenantable condition.
- (2) The Tenant shall maintain and keep in a good state of repair all equipment, appliances, fixtures, and furnishings installed or brought upon the Leased Space by the Tenant.
- (3) The Tenant shall perform all maintenance and repair of the portion of the Continental Air Cargo Facility located within the Leased Space, or systems located therein, required as a result of or attributed to any negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests.

C. In the event the Tenant fails to perform for period of twenty (20) days after notice from Continental so to do, any obligation of the Tenant set forth in this paragraph 9, Continental may enter upon the Leased Space (without causing or constituting a termination of this Sublease Agreement and without causing or constituting an interference with the use or possession of the Leased Space by the Tenant) and do all things necessary to perform such obligation, charging to the Tenant the cost and expense thereof and the Tenant agrees to pay Continental such charge in addition to any other amounts payable by the Tenant hereunder; provided, however, if the Tenant's failure to perform any such obligation endangers the safety or use of the Continental Air Cargo Facility by the public, Continental, or the other tenants of the Continental Air Cargo Facility, and Continental so states in its notice to the Tenant, Continental may perform such obligation of the Tenant at any time after the giving of such notice and charge to the Tenant, and the Tenant shall pay, as above provided, the cost and expense of such performance.

10. Fixtures and Alterations.

The Tenant may, with the prior written approval of Continental (which approval shall not be unreasonably withheld), and if requested by Continental, with the prior written approval of the Commissioner of Aviation and the Commissioner of Public Works of the City, and after obtaining all requisite building or construction licenses or permits, at its own cost and expense, erect or install in or upon the Exclusive Space any machinery, equipment, appliances, fixtures, or improvements or do or make any alterations or remodeling, or perform interior decorating. Any machinery, equipment, appliances, fixtures, improvements and other property bought, installed, erected, or placed by the Tenant in, on, or about the Exclusive Space shall be deemed to be personalty and remain the property of the Tenant, and the Tenant shall have the right, at any time during the term of the Sublease Agreement, to remove any or all of its property, subject to the Tenant's obligation to repair damage, if any, resulting from such removal. The Tenant shall, upon cancellation or termination of this Sublease Agreement, or at any other time it removes any such property, restore the Exclusive Space leased hereunder to the condition as it existed at the beginning of the term hereof, ordinary wear and tear and damage by fire or other casualty covered by the insurance described in paragraph 12 hereof excepted.

11. Indemnity.

The Tenants covenants and agrees at all times to indemnify and hold Continental harmless from and against any and all claims, suits, demands, liabilities, judgments, loss, costs, damages, penalties for violation of any law, ordinance, or regulations affecting Tenant's operations and expenses of any nature whatsoever (including the cost of investigating and defending any alleged suits, claims, demands, liability, judgments, loss, costs, damages, penalties, and expenses, and attorney's fees and expenses incurred in connection therewith) which may directly or indirectly arise from or be claimed against Continental by any person or persons for any loss of or damage to property, or injury to, including death, of any person whomsoever, consequent upon, arising from or out of the operation, use, or occupancy of the Leased Space by the Tenant, its officers, employees, agents, business invitees, or guests, or resulting from the carelessness, negligence, or improper conduct of the Tenant, its officers, employees, agents, business invitees, or guests, in the use and occupancy

of the Leased Space, except when any such claim, suit, demand, liability, judgment, loss, cost, damage, penalty or expense is the direct result of the sole negligence of Continental, its officers, employees, agents, business invitees, or guests, or the joint negligence of Continental and any person, firm, or corporation other than the Tenant its officers, employees, agents, business invitees, and guests.

In addition thereto, the Tenant agrees to indemnify and hold the City harmless from and against all liabilities, judgments, costs, damages, penalties, and expenses which may accrue against, be charged to or recoverable from the City by reason or on account of damage of the property of, injury to, or death of any person, arising from the Tenant's use and occupancy of the Leased Space, and operations at the Airport, including acts of its agents, contractors, and subcontractors, except when caused by the sole negligence of the City or by the joint negligence of the City and any person other than the Tenant, its agents, contractors, and subcontractors.

12. Fire Insurance and Restoration.

Continental shall obtain and maintain in full force and effect at all times during the term hereof, or any extension or renewal thereof, a policy or policies of fire and extended coverage insurance covering the Continental Air Cargo Facility in an aggregate amount not less than eighty percent (80%) of the full insurable value thereof.

If, during the term hereof, or any extension or renewal thereof, the Continental Air Cargo Facility shall be destroyed or damaged in whole or in part by fire or other cause, Continental shall promptly cause the same to be repaired, replaced and rebuilt, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the Continental Air Cargo Facility existing immediately prior to such occurrence. Rental otherwise due and payable hereunder shall be ratably abated with respect to that portion of the Exclusive Space, if any, rendered untenable as a result of such occurrence for and during the period of time Continental is restoring or rebuilding the Continental Air Cargo Facility subsequent to such damage or destruction, unless such damage or destruction is due to any malfeasance, misfeasance, or nonfeasance of the Tenant its officers, employees, agents, business invitees, or guests. Nothing contained herein shall be deemed to create any obligation upon Continental to carry and maintain insurance coverage on any of the equipment, furnishings, and contents located within the Leased Space including, without limitation, ground equipment, air cargo, and air cargo handling equipment, all of which shall be the sole liability and responsibility of the Tenant.

13. Insurance.

The Tenant further covenants and agrees that during the term of this Sublease Agreement, it will procure and maintain in full force and effect, at its own cost and expense, policies of insurance of the types and minimum amounts set forth below issued by a company or companies of sound and adequate financial strength acceptable to Continental and the City and naming Continental and the City as additional assureds thereunder.

Aircraft Public Liability and Property Damage.

\$3,000,000 single limit

Comprehensive Public Liability and Property Damage

\$3,000,000 single limit

All such insurance shall be evidenced by a certificate or certificates of insurance delivered to Continental, shall contain a thirty (30) day notice of cancellation clause, and shall contain a provision waiving rights of subrogation against Continental and the City.

of the Leased Space, except when any such claim, suit, demand, liability, judgment, loss, cost, damage, penalty or expense is the direct result of the sole negligence of Continental, its officers, employees, agents, business invitees, or guests, or the joint negligence of Continental and any person, firm, or corporation other than the Tenant its officers, employees, agents, business invitees, and guests.

In addition thereto, the Tenant agrees to indemnify and hold the City harmless from and against all liabilities, judgments, costs, damages, penalties, and expenses which may accrue against, be charged to or recoverable from the City by reason or on account of damage of the property of, injury to, or death of any person, arising from the Tenant's use and occupancy of the Leased Space, and operations at the Airport, including acts of its agents, contractors, and subcontractors, except when caused by the sole negligence of the City or by the joint negligence of the City and any person other than the Tenant, its agents, contractors, and subcontractors.

12. Fire Insurance and Restoration.

Continental shall obtain and maintain in full force and effect at all times during the term hereof, or any extension or renewal thereof, a policy or policies of fire and extended coverage insurance covering the Continental Air Cargo Facility in an aggregate amount not less than eighty percent (80%) of the full insurable value thereof.

If, during the term hereof, or any extension or renewal thereof, the Continental Air Cargo Facility shall be destroyed or damaged in whole or in part by fire or other cause, Continental shall promptly cause the same to be repaired, replaced and rebuilt, with and to the extent of the insurance proceeds available, at least to the extent of the value and as nearly as possible to the character of the Continental Air Cargo Facility existing immediately prior to such occurrence. Rental otherwise due and payable hereunder shall be ratably abated with respect to that portion of the Exclusive Space, if any, rendered untenable as a result of such occurrence for and during the period of time Continental is restoring or rebuilding the Continental Air Cargo Facility subsequent to such damage or destruction, unless such damage or destruction is due to any malfeasance, misfeasance, or nonfeasance of the Tenant its officers, employees, agents, business invitees, or guests. Nothing contained herein shall be deemed to create any obligation upon Continental to carry and maintain insurance coverage on any of the equipment, furnishings, and contents located within the Leased Space including, without limitation, ground equipment, air cargo, and air cargo handling equipment, all of which shall be the sole liability and responsibility of the Tenant.

13. Insurance.

The Tenant further covenants and agrees that during the term of this Sublease Agreement, it will procure and maintain in full force and effect, at its own cost and expense, policies of insurance of the types and minimum amounts set forth below issued by a company or companies of sound and adequate financial strength acceptable to Continental and the City and naming Continental and the City as additional assureds thereunder.

Aircraft Public Liability and Property Damage.

\$3,000,000 single limit

Comprehensive Public Liability and Property Damage

\$3,000,000 single limit

All such insurance shall be evidenced by a certificate or certificates of insurance delivered to Continental, shall contain a thirty (30) day notice of cancellation clause, and shall contain a provision waiving rights of subrogation against Continental and the City.

14. Rules and Regulations.

The Tenant shall at all times observe and obey all rules and regulations governing the conduct and operation of the Airport (as the same apply to the Continental Air Cargo Facility, and the Tenant's use and occupancy thereof) promulgated from time to time by the City. In addition thereto, Continental shall have the right at any time, and from time to time, to establish, modify, and enforce reasonable rules and regulations with respect to the Continental Air Cargo Facility and the cargo area adjacent thereto, and the Tenant shall faithfully observe and obey all such rules and regulations; provided, however, such rules and regulations shall not be inconsistent with any applicable rules and regulations promulgated by the City.

15. Assignment or Sublease.

The Tenant may assign and delegate this Sublease Agreement and the rights and obligations created hereunder to any corporation into or with which the Tenant may hereafter merge or consolidate, or which may succeed to the business and assets of the Tenant. The Tenant may further assign and delegate or sublease this Sublease Agreement, the rights and obligations created hereunder, and the premises leased hereby, to any wholly-owned subsidiary or affiliated corporation of the Tenant, in which event the Tenant shall remain primarily liable for the payment of rentals and the performance of all the other obligations of the Tenant created hereunder. Except as provided above, this Sublease Agreement and the rights and obligations created hereunder shall not be assignable or delegable by the Tenant, and any attempt to so assign or delegate shall be null and void.

With the prior consent of Continental, which consent shall not be unreasonably withheld, the Tenant may sublease the Exclusive Space at a monthly rental rate not to exceed an amount equal to the Tenant's expenses with respect to the Exclusive Space so subleased and facilities and services furnished by the Tenant to, and used by, its sublessee in connection therewith. In the event only a portion of the Exclusive Space is so subleased, it shall be subleased at a monthly rental rate not to exceed a ratable apportionment, on a square foot basis, of the monthly rental rate which would obtain if all of the Exclusive Space was subleased.

It is mutually understood and agreed that nothing contained in this Sublease Agreement is intended, or shall be construed, as in any wise creating or establishing the relationship of copartners or joint ventures between the parties hereto or as constituting the Tenant as the agent or representative of Continental for any purpose or in any manner whatsoever.

16. Remedies Upon Default.

If any of the following events shall occur:

- A. if any voluntary or involuntary petition in bankruptcy or insolvency, or any assignment for the benefit of creditors, or a receiver, shall be made, filed, or appointed by or against the Tenant, or if the Tenant's leasehold interest in the Leased Space shall be levied upon under execution or attachment by any process at law or in equity;
- B. if the Tenant shall abandon the Leased Space;
- C. if the Tenant shall default in the prompt payment to Continental of rent reserved hereunder, and such default shall continue for a period of fifteen (15) days after notice of such default is given by Continental to the Tenant; or,
- D. if the Tenant shall default in the prompt and full performance of any other term, covenant, or condition of this Sublease Agreement, and such default shall continue for a period of twenty (20) days after notice of such default is given by Continental to the Tenant, unless the default is of such a nature that the same cannot be cured or corrected within said twenty (20) day period and the Tenant shall have promptly and diligently commenced to cure and correct such default and shall have thereafter continued therewith with reasonable diligence

and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practicable under the circumstances, and shall have continued therewith until the default shall have been cured and corrected;

then, and in any such event (all of which are herein collectively called "Events of Default"), all unpaid rent reserved by Continental hereunder shall immediately become due and payable; and, in addition thereto, Continental may exercise any of the following remedies or any other remedy available to Continental at law or in equity without further notice and without any further demand or other action by Continental, all of which the Tenant expressly waives, and all such remedies shall be cumulative and non-exclusive and the exercise of any one or more such remedies shall not be deemed to be an exclusive election of the remedy or remedies exercised or a waiver of the remedies not exercised, to wit: Continental may bring an action at law or in equity to collect the balance of the unpaid rent reserved hereunder; may terminate this Sublease Agreement and the rights of the Tenant created hereunder and recover damages sustained by the Event of Default; without terminating this Sublease Agreement, may terminate the Tenant's right to possession of the Leased Space; and with or without terminating this Sublease Agreement, may re-enter and repossess the Leased Space, and dispel and remove the Tenant and its property therefrom, using such force as may reasonably be necessary without being deemed guilty of trespassing, forceful entry of detainer and without relinquishing its right to the rent reserved hereunder, and without causing forfeiture of changes due by virtue hereof, nor a waiver of any covenant, agreement, or promise contained in this Sublease Agreement, to be performed by Tenant (the Tenant hereby granting Continental full and free license to so enter upon the Leased Space with or without notice, demand, and process of law). Upon and after entry into possession, without terminating this Sublease Agreement, Continental may in its sole discretion further resublet the Leased Space or any part thereof for the account of the Tenant to any person, firm or corporation for such rent, and upon such terms and conditions as Continental may in its sole discretion determine; and the rent collected by Continental from such resubletting shall first be applied to reimburse unto Continental all costs and expense incurred in connection with the resubletting of the Leased Space, including any and all reasonable costs and expenses incurred in repossessing the Leased Space from the Tenant, and the balance, if any, shall be applied to the rent reserved herein and any deficiency therein shall be the liability and obligation of the Tenant.

17. Remedies Upon Default of Continental.

The Tenant shall have the right, upon giving notice to Continental, to cancel this Sublease Agreement upon or after the default of Continental in the performance of any of the terms, covenants, or conditions to be performed by Continental hereunder and the failure of Continental to cure and correct said default within sixty (60) days following receipt by Continental of written demand from the Tenant so to do; provided, however, that if the default is of such a nature that the same cannot be cured or corrected within said sixty (60) day period and if Continental shall have commenced the curing and correcting of such default within said sixty (60) days and shall have proceeded therewith, with reasonable diligence and in good faith, in a manner so as to cure and correct the same as promptly as reasonably practical under the circumstances, then, and in that event, no notice of cancellation given pursuant to the provisions of this paragraph 17 shall be of any force or effect. Except as provided above in this paragraph 17, this Sublease Agreement, and the obligations of the Tenant created hereunder, shall not be cancellable or terminable by the Tenant for any cause whatever.

18. Equal Opportunity.

Tenant, in performing under this Sublease 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.

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

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-1965 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1973, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1973, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1973, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1973, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 CFR Chapter 60, and Part 21, Regulations of the Office of the Secretary of Transportation.

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

19. Liens.

The Tenant shall at all times keep and maintain the Lease Space and improvements situated thereat free and clear of any and all liens, charges, and encumbrances whatsoever arising out of Tenant's use of the Leased Premises or in any manner attributed to any act or omission of the Tenant, its officers, agents, and employees, or relating to any work or improvements performed on or to the Leased Space by or on behalf of the Tenant, its officers, agents, and employees; and shall not mortgage, pledge, or in any manner hypothecate this Sublease Agreement; provided, however, the Tenant may, in good faith, contest the validity of any lien but, notwithstanding any such contest, if any lien contested shall be reduced to final judgment and such judgment or such process as may be issued or the enforcement thereof is not promptly stayed or is so stayed and said stay thereafter expires, then; and in any such event, the Tenant shall forthwith entirely pay and discharge said judgment.

20. Notices.

Notices and other communications given hereunder shall be in writing and shall be deemed to have been given and delivered when deposited in the United States Mail, registered or certified, with airmail postage prepaid, or delivered to a telegraph agency for immediate dispatch, and addressed, if to Continental, to:

Continental Air Lines, Inc.
Los Angeles International Airport
Los Angeles, California 90009

Attn: Vice-President
Properties and Facilities

and if to Tenant, to:

Eastern Air Lines, Inc.
Miami International Airport
Miami, Florida 33148

Attn: Vice-President
Properties

or to such other address as the respective party shall from time to time designate in writing to the other party.

21. Ingress and Egress.

Continental grants to the Tenant, its officers, employees, agents, business invitees, and guests the right of access, ingress, and egress to and from the Continental Air Cargo Facility over such routes as shall be approved by the Commissioner of Aviation and the Commissioner of Public Works of the City, to the same extent and subject to the same conditions and restrictions as shall be available and applicable to Continental and the other occupants of the Continental Air Cargo Facility.

22. Binding Agreement.

Subject to the provisions of paragraph 15 hereof, this Sublease Agreement and the rights and obligations created hereunder shall be binding upon and inure to the benefit of the respective parties hereto, their successors, and assigns.

23. Surrender of Possession.

Upon termination of the initial term, or any extension, of this Sublease Agreement, the Tenant shall forthwith surrender the Leased Space to Continental in good condition and repair, reasonable wear and tear and damage from any casualty not arising out of a negligent act or omission of the Tenant, its officers, employees, agents, business invitees, or guests, excepted; and if the Tenant shall retain possession of the Leased Space, or any part thereof, after the termination of the term, by lapse of time or otherwise, the Tenant shall pay to Continental all damages sustained by reason of the Tenant's retention of possession. Further, if the Tenant so remains in possession of the Leased Space, or any part thereof, such holding over shall, at the election of Continental, to be made by notice to the Tenant and not otherwise constitute a renewal of this Sublease Agreement for an additional one (1) year period. The provisions of this paragraph 23 shall not be construed to waive Continental's right of re-entry or any other right in Continental hereunder.

24. Miscellaneous.

- A. 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.
- B. Captions and paragraph headings used herein are for the convenience of reference only and are not intended to define, limit, or describe the scope or intent of any of the provisions of this Sublease Agreement.
- C. A waiver by either party hereto of a breach by the other party of any covenant, condition, or other provision contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or other provision and shall not in any way excuse or relieve the other party from its obligations and responsibilities created hereunder.
- D. The Tenant shall have the right to install and maintain signs, provided that all signs so installed 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 Continental and the Commissioner of Aviation of the City, however Continental shall not withhold its approval if the number of signs requested does not exceed that permitted other occupants of the Continental Air Cargo Facility occupying the same amount of space and if such signage is of the general type, size, design and location previously approved by Continental and the

Commissioner of Aviation of the City. Continental will be deemed to have approved signage if Continental has not advised Tenant (or Tenant's Sublessee if such Sublessee is applicant) in writing that it has disapproved such signage within twenty (20) days after such signage has been submitted to Continental for approval.

- E. This Sublease Agreement embodies and constitutes the entire understanding among the parties with respect to the transactions contemplated herein, and supersedes all prior or contemporaneous representations, understandings, subleases, or agreements, whether oral or written. Neither this Sublease Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, modification, amendment, discharge, or termination is sought, and then only to the extent set forth in such instrument. No partial invalidity of this Sublease Agreement shall affect the remainder.

25. Governing Law.

This Sublease Agreement shall be deemed to have been entered into under and shall be construed in accordance with the Laws of the State of Illinois.

26. Covenant Not to Grant More Favorable Terms.

Continental agrees that it has not and will not lease any premises in the Continental Air Cargo Facility to any airline, air carrier, or firm on terms or at rentals or charges which are more favorable than the terms, rentals and charges contained in this Agreement without extending such more favorable terms, rentals and charges to Tenant.

[Signature forms omitted for printing purposes]

Consent to Sublease

The undersigned hereby consent to the foregoing Sublease Agreement as authorized by ordinance of the City Council of the City of Chicago passed on _____ (C.J.P. pp. _____).

[Signature forms omitted for printing purposes]

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

[Exhibits "A", "B" and "C" attached to this ordinance printed on pages 13161 thru 13165 of this Journal.]

Acceptance of Bid Authorized for Purchase of "Rookery Building" at No. 209 S. La Salle St.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid by Continental Illinois National Bank and Trust Company for the purchase of the "Rookery Building" at No. 209 S. LaSalle Street.

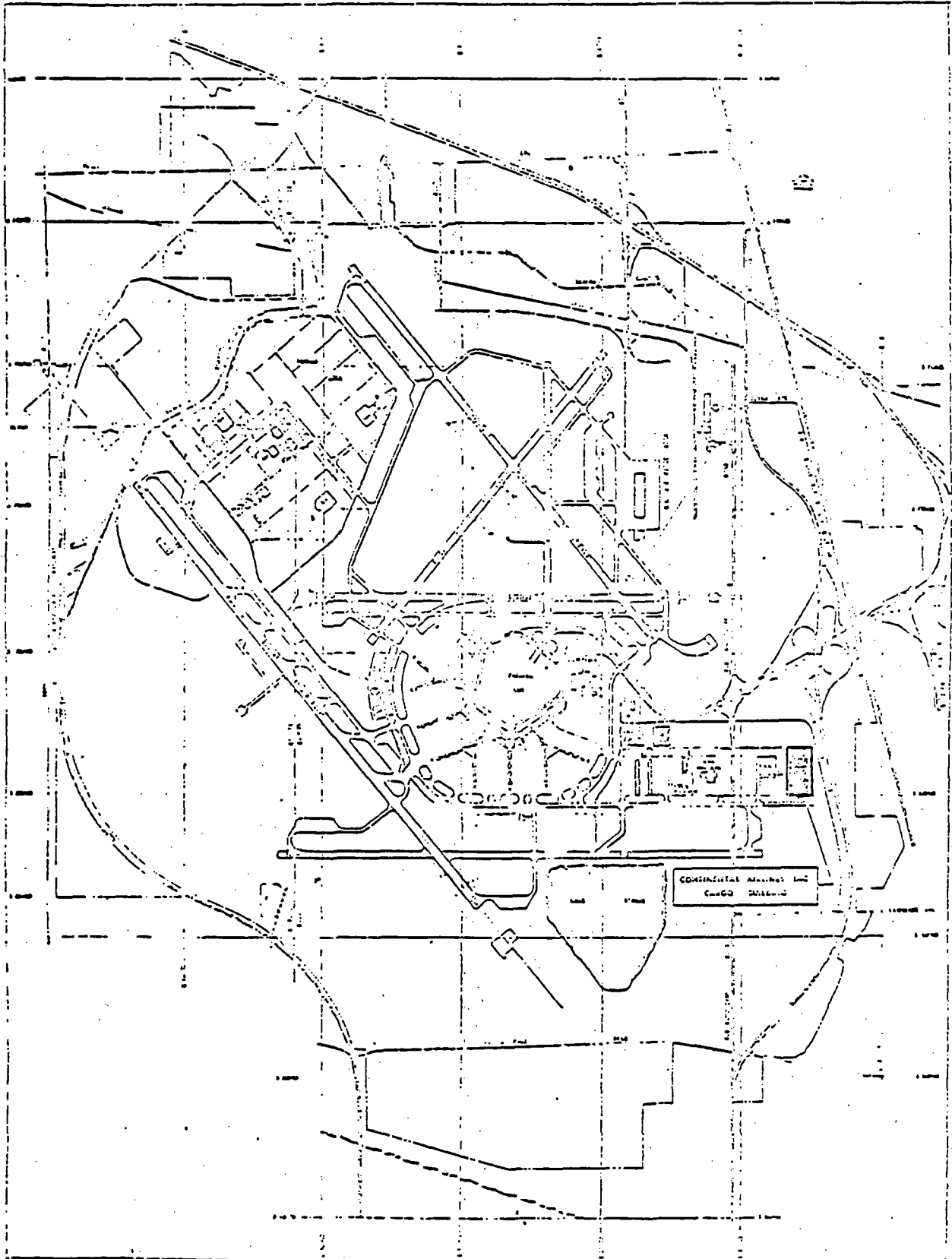
Alderman Stone presented three amendments to the proposed ordinance which read as follows:

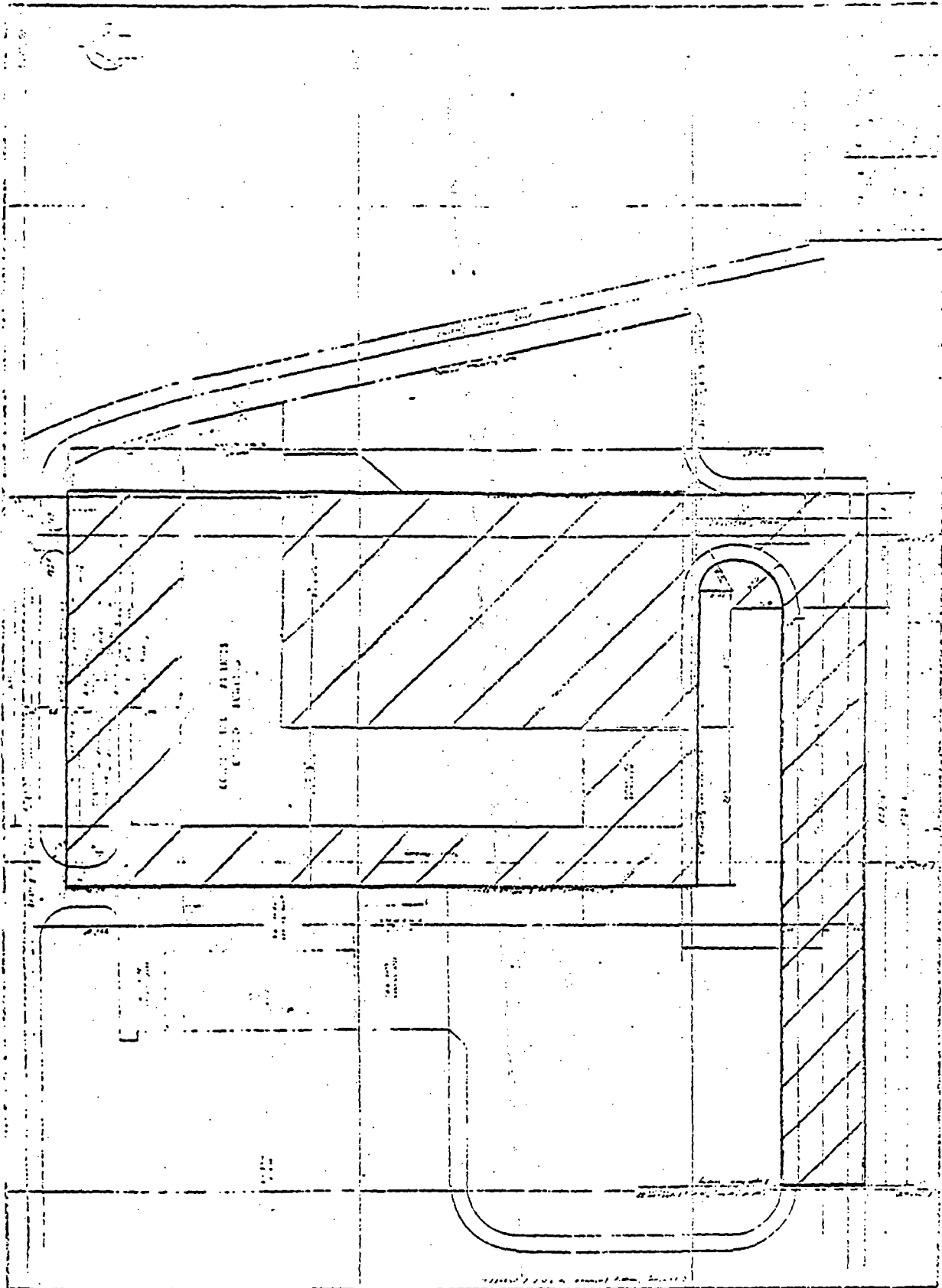
By adding the following language in Italics to the second paragraph of Section 2:

Said conservation right shall be in a form approved by the Corporation Counsel *with the advise and consent of the City Council of the City of Chicago.*

(Continued on page 13166)

EXHIBIT "A"
TO THE CONTINENTAL AIR LINES, INC.
CHINA INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT





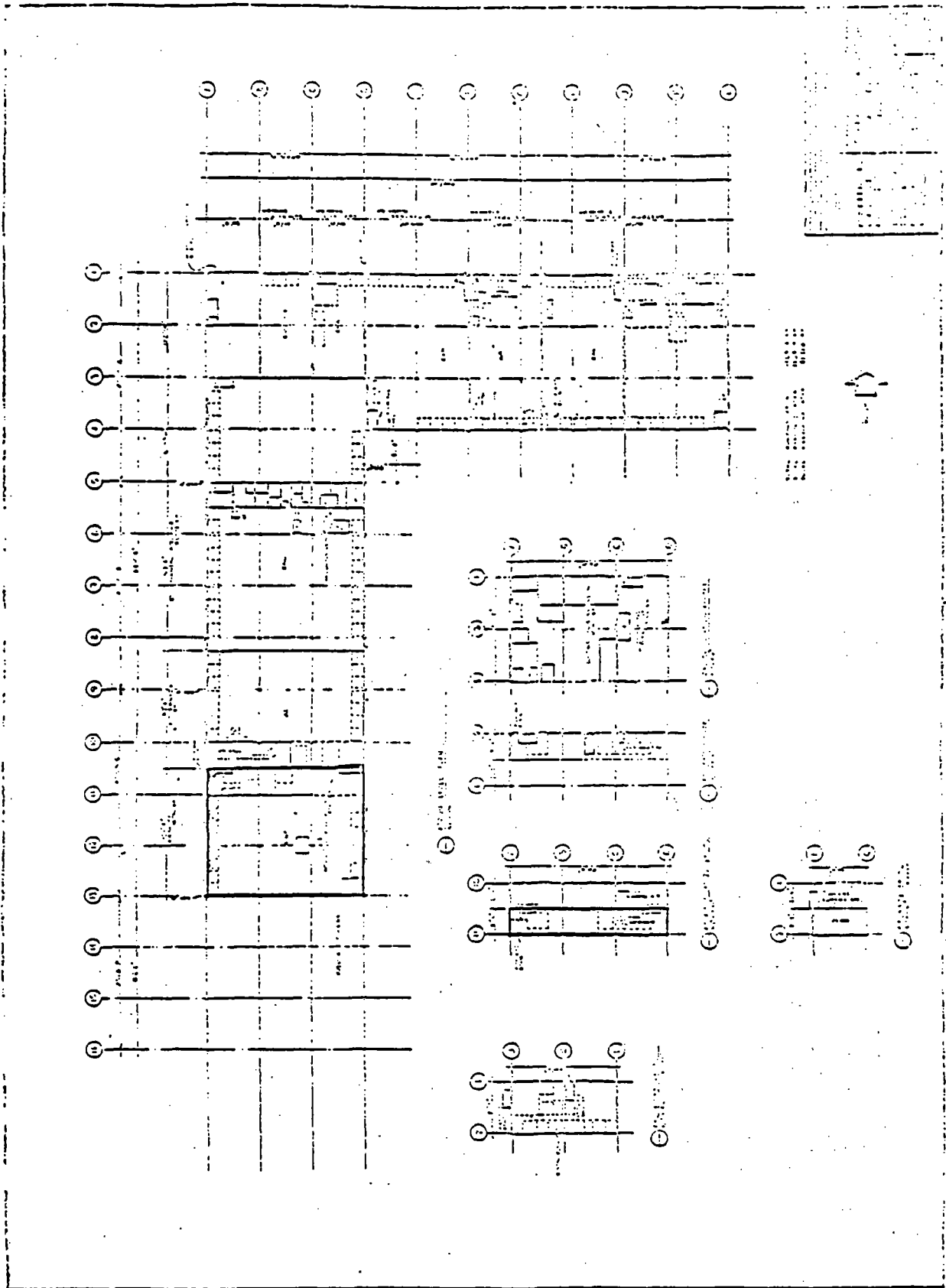


EXHIBIT "C"
TO THE CONTINENTAL AIR LINES, INC.
O'HARE INTERNATIONAL AIRPORT CARGO BUILDING
SUBLEASE AGREEMENT

The main body of the page is a large grid table with approximately 15 columns and 15 rows. The grid is mostly empty, with some faint markings and lines. In the top right corner, there is a small header table with several columns and rows, containing some illegible text. In the bottom left corner of the grid, there is a smaller table with a header row and several data rows, also containing illegible text. A small arrow symbol is located on the right side of the grid, pointing upwards.

(Continued from page 13160)

By adding the following language in Italics to the fourth paragraph of Section 2:

Such Facade Restoration Agreement shall be in a form approved by the Rookery Building Trust "A" and the City of Chicago's Department of Law *with the advise and consent of the City Council of the City of Chicago.*

By adding the following language in Italics between the sixth and seventh paragraphs of Section 2:

Any subsequent changes in the Conservation Agreement or the Facade Restoration Agreement as shall be recommended or approved by the Chicago Commission on Historical and Architectural Landmarks shall only be made with the concurrence of the City Council of the City of Chicago.

Alderman Stone then moved to *Pass* the foregoing proposed amendments.

The motion *Prevailed* by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays--*None.

Alderman Frost then moved to *Pass* the said proposed ordinance as amended.

The motion *Prevailed*, by yeas and nays as follows:

*Yeas--*Aldermen Roti, Barnett, Kenner, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

*Nays--*None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of property commonly known as 209 South LaSalle Street, also known as the Rookery Building; and

WHEREAS, Pursuant to the provisions of the Cities and Villages Act (Ill. Rev. Stat. 1979, Chap. 24, 11-12-4, et seq.), the Chicago Plan Commission has reviewed and approved the proposed disposition of the subject property; and

WHEREAS, The City Council of the City of Chicago by Ordinance adopted on January 14, 1982, determined that the subject property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago; and

WHEREAS, Pursuant to the advertisement for sale of the property four bids were submitted and opened at the regular meeting of the City Council of the City of Chicago on March 19, 1982; and

WHEREAS, The highest bid submitted was in the amount of \$10,000,000 (Ten Million Dollars); and

WHEREAS, The City Council duly reviewed each bid as well as appraisal data and the recommendation of the City Comptroller and determined that the best interest of the City of Chicago required the rejection of all bids; and

WHEREAS, On May 27, 1982, the City Council of the City of Chicago rejected all bids and authorized the City Comptroller to readvertise the subject property for sale; and

WHEREAS, In response to the second proposal for the sale of the property, two bids were deposited with the City Comptroller and duly opened at the regular meeting of the City Council of the City of Chicago on August 2, 1982; and

WHEREAS, The bids were submitted by Dino D'Angelo, an individual, and by Continental Illinois National Bank and Trust Company of Chicago, a national banking association; and

WHEREAS, The City Council has duly reviewed each bid and has recognized that both proposals are of substantially equal merit in terms of the reputations of the bidders, the financial commitments contained in the bids and the intended quality restoration of the building; and

WHEREAS, However, that purchase price proposed by Continental Illinois National Bank and Trust Company of Chicago is \$15,100,000, whereas the purchase price proposed by Dino D'Angelo is \$14,001,000; and

WHEREAS, Therefore, the City Council of the City of Chicago has determined that the best interest of the City of Chicago requires that the higher of the two bids be accepted; now, therefore,

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

SECTION 1. Subject to the other provisions of this Ordinance, the City of Chicago hereby accepts the bid of the Continental Illinois National Bank and Trust Company of Chicago to purchase for the sum of \$15,100,000 (Fifteen Million, One Hundred Thousand Dollars), the City-owned property commonly known as 209 South LaSalle Street, Chicago, Illinois, previously advertised pursuant to City Council Ordinance passed on May 27, 1982, Council Journal, pages 10800-10803, and legally described as follows:

Lots 33, 34, 35, 36, 37, 38 and 39, the East eight (8) feet of Lots 40 and 43 and Lots 44, 45, 46, 47, 48, 49, and 50, all in block One Hundred Sixteen (116) in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois; said property being bounded by Adams Street on the North, and alley on the East, Quincy Street on the South and LaSalle Street on the West, having a frontage of one hundred and seventy-eight and five-tenths (178.5) feet, more or less on LaSalle Street, by one hundred seventy-seven and six-tenths (177.6) feet, more or less, on Adams Street; and all improvements thereon;

SECTION 2. The acceptance of this bid by the City of Chicago is subject to the following:

Lease dated December 3, 1885, and recorded December 4, 1885, in the Office of the Recorder of Deeds as Document Number 574256, in Book 1743 of Records, Page Number 374, from the City of Chicago to Edward Carson Waller, for the term on ninety-nine (99) years, from May 1, 1866 to May 1, 1985, said lease to be assigned to the successful purchaser. Its designation as a "Chicago Landmark" as approved by the City Council on July 5, 1972, Pages 3997-3998 of the Journal of the City Council Proceedings and, also, subject to the provisions of Chapter 21, Section 21-62 et seq. of the Municipal Code of Chicago. A conservation right to be retained by the City of Chicago pursuant to Illinois Revised Statutes (1979) Chapter 30, Section 401 et seq. Said conservation right shall obligate the purchaser of the Rookery Building to preserve, protect, enhance and perpetuate the four exterior facades of the building, the interior light court, the ground lobby floor and central space, and the main public staircase and stairwell

located west of the light court, from ground level to the top floor. The conservation right shall not extend to any interior tenant space. Said conservation right shall be in a form approved by the Corporation Counsel with the advise and consent of the City Council of the City of Chicago.

Any restrictive covenants, easements, conservation rights or conditions necessary to protect its landmark status.

Subject to general taxes as of date of conveyance. Covenants, zoning and building restrictions, easements and conditions, if any, of record.

Prior to conveyance of title by the City of Chicago, the successful bidder shall be required to enter into a Facade Restoration Agreement with the Rookery Building Trust "A", as successor under the lease from the City of Chicago to Edward Carson Waller, and the City of Chicago, as intended third part beneficiary. Such Facade Restoration Agreement shall be in a form approved by the Rookery Building Trust "A" and the City of Chicago's Department of Law with the advise and consent of the City Council of the City of Chicago. Such agreement shall include, but not be limited to, the following provisions:

Successful bidder shall be required to clean all masonry surfaces of the four (4) exterior elevations of the building and, also, chemically treat those masonry surfaces to protect against "acid rain" and other deterioration.

The methods of cleaning and chemical treatment shall be submitted to and approved by the City's Commission on Chicago Historical and Architectural Landmarks pursuant to the provision of Chapter 21, Section 21-62 et seq. of the Municipal Code of Chicago prior to the commencement of any such work. The cleaning and chemical treatment shall commence within ninety (90) days of conveyance of title by the City of Chicago.

Any subsequent changes in the Conservation Agreement or the Facade Restoration Agreement as shall be recommended or approved by the Chicago Commission on Historical and Architectural Landmarks shall only be made with the concurrence of the City Council of the City of Chicago.

Requirement that the successful bidder pay for all damages or claims (including without limitation, Structural Act Claims) for injury or death sustained by any person or persons which may arise out of the facade restoration.

Requirement that the successful bidder hold the City of Chicago and the Rookery Building Trust "A" harmless against all claims, liabilities, costs, damages and expenses which may arise out of the facade restoration.

SECTION 3. The acceptance of this bid by the City of Chicago is further subject to the condition that within thirty (30) days of selection with the City Council, the successful bidder, in conjunction with the City of Chicago, must establish an escrow with a recognized title company. If the successful bidder, as designated by the City Council, fails to establish the escrow within the required thirty (30) days or fails to deposit the balance of the bid amount into the escrow within sixty (60) days of said City Council designation, the bidder's deposit shall be forfeited and surrendered to the City of Chicago as an agreed amount of liquidated damages. The City of Chicago will deposit the Quitclaim Deed to this property into the escrow within seven (7) days of the successful bidder's deposit of the balance of the bid amount into the escrow.

SECTION 4. The Mayor and the City Clerk are hereby authorized to execute and attest a Quitclaim Deed conveying all interests of the City of Chicago in and to said property to said purchaser.

SECTION 5. The City Clerk is authorized to deliver the deposit check of \$1,510,000 (One Million Five Hundred Ten Thousand Dollars) as earnest money submitted by said bidder to the City Comptroller, who is authorized to deliver said Quitclaim Deed into escrow upon the deposit of the balance of the bid amount into the escrow by said purchaser.

SECTION 6. The City Clerk is further authorized and directed to refund the deposit check to the unsuccessful bidder for the purchase of said property.

SECTION 7. This ordinance shall be in effect from and after its passage.

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

The Committee on Finance submitted eleven proposed ordinances (under separate committee reports) recommending that the City Council pass the following proposed ordinances transmitted therewith.

On separate motions of 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, Majerczyk, Burke, Brady, Barden, Streeter, Kellam, Sheahan, Kelley, Sherman, Stemberk, Lipinski, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Mell, Frost, Marcin, Damato, Cullerton, Laurino, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--45.

Nays--None.

Alderman Stemberk 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. 332-342 S. Cicero Av./ 4807-4811 W. Gladys 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 16, 17, 18 and 19 in Wilhartz' Subdivision of Lots 11, 12 and 13 in School Trustee's 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 Nos. 332-342 S. Cicero Avenue/4807-4811 W. Gladys Street, Permanent Tax No. 16-16-219-071).

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. 1348 N. Cleveland 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 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 5 in the Subdivision of the East half of Lot 30 and the North half of Lot 31 in Butterfields Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, according to the Map recorded March 30, 1859 in Book 160 of maps, page 18, in Cook County, Illinois (commonly known as No. 1348 N. Cleveland Avenue, Permanent Tax No. 17-04-122-062).

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. 7525 S. Cottage Grove 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 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 36 in Block 51 in Cornell, being a Subdivision in Section 26 and 35, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 7525 S. Cottage Grove Avenue, Permanent Tax No. 20-26-300-008).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the 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. 2096 N. Milwaukee 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 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 61 in White and Cole's Resubdivision of Block 1 in Stave's Subdivision of that part of the Northeast quarter of Section 36, Township 49 North, Range 13 East of the Third Principal Meridian, lying Southwest of Milwaukee Avenue or Northwest Plank Road, in Cook County, Illinois (commonly known as No. 2096 N. Milwaukee Avenue, Permanent Tax No. 13-36-230-019).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the 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. 1847 W. North 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 vacant property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago. Said parcel is described as follows:

Lot 6 in Block 2 in Picket's Second Addition to Chicago in the Northeast quarter of Section 6, Township 39 North, Range 14 North of Milwaukee Avenue lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1847 W. North Avenue, Permanent Tax No. 17-06-201-006).

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. 3810 W. Ogden 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 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 231 in Downings Subdivision of Lots 7 to 14 inclusive in Kedzie's Subdivision of Part of the Southwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 3810 W. Ogden Avenue, Permanent Tax No. 16-23-320-050).

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. 1203 W. Roosevelt Rd.

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 2 (except the North 42 feet) in Block 1 Subdivision of Blocks 1 and 8 in Sampson and Green's Addition to Chicago in the Northwest quarter of Section 20, Township 39 North, Range 14, Lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as No. 1203 W. Roosevelt Road, Permanent Tax No. 17-20-103-021).

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.

—
Nos. 1515-1517 S. Sawyer 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 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 41 and 42 in Block 8 in Circuit Court Partition of the East half of the Northeast quarter and that part of the East half of the Southeast quarter lying North of Ogden Avenue, in Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1515-1517 S. Sawyer Avenue, Permanent Tax Nos. 16-23-229-006 and 007).

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.

Nos. 4056-4058 W. 16th St./ Nos. 1549-1559 S. Karlov 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 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 29 and 30 in Block 7 in our home addition to Chicago being 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. 4056-4058 W. 16th Street/Nos. 1549-1559 S. Karlov Avenue, Permanent Tax No. 16-22-229-036).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the 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 the date of its passage.

Nos. 3736-3742 W. 18th 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 23 & 24 in Downing's Subdivision of Lots 7 to 14 in J. H. Kedzie Subdivision in Southwest quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, (except Streets heretofore dedicated) in Cook County, Illinois (commonly known as Nos. 3736-3742 W. 18th Street, Permanent Tax No. 16-23-304-041).

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 the date of its passage.

Nos. 1742-1746 W. 69th 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 D, E and F in the Subdivision of lots 18 to 31 in Block 9 in E.O. Lampher's Addition to Englewood Subdivision of Blocks 1 to 15 and the North half of Block 16 in Sea's Subdivision of the East half of the Southeast quarter of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as Nos. 1742-1746 W. 69th Street, Permanent Tax Nos. 20-19-412-040, 041 and 042).

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 the date of its passage.

**Authority Granted for Issuance of Free Permits for Certain
Charitable, Educational and Religious Institutions.**

The Committee on Finance to which had been referred (October 15, 1982) sundry proposed ordinances transmitted therewith to authorize issuance of free permits and license fee exemptions 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

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.

St. Francis Borgia 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 St. Francis Borgia Church, No. 8033 W. Addison Street for an addition and remodeling by Polonia Construction Co., No. 7017 W. Higgins Avenue on the premises known as No. 8033 W. Addison Street.

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.

Third Baptist Church of Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Third Baptist Church of Chicago, No. 1551 W. 95th Street for an addition to building - Community Hall and Church on the premises known as No. 1551 W. 95th Street.

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.

Martha Washington 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 Martha Washington Hospital, No. 4055 N. Western Avenue for miscellaneous remodeling - Phase 1 (main hospital building) Donoghue-Heatherton and Associates, Contractors, No. 534 W. Chestnut Hinsdale, Illinois on the premises known as Martha Washington Hospital.

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.

**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 October 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>
Academy of the Sacred Heart No. 6250 N. Sheridan Road	F4-130591 (Mech. Vent.)	\$ 95.00
	P1-115840 (Fuel Burn. Equip.)	20.00
Bernard Horwich Jewish Center No. 1 S. Franklin Street	B1-118697 (Bldg.)	46.00
	B4-200479 (Inst. Build.)	23.00

	F4-131331 (Mech. Vent.)	\$ 275.00
Chicago Latin School No. 59 W. North Avenue	P1-110736 (Fuel Burn Equip.)	170.00
LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan	B4-200379 B4-200380 B4-200381 (Inst. Build.)	58.00 23.00 23.00
McCormick Theological Seminary No. 5555 S. Woodlawn Avenue	A1-206877 (Elev.)	23.00
	B1-210483 (Bldg.)	34.50
	F4-217203 (Mech. Vent.)	25.00
Northwestern University 237 E. Huron Street	D1-207811 D1-207812 D1-207813 D1-207814 D1-207815 D1-207816 D1-207817 D1-207818 (Sign)	7.50 7.50 7.50 7.50 7.50 76.00 76.00 76.00
	P1-207310 (Fuel Burn.)	175.00
Norwood Park Home (The Norwegian Old Peoples Home Society of Chicago) No. 6016 N. Nina Avenue	B4-200320 B4-200322 (Inst. Bldg.)	46.00 46.00
Provident Medical Center No. 500 E. 51st Street	B4-200392 B4-200394 (Inst. Bldg.)	57.50 57.50
Queen of Angels Church No. 2330 W. Sunnyside Avenue	B1-118775 (Bldg.)	34.50
The Salvation Army/Booth Memorial Hospital, No. 5040 N. Pulaski Road	B4-200349 (Inst. Bldg.)	23.00
Sauganash Community Church No. 4618 W. Peterson Avenue	F4-120958 (Mech. Vent.)	47.50
Sydney R. Forkosh Memorial Hospital No. 2544 W. Montrose Avenue	B4-200003 (Inst. Bldg.)	80.50
University of Chicago, No. 5801 S. Ellis Avenue	B4-200369 B4-200371 B4-200372 B4-200373 B4-200385	46.00 34.50 57.50 34.50 34.50

B4-200387	\$ 69.00
B4-200388	46.00
B4-200389	23.00
B4-200391	57.50
B4-200448	46.00
B4-200474	46.00
(Inst. Bldg.)	

On motion of Alderman Frost the said 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

**Authority Granted for Payments for 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 of the City of Chicago 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

The following is said order as passed:

Ordered: That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite

the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

Daniel Amidei, 010797, Gang Enforcement North; injured July 13, 1982	\$ 128.50
Dean C. Angelo, 014475, District 20; injured August 1, 1982	40.00
Anthony F. Audino, 019145, Gang Enforcement North; injured August 18, 1982	133.00
Carlos J. Aulet, 019521, District 14; injured August 17, 1982	204.00
Carlos J. Aulet, 019521, District 14; injured August 30, 1982	49.00
Peter Bella, 039000, District 10; injured August 26, 1982	131.00
Thomas W. Benoit, District 6; injured August 28, 1982	68.00
Anthony Bertuca, 045657, District 23; injured August 5, 1982	110.50
Henry L. Bertucci, 045761, District 10; injured August 20, 1982	73.50
James E. Boyle, 066148, District 18; injured August 8, 1982	82.50
Leslie Boyle, 066247, District 8; injured August 8, 1982	35.00
Gwendel E. Bracey, 066938, District 6; injured August 16, 1982	106.75
Bernard Brennan, 071415, Gang Enforcement North; injured August 5, 1982	73.00
Terry Bryant, 083263, District 16; injured August 27, 1982	126.40
Leonard P. Cacioppo, 096845, District 20; injured August 1, 1982	40.00
Anthony R. Cannata, 102687, District 18; injured August 29, 1982	75.00
Jerome Casey, 112873, District 8; injured August 3, 1982	35.00
Arthur L. Castrejon, District 5; injured August 21, 1982	75.35
Major Coleman, 134184, District 6; injured August 1, 1982	68.00
Robert Cooper, 146442, District 20; injured August 14, 1982	51.25
Michael R. Corcoran, 147683, District 8; injured August 28, 1982	145.00
Robert M. Coughlin, 151981, District 12; injured June 6, 1981	66.00
Craig W. Cristoe, 156294, District 13; injured August 21, 1982	93.00
James A. Crooks, 157279, District 1; injured July 29, 1982	36.00
Joe L. Cross, 157521, Intersection Control Unit; injured August 22, 1982	213.00

Timothy J. Cullinan, 160311, District 6; injured August 16, 1982	\$ 108.00
Frank Cusimano, 164176, District 9; injured August 13, 1982	127.00
Edward C. Danaher, 169366, District 9; injured August 13, 1982	126.00
Titus A. Dangerfield, 169809, District 7; injured August 21, 1982	108.00
Ruben DeAvila, 175580, District 10; injured August 20, 1982	102.00
Daniel D. DeSando, 178583, District 2; injured August 20, 1982	181.00
David R. DeVogelaar, 187620, District 20; injured August 1, 1982	40.00
Ralph K. DiFiore, 199330, District 8; injured July 13, 1982	35.00
Louis J. Dyckman, 215103, Automotive Pounds Section; injured August 24, 1982	150.00
Suzanne C. Dunn, 211650, Central Detention Section; injured June 3, 1982	139.90
Robert G. Elliott, 221671, District 6; injured August 28, 1982	71.80
Dennis P. Fitzgerald, 242627, District 25; injured July 3, 1982	72.40
Thomas Flynn, 250378, Detective Division; injured August 8, 1982	55.00
John B. Gilmore, 282873, District 14; injured August 21, 1982	98.00
Jerome M. Gonzalez, 290791, District 12; injured June 17, 1982	154.00
Jerome M. Gonzalez, 290791, District 12; injured August 7, 1982	85.00
Darryll L. Gore, 292655, District 3; injured July 7, 1982	185.00
Francisco Guerrero, 308772, District 10; injured July 22, 1982	660.50
Ricky A. Gutierrez, 310794, District 9; injured August 28, 1982	63.00
Albert Gutierrez, Jr., 310871, District 10; injured August 26, 1982	112.00
William A. Hamel, 316128, District 5; injured August 24, 1982	154.00
Philip Handzel, 317514, District 10; injured August 9, 1982	40.00
Philip Handzel, 317514, District 10; injured August 26, 1982	180.00
Phillip Haskett, 328356, District 1; injured August 26, 1982	128.50
Fred E. Hattenberger, 329220, District 24; injured July 28, 1982	244.85
John Haugh, 327761, District 22; injured July 9, 1982	248.60
Mark T. Hawkins, 330112, District 15; injured July 27, 1982	74.40

Jerome P. Heyden, 342531, District 1; injured August 7, 1982	\$ 77.50
Jerome P. Heyden, 342531, District 1; injured August 9, 1982	128.50
Richard House, 358153, District 3; injured August 27, 1982	163.00
George W. Jackson, 371812, District 5; injured August 7, 1982	225.50
Harold D. Jacoby, 374256, District 22; injured August 26, 1982	68.00
Henry J. Jakob, 374918, District 18; injured August 8, 1982	77.00
Robert A. Jance, 376267, District 1; injured August 5, 1982	75.00
Edward A. Johnson, 383755, District 16; injured November 17, 1981	9,081.34
Philip J. Kalas, 396445, District 16; injured August 20, 1982	87.60
James T. Keating, 405135, District 21; injured August 7, 1982	63.00
Thomas J. Kelly, 411135, District 22; injured August 6, 1982	71.80
Thomas A. Klebba, 423742, District 16; injured August 24, 1982	153.75
Raymond J. Kolasinski, 430217, Gang Crimes South; injured August 20, 1982	135.60
Juan Reyes, Jr., 683146, District 14; injured March 25, 1982	13,788.37
Daniel J. Lalowski, 449857, District 18; injured August 27, 1982	135.50
Jose Lara, 452976, Vice Control Section; injured July 16, 1982	133.00
Gilbert E. Larson, 453986, District 1; injured August 17, 1982	73.00
James A. Learn, Jr., 459186, Gang Enforcement North; injured August 1, 1982	174.00
Lyle R. Lewis, 467684, District 2; injured August 27, 1982	97.00
Robert E. Lump, 481597, District 17; injured June 28, 1982	408.40
Russell Aufman, Firefighter, Engine Co. 108; injured January 10, 1982	55.00
Richard Bieneman, Firefighter, Engine Co. 108; injured January 10, 1982	63.00
Daniel Buckley, Firefighter, Engine Co. 7; injured October 23, 1980	49.00
Michael Carasotti, Firefighter, Engine Co. 44; injured May 21, 1980	52.00
John Eversole, Lieutenant, Truck 36; injured September 5, 1980	56.00
Joseph Fiorito, Firefighter, Engine Co. 57; injured July 25, 1981	72.00
Edward Freemon, Lieutenant, Engine Co. 30; injured August 1, 1980	50.00
Edward Freemon, Lieutenant, Engine Co. 30; injured September 19, 1981	47.00

Edward Goss, Firefighter, Engine Co. 49; injured April 30, 1982	\$ 50.00
Donald Graham, Firefighter, Snorkel Squad No. 3; injured July 18, 1982	131.75
Michael Greco, Firefighter, Engine Co. 26; injured June 8, 1982	63.00
Richard J. Hickey, Lieutenant, Engine Co. 96; injured September 4, 1982	116.00
Thomas E. Hussey, Captain, Engine Co. 70; injured September 4, 1982	56.00
William Janisch, Firefighter, Hook and Ladder 26; injured January 26, 1982	63.00
Robert Jones, Firefighter, Engine Co. 26; injured April 30, 1982	59.00
Robert Kec, Firefighter, Truck 36; injured January 15, 1982	63.00
Jeffrey Larsen, Paramedic, Ambulance 44; injured July 28, 1982	250.00
Patrick Lynch, Firefighter, Squad No. 6; injured September 14, 1982	161.00
Joseph Mahoney, Lieutenant, Engine Co. 109; injured January 28, 1982	20.00
Thomas Moran, Firefighter, Engine Co. 60; injured June 3, 1982	36.00
Eva Murray, Paramedic, Ambulance 44; injured July 16, 1982	107.00
Burness Orr, Firefighter, Hook and Ladder 32; injured January 10, 1982	20.00
Gregory Presny, Firefighter, Hook and Ladder 23; injured September 13, 1982	53.75
Peter Ryan, Firefighter, Engine Co. 49; injured August 23, 1982	316.65
James Sheeran, Lieutenant, Fire Academy; injured November 24, 1980	39.00
Thomas Sheppard, Firefighter, Snorkel Squad No. 1; injured September 13, 1980	43.00
Donald Simpson, Firefighter, Engine Co. 15; injured February 1, 1980	994.70
Richard Storey, Firefighter, Engine Co. 30; injured January 2, 1982	155.00
Norman Taylor, Firefighter, Hook and Ladder 36; injured October 30, 1981	172.00
Joseph Thiel, Firefighter, Hook and Ladder 28; injured June 15, 1981	113.00
Raymond L. Varga, Firefighter, Engine Co. 20; injured March 23, 1981	99.00
Charles Vazquez, Firefighter, Engine Co. 110; injured January 10, 1982	85.00
Robert C. Walsh, Firefighter, Squad No. 5; injured May 13, 1982	122.50

Harry Washington, Firefighter, Truck 53; injured September 8, 1982	\$ 93.60
Harry R. Whedon, Lieutenant, Engine Co. 57; injured June 8, 1982	124.00
Raymond F. Zielazny, Lieutenant, Hook and Ladder 60; injured September 15, 1982	53.00
Raul Almazan, Firefighter, Engine Co. 123; injured September 4, 1982	101.75
Robert Ambrose, Firefighter, Engine Co. 45; injured August 23, 1982	91.00
Charles Bickel, Firefighter, Hook and Ladder 60; injured August 30, 1982	263.50
John Bronke, Firefighter, Engine Co. 123; injured August 23, 1982;	223.00
Edward Brown, Firefighter, Engine Co. 92; injured September 1, 1982	597.00
Steven Bylak, Firefighter, Engine Co. 122; injured August 14, 1982	71.75
William Ciszek, Firefighter, Hook and Ladder; injured July 5, 1982	101.00
William Cosgrove, Firefighter, Snorkel Squad No. 4; injured April 17, 1982	70.00
Raymond A. Cullen, Firefighter, Truck No. 44; injured August 4, 1982	108.50
Joseph Czerwionka, Firefighter, Engine Co. 67; injured May 10, 1982	50.00
Timothy F. Delana, Paramedic, Ambulance No. 20; injured August 15, 1982	264.75
Patrick Dillon, Firefighter, Truck No. 58; injured August 22, 1982	121.50
Louis DiPinto, Lieutenant, Engine Co. 76; injured June 30, 1982	299.75
Steve Dospoy, Firefighter, Hook and Ladder 32; injured February 1, 1982	212.50
Joseph Drennan, Firefighter, Squad No. 1; injured July 15, 1982	136.25
Kevin Drozd, Paramedic, Ambulance No. 19; injured May 14, 1982	205.55
Edward Formsett, Firefighter, Truck No. 2; injured July 28, 1982	63.00
Francis E. Gainer, Lieutenant, Engine Co. 126; injured June 13, 1982	900.00
Pierre V. Gant, Paramedic, Ambulance No. 35; injured July 31, 1982	66.00
David Harrison, Paramedic, Ambulance 27; injured June 14, 1982	183.00
Sylvester Jones, Firefighter, Hook and Ladder 17; injured August 17, 1982	59.10
Donald Kacka, Firefighter, Engine Co. 28; injured July 21, 1982	371.00
Thomas Kennedy, Firefighter, Engine Co. 5; injured July 15, 1982	65.00

LaMartine Edwards, Firefighter, Engine Co. 26; injured February 27, 1982	\$ 292.00
Daniel Lenihan, Lieutenant, Engine Co. 77; injured February 22, 1982	255.00
George Links, Firefighter, Truck No. 11; injured July 16, 1982	86.00
George Lynch, Lieutenant, Engine Co. 55; injured August 14, 1982	164.00
John McCullum, Firefighter, Squad No. 5; injured May 27, 1982	219.50
James McNulty, Firefighter, Engine Co.; injured July 25, 1982	2,792.10
Michael Maloney, Firefighter, Engine Co. 13; injured July 12, 1982	133.10
Raymond Martin, Firefighter, Engine Co. 5; injured July 15, 1982	185.60
Kevin O'Shea, Paramedic, Ambulance No. 7; injured May 6, 1982	117.00
Michael Palomo, Firefighter, Truck No. 17; injured August 11, 1982	56.75
Edward Porter, Lieutenant, Engine Co. 120; injured August 18, 1982	118.00
Stanley Potoczek, Firefighter, Engine Co. 78; injured August 9, 1982	240.00
Charles Ranker, Lieutenant, Engine Co. 113; injured October 21, 1982	168.50
Daniel Reardon, Firefighter, Engine Co. 92; injured August 13, 1982	72.90
Jose Santiago, Firefighter, Squad No. 2; injured August 23, 1982	132.00
Mary Ellen Schwarz, Paramedic, Ambulance No. 7; injured August 19, 1982	89.95
Donald R. Sheppard, Lieutenant, Squad No. 5; injured June 8, 1982	228.50
Stephen Spence, Firefighter, Truck No. 55; injured July 27, 1982	105.00
John Terry, Firefighter, Engine Co. 72; injured August 13, 1982	69.00
John Tweedie, Firefighter, Truck No. 27; injured September 5, 1982	85.54
Kenneth Wojtecki, Firefighter, Squad No. 3; injured May 12, 1982	305.81
Robert Anderson, Firefighter, Engine Co. 18; injured May 18, 1982	58.00
Albert V. Alvarez, Lieutenant, 3rd District Relief; injured June 27, 1982	135.00
Richard Boike, Firefighter, Hook and Ladder 16; injured June 20, 1982	185.75
Robert Cordt, Paramedic, Ambulance No. 3; injured July 29, 1982	137.00

Thomas Cunningham, Lieutenant, Engine Co. 121; injured July 28, 1982	\$ 71.80
Joseph Curran, Firefighter, Engine Co. 88; injured July 21, 1982	234.00
Kevin Doherty, Firefighter, Truck No. 26; injured October 29, 1981	65.00
Patrick Donnelly, Firefighter, Squad No. 4; injured July 28, 1982	101.00
John Dunn, Captain, Hook and Ladder 11; injured July 27, 1982	228.00
Wendel Edingberg, Firefighter, Engine Co. 42; injured July 14, 1982	65.00
Dean Forchione, Lieutenant, Relief; injured December 31, 1981	192.00
Scott R. Gabel, Firefighter, Air Sea Rescue; injured June 22, 1982	144.25
Dale Harris, Firefighter, Engine Co. 82; injured July 19, 1982	212.00
Maurice Holmes, Firefighter, Engine Co. 101; injured August 2, 1982	70.00
Jeffrey Larsen, Paramedic, Ambulance No. 13; injured June 28, 1982	63.00
Ronald Lewis, Firefighter, Engine Co. 82; injured July 19, 1982	226.00
Thomas Lunz, Firefighter, Engine Co. 38; injured June 6, 1982	197.00
Jeffrey Raschke, Firefighter, Hook and Ladder 38; injured July 26, 1982	115.75
Randall Walz, Firefighter, Engine Co. 96; injured October 29, 1981	60.00
Thomas White, Paramedic, Ambulance No. 42; injured March 16, 1982	184.50
William Wynauskas, Firefighter, Truck No. 20 injured July 7, 1982	249.00
Benjamin A. Apicella, Captain, Engine Co. No. 59; injured April 5, 1982	79.00
Peter Barrientos, Paramedic, 3rd District Relief; injured June 3, 1982	22.56
Edmund Beauregard, Firefighter, Flying Manpower Squad; injured January 28, 1972	35.00
Raymond Blocker, Paramedic, Ambulance No. 47; injured November 3, 1981	980.50
Ralph Boyce, Engineer, Engine Co. No. 94; injured February 9, 1982	46.00
Gary Collins Firefighter, Engine Co. No. 72; injured August 18, 1981	50.00
Robert Davis, Firefighter, Engine Co. No. 84; injured September 26, 1981	35.00
Michael Drobitsch, Firefighter, Engine Co. No. 117; injured March 25, 1982	25.00
James Ellis, Firefighter, Engine Co. No. 115; injured March 24, 1982	75.00
James Farrell, Firefighter, Hook and Ladder 52; injured April 15, 1981	175.00

Robert N. Hartsell, Captain, Hook and Ladder 13; injured June 9, 1982	\$	10.00
Derrick Hunter, Firefighter, Hook and Ladder 30; injured February 14, 1982		19.50
Arthur Kieldyk, Firefighter, Squad No. 1; injured January 16, 1982		720.00
Charles McCullough, Firefighter, Truck 39-Detailed to Truck No. 41; injured June 14, 1982		81.00
Michael McErlean, Firefighter, Truck No. 57; injured February 12, 1982		46.00
Steve Neidenbach, Firefighter, Truck No. 29; injured June 2, 1982		438.00
Thomas Quigley, Lieutenant, 5th Relief - Snorkel No. 5; injured January 10, 1982		74.89
William D. Reddy, Firefighter, Engine Co. No. 54; injured June 19, 1982		12.00
Jesse Sanchez, Lieutenant, Truck No. 4; injured May 1, 1982		97.00
Wayne Sieck, Relief Lieutenant, Hook and Ladder 26; injured June 2, 1982		60.00
August Tscouris, Firefighter, Truck No. 27; injured June 6, 1981		10.00
Robert Williams, Paramedic, Ambulance No. 23; injured June 3, 1982		215.00
John Collins, Lieutenant, Engine Co. No. 86; injured December 5, 1981		9,255.00
Walter Schuberth, Captain, Engine Co. No. 95; injured May 9, 1980		1,025.00

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 expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

John Abran, 001248, Youth Division; injured August 7, 1982	\$ 116.72
Andrew Baumann, 033982, Area No. 6: Administration; injured August 13, 1982	133.80
Michael D. Beal, 034995, District 2; injured August 19, 1982	112.00
Milton Benjamin, 040574, District 20; injured July 10, 1982	405.50
William Blake, 052819, District 24; injured July 22, 1982	207.65
Thomas Brown, 081047, District 4; injured May 8, 1982	358.00
Rudolph E. Burks, 090124, District 7; injured August 9, 1982	190.00
Anthony Cannata, 102687, District 18; injured August 30, 1982	120.50
Edward Carfora, 106312, District 25; injured August 23, 1982	148.00
Gilbert Cobb, 131019, District 2; injured June 24, 1982	317.50
Stanley Crump, 158732, District 7; injured August 23, 1982	92.50
Thomas A. Durr, 213559, District 5; injured June 22, 1982	184.64
William Durr, 213560, District 7; injured August 9, 1982	225.00
Kent B. Erickson, 225040, District 18; injured August 30, 1982	165.00
Thomas S. Flynn, 250413, District 9; injured August 17, 1982	63.00
William W. Frapolly, 258489, District 13; injured June 23, 1982	83.00
Gregory Frazier, 251889, District 2; injured June 24, 1982	219.00
Ludwig Friedrich, 260947, District 19; injured August 13, 1982	139.00
Scott T. Gabriel, 263776, District 13; injured August 13, 1982	55.00
John J. Goggin, 288305, Enforcement Section; injured March 21, 1982	481.50
Michael J. Gricki, 302887, District 23; injured November 24, 1981	578.00
Phyllis A. Ham, 316046, District 3; injured August 31, 1982	310.00
Bruno M. Harbut, 320528, District 20; injured August 24, 1982	157.60
Judith A. Hilt, 346637, District 3; injured July 28, 1982	919.50
William F. Polk, 655080, Mass Transit Unit; injured September 26, 1981	95.00

Edward W. Ryan, Jr., 709378, Enforcement Section; injured January 12, 1981	\$ 451.00
Walter Carlson, Firefighter, Engine Co. No. 95; injured July 19, 1982	1,218.47
Don A. Gregory, Firefighter, Engine Co. No. 95; injured July 19, 1982	321.00
Robert A. Janus, Lieutenant, Engine Co. No. 95; injured July 19, 1982	158.00
Frank Leberis, Firefighter, Engine Co. No. 95; injured July 19, 1982	1,210.50
Albert C. Loving, Firefighter, Engine Co. No. 14; injured April 30, 1982	55.00
Thomas Markham, Lieutenant, Engine Co. No. 106; injured August 13, 1982	160.00
Michael G. Nisivaco, Paramedic, Ambulance No. 22; injured August 10, 1982	247.50
William Steiner, Paramedic, Ambulance No. 13; injured June 12, 1982	40.00
Penny Sullivan, Paramedic, Ambulance No. 45; injured August 1, 1982	118.00

**Authority Granted for Payment of Miscellaneous Refunds,
Compensation for Property Damages, 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcini, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--49.

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 claimant the respective amount set opposite their name, said amount to be paid in full and final settlement of each claim on the date and location by type of claim; with said amount to be charged to the activity and account specified as follows:

Damage to Vehicle.

Chicago Public Library: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Laura Frame 3936 N. Whipple Street Chicago, Illinois 60618	2-8-82 6131 N. Newark	\$ 200.00

Vehicle License Refunds.

Department of Finance: Account No. 300.9112.990

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
Raymond Compton 9701 S. Wentworth Avenue Chicago, Illinois 60628	660883	\$ 40.00
Raymond Compton 9701 S. Wentworth Avenue Chicago, Illinois 60628	660882	40.00
Gregory Chruscielski 2525 W. Charleston Chicago, Illinois 60647	602267	40.00
Pauline Morris 7949 S. Manistee Avenue Chicago, Illinois 60649	602055	40.00
Shirley Yarris 5917 N. Ottawa Chicago, Illinois 60631	602043	40.00
Horacio Perez 2620 N. Sawyer Avenue Chicago, Illinois 60647	603011	40.00

Liquor License Refund.

Department of Finance: Account No. 100.9112.934

<i>Name and Address</i>	<i>License No.</i>	<i>Amount</i>
James Dukes Sr. 9422 S. Champlain Avenue Chicago, Illinois 60619	K-29200	\$ 669.00

Damage to Vehicle.

Fire Department: Account No. 100.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Lt. Bart Lago 542 Eletson Drive Crystal Lake, Illinois 60014	12-21-81 4720 N. Drake	\$ 138.00

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>
Harold Eisenstein 2525 Lincoln Highway Olympia Fields, Illinois 60461	6-4-81 W. Farragut and N. Virginia	\$ 420.00
Steven Smith 4406 W. 15th Street Chicago, Illinois 60623	6-8-81 4400 W. 15th Street	200.00
Indiana Insurance Companies and Anthony Gianfrancisco P.O. Box 1206 Aurora, Illinois 60507	2-15-82 4201 S. Ashland Avenue	242.25
Rev. Nelson Mariner 8258 S. Carpenter Street Chicago, Illinois 60620	3-5-82 1030 W. 111th Street	135.00
State Farm Insurance Company and Donald Johnson 5680 S. Archer Avenue Chicago, Illinois 60638	3-14-82 Halsted and Randolph Streets	187.00
Mike Antonijevic 9127 Stevenson Drive DesPlaines, Illinois 60016	4-28-82 4750 N. Central Park	109.00
Allstate Insurance Company and Daniel Laffee P.O. Box 127 Skokie, Illinois 60077	10-21-81 515 W. Wrightwood	330.84
Richard Noto 2312 N. Elm Street River Grove, Illinois 60171	6-9-82 Garage No. 8	203.00
Dale Brunken 4736 N. Central Park Avenue Chicago, Illinois 60625	4-6-81 W. Foster Avenue and N. Kolmar Avenue	330.00
Don Blakey 9151 N. Kildare Avenue Skokie, Illinois 60076	7-10-82 11 W. Wacker Drive	89.00
Edward C. Beale 730 E. 84th Place Chicago, Illinois 60619	4-5-82 635 E. 83rd Street	49.00
Joanne Seper 3422 N. Elston Avenue Chicago, Illinois 60618	1-31-82 3422 N. Elston Avenue	275.00

Yvonne Randle 1450 E. 55th Street Apt. 723 Chicago, Illinois 60637	7-17-82 7330 S. Lafayette	\$ 58.00
Gerald I. Mallen 439 Webster Street Chicago, Illinois 60614	3-7-82 875 N. Rush Street	425.00
Shirley Lamberty 5915 W. Gunnison Chicago, Illinois 60630	3-30-82 Division and Clybourn	52.00
Midge Jullian 17218 Hillside Hazelcrest, Illinois 60429	2-5-82 875 N. Rush Street	97.00
James C. Grant Sr. 5877 N. Kilbourn Avenue Chicago, Illinois 60646	4-16-82 Forest Glen and Berwyn	134.00
Thea F. Flaum 734 W. Hutchinson Street Chicago, Illinois 60613	6-22-82 Bet. Superior and Huron on Michigan Avenue	168.29
Charles Edwards 7649 W. Hortense Avenue Chicago, Illinois 60631	7-16-82 Garage No. 8	31.00
Susan E. Harris 6225 N. Lemont Avenue Chicago, Illinois 60646	6-12-82 6261 N. Lincoln Avenue	92.00

Damage to Property.

Department of Sewers: Account No. 314.9112.934

<i>Name and Address</i>	<i>Date and Location</i>	<i>Amount</i>
Peoples Gas Light and Coke Company and Henry J. Wiltjer 122 S. Michigan Avenue Room 1939 Chicago, Illinois 60603	5-3-82 9520 S. Avenue L	\$ 417.00

and

Be It Further Ordered, That the Commissioner of Water is authorized 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 on the date and location 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>
Edward Bell 816 W. 18th Street Chicago, Illinois 60608	816 W. 18th Street	\$ 158.64

October 27, 1982

REPORTS OF COMMITTEES

13191

Bob Cordero 1634 N. Karlov Avenue Chicago, Illinois 60639	1634 N. Karlov Avenue	\$ 28.55
Arthur Jones 6150 S. Rhodes Avenue Chicago, Illinois 60637	6150 S. Rhodes Avenue	36.30
V.W. Associates c/o William Ramos 6462 N. Lehigh Chicago, Illinois 60646	2019 W. Armitage Avenue	300.00
John Sitko 1512 W. Huron Street Chicago, Illinois 60622	1512 W. Huron Street	65.47
Walter Czaja 2714 W. 43rd Street Chicago, Illinois 60632	2714 W. 43rd Street	36.84

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 200.8220.935

<i>Name and Address</i>	<i>Location</i>	<i>Amount</i>
James Goff 1441 N. Dearborn Street Chicago, Illinois 60610	1441 N. Dearborn Street	\$ 94.25
M. Sasko 1937 W. Chicago Avenue Chicago, Illinois 60622	1937 W. Chicago Avenue	104.50
Irene Rogers 3130 S. Union Avenue Chicago, Illinois 60653	3130 S. Union Avenue	300.00
Joseph R. Palmer 3917 S. Vincennes Avenue Chicago, Illinois 60653	3917 S. Vincennes Avenue	74.63
Michael Dragovich 2821 W. Leland Avenue Chicago, Illinois 60625	511 N. Noble Street	69.40
Daniel Meredith 2134 W. Washburne Avenue Chicago, Illinois 60653	2134 W. Washburne Avenue	300.00
Rev. Arthur Woods 1250-52 E. 75th Street Chicago, Illinois 60619	1250-52 E. 75th Street	189.12
Ballasar L. Regaldo 2219 W. 19th Street Chicago, Illinois 60608	2219 W. 19th Street	194.91

Edwin T. Bardo 2309 N. Rockwell Street Chicago, Illinois 60647	2307-13 N. Rockwell Street	\$ 129.03
William Konow 5420 S. Honore Street Chicago, Illinois 60609	5240 S. Honore Street	75.44
Frank M. Lowery 1432 N. North Park Chicago, Illinois 60610	1432 N. North Park	30.88
Better Products 2509-11 W. Augusta Boulevard Chicago, Illinois 60622	2509-11 W. Augusta Boulevard	175.27
Wilhelma Plunkett 5106 W. Chicago Avenue Chicago, Illinois 60651	5106 W. Chicago	300.00
Michael Schnitzler 4250 N. Marine Drive Chicago, Illinois 60613	4250 N. Marine Drive	300.00
Peter Anderson 655 W. Irving Park Road Chicago, Illinois 60613	1627 N. Honore Street	300.00
Angelo Herrera 6041 W. Berenice Avenue Chicago, Illinois 60634	6041 W. Berenice Avenue	300.00
John Kaluzny 1545 W. Wabansia Avenue Chicago, Illinois 60622	1545 W. Wabansia Avenue	134.07

Do Not Pass--SUNDRY CLAIMS FOR PAYMENT OF DAMAGE
TO VEHICLES, ETC.

The Committee on Finance submitted the following report:

CHICAGO, October 25, 1982.

To the President and Members of the City Council:

Your Committee on Finance, to which were referred July 15, 1982, and subsequently, sundry claims as follows:

Compensation for Damage to Vehicles

(July 15, 1982)	Oscar Levine
(October 6, 1982)	Nancy A. Keslinke
(October 6, 1982)	Barbara A. Jordan
(October 6, 1982)	General Accident Group and Thomas F. Hannon III
(October 6, 1982)	Allstate Insurance Company and Stanley Stewart

(October 6, 1982)	Joan Napoli, c/o Jack F. Clifford & Associates
(September 15, 1982)	Western States Insurance Company and Thomas A. Genetz
(September 15, 1982)	Allstate Insurance Company and Harrison and Annette Silas
(September 15, 1982)	State Farm Insurance Company and Perry Strong
(October 6, 1982)	Delta Casualty Company and Mary Cunigan
(October 6, 1982)	The Travelers Insurance Company and Grace Boguslawski
(October 6, 1982)	State Farm Insurance Company and Nick Vertucci

Compensation for Various Refunds

(May 5, 1982)	Shirley Williams
(May 5, 1982)	Hartman Wholesale
(May 5, 1982)	Upshaw Ent
(May 18, 1982)	Rafaela Muro
(May 27, 1982)	Sigmung Wozniak
(July 23, 1982)	Albany Bank Trust

Compensation for Personal Injuries

(July 15, 1982)	Lorraine Andras
(October 6, 1982)	Alexander S. Davis c/o Law Office of Alvin H. Eisenberg
(September 15, 1982)	Illinois Department of Transportation

Compensation for Damage to Property

(July 23, 1982)	Philip G. Pietsch
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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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--49.

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.

Failed to Pass--PROPOSED ORDER FOR CANCELLATION
OF WARRANT FOR COLLECTION.

The Committee on Finance submitted a report recommending that the City Council *Do Not Pass*, a proposed order authorizing the cancellation of a Warrant for Collection for the maintenance and operation of a fire alarm box located at the Chicago Lying In Hospital, No. 5841 S. Maryland Avenue.

Alderman Frost moved to *Concur In* the committee's recommendation. The Chair thereupon stated: "Shall the proposed order pass, the recommendation of the committee to the contrary notwithstanding?", and the question being put, said proposed order *Failed to Pass*, by yeas and nays as follows:

Yeas--None.

Nays--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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

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

Placed on File--COMMUNICATION FROM DEPT. OF PUBLIC WORKS
CONCERNING MONTHLY PROGRESS REPORT FOR THE MONTH
OF SEPTEMBER, 1982.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Public Works concerning the Monthly Progress Report on Sewer Bond Issue Projects for the month ending September 30, 1982.

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

COMMITTEE ON BUILDINGS AND ZONING.

Chicago Zoning Ordinance Amended to Reclassify
the Area Shown on Map No. 1-K.

The Committee on Buildings and Zoning submitted the following report:

CHICAGO, October 19, 1982.

To the President and Members of the City Council:

Your Committee on Buildings and Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred to Your Committee on October 6, 1982), to amend the Chicago Zoning Ordinance for the purpose of reclassifying a particular area.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
 (Signed) EDWARD R. VRDOLYAK,
Chairman.
 (Signed) FRED B. ROTI,
Vice-Chairman.

On motion of Alderman Roti the committee's recommendation was *Concurred In* and 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 1-K in area bounded by

W. Washington Boulevard; N. Keeler Avenue; the alley next south of W. Washington Boulevard; and a line 150.21 feet east of the west line of N. Keeler Avenue,

to those of an R5 General Residence District, and a corresponding use district is hereby established in the area above described.

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

COMMITTEE ON ECONOMIC DEVELOPMENT.

Conditional Approval Given to Issuance of Industrial Revenue Bond
 of \$2,100,000 for Construction of Project by
 C & K Distributors, Inc.

The Committee on Economic Development submitted the following report:

CHICAGO, October 19, 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 October 6, 1982) granting conditional approval of an industrial revenue bond issue in the amount of \$2,100,000 for the construction of a project by C & K Distributors, Inc., 555 North Tripp Avenue, 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, 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 \$2,100,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be owned by C & K Distributors, Inc., to be used as industrial and distribution facilities 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:

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and said Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in said 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 \$2,100,000 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 of \$2,000,000 for Construction of Project by
Gold Eagle Company.**

The Committee on Economic Development submitted the following report:

CHICAGO, October 19, 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 October 6, 1982) granting conditional approval of an industrial revenue bond issue in the amount of \$2,000,000 for the construction of a project by Gold Eagle Company, 1872 North Clybourn Avenue, begs leave to recommend that Your Honorable Body *Pass*, the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by 8 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, 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 \$2,000,000 of Industrial Revenue Bonds to finance an industrial development project in the City of Chicago, Illinois, to be used by Gold Eagle Co. as a manufacturing 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:

SECTION 1. The recommendation of the Commissioner, on behalf of the Department, is hereby accepted and said Memorandum of Agreement in the form submitted to this City Council is hereby approved.

SECTION 2. Upon the fulfillment of the conditions stated in said 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 \$2,000,000 for the purpose aforesaid.

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

COMMITTEE ON HOUSING, CITY AND COMMUNITY DEVELOPMENT.

**Approval Given to Revised Redevelopment Plan for
Blighted Commercial District North Loop.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 26, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 15, 1982) to approve the Revised Redevelopment Plan for Blighted Commercial Area Project North Loop dated October 12, 1982, approved by the Commercial District Development Commission by Resolution No. 82-CDDC-51, adopted by the Commission on October 12, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Majerczyk, Burke, Barden, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schuler, Stone--32.

Nays--Aldermen Humes, Streeter, Oberman, Volini, Orr--5.

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

The following is said ordinance as passed:

WHEREAS, The Commercial District Development Commission by Resolution and the City Council by Ordinance adopted March 28, 1979, approved a Redevelopment Plan for Blighted Commercial Area Project North Loop; and

WHEREAS, The Commercial District Development Commission has prepared a Revised Redevelopment Plan and approved the same by a majority of its members by Resolution No. 82-CDDC-51, adopted at its meeting on October 12, 1982; and

WHEREAS, The Commercial District Development Commission has submitted said Revised Plan and its Resolution No. 82-CDDC-51 to this Body for its review and consideration; now, therefore,

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

SECTION 1. That the Plan submitted by the Commercial District Development Commission, identified as the Revised Redevelopment Plan for Blighted Commercial Area Project North Loop dated October, 1982, consisting of 7 pages and 2 exhibits, incorporated by reference herein, is duly adopted and approved.

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

**Approval Given to North Loop Guidelines for
Conservation and Redevelopment.**

The Committee on Housing, City and Community Development submitted the following report:

CHICAGO, October 26, 1982.

To the President and Members of the City Council:

Your Committee on Housing, City and Community Development, having had under consideration a proposed ordinance transmitted with a communication signed by Honorable Jane M. Byrne, Mayor (which was referred on October 15, 1982) to approve the North Loop Guidelines for Conservation and Redevelopment, amended on October 14, 1982, approved by the Commercial District Development Commission by Resolution No. 82-CDDC-50, adopted by the Commission on October 12, 1982, a certified copy of which is attached to the ordinance, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 7 members of the committee, with 1 dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

Alderman Gabinski moved to pass the proposed ordinance transmitted with the foregoing committee report.

Alderman Bloom then presented the following amendment:

*Motion to Amend Ordinance Approving Revised
North Loop Guidelines.*

The Plan is amended to add the following language:

"SECTION 3. No request for proposal shall be issued and no bid accepted unless and until the Chicago City Council shall have approved the request for proposal."

Alderwoman Barden moved to *Lay the Amendment on the Table*. The motion to Lay on the Table *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Sawyer, Majerczyk, Burke, Barden, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--27.

Nays--Aldermen Bloom, Bertrand, Humes, Huels, Streeter, Kelley, Oberman, Merlo, Volini, Orr--10.

Alderman Oberman then presented a second amendment to the proposed ordinance which reads as follows:

Motion to amend the ordinance approving the North Loop Guidelines by amending Section VIII, E of the Guidelines by adding the words "sealed bid" after the words "open, fair" and by amending the paragraph entitled "Disposition" in Section VIII by adding the word "sealed" before the word "bidding".

Alderman Gabinski moved *Lay the Amendment on the Table*. The motion to Lay on the Table *Prevailed*, by yeas and nays as follows:

Yeas--Aldermen Roti, Barnett, Sawyer, Majerczyk, Burke, Barden, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Gabinski, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Clewis, Axelrod, Schulter, Stone--27.

Nays--Aldermen Bloom, Bertrand, Humes, Huels, Streeter, Kelley, Oberman, Merlo, Volini, Orr--10.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Majerczyk, Burke, Barden, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Pucinski, Natarus, Merlo, Clewis, Axelrod, Schulter, Stone--32.

Nays--Aldermen Humes, Streeter, Oberman, Volini, Orr--5.

The following is said ordinance as passed:

WHEREAS, The Goals, Objectives, Parameters, and Principals contained in the North Loop Guidelines for Conservation and Redevelopment (revised May, 1981) were approved and adopted on October 6, 1981 by Ordinance of the City Council of the City of Chicago to provide a framework for review and consideration of North Loop redevelopment proposals; and

WHEREAS, On October 12, 1982 following public hearing and discussion of the North Loop Guidelines for Conservation and Redevelopment (revised October 12, 1982), the Commercial District Development Commission adopted a Resolution approving the North Loop Guidelines (revised October 12, 1982); and

WHEREAS, On October 14, 1982, the Chicago Plan Commission conducted a public hearing and discussion of the North Loop Guidelines for Conservation and Redevelopment (revised October 12, 1982), during which hearing several proposed revisions were presented to and considered by the Chicago Plan Commission; and

WHEREAS, On October 14, 1982, the Chicago Plan Commission adopted a Resolution approving the North Loop Guidelines for Conservation and Redevelopment and approving certain specific revisions thereto; and

WHEREAS, The North Loop Guidelines for Conservation and Redevelopment (revised October 14, 1982), and the records of the proceedings of relevant public hearings held by the Commercial District Development Commission, the North Loop Evaluation Committee of the Commercial District Development Commission, and the Chicago Plan Commission, as well as the relevant respective Resolutions approved by those Commissions, have been conveyed to the City Council of the City of Chicago for review and consideration; now, therefore,

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

SECTION 1. The North Loop Guidelines for Conservation and Redevelopment as Revised October 14, 1982, is hereby approved and adopted.

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

COMMITTEE ON LOCAL INDUSTRIES, STREETS AND ALLEYS.

Orders Passed for Grants of Privileges in Public Ways.

The Committee on Local Industries, Streets and Alleys to which had been referred (September 15, 1982) one hundred seven proposed orders for grants of privileges in public ways, submitted separate reports recommending that the City Council pass said proposed orders (transmitted therewith).

On separate motions made by Alderman Barnett *each* of the said proposed orders 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schalter, Volini, Orr, Stone--50.

Nays--None.

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

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

Grant to Affy Tapple, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Affy Tapple, Inc. to maintain and use an existing canopy over the public right-of-way in N. Clark Street attached to the building or structure located at No. 7112 N. Clark Street for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 153 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-eight and no/100 Dollars (\$178.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Almar Draperies: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Almar Draperies to maintain and use an existing canopy over the public right-of-way in W. Devon Avenue attached to the building or structure located at No. 1219 W. Devon Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 3 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to American National Bank & Trust Co. of Chicago,
U/T No. 16301: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Co. of Chicago U/T 16301 c/o Hellenic Foundation to maintain and use an existing canopy over the public right-of-way in N. Sheridan Road attached to the building or structure located at No. 5700 N. Sheridan Road for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to American National Bank & Trust Co. of Chicago,
U/T No. 54831: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to American National Bank & Trust Co. of Chicago as trustee under land trust No. 54831 to maintain and use an existing canopy over the public right-of-way in N. Franklin Street attached to the building or structure located at Nos. 730 - 740 N. Franklin Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to American National Bank and Trust Company of Chicago:
U/T No. 76406: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust Company of Chicago, Trustee of the Trust known as No. 76406 to maintain and use an existing canopy over the public right-of-way in East Wacker Drive attached to the building or structure located at No. 151 East Wacker Drive for a period of three (3) years from and after November 14, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 150 feet in length, nor 20 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Charles W. Anderson Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Charles W. Anderson Funeral Home to maintain and use an existing canopy over the public right-of-way in West Armitage Avenue attached to the building or structure located at No. 4325 West Armitage Avenue for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Apex Paper Box Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Apex Paper Box Corporation to maintain and use an existing canopy over the public right-of-way in S. Rockwell Street attached to the building or structure located at Nos. 1333-1345 S. Rockwell Street for a period of three (3) years from and after October 7, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 85 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Ten and no/100 Dollars (\$110.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Appleton Electric Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Appleton Electric Company to maintain and use an existing canopy over the public right-of-way in North Paulina Street attached to the building or structure located at No. 2948 N. Paulina Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 27 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 Dollars (\$52.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Archer Federal Savings and Loan Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Archer Federal Savings and Loan Association to maintain and use an existing canopy over the public right-of-way in Archer Avenue attached to the building or structure located at No. 3521 Archer Avenue for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Armando's Restaurant, Inc.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Armando's Restaurant, Inc. to maintain and use two existing canopies over the public right-of-way in N. Rush and E. Superior Streets attached to the building or structure located at No. 735 N. Rush Street and No. 100 E. Superior Street for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 5 feet and 13 feet respectively in length, nor 15 feet and 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to B & B Property Services, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to B & B Property Services, Inc. to maintain and use an existing canopy over the public right-of-way in N. Kenmore Avenue attached to the building or structure located at No. 6230 N. Kenmore Avenue for a period of three (3) years from and after November 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 17 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to H & E Balaban Corporation: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to H & E Balaban Corporation to maintain and use an existing canopy over the public right-of-way in N. Pulaski Road attached to the building or structure located at Nos. 3311-3317 N. Pulaski Road for a period of three (3) years from and after December 7, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 39 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-four and no/100 Dollars (\$64.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Becker's Bakery: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Becker's Bakery to maintain and use an existing canopy over the public right-of-way in North Clark Street attached to the building or structure located at No. 6621 N. Clark Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 7 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Jay Bee Trust: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Jay Bee Trust to maintain and use an existing canopy over the public right-of-way in Archer Avenue attached to the building or structure located at Nos. 4181-4193 S. Archer Avenue for a period of three (3) years from and after September 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 150 feet in length, nor 8½ feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Seventy-five and no/100 Dollars (\$175.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Bellino's Beauty Salon: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Bellino's Beauty Salon to maintain and use an existing canopy over the public right-of-way in N. Central Avenue

attached to the building or structure located at No. 3141 N. Central Avenue for a period of three (3) years from and after October 12, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Benson Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Benson Funeral Home to maintain and use an existing canopy over the public right-of-way in West Montrose Avenue attached to the building or structure located at No. 3224 W. Montrose Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Berger Realty Group, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Berger Realty Group, Inc. to maintain and use an existing canopy over the public right-of-way in N. Sheridan Road attached to the building or structure located at No. 2850 N. Sheridan Road for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Binyon's Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Binyon's Restaurant to maintain and use an existing canopy over the public right-of-way in S. Plymouth Court attached to the building or structure located at No. 327 S. Plymouth Court for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Broadway Clark Building Corp.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Broadway Clark Building Corp. to maintain and use two existing canopies over the public right-of-way in W. Lawrence Avenue and N. Broadway attached to the building or structure located at No. 1136 W. Lawrence Avenue and No. 4753 N. Broadway for a period of three (3) years from and after August 3, 1982

in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 20 feet respectively in length, nor 10 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to L. Buttermann & Associates: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to L. Buttermann & Associates to maintain and use an existing canopy over the public right-of-way in W. Belmont Avenue attached to the building or structure located at No. 739 W. Belmont Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 9 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Cantonese Chef (So-Har), Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Cantonese Chef (So-Har), Inc. to maintain and use an existing canopy over the public right-of-way in S. Wentworth Avenue attached to the building or structure located at No. 2342 S. Wentworth Avenue for a period of three (3) years from and after October 14, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 48 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-three and no/100 Dollars (\$73.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Chang's Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Chang's Restaurant to maintain and use an existing canopy over the public right-of-way in W. Howard Street attached to the building or structure located at No. 1525 W. Howard Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 28 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-three and no/100 Dollars (\$53.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Circle Fine Art Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Circle Fine Art Corporation to maintain and use an existing canopy over the public right-of-way in E. Walton Street attached to the building or structure located at No. 58 E. Walton Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 6 feet in

width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Circle Studio: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Circle Studio to maintain and use 6 existing canopies over the public right-of-way in N. Western Avenue attached to the building or structure located at No. 5600 N. Western Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 3 feet in length for 5 canopies and 4 feet in length for one canopy nor 3 feet in width for 5 canopies and 4 feet in width for one canopy: Upon the filing of the acceptance and bond and payment of Three Hundred and no/100 Dollars (\$300.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Jose Colunga: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jose Colunga to maintain and use an existing canopy over the public right-of-way in S. California Avenue attached to the building or structure located at No. 4609 S. California Avenue for a period of three (3) years from and after September 16, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Commodore Inn, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Commodore Inn, Inc. to maintain and use an existing canopy over the public right-of-way in N. Kenmore Avenue attached to the building or structure located at No. 5547 N. Kenmore Avenue for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
*Grant to Cosmopolitan National Bank of Chicago
U/T No. 6786: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Cosmopolitan National Bank of Chicago, as Trustee under Trust No. 6786 to maintain and use an existing canopy over the public right-of-way in North Clark Street attached to the building or structure located at No. 1816 N. Clark Street for a period of three (3) years from and after September 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the

Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to The Covenant Club of Illinois: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Covenant Club of Illinois to maintain and use an existing canopy over the public right-of-way in North Dearborn Street attached to the building or structure located at No. 10 N. Dearborn Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to Paul Doi: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Paul Doi to maintain and use an existing canopy over the public right-of-way in N. Broadway attached to the building or structure located at No. 3804 N. Broadway for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

—
Grant to H. Dolins Co.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to H. Dolins Co. to maintain and use an existing canopy over the public right-of-way in N. La Salle Street attached to the building or structure located at No. 1232 N. La Salle Street for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to H. Dolins Co. d/b/a/ Carling Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to H. Dolins Co. d/b/a/ Carling Hotel to maintain and use an existing canopy over the public right-of-way in N. LaSalle Street attached to the building or structure located at No. 1512 N. LaSalle Street for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet

in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Edgewater Beach Apartment Corp.: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Edgewater Beach Apartment Corp. to maintain and use two existing canopies over the public right-of-way in N. Sheridan Road attached to the building or structure located at No. 5555 N. Sheridan Road for a period of three (3) years from and after October 18, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 41 feet and 10 feet respectively in length, nor 31 feet and 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Sixteen and no/100 Dollars (\$116.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Edgewater Hospital, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Edgewater Hospital, Inc. to maintain and use an existing canopy over the public right-of-way in N. Ashland Avenue attached to the building or structure located at No. 5700 N. Ashland Avenue for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 67 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Ninety-two and no/100 Dollars (\$92.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Aron Eisenberg: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Aron Eisenberg to construct, maintain and use a canopy over the public right-of-way in N. Pine Grove Avenue attached to the building or structure located at Nos. 3019-3033 N. Pine Grove Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to The Embassy Apartments: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Embassy Apartments to maintain and use an existing canopy over the public right-of-way in N. Pine Grove Avenue attached to the building or structure located at No. 2756 N. Pine Grove Avenue for a period of three (3) years from and after November 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 11 feet

in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to European Sausage House: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to European Sausage House to maintain and use an existing canopy over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at No. 4361 N. Lincoln Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Evanston Trust and Savings Bank, U/T No. 1037: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Evanston Trust and Savings Bank as Trustee, U/T No. 1037 to maintain and use an existing canopy over the public right-of-way in N. Broadway attached to the building or structure located at No. 3017 N. Broadway for a period of three (3) years from and after June 22, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Evergreen Plaza Associates, Arthur Rubloff and Company, General Partnership: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Evergreen Plaza Associates, Arthur Rubloff and Company, General Partnership to maintain and use an existing canopy over the public right-of-way in W. 95th Street attached to the building or structure located at No. 2301 W. 95th Street for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 26 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-one and no/100 Dollars (\$51.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

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Grant to Exchange National Bank, U/T No. 12493: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Exchange National Bank, U/T No. 12493 to maintain and use an existing canopy over the right-of-way in S. Everett Avenue attached to the building or structure located at No. 5541 S. Everett Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Exchange National Bank, U/T No. 23364: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Exchange National Bank, U/T No. 23364 to maintain and use an existing canopy over the public right-of-way in N. Wells Street attached to the building or structure located at No. 1240 N. Wells Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Faith Tabernacle, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Faith Tabernacle Inc. to construct, maintain and use a canopy over the public right-of-way in W. Grace Street attached to the building or structure located at No. 817 W. Grace Street for a period of three (3) years from and after the date of its passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 117 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Forty-two and no/100 Dollars (\$142.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Five Thousand East End Avenue Building Corporation: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Five Thousand East End Avenue Building Corporation to maintain and use two (2) existing canopies over the public right-of-way in East End Avenue attached to the building or structure located at No. 5000 East End Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 10 feet respectively in length, nor 16 feet in width respectively: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to 4950 Powahatan Building Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 4950 Powahatan Building Corporation to maintain and use an existing canopy over the public right-of-way in E. 50th Street attached to the building or structure located at No. 1648 E. 50th Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Furman Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Furman Home to maintain and use an existing canopy over the public right-of-way in N. Albany Avenue attached to the building or structure located at No. 4002 N. Albany Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sal Gadd., Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sal Gadd., Inc. to maintain and use an existing canopy over the public right-of-way in N. Wells Street attached to the building or structure located at No. 541 N. Wells Street for a period of three (3) years from and after August 2, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 22 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to James Gallios: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to James Gallios to construct, maintain and use two canopies over the public right-of-way in S. Wabash Avenue attached to the building or structure located at No. 134 S. Wabash Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet and 9 feet respectively in length, nor 2 feet and 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Jim Gee, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jim Gee, Inc. to maintain and use an existing canopy over the public right-of-way in W. Devon Avenue attached to the building or structure located at No. 1255 W. Devon Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to General Parking Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to General Parking Corporation to maintain and use an existing canopy over the public right-of-way in N. Wabash Avenue attached to the building or structure located at No. 400 N. Wabash Avenue for a period of three (3) years from and after December 22, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 54 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Seventy-nine and no/100 Dollars (\$79.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Gold Coast Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Gold Coast Corporation to maintain and use an existing canopy over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at No. 5159 N. Lincoln Avenue for a period of three (3) years from and after November 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 100 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Twenty-five and no/100 Dollars (\$125.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Hanna East, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hanna East, Inc. to maintain and use an existing canopy over the public right-of-way in E. Ohio Street attached to the building or structure located at No. 210 E. Ohio Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Dorothy Hawkins: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Dorothy Hawkins to maintain and use an existing canopy over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at No. 5115 N. Lincoln Avenue for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Hyatt Corporation: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hyatt Corporation to maintain and use two existing canopies over the public right-of-way in E. Chicago Avenue and N. Michigan Avenue attached to the building or structure located at E. Chicago Avenue and No. 800 N. Michigan Avenue for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 15 feet and 10 feet respectively in length, nor 7 feet and 20 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Italian Village Restaurant, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Italian Village Restaurant, Inc. to maintain and use an existing canopy over the public right-of-way in W. Monroe Street attached to the building or structure located at No. 71 W. Monroe Street for a period of three (3) years from and after December 31, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 24 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Jokers Pub., Ltd., d/b/a The Fiddlers Green: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Jokers Pub., Ltd. d/b/a The Fiddlers Green to maintain and use an existing canopy over the public right-of-way in W. Devon Avenue attached to the building or structure located at Nos. 1553-1555 W. Devon Avenue for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 65 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Ninety and no/100 Dollars (\$90.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Isaiah Jones, d/b/a Jones Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Isaiah Jones, d/b/a Jones Funeral Home to maintain and use an existing canopy over the public right-of-way in S. Halsted Street attached to the building or structure located at No. 7949 S. Halsted Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to David Kapper: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to David Kapper to maintain and use two existing canopies over the public right-of-way in N. Southport Avenue attached to the building or structure located at No. 1401 W. Diversey Avenue for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 8 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Kolssak Funeral Home: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Kolssak Funeral Home to maintain and use an existing canopy over the public right-of-way in W. Division Street attached to the building or structure located at Nos. 4255-4259 W. Division Street for a period of three (3) years from and after the January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Ted Kowalczyk: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Ted Kowalczyk to maintain and use two existing canopies over the public right-of-way in N. Milwaukee Avenue attached to the building or structure located at Nos. 2936-2940 N. Milwaukee Avenue for a period of three (3) years from and after the December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 11 feet and 9 feet respectively in length, nor 7 feet and 7 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Krauspe Funeral Homes, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Krauspe Funeral Homes, Inc. to maintain and use an existing canopy over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at Nos. 3905-3907 N. Lincoln Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sam Lane: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sam Lane to maintain and use an existing canopy over the public right-of-way in N. Devon Avenue attached to the building or structure located at No. 1346 W. Devon Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to La Provence de Pierre Deux, Inc. of Illinois: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to La Provence de Pierre Deux, Inc. of Illinois to maintain and use an existing canopy over the public right-of-way in E. Oak Street attached to the building or structure located at No. 113 East Oak Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to LaSalle - Ohio Enterprises, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to LaSalle - Ohio Enterprises, Inc. to maintain and use two existing canopies over the public right-of-way in W. Ohio Street and N. LaSalle Street attached to the building or structure located at No. 125 W. Ohio Street and No. 545 N. LaSalle Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 12 feet and 20 feet respectively in length, nor 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to LaSalle Street Press Building Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to LaSalle Street Press Building Corporation to maintain and use an existing canopy over the public right-of-way in W. Ohio Street attached to the building or structure located at No. 325 W. Ohio Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Gloria Lissner, d/b/a Happy Tails: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Gloria Lissner, d/b/a Happy Tails to maintain and use an existing canopy over the public right-of-way in W. Devon Avenue attached to the building or structure located at No. 1527 W. Devon Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Charles Machay, d/b/a Polonia Banquets: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Charles Machay, d/b/a Polonia Banquets to maintain and use an existing canopy over the public right-of-way in S. Archer Avenue attached to the building or structure located at No. 4604 South Archer Avenue for a period of three (3) years from and after November 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to John V. May Funeral Home, Inc.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to John V. May Funeral Home, Inc. to maintain and use two existing canopies over the public right-of-way in N. Milwaukee Avenue attached to the building or structure located at Nos. 4553-4561 N. Milwaukee Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 16 feet and 10 feet respectively in length, nor 12 feet and 11 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Michigan Avenue National Bank, U/T No. 1082: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Michigan Avenue National Bank, U/T No. 1082 to maintain and use three existing canopies over the public right-of-way in N. Lincoln Avenue attached to the building or structure located at Nos. 2212-2218 N. Lincoln Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 6 feet respectively in length, nor 4 feet, 4 feet and 6 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Midland Realty Company: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Midland Realty Company to maintain and use an existing canopy over the public right-of-way in S. Western Avenue attached to the building or structure located at No. 1500 S. Western Avenue for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 40 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Sixty-five and no/100 Dollars (\$65.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Mid-west Transformer Co.: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Mid-west Transformer Co. to maintain and use four existing canopies over the public right-of-way in N. Halsted Street attached to the building or structure located at No. 1642 N. Halsted Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 14 feet, 14 feet, 17 feet and 18 1/2 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred and no/100 Dollars (\$200.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Bob Neal Pontiac-Toyota, Inc: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bob Neal Pontiac-Toyota, Inc. to maintain and use an existing canopy over the public right-of-way in S. Stony Island Avenue attached to the building or structure located at No. 7600 S. Stony Island Avenue for a period of three (3) years from and after September 15, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Nelson Brothers Furniture Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Nelson Brothers Furniture Corporation to maintain and use an existing canopy over the public right-of-way in S. Halsted Street attached to the building or structure located at No. 6535 S. Halsted Street for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 185 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Two Hundred Ten and no/100 Dollars (\$210.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Nyberg, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Nyberg, Inc. to maintain and use an existing canopy over the public right-of-way in N. Wabash Avenue attached to the building or structure located at No. 640 N. Wabash Avenue for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Outer Drive West: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Outer Drive West to maintain and use an existing canopy over the public right of way in W. Lawrence Avenue attached to the building or structure located at No. 910 W. Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Park Edgewater Condominium Association: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Park Edgewater Condominium Association to maintain and use an existing canopy over the public right of way in North Sheridan Road attached to the building or structure located at No. 6101 N. Sheridan Road for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Peoples Church of Chicago: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Peoples Church of Chicago to maintain and use an existing canopy over the public right of way in W. Lawrence Avenue attached to the building or structure located at No. 941 W. Lawrence Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 10 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Pioneer Trust and Savings Bank,
U/T No. 10527: Canopy.*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Pioneer Trust and Savings Bank as Trustee U/T No. 10527 to maintain and use an existing canopy over the public right of way in North Western Avenue attached to the building or structure located at No. 7324 N. Western Avenue for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 110 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Thirty-five and no/100 Dollars (\$135.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Piser Menorah Chapel/Weinstein and Sons: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Piser Menorah Chapel/Weinstein and Sons to maintain and use an existing canopy over the public right of way in West Peterson Avenue attached to the building or structure located at No. 3021 W. Peterson Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 19 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Plitt Theatres, Inc.: Canopy
(No. 3175 N. Broadway).*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Plitt Theatres, Inc., to maintain and use an existing canopy over the public right of way in North Broadway attached to the building or structure located at No. 3175 North Broadway for a period of three (3) years from and after date of passage of this order in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

*Grant to Plitt Theatres, Inc.: Canopy
(Nos. 58-68 E. Oak St.).*

Ordered. That the City Comptroller is hereby authorized to issue a permit to Plitt Theatres, Inc. to maintain and use a canopy over the public right of way in East Oak Street attached to the building or structure located at Nos. 58-68 East Oak Street for a period of three (3) years from and after December 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 59 feet in length, nor 18 feet in width: Upon the filing of the acceptance and bond and payment of Eighty-five and no/100 Dollars (\$85.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Polk Bros., Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Polk Bros., Inc., to maintain and use an existing canopy over the public right of way in N. Central Avenue attached to the building or structure located at No. 2910 N. Central Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to The Prudential Insurance Company of America: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Prudential Insurance Company of America, to maintain and use an existing canopy over the public right of way in North Michigan Avenue attached to the building or structure located at No. 645 N. Michigan Avenue for a period of three (3) years from and after December 30, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 30 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 Dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Radeke, Jensen and Me, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Radeke, Jensen and Me, Inc. to maintain and use a canopy over the public right of way in North Wabash Avenue attached to the building or structure located at No. 216 N. Wabash Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 9 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Romir, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Romir, Inc. to maintain and use an existing canopy over the public right of way in N. Wells Street attached to the building or structure located at No. 439 N. Wells Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Royal London Wax Museum, Ltd.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Royal London Wax Museum, Ltd. to maintain and use an existing canopy over the public right-of-way in North Wells Street attached to the building or structure located at No. 1419 N. Wells Street for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sabu Restaurant: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sabu Restaurant to maintain and use an existing canopy over the public right-of-way in W. Devon Avenue attached to the building or structure located at No. 1211 W. Devon Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Salzburger Hof, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Salzburger Hof, Inc. to maintain and use an existing canopy over the public right-of-way in North Clark Street attached to the building or structure located at No. 6318 N. Clark Street for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 85 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Ten and no/100 Dollars (\$110.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Hans Schmidt: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Hans Schmidt to maintain and use three existing canopies over the public right-of-way in N. Western Avenue attached to the building or structure located at Nos. 7012-7014-7016 N. Western Avenue for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 15 feet respectively in length, nor 2 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Schulien's Restaurant and Saloon: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Schulien's Restaurant and Saloon to maintain and use two existing canopies over the public right-of-way in W. Irving Park Road attached to the building or structure located at No. 2100 W. Irving Park Road for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 10 feet and 3 feet respectively in length, nor 2 feet and 2 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sherwell Realty Company: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sherwell Realty Company to maintain and use an existing canopy over the public right-of-way in W. Wellington Avenue attached to the building or structure located at No. 3000 N. Sheridan Road for a period of three (3) years from and after October 26, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 12 feet in length, nor 25 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Silver Spur Shoes, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Silver Spur Shoes, Inc. to maintain and use an existing canopy over the public right-of-way in N. Sheridan Road attached to the building or structure located at No. 6548 N. Sheridan Road for a period of three (3) years from and after August 3, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Sipi Metals Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Sipi Metals Corporation to maintain and use an existing canopy over the public right-of-way in North Elston Avenue attached to the building or structure located at No. 1720 N. Elston Avenue for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Lawrence Smith, d/b/a Uptown Manner: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Lawrence Smith, d/b/a Uptown Manner to maintain and use an existing canopy over the public right-of-way in W. Wilson Avenue attached to the building or structure located at No. 915 W. Wilson Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to South Side Hotels, Inc.: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to South Side Hotels, Inc. to maintain and use an existing canopy over the public right-of-way in South Wabash Avenue attached to the building or structure located at No. 1234 S. Wabash Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Standard Oil Realty Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Standard Oil Realty Corporation to maintain and use an existing canopy over the public right-of-way in E. Randolph Drive attached to the building or structure located at No. 200 E. Randolph Drive for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 23 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to The Standard Club: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Standard Club to maintain and use an existing canopy over the public right-of-way in South Plymouth Court attached to the building or structure located at No. 320 S. Plymouth Court for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Tokyo Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tokyo Hotel to maintain and use an existing canopy over the public right-of-way in E. Ohio Street attached to the building or structure located at Nos. 17-19 E. Ohio Street for a period of three (3) years from and after September 27, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 27 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-two and no/100 Dollars (\$52.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Three B Enterprises, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Three B Enterprises, Inc. to construct, maintain and use a canopy over the public right-of-way in East 53rd Street attached to the building or structure located at No. 1411 E. 53rd Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 30 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-five and no/100 Dollars (\$55.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Tratt & Tratt, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Tratt & Tratt, Inc. to maintain and use a canopy over the public right-of-way in N. State Street attached to the building or structure located at No. 1110 N. State Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to The Tremont Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Tremont Hotel to maintain and use an existing canopy over the public right-of-way in E. Chestnut Street attached to the building or structure located at No. 100 E. Chestnut Street for a period of three (3) years from and after October 24, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 18 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Twenty Three East Adams Street: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Twenty Three East Adams Street to maintain and use an existing canopy over the public right-of-way in E. Adams Street attached to the building or structure located at No. 23 E. Adams Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 13 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Villa Sweden, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Villa Sweden, Inc. to maintain and use an existing canopy over the public right-of-way in N. Clark Street attached to the building or structure located at No. 5207 N. Clark for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 5 feet in length, nor 24 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to W-H Building Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to W-H Building Corp. to maintain and use an existing canopy over the public right-of-way in W. Harrison Street attached to the building or structure located at Nos. 51-67 E. Harrison Street for a period of three (3) years from and after October 19, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 25 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Wirtz Realty Corp.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wirtz Realty Corporation to maintain and use an existing canopy over the public right-of-way in W. Sherwin Avenue attached to the building or structure located at No. 1209 W. Sherwin Avenue for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 7 feet in length, nor 16 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Wisdom Bridge Theatre: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Wisdom Bridge Theatre to maintain and use an existing canopy over the public right-of-way in W. Howard Street attached to the building or structure located at No. 1559 W. Howard Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Cecelia Wojciechowski: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Cecelia Wojciechowski to maintain and use an existing canopy over the public right-of-way in W. Webster Avenue attached to the building or structure located at No. 2129 W. Webster Avenue Street for a period of three (3) years from and after January 1, 1983 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 8 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Yellow Cab Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Yellow Cab Company to maintain and use an existing canopy over the public right-of-way in N. Halsted Street attached to the building or structure located at No. 3226 N. Halsted Street for a period of three (3) years from and after October 13, 1982 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 5 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

Grant to Yesterday Party Tavern & Grille, Inc.: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Yesterday Party Tavern & Grille, Inc. to maintain and use an existing canopy over the public right-of-way in E. South Water Street attached to the building or structure located at No. 75 E. South Water Street for a period of three (3) years from and after the date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 12 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies.

**Amendment of Ordinance Granting Permission and Authority to
Dominicans, Province of Saint Albert The Great, U.S.A.
to Construct, Maintain and Use Computer Cable In
Public Way.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed amendatory ordinance transmitted therewith (which was referred to the committee on September 15, 1982):

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

SECTION 1. Permission and authority are hereby given and granted to the Dominicans, Province of Saint Albert The Great, U.S.A., a religious not-for-profit organization, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a computer communications cable, and a telecommunication cable, over and across the public rights-of-way referenced below. Said cables will provide computer and telephone service among the buildings between which they span. Said cables will be attached to a guy wire and span diagonally across S. Ashland Avenue for a distance of one hundred six (106) feet. The computer cable will be approximately one-quarter (1/4) inch in diameter, and the telecommunications cable will be approximately one (1) inch in diameter. Both cables will be anchored atop the masonry building located at 1910 S. Ashland Ave., approximately one hundred eighty (180) feet north of the north line of W. Cullerton St., and proceed across S. Ashland Ave., suspended from clevis insulated mountings to the building known as 1601 W. Cullerton St., (St. Pius Grammar School). Street clearance shall not be less than twenty six (26) feet from street grade. From 1601 W. Cullerton St., at a clearance to street grade of not less than twenty-seven (27) feet, a distance of approximately ninety-four (94) feet, to the building known as 2005 S. Ashland. All work shall be performed in accordance with the directions of the Bureau of Electricity, the Department of Public Works, and the City of Chicago Municipal Code. Said privileged use of the public rights-of-way shall exist by authority herein granted for a period of five (5) years from and after May 23, 1979.

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

On motion of Alderman Barnett the foregoing proposed amendatory 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

**Part of W. 54th St. and Part of S. Knox Av. Together with Part of North-South
Public Alley Vacated and Dedication of East-West Public Alley in Block
Bounded by W. 54th St., W. 55th St., S. Kilpatrick Av.
and S. Knox Av.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on May 29, 1981, C.J.P. p. 6268).

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of parts of public streets and part of public alley described in the following ordinance; now therefore,

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

SECTION 1. That all that part of W. 54th Street lying south of the south line of Block 24; lying north of the north line of Lots 1 and 38 in Block 30, and north of a line drawn from the northwest corner of said Lot 1 in Block 30 to the northeast corner of said Lot 38 in Block 30; lying east of a line drawn from the northwest corner of Lot 38 in Block 30 to the southwest corner of Block 24; and lying west of the east line of Lot 1 in Block 30 produced north to the south line of Block 24 all in W. F. Kaiser and Company's Ardale Subdivision of the W. 1/2 of the S.W. 1/4 and the W. 3/4 of the E. 1/2 of the S.W. 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except railroad right of way) also all that part of S. Knox Avenue lying west of the west line of Block 29; lying east of the east line of Lots 1 to 14, both inclusive, in Block 30 and east of the east line of said Lot 1 in Block 30 produced north to the south line of Block 24; lying south of the south line of Block 24; and lying north of the south line of Lot 14 in Block 30 produced east to the west line of Block 29 all in W.F. Kaiser and Company's Ardale Subdivision aforementioned;

also

all that part of the north-south 16-foot public alley lying west of the west line of Lots 1 to 6, both inclusive; lying east of the east line of Lots 33 to 38, both inclusive; lying south of a line drawn from the northwest corner of Lot 1 to the northeast corner of Lot 38 and lying north of the north line of the south 20 feet of Lot 33 produced east to the west line of Lot 6 all in Block 30 of W.F. Kaiser and Company's Ardale Subdivision aforementioned; said parts of public streets and part of the public alley herein vacated being further described as all that part of W. 54th Street lying between the east line of S. Kilpatrick Avenue and the west line of S. Knox Avenue; also, all that part of S. Knox Avenue lying between the north line of W. 54th Street and a line 141.00 feet north of the north line of W. 55th Street, together with the north 170.55 feet, of the north-south 16-foot public alley in the block bounded by W. 54th Street, W. 55th Street, S. Kilpatrick Avenue and S. Knox Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The Wire Sales Company shall dedicate or cause to be dedicated to the public and open up for public use as an alley

the south 20 feet of Lot 33 in Block 30 in W.F. Kaiser and Company's Ardale Subdivision of the W. 1/2 of the S.W. 1/4 and the W. 3/4 of the E. 1/2 of the S. W. 1/4 of Section 10, Township 38 North, Range 13 East of the Third Principal Meridian (except railroad right of way);

as colored in yellow and indicated by the words "To Be Vacated" on the aforementioned drawing.

SECTION 3. The Wire Sales Company hereby agrees to accept and maintain as private sewers all existing sewers and appurtenances thereto which are located in that part of S. Knox Avenue herein vacated.

SECTION 4. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, Wire Sales Company, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said parts of public street and part of public alley hereby vacated, the sum of One Hundred Two Thousand and no/100 dollars (\$102,000.00) which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago, a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance of W. 54th Street and that part of S. Knox Avenue hereby vacated and constructing paving and curb returns in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as it requisite.

SECTION 5. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, the Wire Sales Company shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with a plat properly executed and acknowledged, showing the vacations and dedication herein provided for.

SECTION 6. This ordinance shall take effect and be in force from and after its passage.

Part of S. Wolcott Av. Vacated.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith (which was drafted and submitted in compliance with an order passed on May 13, 1981, C.J.P. p. 6151).

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of S. Wolcott Avenue lying west of the west line of Lots 24 and 69 in (Yeaton and Taylor's) Subdivision of Lots 5, 6, and 7 in Codwise's Subdivision of the W. 1/2 of the S.E. 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian (except 1 chain and 37 links all along the west side thereof and west of a line drawn from the

southwest corner of Lot 24 to the northwest corner of Lot 69 in (Yeaton and Taylor's) Subdivision aforementioned, and lying west of the west line of Lots 1 to 4, both inclusive, in William Selden's Subdivision of Lots 70 to 73, both inclusive, in Subdivision of Lots 5, 6, and 7 in Codwise's Subdivision aforementioned; and west of a line drawn from the southwest corner of Lot 69 in (Yeaton and Taylor's) Subdivision aforementioned, to the northwest corner of Lot 1 in William Selden's Subdivision aforementioned, and lying west of the west line of Lots 1 to 4, both inclusive in Subdivision of Lots 112 to 115, inclusive, in (Yeaton and Taylor's) Subdivision aforementioned; lying east of the east line of Lot 1 in Turner and Bond's Subdivision of that part of the E. 1/2 of Block 10 south of Taylor Street of Codwise's Subdivision aforementioned; and east of the east line of Lot 1 to 14, both inclusive, in Subdivision of Block 9 in Codwise's Subdivision aforementioned; lying south of a line drawn from the northwest corner of Lot 24 in (Yeaton and Taylor's) Subdivision aforementioned, to the northeast corner of Lot 1 in Turner and Bond's Subdivision aforementioned, and lying north of the easterly extension of the south line of Lot 14 in Subdivision of Block 9 in Codwise's Subdivision aforementioned; said part of public street herein vacated being further described as all that part of S. Wolcott Avenue lying between the south line of W. Taylor Street and a line 473.02 feet, more or less, south of and parallel to the south line of W. Taylor Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace and renew overhead poles, wires and associated equipment and underground conduit, cables and associated equipment for the transmission and distribution of electric energy and telephonic and associated services under, over and along that part of S. Wolcott Avenue herein vacated, except the west 34.05 feet of the south 84.00 feet of the north 112.00 feet thereof, with the right of ingress and egress.

The City of Chicago hereby reserves for the benefit of the Peoples Gas Light and Coke Company that part of S. Wolcott Avenue herein vacated, except the west 34.05 feet of the south 84.00 feet of the north 112.00 feet thereof as a right of way for existing underground facilities and for the construction, operation, maintenance, repair, renewal, and replacement of such facilities, with the right of ingress and egress at all times for any and all such purposes. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area which would interfere with the construction, operation, maintenance, repair, renewal or replacement of said facilities.

The City of Chicago hereby reserves that part of S. Wolcott Avenue herein vacated, except the west 34.05 feet of the south 84.00 feet of the north 112.00 feet thereof, as a right of way for an existing water main and appurtenances thereto, and for the installation of any additional water mains or other municipally-owned service facilities now located or which in the future may be located in said S. Wolcott Avenue herein vacated, except therefrom the west 34.04 feet of the south 84.00 feet of the north 112.00 feet thereof, and for the maintenance, renewal, and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of such area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal or reconstruction of said facilities, or the construction of additional municipally-owned service facilities.

SECTION 3. The vacation herein provided for is made upon the express condition that within six (6) months after the passage of this ordinance, the Board of Trustees of the University of Illinois, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance.

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

Public Alley and Part of Public Alley Vacated in Block Bounded by W. Ferdinand St., W. Hubbard St., N. Hermitage Av. and N. Paulina St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on February 14, 1980, C.J.P. p. 2395).

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley and part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all of the east-west 12-foot public alley lying south of the south line of Lot 7; lying south of a line drawn from the southeast corner of Lot 7 to the southwest corner of Lot 8; lying north of the north line of Lots 14 to 19; lying east of a line drawn from the southwest corner of Lot 7 to the northwest corner of Lot 19 and lying west of the west line of the alley vacated by ordinance passed June 25, 1945 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on August 22, 1945, as Document No. 13579565, described as a line drawn from the southwest corner of said Lot 8 to the north line of said Lot 14, at a point 4.3 feet west of the east line of Lot 14 all in Subdivision of Block 31 of Canal Trustee's Subdivision of Section 7, Township 39 North, Range 14 East of the Third Principal Meridian;

also

all that part of the north-south 20-foot public alley lying west of the west line of Lots 5 and 8; lying west of the west line of Lots 6 and 7; lying south of a line drawn from the northwest corner of Lot 5 to the northeast corner of Lot 6; and lying north of a line drawn from the southeast corner of Lot 7 to the southwest corner of Lot 8 all in Subdivision of Block 31 of Canal Trustee's Subdivision aforementioned; said public alley and part of public alley herein vacated being further described as all of the remaining east-west 12-foot public alley and all that part of the north-south 20-foot public alley lying south of a line 50 feet south of and parallel to the south line of W. Ferdinand Street in the block bounded by W. Ferdinand Street, W. Hubbard Street, N. Hermitage Avenue, and N. Paulina Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same are hereby vacated and closed, inasmuch as the same are no longer required for public use and the public interest will be subserved by such vacations.

SECTION 2. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, National Engineering Company, Chicago Title and Trust Company, as Trustee, Trust No. 1074890, and Robert L. Mendel, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said public alleys hereby vacated the sum of Ten Thousand One Hundred Fifty and no/100 Dollars (\$10,150.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the east-west public alley hereby vacated similar to the sidewalk and curb in N. Hermitage Avenue. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 3. The vacations herein provided for are made upon the express condition that within 90 days after the passage of this ordinance, National Engineering Company, Chicago Title and Trust Company, as Trustee, Trust No. 1074890, and Robert L. Mendel, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois a certified copy of this ordinance.

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

**Part of Northwesterly-Southeasterly Public Alley Vacated in Block
Bounded by N. Wilmont, N. Milwaukee, N. Western
and N. Oakley Aves.**

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass a proposed ordinance (which was drafted and submitted in compliance with an order passed on June 30, 1982, C.J.P. p. 11330).

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcini, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the northwesterly-southeasterly 16-foot public alley lying northeasterly of the northeasterly line of Lots 4 to 7, both inclusive, in Block 5 in Pierce's Addition to Holstein in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; lying northeasterly of the northeasterly line of Lots 1, 2 and 3 in Pribyl's Resubdivision of Lots 1, 2 and 3 in Block 5 in Pierce's Addition to Holstein aforementioned; lying southwesterly of the southwesterly line of Lots 40 to 47, both inclusive, in Block 5 in Pierce's Addition to Holstein aforementioned; lying northwesterly of the southwesterly extension of the northwesterly line of the southeasterly 20 feet of Lot 47 in

Block 5 in Pierce's Addition to Holstein aforementioned; and lying southeasterly of the east line of N. Western Avenue, as widened, (being a line 50 feet east of and parallel with the west line of said Section 31, Township 40 North, Range 14 East of the Third Principal Meridian) by Order of Possession entered January 3, 1945, Superior Court Docket No. 419059; said part of public alley being further described as the northwesterly 191.09 feet, more or less, of the northwesterly-southeasterly 16-foot public alley in the Block bounded by W. Armitage Avenue, N. Wilmot Avenue, N. Milwaukee Avenue, N. Western Avenue, and N. Oakley Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The McDonald's Corporation shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The southeasterly 16.00 feet of Lot 47 together with the northwesterly 4.00 feet of the southeasterly 20.00 feet of the southwesterly 19.00 feet of Lot 47 in Block 5 in Pierce's Addition to Holstein, said Addition being a Subdivision of part of the N. 1/2 of the S.W. 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing;

also

the McDonalds Corporation shall convey an easement area for ingress and egress over and across the following described property:

That part of Lots 45, 46, and 47, and the to be vacated alley southwest and adjoining said Lots in Block 5 in Pierce's Addition to Holstein, said Addition being a Subdivision of part of the N. 1/2 of the S.W. 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian; described as follows: Beginning at a point on the northeasterly line of Lot 45, said point being 50.18 feet northwest of the southeasterly line of Lot 47; thence 19.82 feet northwesterly along the northeasterly line of Lot 45; thence 3.28 feet southwesterly along a line drawn perpendicular to the northeasterly line of Lot 45; thence 76.17 feet southwesterly along a line that forms an angle of 75 degrees, 09 minutes, 22 seconds and measured from southeast to southwest with the northeasterly line of Lot 45, to a point of curve; thence 49.85 feet southwesterly along the arc of a circle, convex to the northwest, having a radius of 60.00 feet to a point on the southwesterly line of the 16-foot public alley, said point being 20.00 feet northwest of the southeasterly line of Lot 47; thence 24.34 feet northeasterly along a line 20.00 feet northwest of and parallel with the southeasterly line of Lot 47; thence 21.87 feet northeasterly along the arc of a circle (said circle being concentric with the previously described circle, and having a radius of 40.00 feet) to a point of tangency; thence 74.26 feet northeasterly to the hereinabove described point of beginning, in Cook County, Illinois.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the property abutting said part of public alley hereby vacated, the sum of Thirteen Thousand Six Hundred Dollars (\$13,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray all costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in N. Western Avenue and constructing paving and curb returns in and to the alley herein dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Streets and Sanitation after such investigation as is requisite.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a properly executed Easement Agreement and a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

Request for Construction and Supervision of Regional
Library in Block Bounded by W. Sunnyside Av.,
N. Leavitt St. and N. Lincoln Av.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, October 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on October 6, 1982) The Chicago Public Library has requested the Department of Public Works to supervise and construct a regional Library in the block bounded by West Sunnyside Avenue, North Leavitt Street and North Lincoln Avenue to be known as the Frederick H. Hild Regional Library and,

SECTION 1. The City Council and the City of Chicago does hereby declare that North Leavitt Street from the intersection of West Montrose Avenue and N. Lincoln Avenue to the south line of West Sunnyside Avenue be declared a service drive and that from the easterly line extended southeasterly of North Lincoln Avenue to the north line of West Montrose Avenue be closed to vehicular traffic for a distance of a 100 feet north of West Montrose Avenue, etc. (47th Ward)

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

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The Chicago Public Library has requested the Department of Public Works to supervise and construct a regional Library in the block bounded by West Sunnyside Avenue, North Leavitt Street and North Lincoln Avenue to be known as the Frederick H. Hild Regional Library; and

WHEREAS, It is desirable and necessary to declare North Leavitt Street a service drive in order to provide more parking area; now, therefore,

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

SECTION 1. The City Council and the City of Chicago does hereby declare that North Leavitt Street from the intersection of West Montrose Avenue and North Lincoln Avenue to the south line of West Sunnyside Avenue be declared a service drive and that from the easterly line extended southeasterly of North Lincoln Avenue to the north line of West Montrose Avenue extended west be closed to Vehicular Traffic for a distance of a 100 feet North of North line of West Montrose Avenue, also that the public sidewalk on the south side of West Sunnyside Avenue from the West line of North Leavitt Street to the easterly line of North Lincoln Avenue be installed in the following described manner, said sidewalk shall be installed beginning at the West line of North Leavitt Street; said sidewalk shall be one (1) foot north of the south line of West Sunnyside Avenue and running westerly in a straight line to a point ten (10) feet North of the intersection of the South line of West Sunnyside Avenue and the easterly line of North Lincoln Avenue.

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

**Approval Given for Various Business Area Improvements Within
City for Reconstruction of Sidewalks, Financed through
Federal Community Grant Funds.**

The Committee on Local Industries, Streets and Alleys, to which had been referred (on October 6, 1982) two proposed ordinances for approval of various business area improvements within the City for reconstruction of sidewalks, financed through Federal Community Grant Funds, submitted separate reports recommending that the City Council pass said proposed ordinances (transmitted therewith).

On separate motions made by Alderman Barnett *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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

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):

Sidewalks on Portion of W. 47th St., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on West 47th Street from South Wood Street to South Justine Street and the sidewalks on the east side of South Wood Street from the first alley south of West 47th Street to the first alley north of West 47th Street and the sidewalks on South Hermitage Avenue from the first alley south of West 47th Street to the first alley north of West 47th Street and the sidewalks on South Paulina Street from the first alley south of West 47th Street to the first alley north of West 47th Street and the sidewalks on South Marshfield Avenue from the first alley south of West 47th Street to the first alley north of West 47th Street and the sidewalks on South McDowell Avenue from South Ashland Avenue to 138 feet northeasterly thereof and sidewalks on South Ashland Avenue from West 46th Street to West 49th Street and the sidewalks on West 46th Street from the first alley west of South Ashland Avenue to the first alley east of South Ashland Avenue and the sidewalks be improved with 5-inch Portland Cement Concrete Sidewalk and that at various locations trees with protective grates be installed.

SECTION 2. The protective grates will be the responsibility of the Department of Public Works.

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

—
Sidewalks on Portion of N. Lincoln Av., Etc.

WHEREAS, The City of Chicago Department of Planning has approved various Business Area Improvements within the City of Chicago for the reconstruction of sidewalks, financed through Federal Community Grant Funds; and

WHEREAS, The Department of Public Works of the City of Chicago will supervise this construction and take over maintenance of certain parts of this construction; now, therefore,

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

SECTION 1. That the sidewalks on North Lincoln Avenue from West Warner Avenue to West Berenice Avenue and the sidewalks on the south side of West Warner Avenue from the first alley west of North Lincoln Avenue to the first alley east of North Lincoln Avenue and the sidewalks on West Belle Plaine Avenue from the first alley west of North Lincoln Avenue to the first alley east of North Lincoln Avenue and the sidewalks on West Cuyler Avenue from North Lincoln Avenue to the first alley west thereof and the sidewalks on West Irving Park Road from North Ravenswood Avenue to North Seeley Avenue and the sidewalks on West Larchmont Avenue from North Lincoln Avenue to the first alley east thereof and the sidewalks on West Byron Street from the first alley east of North Lincoln Avenue to the first alley west of North Lincoln Avenue and the sidewalks on the north side of West Berenice Avenue from the first alley east of North Lincoln Avenue to the first alley west of North Lincoln Avenue, be improved with 5-inch Portland Cement Concrete Sidewalk and that at various locations trees with protective grates be installed.

SECTION 2. The Department of Public Works will be responsible for the protective grates.

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

Closing of Viaduct (Underpass) at W. Wilcox St. and S. Kilbourn Av.

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, October 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on September 15, 1982) to the City of Chicago and The Belt Railway Company of Chicago to close the viaduct (underpass) located within the right of way of the The Belt Railway Company of Chicago at the west terminus of W. Wilcox Street approximately 601 feet west of S. Kilbourn Avenue, etc. (28th Ward)

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

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago and The Belt Railway Company of Chicago desire to close the viaduct (underpass) located within the right of way of The Belt Railway Company of Chicago at the west terminus of W. Wilcox Street approximately 601 feet west of S. Kilbourn Avenue; and

WHEREAS, The Belt Railway Company of Chicago shall replace the existing superstructure with earth-fill embankment and no structures will be erected within the earth-fill area; and

WHEREAS, The Belt Railway Company of Chicago has deposited \$2,000 with the Bureau of Electricity to relocate existing City lighting facilities; and

WHEREAS, The closing of said viaduct is in the public interest and safety; now, therefore,

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

SECTION 1. That the viaduct (underpass) located within the right of way of The Belt Railway Company of Chicago at the west terminus of W. Wilcox Street approximately 601 feet west of S. Kilbourn Avenue as colored in red and indicated by the words "To Be Closed" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby closed to vehicular traffic and pedestrian use.

SECTION 2. The City of Chicago hereby reserves all that part of the property hereinabove described as a right of way for an existing water and sewer mains and appurtenances thereto, located in said part of W. Wilcox Street to be closed, and for the maintenance, renewal and reconstruction of such facilities, with the right of ingress and egress at all times upon reasonable notice. It is further provided that no buildings or other structures shall be erected on the said right of way herein reserved or other use made of said area, which in the judgment of the municipal officials having control of the aforesaid service facilities would interfere with the use, maintenance, renewal, or reconstruction of said facilities.

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

Portion of S. Harper Av. Renamed "S. Park Shore East Court".

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on May 29, 1981):

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to renaming the "L-Shaped" street, presently designated as S. Harper Avenue between E. 63rd Street and E. 62nd Street, and E. 62nd Street between S. Harper Avenue and S. Stony Island Avenue, to "S. Park Shore East Court."

On motion of Alderman Barnett the foregoing 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

Permission and Authority Granted to Toddle-In Nursery School
to Install Concrete Planters.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed order transmitted therewith (which was referred to the committee on September 15, 1982):

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to grant permission to the Toddle-In Nursery School, No. 2368 E. 69th Street, to install two (2) concrete "Round Planters" in front of the above location.

On motion of Alderman Barnett the foregoing 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuler, Volini, Orr, Stone--50.

Nays--None.

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

Peddling Prohibited on Portion of E. Pearson St.

The Committee on Local Industries, Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance transmitted therewith (which was referred to the committee on September 15, 1982):

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

SECTION 1. Pursuant to Section 160-13 of the Municipal Code of Chicago, peddling is hereby prohibited on E. Pearson Street from N. Seneca Street to N. State Street.

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

On motion of Alderman Barnett the foregoing proposed substitute 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

**Failed to Pass--REVOCATION OF PERMIT FOR
NEWSPAPER STAND AT SPECIFIED LOCATION
(Adverse Committee Recommendation).**

The Committee on Local Industries, Streets and Alleys submitted the following report:

CHICAGO, October 26, 1982.

To the President and Members of the City Council:

Your Committee on Local Industries, Streets and Alleys begs leave to recommend that Your Honorable Body *Do Not Pass* the proposed Resolution transmitted herewith (referred on September 15, 1982). Resolution calling for revocation of specified newspaper stand permit located at 9501 S. Western Avenue.

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

Respectfully submitted,
(Signed) WILLIAM BARNETT,
Chairman.

On motion of Alderman Barnett the committee's recommendation was *Concurred In*, 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

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

The following is said resolution which failed to pass:

Whereas, The newspaper stand at 9501 S. Western Avenue, has a permit to operate in the 19th Ward; and

Whereas, This newspaper stand is a traffic hazard because it is obstructing the public view; and

Whereas, This newspaper stand is a fire hazard; and

Whereas, This newspaper stand is a danger to the health of the citizens of the City of Chicago; now, therefore,

BE IT RESOLVED, That we the members of the City Council do hereby urge the revocation of this permit.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented by Wards, in Order, Beginning with the First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection, and Water Rate Exemptions, Etc.

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.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

*Referred--*PROPOSED ORDINANCES TO ESTABLISH LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented 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:

<i>Alderman</i>	<i>Location</i>
Marzullo (25th Ward)	S. Blue Island Avenue (north side) from a point 237 feet west of S. Wood Street to a point 70 feet west thereof--at all times;
Volini (48th Ward)	W. Argyle Street (south side) at No. 1065--at all times;
	W. Foster Avenue (south side) at No. 1355--4:00 P.M. to 1:00 A.M.;

Stone (50th Ward)

W. Devon Avenue, at No. 2341--8:00 A.M.
to 6:00 P.M.--Monday through Saturday.

Referred--PROPOSED ORDINANCE TO DISCONTINUE LOADING ZONE
ON PORTION OF S. BLUE ISLAND AV.

Alderman Marzullo (25th Ward) presented a proposed ordinance to discontinue the loading zone on the north side of S. Blue Island Avenue from a point 200 feet east of S. Wood Street to a point 60 feet east thereof; which was *Referred to the Committee on Traffic Control and Safety*.

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>
Majerczyk (12th Ward)	W. Montgomery Avenue from S. Rockwell Street to S. Archer Avenue--northwesterly;
Sheahan (19th Ward)	First north-south alley bounded by S. Western, S. Artesian Avenues, W. 107th and W. 108th Streets--southerly;
Sherman (21st Ward)	S. Throop Street between W. 99th and W. 100th Streets--southerly;
	S. Winston Avenue between W. 99th Street and S. Vincennes Avenue--northerly;
Nardulli (26th Ward)	The 1300 block of W. Wicker Park Avenue--westerly;
Farina (36th Ward)	First alley north of W. Belmont Avenue from N. Odell to N. Osceola Avenues--westerly.

Referred--PROPOSED ORDINANCE TO AMEND AREA FOR MOVEMENT OF
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON
PORTION OF W. 100th ST.

Alderman Sherman (21st Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a westerly direction on W. 100th Street between S. Halsted Street and the first alley east thereof (instead of between S. Eggleston Avenue and S. Halsted Street); which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDINANCE TO AMEND RESTRICTION ON
VEHICULAR TRAFFIC TO SINGLE DIRECTION ON
PORTION OF E. 88th ST.

Alderwoman Humes (8th Ward) presented a proposed ordinance to amend the restriction on the movement of vehicular traffic to a westerly direction on E. 88th Street between S. Stony Island and S. Dorchester Avenues; which was *Referred to the Committee on Traffic Control and Safety*.

Referred--PROPOSED ORDERS TO INSTALL PARKING METERS ON
SPECIFIED PUBLIC WAYS.

Alderman Natarus (42nd Ward) presented two proposed orders for the installation of parking meters on specified public ways for the distances indicated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Public Way</i>	<i>Distance</i>
N. Franklin Street (both sides)	Between W. Chicago Avenue and W. Institute Place;
W. Institute Place (both sides)	Between N. Franklin and N. Wells Streets.

Referred--PROPOSED ORDERS TO REMOVE PARKING METERS ON
SPECIFIED PUBLIC WAYS.

Alderman Stone (50th Ward) presented two proposed orders for the removal of parking meters on specified public ways for the distances indicated, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

<i>Public Way</i>	<i>Location and Meter No.</i>
W. Devon Avenue	At No. 2341 -- parking meter 481-4007;
N. Richmond Street	At No. 6350 -- parking meters 485-4075 and 485-4076.

Referred--PROPOSED ORDINANCES TO LIMIT PARKING OF VEHICLES
DURING SPECIFIED HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles to specified periods 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>
Bloom (5th Ward)	S. Stony Island Avenue (east side) from the south property line of E. 72nd Street to E. 72nd Place -- one hour limit -- 8:00 A.M. to 6:00 P.M. --Monday through Saturday;
Farina (36th Ward)	N. Harlem Avenue (east side) at No. 3439 -- one hour limit -- 8:00 A.M. to 4:00 P.M. -- Monday through Saturday;
Rittenberg (40th Ward) and	N. Clark Street (both sides) from W. Volini (48th Ward) Foster to W. Bryn Mawr Avenues --30 minute limit --9:00 A.M. to 9:00 P.M.

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>
Sawyer (6th Ward)	S. Drexel Avenue, at No. 7811 (except for handicapped);
Majerczyk (12th Ward)	S. Honore Street (east side) at No. 4451 (except for handicapped);
Hagopian (30th Ward)	W. Diversey Avenue from in front of No. 3952 to N. Pulaski Road;
	N. Karlov Avenue (west side) at Nos. 3240-3246;
Gabinski (32nd Ward)	W. Julian Street, at No. 1714 (except for handicapped);
Frost (34th Ward)	W. 110th Place, at No. 1239 (except for handicapped);
Cullerton (38th Ward)	W. Addison Street, at No. 5110 (except for handicapped);
	W. Waveland Avenue, at No. 5418 (except for handicapped);
Rittenberg (40th Ward)	N. Maplewood Avenue, at No. 5746 (except for handicapped);
Natarus (42nd Ward)	E. Division Street (east side) from N. Lake Shore Drive to a point 328 feet west thereof (tow-away zone);
Schulter (47th Ward)	N. Bell Avenue (east side) at No. 3625 (except for handicapped);
Stone (50th Ward)	N. California Avenue (east side) from W. Rosemont Avenue to a point 165 feet north thereof;
	N. Ridge Avenue (west side) at No. 6450 (two driveways).

Referred--PROPOSED ORDINANCE TO PROHIBIT PARKING OF
VEHICLES DURING SPECIFIED HOURS ON PORTION OF
S. WOOD ST.

Alderman Sheahan (19th Ward) presented a proposed ordinance to prohibit the parking of vehicles on the east side of S. Wood Street from W. 104th Place to W. 105th Street from 8:00 A.M. to 10:00 A.M.; 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>
Evans (4th Ward)	S. Evans Avenue and E. 48th Street --"Stop"; E. 49th Street and S. Evans Avenue --"Stop";
Sawyer (6th Ward)	S. Calumet Avenue and E. 93rd Street -- "Stop"; E. 91st Street and S. Indiana Avenue -- "3- Way Stop"; E. 93rd Street and S. Calumet Avenue -- "Stop"; E. 94th Street and S. Forest Avenue -- "Stop";
Shaw (9th Ward)	E. 133rd Street and S. Riverdale Avenue - - "4-Way Stop";
Vrdolyak (10th Ward)	S. Ewing Avenue and E. 104th Street "2- Way Stop";
Majerczyk (12th Ward)	W. 52nd Street and S. Spaulding Avenue -- "Stop"; W. 53rd Street and S. Homan Avenue -- "Stop"; W. 53rd Street and S. Spaulding Avenue - - "Stop";
Madrzyk (13th Ward)	W. 60th Street and S. Parkside Avenue - - "Stop"; W. 60th Place and S. Springfield Avenue - - "All-Way Stop"; S. Kilbourn Avenue and W. 61st Street -- "Stop";
Sheahan (19th Ward)	W. 97th Street and S. Claremont Avenue -- "2-Way Stop"; S. Maplewood Avenue, at No. 9916 --"Dead End";
Sherman (21st Ward)	S. Princeton Avenue and W. 94th Street - - "Stop"; S. Winston Avenue, S. Throop and W. 100th Streets (stopping westbound traffic) -- "Stop";

Sherman (21st Ward)	W. 92nd Street and S. Princeton Avenue - - "Stop";
	W. 93rd Street and S. Wentworth Avenue -- "Stop";
	W. 94th Street and S. Wentworth Avenue -- "Stop";
Hagopian (30th Ward)	W. Montana Street and N. Kilpatrick Avenue -- "Stop";
	W. Wellington and N. Lamon Avenues -- "Stop";
Farina (36th Ward)	W. Barry and N. Newland Avenues --"3- Way Stop";
	W. Wellington and N. Newland Avenues - - "Stop";
	W. Wrightwood and N. Mont Clare Avenues -- "Stop";
Damato (37th Ward)	W. Hirsch Street and N. Latrobe Avenue - - "Stop";
Pucinski (41st Ward)	W. Bryn Mawr and N. Overhill Avenues - - "2-Way Stop";
	W. Higgins and N. Oriole Avenues --"Stop";
Stone (50th Ward)	N. Francisco and W. Arthur Avenues -- "Stop."

2. ZONING ORDINANCE AMENDMENTS.

Referred--PROPOSED ORDINANCES TO RECLASSIFY PARTICULAR AREAS.

Proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, were presented by the aldermen named below, respectively, and were *Referred to the Committee on Buildings and Zoning*, as follows:

BY ALDERMAN MADRZYK (13th Ward):

To classify as an R2 Single Family Residence District instead of an R3 General Residence District the area shown on Map No. 12-J bounded by

W. 53rd Street; the alley next west of and parallel to S. Kedzie Avenue; the alley next north of and parallel to W. 55th Street; and S. Homan Avenue;

To classify as an R2 Single Family Residence District instead of an R3 and R4 General Residence District the area shown on Map No. 14-K bounded by

W. 60th Street; S. Knox Avenue; the alley next north of and parallel to W. 63rd Street; and the alley next east of and parallel to S. Cicero Avenue.

BY ALDERMAN AXELROD (46th Ward):

To classify as a B2-2 Restricted Retail District instead of an R4 General Residence District the area shown on Map No. 11-G bounded by

a line from a point 34.1 feet north of W. Wilson Avenue as measured along the east line of the alley next west of N. Dover Street, to a point 55.2 feet north of W. Wilson Avenue as measured along the west line of N. Dover Street; N. Dover Street; a line from a point 35.64 feet north of W. Wilson Avenue as measured along the east line of N. Dover Street to a point 52.25 feet north of W. Wilson Avenue and 56.42 feet west of the alley next west of N. Beacon Street; a line 56.42 feet west of the alley next west of N. Beacon Street; a line from a point 56.42 feet west of the alley next west of N. Beacon Street and 157.25 feet north of W. Wilson Avenue to a point 167.35 feet north of W. Wilson Avenue as measured along the west line of the alley next west of N. Beacon Street; the alley next west of N. Beacon Street; a line from a point 38.2 feet north of W. Wilson Avenue as measured along the east line of the alley next west of N. Beacon Street to a point 55 feet north of W. Wilson Avenue as measured along the west line of N. Beacon Street; N. Beacon Street; a line from a point 40 feet north of W. Wilson Avenue as measured along the east line of N. Beacon Street to a point 54.5 feet north of W. Wilson Avenue as measured along the west line of the alley next west of N. Malden Street; the alley next west of N. Malden Street; a line from a point 42.7 feet north of W. Wilson Avenue as measured along the east line of the alley next east of N. Malden Avenue to a point 54.67 feet north of W. Wilson Avenue as measured along the west line of N. Malden Street; N. Malden Street; W. Wilson Avenue; and the alley next west of N. Dover Street;

To classify as a B2-4 Restricted Retail District instead of a B4-4 and B4-5 Restricted Service District the area shown on Map No. 11-G bounded by

W. Sunnyside Avenue; the alley next east of N. Broadway; a line from a point 256.45 feet south of W. Sunnyside Avenue as measured along the east line of the alley east of N. Broadway to a point 300 feet south of W. Sunnyside Avenue and 67.24 feet west of N. Sheridan Road; a line from a point 300 feet south of W. Sunnyside Avenue and 67.24 feet west of N. Sheridan Road to a point 350 feet south of W. Sunnyside Avenue and 55.86 feet west of N. Sheridan Road; a line from a point 350 feet south of W. Sunnyside Avenue and 55.86 feet west of N. Sheridan Road to a point 400 feet south of W. Sunnyside Avenue and 44.48 feet west of N. Sheridan Road; a line 400 feet south of W. Sunnyside Avenue; N. Sheridan Road; the alley next north of W. Montrose Avenue; a line 430 feet east of N. Sheridan Road; W. Montrose Avenue; N. Sheridan Road; a line 204 feet south of W. Montrose Avenue; the alley next east of N. Kenmore Avenue; W. Montrose Avenue; and N. Broadway.

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>
Sawyer (6th Ward)	Velma Broils.
Madrzyk (13th Ward)	Maureen Munis.
Sherman (21st Ward)	Cardwell Westinghouse Co.
Martinez (31st Ward)	Bartolo Diaz.
Gabinski (32nd Ward)	Sophie Pivar.
Natarus (42nd Ward)	Y.M.C.A.
Oberman (43rd Ward)	Priscilla Wood.
Stone (50th Ward)	Ms. Pearl Berman.

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 ORDINANCES FOR GRANTS OF PRIVILEGES IN PUBLIC WAYS.

Three proposed ordinances for grants of privileges in public ways, which were *Referred to the Committee on Local Industries, Street and Alleys*, as follows:

University of Illinois Board of Trustees--to maintain and use an underground easement containing six electrical ducts to transmit power from No. 760 W. Taylor Street to a parking structure at No. 759 W. Taylor Street;

R. R. Donnelley and Sons Company--to maintain and use four ten-inch conduits, enclosed in a concrete casing, connecting the building at No. 350 E. Cermak Road with the building at No. 330 E. Cermak Road which are to be used for carrying steam for heating purposes;

Fremar Management Company--to maintain and use various sets of conduits located beneath the surface of streets in the area bounded by S. Wabash Avenue, Adams Street, S. Dearborn Street and Jackson Boulevard, including basement sub-sidewalk space, for the sole purpose of the transmission and distribution of steam and incidental uses thereto.

Referred--PROPOSED ORDINANCE TO RECONSTRUCT AND IMPROVE CERTAIN STREETS AND SIDEWALKS IN FIRST WARD.

Also a proposed ordinance to resurface S. Federal Street between W. Harrison and W. Polk Streets, to improve the sidewalk in the aforementioned area, and to create a plaza to be known as Printer's Square located approximately mid-block between S. Federal and S. Dearborn Streets.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN KENNER (3rd Ward):

**Congratulations Extended to Life Center Church Congregation
on Occasion of Grand Opening of Its New Church.**

A proposed resolution reading as follows:

WHEREAS, The Life Center Church, located at No. 5500 S. Indiana Avenue, Chicago, will celebrate a grand opening of a new church building on November 7, 1982; and

WHEREAS, The Life Center Church was founded on August 25, 1975, by Pastor T. L. Barrett, Jr. in the area known as the Robert Taylor community; and

WHEREAS, Under the leadership of Pastor T. L. Barrett, Jr., men and women apply his teachings of positive consciousness and thus lead happier lives; and

WHEREAS, Pastor T. L. Barrett, Jr., who was ordained into the ministry in 1968, has served the community and the church with a zeal that must be acknowledged as truly God-given; and

WHEREAS, The Life Center Church renders three services each Sunday to accommodate the flow of truth-seeking individuals; and

WHEREAS, The City of Chicago owes the Life Center Church recognition and gratitude for its contributions to the people of Chicago; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of the City of Chicago, in meeting assembled this 27th day of October, 1982, do hereby congratulate the congregation of the Life Center Church on the occasion of the grand opening of its new church; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City Council as a lasting tribute to the Life Center Church and a suitable copy be presented to the Reverend T. L. Barrett, Jr., Pastor.

Alderman Kenner 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 Kenner the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN VRDOLYAK (10th Ward):

Referred--PROPOSED ORDER TO INSTALL ELECTRICITY IN SPECIFIED NEWSSTAND.

A proposed order for the installation of electricity in the newsstand located on the northwest corner of E. 106th Street and S. Ewing Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MADRZYK (13th Ward) and ALDERMAN STONE (50th Ward):

Recognition Given to Mr. Tadeusz Soroka for His Act of Courage During World War II, Etc.

A proposed resolution reading as follows:

WHEREAS, In 1943, a twenty year old railroad worker named Tadeusz Soroka, in Grodno, Poland, became aware of the impending transport of the Jews in the Grodno Ghetto to Nazi concentration camps for the purpose of extermination; and

WHEREAS, Tadeusz Soroka, without thought for his own safety, motivated by the spirit of humanity and compassion for one's fellow man, chose to extend his hand, and lead nine who were about to die to safety; and

WHEREAS, Seven of those nine survived World War II, and those that survived sought to find their saviour to offer their gratitude and that search has finally culminated after almost forty years; and

WHEREAS, One week ago, Tadeusz Soroka arrived in Chicago and was met by four of the remaining six survivors, and the fifth survivor, a citizen of Israel, will join them next Monday, in a glorious reunion of the liberated and the liberator; and

WHEREAS, It is important that the world take cognizance of a heroic act of compassion performed under the threat of death particularly in times where we are faced with man's inhumanity to man; now, therefore,

Be It Resolved, That we the Mayor and Members of the City Council of the City of Chicago gathered here this 27th day of October, 1982, on behalf of the citizens of the City of Chicago do hereby recognize Mr. Tadeusz Soroka's act of courage and do hereby extend a warm welcome and an acknowledgement of a true world hero; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Taduesz Soroka.

Alderman Stone 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 Stone, seconded by Alderman Pucinski, the foregoing proposed resolution was *Adopted*.

Presented by

ALDERMAN BRADY (15th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order to issue a permit to A. M. Carson, Ltd./Chicago Heights Carrier Electric for the installation of a sign/signboard to project over the premises at No. 6158 S. Western Avenue (McDonald's).--*Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERMAN KELLAM (18th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL SIGN/SIGNBOARD.

A proposed order to issue a permit to Federal Signal Corporation for the installation of a sign/signboard to project over the premises at No. 4744 W. 81st Street (B/W 10-minute Oil Service).--*Referred to the Committee on Buildings and Zoning*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

*Referred--*PROPOSED ORDER FOR PERMIT TO INSTALL ADDITION TO EXISTING SIGN.

A proposed order to issue a permit to Federal Signs for the installation of an addition to existing sign to project over the private property at No. 9900 S. Western Avenue (Janson's Drive In).--*Referred to the Committee on Buildings and Zonings*.

Presented by

ALDERMAN KELLEY (20th Ward):

Congratulations Extended to Landau and Heyman, Inc. on Occasion of Its 50th Anniversary.

A proposed resolution reading as follows:

WHEREAS, Landau and Heyman, Inc. was founded in 1933 by Howard M. Landau who is still active in the business; and

WHEREAS, Landau and Heyman is the nation's 32nd largest developer-operator of shopping centers with over 7 million square feet of properties; and

WHEREAS, Among the pioneers in shopping center development during the postwar years, Landau and Heyman's accomplishments range from large regional enclosed mall centers to medium community-type centers to smaller neighborhood-type centers; and

WHEREAS, In a 1975 survey of retailers conducted by Shopping Center World Magazine, Landau and Heyman was selected as one of the "10 Best Developers" in the country, partially due to the outstanding volume production of their centers; and

WHEREAS, Landau and Heyman prides itself on the "hands on" management and promotion of its properties, and was among the first developers to form merchants' associations and to contribute sizably to them; and

WHEREAS, Headquartered at No. 120 S. LaSalle Street, Landau and Heyman has shown its faith in the City of Chicago for the past 50 years, building many outstanding commercial properties in all parts of the City; and

WHEREAS, Co-chaired by Howard M. Landau and Herbert H. Heyman, the company looks ahead to further growth in Chicago and throughout the nation; now, therefore,

Be It Resolved, By the Mayor and Members of the Chicago City Council in meeting assembled this 27th day of October, 1982, that we congratulate Landau and Heyman, Inc. on its 50th anniversary, and wish them continued success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Landau and Heyman, Inc.

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*.

Referred--PROPOSED ORDER FOR PERMITS TO CONDUCT SIDEWALK SALE.

Also a proposed order for issuance of the necessary permits to Peterson's Termite and Pest Control Company, No. 559 E. 63rd Street, for the conduct of a sidewalk sale alongside S. St. Lawrence Avenue at the aforesaid premises for the period of October 28-November 3, 1982.--*Referred to the Committee on Traffic Control and Safety*.

Presented by

ALDERMAN LIPINSKI (23rd Ward):

Buildings Declared Public Nuisances and Ordered Demolished.

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

No. 5900 S. Central Avenue (fire-gutted), and
No. 5651 W. 55th Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

No. 5900 S. Central Avenue (fire-gutted), and
No. 5651 W. 55th Street,

are declared public nuisances, and the Commissioner of Buildings is authorized and directed to demolish the same.

SECTION 2. This ordinance shall be effective upon its passage.

On motion of Alderman Lipinski 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schulter, Volini, Orr, Stone--50.

Nays--None.

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

Presented by

ALDERMAN MARZULLO (25th Ward):

Drafting of Ordinance Directed for Vacation of Specified Street, Etc.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of W. Flournoy Street lying between the west line of S. Ashland Avenue and the east line of S. Paulina Street; also, all of the north-south 16.5-foot public alleys in the area bounded by W. Flournoy Street, W. Polk Street, S. Paulina Street, and S. Ashland Avenue for the Medical Center Commission (No. 18-25-82-810); 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 Alderman Marzullo, the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDINANCE TO AMEND GRANT OF PRIVILEGE
IN PUBLIC WAY.

Also a proposed ordinance to amend the ordinance passed by the City Council on June 30, 1982, C.J.P. pp. 11236-11238 by striking out of Section 1 "Apex International Alloys, Inc." and inserting in lieu thereof "Vee-Kay Industries, Inc." in reference to the grant of privilege for an "L" shaped loading platform near W. Fillmore Street and the right-of-way of the Pittsburg, Cincinnati, Chicago and St. Louis Railroad.--*Referred to the Committee on Local Industries, Streets and Alleys*.

Presented by

ALDERMAN RAY (27th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Allou Steel Casting Company to occupy a portion of the east parkway of N. Albany Avenue, adjacent to the premises at No. 3052 W. Carroll Avenue for the purpose of installing a dust collector bin.--*Referred to the Committee on Local Industries, Streets and Alleys.*

*Referred--*PROPOSED ORDINANCE TO RECONSTRUCT AND IMPROVE
CERTAIN SIDEWALKS IN THE TWENTY-SEVENTH WARD.

Also a proposed ordinance to reconstruct and improve the sidewalks on the south side of W. Carroll Avenue and the north side of W. Fulton Street from N. Damen to N. Hoyne Avenues, and the sidewalks on the west side of N. Damen Avenue and the east side of N. Hoyne Avenue from W. Carroll to W. Fulton Avenues.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred--*PROPOSED ORDINANCE FOR GRANT OF PRIVILEGE
IN PUBLIC WAY.

A proposed ordinance to grant permission and authority to Schwinn Bicycle Company to maintain and use six concrete block sample basins with cast-iron covers located at various intervals north of the south property line of the premises at No. 1718 N. Kildare Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN FARINA (36th Ward):

**Congratulations Extended to Mr. Leonard Giampietro on Being Named
"Man of the Year" by Italian-American Chamber of Commerce
and Republic of Italy.**

A proposed resolution reading as follows:

WHEREAS, Leonard Giampietro, Vice President of the Exchange National Bank of Chicago, will be honored as "Man of the Year" by the Italian-American Chamber of Commerce at its Diamond Jubilee Dinner Dance on Saturday, November 27, 1982, at the Chicago Marriott Hotel. In addition, he will be honored by the Republic of Italy, by order of the President of the Italian Republic, Alessandro Pertini, with one of the nation's highest civilian awards, the decoration of Cavaliere Ufficiale, Nell'Ordine Al Merito (Knight, Officer's Rank, In the Order of Merit); and

WHEREAS, Dr. Claudio Ferrari, Consul General of Italy in Chicago, will bestow this significant honor on Mr. Giampietro in recognition of his dedication and commitment to civic and humanitarian endeavors; and

WHEREAS, Mr. Giampietro has been with the Exchange National Bank of Chicago, the City's seventh largest bank, for the past 25 years and is presently assigned to its Commercial Business Development and Conservation Department; and

WHEREAS, Leonard Giampietro served as President of the Chamber for the past three years and is now on the Board of Directors and is Chairman of the Executive Committee; and

WHEREAS, He is an outstanding leader in the Italian-American community, is known for his work as a Trustee in the Joint Civic Committee of Italian-Americans, is a member of its Executive Committee, and also a member of the JCCIA Anti-Defamation Committee; and

WHEREAS, Mr. Giampietro is a Director of the Italian Cultural Center in Stone Park, serves on the Advisory Board of the Villa Scalabrini, the Italian Home for the Aged in Northlake, and is a member of the Italo-American National Union; and

WHEREAS, He is the founder and first Commander of the Italian-American War Veterans, Victor A. Arrigo Post; and

WHEREAS, In 1980, Mr. Giampietro served as Chairman of the Italian Earthquake Committee that raised a quarter of a million dollars for the reconstruction of the stricken area; and

WHEREAS, In 1981, He acted as Chairman of the Agnelli Foundation's Exhibit, "Italy Today," at the Museum of Science and Industry; and today is Chairman of a "Special Civic Committee" that is developing plans for a "Sister City" relationship between Chicago and Milan; and

WHEREAS, Mr. Giampietro, born in Mola di Bari, Italy, was educated at Wells High School, the University of Illinois, and the American Institute of Banking; married the former Anna Fanizza, also a native of Mola di Bari, and made their home in Glenview, Illinois; now, therefore,

Be It Resolved, That the Mayor and Members of the City Council of Chicago, in a meeting assembled this 27th day of October, 1982, do hereby extend congratulations to Mr. Giampietro on being the recipient of this honor by the Italian-American Chamber of Commerce and the Republic of Italy; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mr. Leonard Giampietro with the best wishes of the City Council of the City of Chicago.

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 CULLERTON (38th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT
AND MAINTAIN CANOPIES.

A proposed order for issuance of a permit to Biagio Cirrincione to construct, maintain and use ten canopies attached to the building or structure located at No. 4256 N. Central Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN PUCINSKI (41st Ward):

Referred--PROPOSED ORDER FOR PERMIT TO INSTALL
SIGN/SIGNBOARD.

A proposed order to issue a permit to James D. Ahern Sign Company for the installation of a sign/signboard to project over the premises at Nos. 8600-8700 W. Bryn Mawr Avenue (President's Plaza).--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN NATURUS (42nd 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 public alley in the block bounded by E. Grand Avenue, E. Illinois Street, N. Wabash Avenue, and N. State Street (No. 10-42-82-811); 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 Alderman Natarus, the foregoing proposed order was *Passed*.

Referred--PROPOSED ORDER FOR PERMIT TO MAINTAIN
EXISTING CANOPY.

Also a proposed order for issuance of a permit to Jack A. Kromelow to maintain and use an existing canopy attached to the building or structure located at No. 20 E. Delaware Place.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN MERLO (44th Ward):

Referred--PROPOSED ORDER FOR PERMIT TO CONSTRUCT AND
MAINTAIN CANOPY.

A proposed order for issuance of a permit to Wing Chun Lui to construct, maintain and use a canopy attached to the building or structure located at No. 852 W. Belmont Avenue.--*Referred to the Committee on Local Industries, Streets and Alleys.*

Presented by

ALDERMAN AXELROD (46th Ward):

Referred--PROPOSED ORDINANCE TO AMEND CHAPTER 194A OF
MUNICIPAL CODE (CHICAGO ZONING ORDINANCE) TO
CHANGE SECOND-HAND STORES, ETC. FROM
PERMITTED USES IN RESTRICTED
SERVICE DISTRICTS.

A proposed ordinance to amend Chapter 194A of the Municipal Code of the City of Chicago (Article

8, Sections 8.3-4 B and 8.3-2 B of the Chicago Zoning Ordinance) to change second-hand stores and rummage shops from permitted uses in Restricted Service Districts to permitted uses in Restricted Retail Districts.--*Referred to the Committee on Buildings and Zoning.*

Presented by

ALDERMAN ORR (49th Ward):

**Congratulations Extended to the Ethical Society of Chicago
and Its Members on Occasion of Its 100th Anniversary.**

A proposed resolution reading as follows:

WHEREAS, The Ethical Society of Chicago was organized one hundred years ago this November 14, the second oldest Ethical Religious Society in the United States; and

WHEREAS, The manifesto of the organization called for the stress of religious teachings to be laid on moral improvement, both of self and others, and that religion should guide and inspire us in the path of moral progress; and

WHEREAS, The Society throughout its one hundred years has held to the credo of "deed beyond creed" and has crusaded for better labor conditions, for the end of child labor, for district nursing, for justice in the courts, for the founding of juvenile court and the women's court, for women's suffrage, for civil rights, religious freedom and world peace; and

WHEREAS, Its members collectively and individually were responsible in the founding of the Visiting Nurse Association, the Bureau of Justice which later became the Legal Aid Society, the Chicago Urban League, and also established Henry Booth Settlement House, which is now a member of the Hull House Association of Settlements; and

WHEREAS, It has always encouraged its members to cooperate with existing institutions and agencies engaged in moral, social, political and economic reform; and

WHEREAS, Its religious leaders, William McIntyre Salter, M. M. Mangasarian, Horace C. Bridges, A. Eustace Haydon, Walter Lawton and Harold J. Quigley have each lead the members with dignity, in the forefront of intellectual thought and activity, encouraging them to speak out against injustice; now, therefore,

Be It Resolved, That Jane M. Byrne, Mayor of the City of Chicago, and the Members of the City Council of the City of Chicago, do heartily congratulate the Society and its members on the occasion of its 100th anniversary celebration November 13 and 14, 1982 at the Lincolnwood Hyatt House, and wish to acknowledge and encourage its efforts in the quest for the good life for all humankind; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and sent to the Ethical Humanist Society of Chicago.

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

On motion of Alderman Orr, the foregoing proposed resolution was *Adopted*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE
EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

Free Permits:

BY ALDERMAN CAROTHERS (28th Ward):

Bethel Lutheran Church, Nos. 4201-4213 W. Washington Street-- construction of the Anathoth Gardens Project.

BY ALDERMAN NATARUS (42nd Ward):

The Catholic Bishop of Chicago/St. Michael's Church, No. 1633 N. Cleveland Avenue-- remodeling of the existing rectory.

BY ALDERMAN ORR (49th Ward):

Sacred Heart Convent, No. 6200 N. Sheridan Road-- installation of a roof on existing garage and removal of the second story of the existing brick building.

License Fee Exemptions:

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Waldorf School/Day Care Center, No. 2135 N. Kenmore Avenue.

BY ALDERMAN ORR (49th Ward):

Augustana Center/Lutheran Social Services of Illinois, No. 7464 N. Sheridan Road.

Cancellation of Warrants for Collection:

BY ALDERMAN ROTI (1st Ward):

Henry Booth House/Hilliard Day Care Center, No. 2031 S. Clark Street--building inspection.

BY ALDERMAN BLOOM (5th Ward):

Catholic Theological Union, No. 5401 S. Cornell Avenue-- elevator inspections (2).

University of Chicago, No. 5801 S. Ellis Avenue-- building, elevator and fire inspections (3).

Vivekanda Vedanta Society, No. 5419 S. Hyde Park Boulevard-- building inspection.

BY ALDERMAN HUELS (11th Ward):

Guardian Angel Day Nursery, No. 4600 S. McDowell Avenue-- boiler and fuel burning equipment and elevator inspections (2).

BY ALDERMAN SHUMPERT (24th Ward):

ABC Youth Center/Chicago Youth Centers, No. 3415 W. 13th Place-- building and mechanical ventilation inspections (2).

BY ALDERMAN CULLERTON (38th Ward):

Montrose Baptist Church, No. 4411 N. Melvina Avenue-- building inspection.

BY ALDERMAN LAURINO (39th Ward):

Edgebrook Lutheran Church, No. 5252 W. Devon Avenue-- mechanical ventilation inspection.

BY ALDERMAN NATARUS (42nd Ward):

Chicago Youth Center/Lower North Center, No. 1000 N. Sedgwick Street-- sign inspection.

BY ALDERMAN AXELROD (46th Ward):

The Salvation Army, No. 1025 W. Sunnyside Avenue-- mechanical ventilation and sign inspections (2).

BY ALDERMAN SCHULTER (47th Ward):

Martha Washington Hospital, No. 4055 N. Western Avenue-- fire prevention inspection.

BY ALDERWOMAN VOLINI (48th Ward):

Edgewater Presbyterian Church, No. 1020 W. Bryn Mawr Avenue-- fire prevention inspection.

Winthrop Towers, No. 4848 N. Winthrop Avenue-- parking sign maintenance and surcharge inspection.

Cancellation of Water Rate:

BY ALDERMAN NATARUS (42nd Ward):

Y.M.C.A., No. 755 W. North Avenue.

Refund of Fees:

BY ALDERMAN OBERMAN (43rd Ward):

Chicago Waldorf School/Day Care Center, No. 2135 N. Kenmore Avenue--refund of license fee (receipt No. K59188) in the amount of \$75.00.

BY ALDERMAN ORR (49th Ward):

Sacred Heart Convent, No. 6200 N. Sheridan Road-- refund of building permits (permit Nos. B608684 and B608685) in the amount of \$172.00.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (September 15, 1982).

Alderman Merlo moved to *Correct* the printed Official Journal of Proceedings of the regular meeting held on September 15, 1982 as follows:

Page 12385 - by deleting the language on lines 8 through 12 from the top of the page.

Page 12355 - by inserting the following language immediately after the twenty-third line from the top of the page:

"E. 114th Street (both sides)

of the 3400 and the 3500 blocks in the E. 114th Street, (both sides) of the 11300 block of Avenue M, and (both sides) of the 11300 block of Avenue N--Zone 16."

The motion *Prevailed*.

JOURNAL (October 6, 1982).

Alderman Merlo moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held October 6, 1982 as follows:

Page 12664 - by deleting the numbers "21-63" appearing in the eleventh and thirteenth line from the top of the page and inserting the numbers "21-64" in lieu thereof.

The motion *Prevailed*.

JOURNAL (October 15, 1982).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on Friday, October 15, 1982, at 2:00 P.M., signed by him as such City Clerk.

Alderman Merlo moved to *Approve* said printed Official and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Taxes Levied for School Purposes of Board of Education for
Fiscal Year 1982-1983.

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 15, 1982, pages 12986-12998, recommending that the City Council pass a proposed ordinance authorizing the levy of taxes for the 1982-1983 fiscal year.

After debate Alderman Frost moved the *Previous Question*.

The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Evans, Bloom, Sawyer, Bertrand, Humes, Shaw, Vrdolyak, Brady, Barden, Streeter, Kelley, Sherman, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Natarus, Oberman, Axelrod, Orr--34.

Nays--Aldermen Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Lipinski, Rittenberg, Pucinski, Merlo, Clewis, Schuler, Volini, Stone--13.

The following is said ordinance as passed:

Levy of Taxes for the Fiscal Year 1982-1983 For School Purposes
of The Board of Education of the City of Chicago.

WHEREAS, The Board of Education of the City of Chicago at an adjourned regular meeting held August 31, 1982, duly adopted the amended School Budget of the Board of Education of the City of Chicago for the fiscal year 1982-1983 commencing September 1, 1982 and ending August 31, 1983, which budget contains the actual or estimated liabilities of previous years and estimates of all expenditures or charges to be made or incurred during said fiscal year 1982-1983 for any of the purposes for which said Board of Education is authorized by law to make expenditures, and also detailed estimates of all balances available at the beginning of said fiscal year 1982-1983, for expenditures during the fiscal year 1982-1983, and also detailed estimates of all current revenue applicable to expenditures or charges to be made or incurred during said fiscal year 1982-1983, including all taxes, contributions, rents, fees, perquisites and all other types of revenue; and

WHEREAS, Said budget also contains the appropriations to defray all estimated expenditures and liabilities of the Board of Education of the City of Chicago, to be paid or incurred during the fiscal year commencing September 1, 1982; and

WHEREAS, The items appropriated for and the objects and purposes for the same are therein and thereby specified for each of the several funds, organizations, units, purposes or objects, including liabilities incurred during previous years, which School Budget is herein referred to and made a part hereof and which is now on file in the Office of the Secretary of the Board of Education; and

WHEREAS, Thereafter at the regular meeting held October 13, 1982, the Board of Education of the City of Chicago duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy school taxes for the fiscal year 1982-1983, which resolution is in words and figures as follows:

*"Order, Demand and Direction Tax Levy for the Fiscal
Year 1982-1983.*

Resolved, and it is hereby certified by the Board of Education of the City of Chicago that it requires to be levied for the fiscal year 1982-1983 (September 1, 1982 through August 31, 1983) upon the equalized assessed value of all of the taxable property in the City of Chicago, a school tax for Educational Purposes, a school tax for Building Purposes and the Purchase of School Grounds, a school tax for the Purpose of Furnishing Free Textbooks in the Public Schools, a school tax for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), a school tax for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, a school tax for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Worker's Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage,

a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on School Building Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

For Educational Purposes	\$	212,626,586.00
For Building Purposes and the Purchase of School Grounds		59,429,791.00
For the Purpose of Furnishing Free Textbooks in the Public Schools		14,527,282.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School	\$	7,923,972.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund		45,487,637.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act		14,166,667.00

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School	\$ 614,926.00	
For estimated loss and cost of collection and deferred collections	25,622.00	640,548.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School	477,405.00	
For estimated loss and cost of collection and deferred collections	19,892.00	497,297.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3 Walt Disney School	1,091,545.00	
For estimated loss and cost of collection and deferred collections	45,481.00	1,137,026.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School	831,276.00	
For estimated loss and cost of collection and deferred collections	34,637.00	865,913.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	702,795.00	
For estimated loss and cost of collection and deferred collections	29,283.00	732,078.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	477,457.00	
For estimated loss and cost of collection and deferred collections	19,894.00	497,351.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,194,429.00	
For estimated loss and cost of collection and deferred collections	49,768.00	1,244,197.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School	1,005,897.00	
For estimated loss and cost of collection and deferred collections	41,912.00	1,047,809.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	1,709,825.00	
For estimated loss and cost of collection and deferred collections	71,243.00	1,781,068.00

October 27, 1982

UNFINISHED BUSINESS

13263

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	\$ 1,296,130.00	
For estimated loss and cost of collection and deferred collections	54,005.00	1,350,135.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	1,265,157.00	
For estimated loss and cost of collection and deferred collections	52,715.00	1,317,872.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	999,610.00	
For estimated loss and cost of collection and deferred collections	41,650.00	1,041,260.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	794,368.00	
For estimated loss and cost of collection and deferred collections	33,099.00	827,467.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,198,300.00	
For estimated loss and cost of collection and deferred collections	49,929.00	1,248,229.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan	1,123,414.00	
For estimated loss and cost of collection and deferred collections	46,809.00	1,170,223.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	609,563.00	
For estimated loss and cost of collection and deferred collections	25,398.00	634,961.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	828,652.00	
For estimated loss and cost of collection and deferred collections	34,527.00	863,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1967	1,316,973.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	54,874.00	1,371,847.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1967	3,368,035.00	

For estimated loss and cost of collection, deferred collections and abatements of such tax	\$ 140,335.00	3,508,370.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1971	1,228,972.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	51,207.00	1,280,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1971	1,521,585.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	63,399.00	1,584,984.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1972	2,167,717.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	90,322.00	2,258,039.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1973	1,917,804.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	79,909.00	1,997,713.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1973	2,067,145.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	86,131.00	2,153,276.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1974	2,295,057.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	95,627.00	2,390,684.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1975	3,974,926.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	165,622.00	4,140,548.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1975	1,324,975.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	55,207.00	1,380,182.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds, Second Series of 1975	4,061,462.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	169,228.00	4,230,690.00

For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Second Series of 1975	\$ 2,106,810.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	87,784.00	2,194,594.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Series of 1976	3,305,438.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	137,726.00	3,443,164.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1977	2,692,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	112,168.00	2,804,203.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1977	1,346,017.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	56,084.00	1,402,101.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1978	1,417,111.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	59,046.00	1,476,157.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1978	4,251,335.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	177,139.00	4,428,474.00

as said purposes and amounts are further included in the School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1982 and ending August 31, 1983, which School Budget of the Board of Education of the City of Chicago for the Fiscal Year commencing September 1, 1982, has been duly adopted by said Board of Education of the City of Chicago, which is herein referred to and made a part of hereof, and which is now on file in the Office of the Secretary of the Board of Education of the City of Chicago; and

Be It Further Resolved that formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid school taxes for the Fiscal Year commencing September 1, 1982 and ending August 31, 1983; and

Be It Further Resolved that the total amount of said levy of school taxes of Four Hundred Thirteen Million, One Hundred Three Thousand, Seven Hundred Fifty-three Dollars (\$413,103,753.00) for said fiscal year beginning September 1, 1982 and ending August 31, 1983 shall be certified to the County Clerks of Cook and DuPage Counties, respectively.

Be It Further Resolved that the President and Secretary of this Board be and they are hereby authorized and directed to present and file with the City Council of the City of Chicago this Order, Demand and Direction by certified copy thereof." and

WHEREAS, Thereafter a certified copy of said resolution was filed by the President and Secretary of the Board of Education of the City of Chicago with the City Council of the City of Chicago; now, therefore,

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

SECTION 1. That the sum of Four Hundred Thirteen Million, One Hundred Three Thousand, Seven Hundred Fifty-three Dollars (\$413,103,753.00), being the total of the appropriations heretofore legally made by the Board of Education of the City of Chicago which are to be collected from the tax levy for the current fiscal year 1982-1983 of the Board of Education of the City of Chicago, for all school purposes of the Board of Education of the City of Chicago, for Educational Purposes, for Building Purposes and the Purchase of School Grounds, for the Purpose of Furnishing Free Textbooks in the Public Schools, for the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School (the School Supervised Playground Outside School Hours and Stadia, Social Center and Summer Swimming Pool Purposes Tax), for the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund, for the Purpose of Purchasing Liability Insurance, Claims Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act, and Unemployment Insurance Act, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan School, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition, a school tax for the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1967, a school

tax for the Purpose of Providing Revenue for the payment of the Principal of and Interest on Working Cash Fund Bonds of 1967, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1971 and a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1971, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1972, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on Working Cash Fund Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1973, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Bonds of 1974, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Second Series of 1975, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds, Series of 1976, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Construction Bonds of 1977, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Commission Bonds of 1978, a school tax for the Purpose of Providing Revenue for the Payment of the Principal of and Interest on School Building Rehabilitation Bonds of 1978, as follows:

*Amounts To Be Included
In Tax Levy*

For Educational Purposes	\$	212,626,586.00
For Building Purposes and the Purchase of School Grounds		59,429,791.00
For the Purpose of Furnishing Free Textbooks in the Public Schools		14,527,282.00
For the Purpose of Establishing, Equipping, Maintaining and Operating Playgrounds adjacent to or connected with any Public School and for Recreational Purposes in connection with any Public School		7,923,972.00
For the Purpose of Providing Revenue for the Public School Teachers' Pension and Retirement Fund		45,487,637.00
For the Purpose of Purchasing Liability Insurance, Claim Services, Paying Tort Judgments and Settlements and for protection against liability under the Workers' Compensation Act, Occupational Diseases Act and Unemployment Insurance Act		14,166,667.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-7, Vincennes Middle School	\$	614,926.00
For estimated loss and cost of collection and deferred collections		25,622.00 640,548.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-8, West Pullman School		477,405.00

*Amounts To Be Included
In Tax Levy*

For estimated loss and cost of collection and deferred collections	\$ 19,892.00	497,297.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-3, Walt Disney School	1,091,545.00	
For estimated loss and cost of collection and deferred collections	45,481.00	1,137,026.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-11, Austin Middle School	831,276.00	
For estimated loss and cost of collection and deferred collections	34,637.00	865,913.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-14, John Hope Middle School	702,795.00	
For estimated loss and cost of collection and deferred collections	29,283.00	732,078.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-15, Garrett A. Morgan School	477,457.00	
For estimated loss and cost of collection and deferred collections	19,894.00	497,351.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-17, Southwest Area High School	1,194,429.00	
For estimated loss and cost of collection and deferred collections	49,768.00	1,244,197.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9A, New Orr High School	1,005,897.00	
For estimated loss and cost of collection and deferred collections	41,912.00	1,047,809.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-9, New Tuley High School	1,709,825.00	
For estimated loss and cost of collection and deferred collections	71,243.00	1,781,068.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4, Whitney Young School	1,296,130.00	
For estimated loss and cost of collection and deferred collections	54,005.00	1,350,135.00

*Amounts To Be Included
In Tax Levy*

For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-2, Carver Riverdale School	\$ 1,265,157.00	
For estimated loss and cost of collection and deferred collections	52,715.00	1,317,872.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-16, 103rd and Cottage School	999,610.00	
For estimated loss and cost of collection and deferred collections	41,650.00	1,041,260.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-19, Farragut High School Addition	794,368.00	
For estimated loss and cost of collection and deferred collections	33,099.00	827,467.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20A, 103rd and Corliss School	1,198,300.00	
For estimated loss and cost of collection and deferred collections	49,929.00	1,248,229.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-20, 103rd and Dan Ryan	1,123,414.00	
For estimated loss and cost of collection and deferred collections	46,809.00	1,170,223.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-4B, Taft High School Addition	609,563.00	
For estimated loss and cost of collection and deferred collections	25,398.00	634,961.00
For the Purpose of Providing Revenue for the payment of the expenses of operation and maintenance of Public Building Commission Project BE-18, Lawndale Area High School	828,652.00	
For estimated loss and cost of collection and deferred collections	34,527.00	863,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1967.	1,316,973.00	

*Amounts To Be Included
In Tax Levy*

For estimated loss and cost of collection, deferred collections and abatements of such tax	\$ 54,874.00	1,371,847.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1967.	3,368,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	140,335.00	3,508,370.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1971.	1,228,972.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	51,207.00	1,280,179.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1971.	1,521,585.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	63,399.00	1,584,984.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1972.	2,167,717.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	90,322.00	2,258,039.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on Working Cash Fund Bonds of 1973.	1,917,804.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	79,909.00	1,997,713.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1973.	2,067,145.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	86,131.00	2,153,276.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Bonds of 1974.	2,295,057.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	95,627.00	2,390,684.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1975.	3,974,926.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	165,622.00	4,140,548.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1975.	1,324,975.00	

	<i>Amounts To Be Included In Tax Levy</i>	
For estimated loss and cost of collection, deferred collections and abatements of such tax	\$ 55,207.00	1,380,182.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds, Second Series of 1975.	4,061,462.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	169,228.00	4,230,690.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Second Series of 1975.	2,106,810.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	87,784.00	2,194,594.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds, Series of 1976.	3,305,438.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	137,726.00	3,443,164.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1977.	2,692,035.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	112,168.00	2,804,203.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1977.	1,346,017.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	56,084.00	1,402,101.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Construction Bonds of 1978.	1,417,111.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	59,046.00	1,476,157.00
For the Purpose of Providing Revenue for the payment of the Principal of and interest on School Building Rehabilitation Bonds of 1978.	4,251,335.00	
For estimated loss and cost of collection, deferred collections and abatements of such tax	177,139.00	4,428,474.00

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. The County Clerks of Cook and DuPage Counties, respectively, shall extend the school taxes in the amounts and for the purpose hereinabove set forth in the Order, Demand and Direction as hereinabove set forth in this school tax levy ordinance.

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

**Authority Granted for Execution of Memorandum of Agreement
in Conjunction with the Issuance of Revenue Bonds for
Renovation Project by the Chicago White Sox, Ltd.**

On motion of Alderman Frost the City Council took up for consideration the report of the Committee on Finance deferred and published in the Journal of the Proceedings of October 6, 1982, pages 12651-12654, recommending that the City Council pass a proposed ordinance authorizing the execution of a memorandum of agreement in conjunction with the issuance of revenue bonds for renovation project by the Chicago White Sox, Ltd.

After debate Alderman Frost moved the *Previous Question*.

The motion *Prevailed*.

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

Yeas--Aldermen Roti, Barnett, Sawyer, Bertrand, Shaw, Vrdolyak, Majerczyk, Burke, Brady, Barden, Kellam, Shumpert, Marzullo, Nardulli, Ray, Carothers, Davis, Hagopian, Martinez, Gabinski, Mell, Frost, Farina, Damato, Cullerton, Laurino, Rittenberg, Natarus, Oberman, Merlo, Axelrod, Schuler, Orr, Stone--34.

Nays--Aldermen Bloom, Huels, Streeter, Sheahan, Kelley, Lipinski, Pucinski, Clewis, Volini--9.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook County, Illinois (the "City"), is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, As a home rule unit of government, the City has the power to adopt ordinances related to its government and affairs; and

WHEREAS, The Chicago White Sox, Ltd., an Illinois limited partnership (the "White Sox"), wishes to secure financing for the improvement and renovation of Comiskey Park (the "Stadium"), a sports facility located in the City, to be owned by the White Sox, or to be owned by Comiskey Park Associates and leased to the White Sox, and in either event to be used by the White Sox as a stadium for baseball and other sports events, and the White Sox wishes to have the City issue its revenue bonds to provide funds for the construction and acquisition of such facilities; and

WHEREAS, It is considered desirable for the enhancement of the tax base and the general welfare of the City and its inhabitants to assist in the renovation and improvement of a sports facility located within the City; and

WHEREAS, Such revenue bonds, when issued, shall not be a charge against the general revenues nor the taxing powers of the City, but shall be payable solely and only from payments made by Comiskey Park Associates or the White Sox; and

WHEREAS, A Memorandum of Agreement with respect to the proposed issuance of such revenue bonds has been presented to the City; now, therefore,

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

SECTION 1. This City Council hereby determines that the assistance of the Chicago White Sox, Ltd. through the issuance of revenue bonds, the proceeds of which will be used for the renovation and improvement of Comiskey Park, is an appropriate exercise of the home rule powers of the City.

SECTION 2. It is hereby determined that the execution of a Memorandum of Agreement in substantially the form presented to this City Council is proper and its execution by the Mayor, the City Comptroller or the City Clerk is hereby authorized. Upon the fulfillment of conditions stated in the Memorandum of Agreement, as executed, the City will take such actions as may be necessary and will adopt such further proceedings as may be necessary to issue its revenue bonds in an amount not to exceed \$5,000,000 for the aforementioned purpose.

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

Memorandum of Agreement attached to this ordinance reads as follows:

This Memorandum of Agreement (the "Agreement") is by and between the City of Chicago (the "City") and the Chicago White Sox, Ltd., an Illinois limited partnership (the "White Sox").

1. Preliminary Statement. Among the matters of mutual inducement which have resulted in this Agreement are the following:
 - (a) The City of Chicago, Cook County, Illinois (the "City") is a home rule unit of government under Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois with power to adopt ordinances and take actions relating to its government and affairs and it has been determined that assisting in the renovation and improvement of Comiskey Park (the "Stadium") is a proper exercise of the home rule powers of the City.
 - (b) The White Sox presently owns and operates the Stadium. Ownership of the Stadium may be transferred to Comiskey Park Associates, an Illinois limited partnership, in which case the Stadium will be leased to and operated by the White Sox. The White Sox proposes to cause the Stadium to be renovated and improved through the addition of indoor and improvement of outdoor seating facilities, addition of restrooms, addition of food service facilities and other capital improvements, (collectively, the "Project"), all being portions of a sports facility open to the use of the general public and located within the City. The White Sox wishes to obtain satisfactory assurance from the City that the proceeds from the sale of the revenue bonds of the City will be made available to finance the cost of the Project.
 - (c) Subject to due compliance with all requirements of law, the City will proceed to take such action as may be necessary to cause to be prepared such agreements, indentures or such other documents as may be necessary to cause the City, by virtue of its authority as a home rule unit of government to sell and issue its revenue bonds in an amount not to exceed \$5,000,000 (the "Bonds") to pay costs of the Project and costs incidental to the issuance of the Bonds.
 - (d) The City considers that its financing of the cost of the Project on behalf of the White Sox will promote and further the affairs and welfare of the City and its inhabitants.
2. Undertakings on the Part of the City. Subject to the conditions above stated, the City agrees as follows:
 - (a) That it will begin the proceedings necessary on its part to cause the City Council to authorize the issuance and sale of the Bonds, pursuant to terms mutually acceptable to the City, the White Sox, Comiskey Park Associates, if it is owner of the Stadium, and potential purchasers of the Bonds.

- (b) That it will cooperate with the White Sox in finding a purchaser or purchasers for the Bonds, and if satisfactory purchase arrangements can be made, the City will adopt such proceedings authorizing the execution of such documents as may be necessary or advisable for the authorization, issuance and sale of the Bonds and the financing of the Project, all as shall be authorized in an ordinance of the City Council and mutually satisfactory to the City, the White Sox, Comiskey Park Associates, if it is owner of the Stadium, and potential purchasers of the Bonds.
 - (c) That, if the City issues and sells the Bonds, the financing instruments will provide that the City will lend the proceeds of the bonds to the White Sox or Comiskey Park Associates to be used to finance the Project and the aggregate payments, basic rents or sale price (i.e., the amounts to be paid by the White Sox or Comiskey Park Associates and used by the City to pay the principal of, interest and redemption premium, if any, on the Bonds) payable under the instruments whereby the Project shall be financed, shall be such sums as shall be sufficient to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable.
 - (d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate in pursuance thereof.
3. Undertakings on the Part of the White Sox. Subject to the conditions above stated, the White Sox agrees as follows:
- (a) That it will use all reasonable efforts to find one or more purchasers for the Bonds.
 - (b) That if title to the Stadium is conveyed to Comiskey Park Associates it will cause this Agreement to be joined in by the general partner of Comiskey Park Associates.
 - (c) That contemporaneously with the issuance of the Bonds, the White Sox will enter into and, if title has been conveyed will cause Comiskey Park Associates to enter into, a revenue agreement with the City under the terms of which the White Sox will be obligated to pay to the City sums sufficient in the aggregate to pay the principal of, interest and redemption premium, if any, on the Bonds as and when the same shall become due and payable, such revenue agreement to be in form and substance satisfactory to the City, the White Sox and Comiskey Park Associates.
 - (d) That during the period beginning on the date of the sale and delivery of the Bonds by the City to the purchaser thereof and ending three years after the date of completion of the Project or after payment of all costs of the Project, whichever is later, the White Sox (1) will furnish upon request of the City a report in a form satisfactory to the City, containing information relating to the Project, including but not limited to, the numbers and types of jobs and employment opportunities which have been created or maintained within the City as a result of the completion of the Project, and (2) will permit any duly authorized agent of the City to enter upon and inspect the Project during regular business hours, and to examine and copy at the principal office of the White Sox located within the City of Chicago, Illinois, during regular business hours all books, records and other documents of the White Sox relating to expenditures from the Bond proceeds for the Project and the numbers and types of jobs at the Project.
 - (e) That it will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it may deem appropriate in pursuance thereof.

4. General Provisions.

- (a) All commitments of the City under paragraph 2 hereof and of the White Sox or Comiskey Park Associates under paragraph 3 hereof, are subject to the conditions that on or before one (1) year from the date hereof (or such other date as shall be mutually satisfactory to the City and the White Sox), the City and the White Sox and if title has been conveyed, Comiskey Park Associates shall have agreed to mutually acceptable terms for the Bonds and of the sale and delivery thereof, and mutually acceptable terms and conditions of the agreements and instruments referred to in paragraphs 2 and 3 hereof and the proceedings referred to in paragraphs 2 and 3 hereof.
- (b) All costs and expenses in connection with the financing and completion of the Project, including the fees and expenses of counsel to the City and Chapman and Cutler, as bond counsel, and the agent or underwriter for the sale of the Bonds, shall be paid from the proceeds of the Bonds or by the White Sox. If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds are not sold within such time, the White Sox agree that it will reimburse the City for all reasonable and necessary direct out-of-pocket expenses which the City may incur from the execution of this Agreement and the performance by the City of its obligations hereunder, and will pay upon demand the accrued fees and out-of-pocket expenses of bond counsel, and this Agreement shall thereupon terminate.

In Witness Whereof, the parties hereto have entered into this Agreement by their officers thereunto duly authorized as of this _____ day of _____, 1982.

[Signature forms omitted for printing purposes]

MISCELLANEOUS BUSINESS.

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 Wednesday, the twenty-seventh (27th) day of October, 1982, at 10:00 A.M., be and the same is hereby fixed to be held on Friday, the twelfth (12th) day of November, 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, Hagopian, Martinez, Gabinski, Mell, Frost, Marcin, Farina, Damato, Cullerton, Laurino, Rittenberg, Pucinski, Natarus, Oberman, Merlo, Clewis, Axelrod, Schuller, Volini, Orr, Stone--50.

Nays--None.

ADJOURNMENT.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Friday, November 12, 1982, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.