

COPY



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

Regular Meeting--Wednesday, December 30, 1987

at 10:00 A.M.

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

OFFICIAL RECORD.

EUGENE SAWYER
Acting Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance At Meeting.

Present -- The Honorable Eugene Sawyer, Acting Mayor, and Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr.

Absent -- Aldermen Vrdolyak, Kellam, Sheahan, Henry, Mell, Austin, Laurino, Hansen, Stone.

Call To Order.

On Wednesday, December 30, 1987 at 12:05 P.M. (the hour appointed for the meeting was 10:00 A.M.) The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order. Mr. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Quorum present.

Invocation.

Alderman Ed H. Smith (28th Ward) opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- TRANSFER OF FUNDS BY PUBLIC BUILDING
COMMISSION OF CHICAGO STANDING TO CREDIT
OF CITY FOR VARIOUS PROJECTS.

The Honorable Eugene Sawyer, Acting 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

December 30, 1987.

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

LADIES AND GENTLEMEN -- The Public Building Commission of Chicago has adopted resolutions which request approval from its lessees, including the City of Chicago, of the transfer of surplus funds standing to the credit of the lessees in various revenue fund accounts to meet deficiencies in other accounts.

Accordingly, I transmit herewith a proposed ordinance for your consideration which would approve the proposed transfers of funds standing to the credit of the City of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

Referred -- APPROVAL OF POLICIES AND PROCEDURES FOR
DISPOSITION OF PROJECT LAND BY COMMERCIAL
DISTRICT DEVELOPMENT COMMISSION
OF CHICAGO.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Economic Development:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

December 30, 1987.

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

LADIES AND GENTLEMEN -- At the request of the Acting Deputy Commissioner of the Department of Economic Development, transmitted herewith is an ordinance approving policies and procedures for the disposition of project land by the Commercial District Development Commission of the City of Chicago.

Also enclosed is a certified copy of a resolution adopted by the Commercial District Development Commission at a meeting on November 17, 1987, requesting City Council approval of the policies and procedures for disposition of project land referred to above.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,
(Signed) EUGENE SAWYER,
Acting Mayor.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The Honorable Walter S. Kozubowski, City Clerk, informed the City Council that all those ordinances, etc. which were passed by the City Council on December 29, 1987, 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 December 30, 1987 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 December 29, 1987, 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.

FILING OF CERTIFIED COPY OF ORDINANCE WITH COUNTY CLERK OF COOK COUNTY.

The City Clerk further informed the City Council that he filed with the County Clerk of Cook County, on December 30, 1987, an ordinance passed by the City Council on December 9, 1987:

Repeal of ordinances authorizing continuation of three year tax levy as well as appropriation and imposition of tax levy for Special Service Area Number Six.

REPORTS OF COMMITTEES.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

EXECUTION OF FUNDING AGREEMENT WITH COOK COUNTY AND CHICAGO TRANSIT AUTHORITY FOR PAYMENT OF CITY'S 1988 CONTRIBUTION TO CHICAGO TRANSIT AUTHORITY.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, December 30, 1987.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a grant of \$3,000,000 to the Chicago Transit Authority and the execution of a funding agreement between the City of Chicago, the County of Cook and the Chicago Transit Authority, recommends that Your Honorable Body do *Pass* said ordinance, which is transmitted herewith.

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

Respectfully submitted,
(Signed) LAWRENCE S. BLOOM,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (Ill. Rev. Stat. Chapter 111 2/3, Paragraph 701.01, *et seq.*) provides in Paragraph 704.10, that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.01(d) unless a unit or units of local government in Cook County (other than the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least \$5,000,000.00 for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operating expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed \$3 Million and the County of Cook has contributed \$2 Million; and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on December 18, 1986 (C.J.P. pp. 38145--38147); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 1987 the sum of Three Million Dollars (\$3,000,000.00) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 1987 from that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000.00) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under the Regional Transportation Authority Act (Chapter 111 2/3, Section 704.10, Illinois Revised Statutes 1985) between the C.T.A., the County of Cook, and the City of Chicago, authorized by an

ordinance passed December 18, 1986 for the fiscal year of the R.T.A. ending December 31, 1987.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to enter into an Agreement for, and on behalf of, the City of Chicago with the C.T.A. and the County of Cook pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act (Chapter 111 2/3, Section 704.10, Illinois Revised Statutes 1985), for the fiscal year of the R.T.A. ending December 31, 1988, such Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 4. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

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

Alderman Burke presented the following amendment to the foregoing proposed ordinance:

I move to amend the ordinance by adding the following language to Section 5:

"Provided, however, that the funds appropriated herein shall be held in an escrow account by the City Comptroller until the Chicago Transit Authority repays the loan authorized by ordinance dated July 20, 1981."

Alderman Natarus then presented the following substitute for the foregoing proposed amendment:

I move to amend the ordinance by adding a new Section 5:

"It is hereby ordered that the Corporation Counsel of the City of Chicago shall file suit against the Chicago Transit Authority to recover \$17,000,000."

And further, to renumber Section 5 as Section 6.

After debate, Alderman Shaw moved the *Previous Question*. The motion *Prevailed* by a viva voce vote.

Alderman Natarus then moved to *Approve* the substitute amendment to the said proposed ordinance. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Gabinski, Kotlarz, Banks, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 33.

Nays -- Aldermen Burke, Krystyniak, Giles, Cullerton, Pucinski -- 5.

Alderman T. Evans was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 36.

Nays -- Aldermen Burke, Krystyniak, Cullerton -- 3.

Alderman T. Evans was excused from voting under the provisions of Rule 14 of the Council's Rules of Order.

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

The following is said ordinance as passed:

WHEREAS, The law of the State of Illinois establishing the Regional Transportation Authority (the "R.T.A.") (Ill. Rev. Stat. Chapter 111 2/3, Paragraph 701.01, *et seq.*) provides in Paragraph 704.10, that the R.T.A. shall not for any fiscal year of the R.T.A. release to the Chicago Transit Authority (the "C.T.A.") any funds except for the proceeds of taxes imposed by the R.T.A. under Sections 4.03 and 4.03.1 which are allocated to the C.T.A. under Section 4.01(d) unless a unit or units of local government in Cook County (other than the C.T.A.) enters or enter into an agreement with the C.T.A. to make a monetary contribution for such year of at least \$5,000,000.00 for public transportation; and

WHEREAS, The C.T.A. will, for the foreseeable future, require such financial grants from the R.T.A. in order to meet its operating expenses; and

WHEREAS, Every year since the inception of the R.T.A., the City of Chicago has contributed \$3 Million and the County of Cook has contributed \$2 Million; and

WHEREAS, The last such ordinance authorizing the City's contribution was passed on December 18, 1986 (C.J.P. pp. 38145--38147); now, therefore,

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

SECTION 1. There is hereby allocated for the fiscal year of the R.T.A. ending December 31, 1987 the sum of Three Million Dollars (\$3,000,000.00) for use by the C.T.A. as a matching grant from the City of Chicago to be paid prior to December 31, 1987 from that part of the Motor Fuel Tax Funds which have been or may be allocated to the City of Chicago.

SECTION 2. The sum of Three Million Dollars (\$3,000,000.00) hereby allocated shall be deemed, considered and construed as the payment and fulfillment of the local contribution required of the City of Chicago pursuant to an agreement made under the Regional Transportation Authority Act (Chapter 111 2/3, Section 704.10, Illinois Revised Statutes 1985) between the C.T.A., the County of Cook, and the City of Chicago, authorized by an

ordinance passed December 18, 1986 for the fiscal year of the R.T.A. ending December 31, 1987.

SECTION 3. That the Mayor of the City of Chicago is hereby authorized to enter into an Agreement for, and on behalf of, the City of Chicago with the C.T.A. and the County of Cook pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act (Chapter 111 2/3, Section 704.10, Illinois Revised Statutes 1985), for the fiscal year of the R.T.A. ending December 31, 1988, such Agreement to be in substantially the form of Exhibit A attached hereto.

SECTION 4. The City Clerk is hereby directed to transmit a certified copy of this ordinance to the Governor of the State of Illinois and two certified copies of this ordinance to the Department of Transportation of the State of Illinois, Springfield, Illinois.

SECTION 5. It is hereby ordered that the Corporation Counsel of the City of Chicago shall file suit against the Chicago Transit Authority to recover \$17,000,000.

SECTION 6. This ordinance shall be in force and effect from and after its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

This Agreement made this _____ day of _____, 198____, by and between the Chicago Transit Authority (herein the "Authority"), a municipal corporation of the State of Illinois, established pursuant to the Metropolitan Transit Authority Act, Illinois Revised Statutes, Chapter 111-2/3, Section 301 *et seq.*, and the City of Chicago and the County of Cook, municipal corporations of the State of Illinois.

Witnesseth:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants hereinafter set forth, this Agreement is made pursuant to the provisions of Section 4.10 of the Regional Transportation Authority Act, Illinois Revised Statutes, Chapter 111- 2/3, Section 704.10.

1. The City of Chicago hereby agrees to contribute prior to December 31, 1988, Three Million Dollars (\$3,000,000.00) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1988.

2. The County of Cook hereby agrees to contribute prior to December 31, 1988, Two Million Dollars (\$2,000,000.00) in the aggregate in cash directly to the Authority for public transportation for the fiscal year of the Regional Transportation Authority ending December 31, 1988.

In Witness Whereof, the parties hereto, by their duly authorized officers, have executed this Agreement on the date first above-mentioned.

[Signature forms omitted for printing purposes.]

**COMMITTEE ON LAND ACQUISITION, DISPOSITION
AND LEASES.**

**AUTHORITY GRANTED TO ADVERTISE FOR SALE
CITY-OWNED VACANT PROPERTY AT
SUNDRY LOCATIONS.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass thirty-three proposed ordinances transmitted therewith, authorizing the Department of Housing, City Real Estate Section, to advertise for sale city-owned vacant property at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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):

218--224 East 43rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 11. and 12 (except the East 80.91 feet of said Lots) in Sarah D. Broad's Subdivision of the West 2/3 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian,

in Cook County, Illinois (commonly known as 218--224 East 43rd Street, Permanent Tax No. 20-03-121-038).

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 Department of Housing, City Real Estate Section which 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.

336--346 East 43rd Street/4247--4249 South Calumet Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 8, 9, 10, 11 and 12 in Subdivision of Lots 25 to 36, inclusive, and Lots 61 through 72 in A. J. Averell's Subdivision of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 336--346 East 43rd Street/4247--4249 South Calumet Avenue, Permanent Tax No. 20-03-123-018).

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 Department of Housing, City Real Estate Section which 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.

5545--5547 South Halsted Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 22 and 23 and North 6 inches of the West 72 feet of Lot 24 in Block 4 in Gardner's 55th Street Boulevard Addition in the Northwest 1/4 of Section 16, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5545--5547 South Halsted Street, Permanent Tax No. 20-16-100-014).

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

Bidders shall furnish economic disclosure statement, as per city ordinance, Chapter 26.1 Municipal Code.

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of Housing, City Real Estate Section which 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.

*900--926 East 41st Street/4047--4051
South Drexel Boulevard.*

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

SECTION 1. The Department of Housing, City Real Estate Section 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 15 to 18 (except the northerly 69 feet measured on the westerly line) in Block 14 in Cleverville, being the northwest fractional 1/4 of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 900--926 East 41st Street/ 4047--4051 South Drexel Boulevard, Permanent Tax No. 20-02-106-040).

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 Department of Housing, City Real Estate Section which 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.

522--524 East 42nd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 20 and 21 in the Resubdivision of Block 1 in Jennings Subdivision of the South 1/2 of the North 1/2 of the South West 1/4 of the North East 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 522--524 East 42nd Street, Permanent Tax No. 20-03-217-021).

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 Department of Housing, City Real Estate Section which 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.

4739 South St. Lawrence Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 37 in Block 1 in the Subdivision of Lots 3, 4 and 5 in Stone and Mc Glashan's Subdivision of the north half of the north half of the northeast quarter of Section 10,

Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4739 South St. Lawrence Avenue, Permanent Tax No. 20-10-203-015).

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 Department of Housing, City Real Estate Section which 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.

*533--557 East 47th Street/
4700 South St. Lawrence Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section 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 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 in Block 1 in Well's Add'n. to Chicago in the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian (excepting from said Lot 10 that part thereof taken for straightening St. Lawrence Avenue in Cook County, Illinois (commonly known as 533--557 East 47th Street/4700 South St. Lawrence Avenue, Permanent Tax Nos. 20-10-202-001 and 002).

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 Department of Housing, City Real Estate Section which 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.

8941 South Houston Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 24 and 25 in Block 40 in the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8941 South Houston Avenue, Permanent Tax No. 26-06-218-020).

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 Department of Housing, City Real Estate Section which 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.

7600 South Normal Avenue.

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

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

Lot 1 in Block 8 in Auburn Park in the East 1/4 of the Southwest 1/4 of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7600 South Normal Avenue, Permanent Tax No. 20-28-311-005).

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 Department of Housing, City Real Estate Section which 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.

1954--1958 West 87th Street/8657 South Damen Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 9 and 10 in Block 4 in Ridgewood, being a Subdivision of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 31, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1954--1958 West 87th Street/8657 South Damen Avenue, Permanent Tax Nos. 20-31-423-029 and 030).

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 Department of Housing, City Real Estate Section which 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.

6605--6609 South Cottage Grove Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 23 in Block 9 in Woodlawn Ridge Subdivision of the South half of the Northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal

Meridian, in Cook County, Illinois (commonly known as 6605--6609 South Cottage Grove Avenue, Permanent Tax No. 20-23-120-002).

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 Department of Housing, City Real Estate Section which 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.

6640 South Michigan Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 4 in Block 3 in Perry and Harwell's Subdivision of the South 13-1/2 Acres of the West 1/2 of the Northwest 1/4 of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6640 South Michigan Avenue, Permanent Tax No. 20-22-105-046).

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 Department of Housing, City Real Estate Section which 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.

6636 South Michigan Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 3 in Block 3 in Perry and Hartwell's Subdivision of the South 13-1/2 acres of West half of the North west quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6636 South Michigan Avenue, Permanent Tax No. 20-22-105-045).

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 Department of Housing, City Real Estate Section which 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.

1215 East 63rd Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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:

The East 1/2 of Lot 5 in Block 3 in Wait & Bowen's Subdivision in that part of the West 1/2 of the Northeast 1/4 lying West of Railroad of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1215 East 63rd Street, Permanent Tax No. 20-23-200-030).

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 Department of Housing, City Real Estate Section which 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.

1469--1471 East 69th Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 2 and 3 in Block 2 in Subdivision of the North half of the Southeast quarter of the Southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1469--1471 East 69th Street, Permanent Tax No. 20-23-414-008).

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 Department of Housing, City Real Estate Section which 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.

1744 West Division Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 23 in Block 4 in Spear's Addition to Chicago in the East 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1744 West Division Street, Permanent Tax No. 17-06-234-019).

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 Department of Housing, City Real Estate Section which 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.

1241--1243 North Paulina Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 68 and 69 in Moorman's Addition to Chicago, being a Subdivision in the East 1/2 of the Northeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1241--1243 North Paulina Street, Permanent Tax Nos. 17-06-235-016 and 17-06-235-015).

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 Department of Housing, City Real Estate Section which 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.

1817 West Haddon Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 24 in Helmkamp's Subdivision of the Southeast 1/4 of Block 1 in the Subdivision of the West 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of

the Third Principal Meridian, in Cook County, Illinois (commonly known as 1817 West Haddon Avenue, Permanent Tax No. 17-06-404-005).

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 Department of Housing, City Real Estate Section which 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.

1132 North California Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 Block 1 in Carter's Resubdivision of Blocks 1, 3, 4, 5, 7 to 11, 13, 14, 15 and Lots 2, 4 and 5 of Block 7 in Carter's Subdivision of Blocks 1 to 4 and 7 of Clifford's Add'n. to Chicago, a Subdivision of the East 1/2 of the Southwest 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian, (except the East 1/2 of the Southeast 1/4 of the Southeast 1/4) in Cook County, Illinois (commonly known as 1132 North California Avenue, Permanent Tax No. 16-01-304-028).

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 Department of Housing, City Real Estate Section which 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.

1100 North Wood Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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:

That part of the South 18 feet of Lot 10 and all of Lots 11 and 12 all taken as one tract lying South of a line running from a point on the East line of tract, 25.14 feet North of the South East corner thereof to a point on the West line of tract, 27.14 feet North of the South West corner thereof all in Hasings Resubdivision of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 25 and 26 in Helkamp's Subdivision of the Southeast quarter of Block 1 in Cockhrons and Others Subdivision of the West half of the South East quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1100 North Wood Street, Permanent Tax No. 17-06-404-023).

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 Department of Housing, City Real Estate Section which 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.

2426--2428 West Warren Boulevard.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 51 and 52 in Boone's Add'n. to Chicago Subdivision of the Southeast Block 1 Wakeman & Other's Partition in Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2426--2428 West Warren Boulevard, Permanent Tax Nos. 16-12-424-009 and 010).

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 Department of Housing, City Real Estate Section which 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.

113 North Mozart Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 55 in the Subdivision of Block 16 in Lee and Other's Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 113 North Mozart Street, Permanent Tax No. 16-12-323-013).

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 Department of Housing, City Real Estate Section which 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.

129 North Mozart Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 of Friestedt Subdivision of Lots 15, 16 and 17 in the Resubdivision of Block 16 in Lee's Subdivision of the Southwest 1/4 of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 129 North Mozart Street, Permanent Tax No. 16-12-323-006).

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 Department of Housing, City Real Estate Section which 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.

*708--710 South Springfield Avenue/
3901--3905 West Flounoy Avenue.*

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

SECTION 1. The Department of Housing, City Real Estate Section 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 22 and 23 in Block "B" in Vance's Garfield Boulevard Addition in the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 708--710 South Springfield Avenue/3901--3905 West Flounoy Avenue, Permanent Tax Nos. 16-14-305-021 and 022).

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 Department of Housing, City Real Estate Section which 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.

3257--3259 West Adams Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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:

North 39 feet 6 inches of Lots 26 and 27 in Block 3 in Central Park 2nd Addition in East 1/2 of Northeast 1/4 of Northeast 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 3257--3259 West Adams Street, Permanent Tax No. 16-14-212-007).

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 Department of Housing, City Real Estate Section which 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.

3846--3848 West Van Buren Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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:

The East 12 feet of Lot 31 and 111, of Lot 32 and the West 13 feet of Lot 33 in Block 12 in Lambert Tree's Subdivision of the West 1/2 of the Northwest 1/4 of Section 14,

Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3846--3848 West Van Buren Street, Permanent Tax No. 16-14-111-017).

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 Department of Housing, City Real Estate Section which 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.

3506 West Armitage Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 118 in the Subdivision of the South 1/4 of the West 1/3 of the Northeast 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3506 West Armitage Avenue, Permanent Tax No. 13-35-231-024).

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 Department of Housing, City Real Estate Section which 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.

1628 North Bosworth Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 48 in Sub Block 2 in Chicago Distilling Company's Subdivision of Block 19 in Sheffield's addition to Chicago in Sections 31 and 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1628 North Bosworth Avenue, Permanent Tax No. 14-32-312-028).

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 Department of Housing, City Real Estate Section which 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.

2128 West Churchill Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 41 in Block 17 in Pierce's Addition to Holstein in the Southwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2128 West Churchill Street, Permanent Tax No. 14-31-316-030).

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 Department of Housing, City Real Estate Section which 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.

1529 North Bosworth Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 24 in Starr's Subdivision of the Southeast quarter of Block 5 in Canal Trustee's Subdivision of the West part of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1529 North Bosworth Avenue, Permanent Tax No. 17-05-101-019).

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 Department of Housing, City Real Estate Section which 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.

11458 South Davol Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 11 and the South 12-1/2 feet of Lot 10 in Block 88, Washington Heights, a Resubdivision of Lots 1 and 2 in Block 13, and all of Block 14, Lots 7 to 63 inclusive, in

Block 20, Lots 1, 2 and 3 in Block 21, and all of Blocks 24, 28 and 29, all in Section 18 and Section 19; also subdivision of the West 1/2 of the Northwest 1/4 of Section 20 and part of the Southwest 1/4 of Section 19, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 11458 South Davol Street, Permanent Tax No. 25-19-227-026).

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 Department of Housing, City Real Estate Section which 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.

400 West 112 Street.

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

SECTION 1. The Department of Housing, City Real Estate Section 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:

The East 42 feet 10-5/8 inches of Lots 28 to 30 in Block 1 in Sheldon Heights in the Northwest 1/4 of Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 400 West 112th Street, Permanent Tax No. 25-21-107-037).

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 Department of Housing, City Real Estate Section which 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.

2917 North Ridgeway Avenue.

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

SECTION 1. The Department of Housing, City Real Estate Section 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 33 in John B. Dawson's Subdivision of the Southeasterly 1/2 of Lot 8, with Lots 4 and 5 of Dawson Subdivision of Lot 9, in Davlin, Kelly and Carroll's Subdivision of the Northwest 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2917 North Ridgeway Avenue, Permanent Tax No. 13-26-122-012).

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 Department of Housing, City Real Estate Section which 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.

**BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTIES
REJECTED AND AUTHORITY GRANTED TO
RE-ADVERTISE SAME FOR SALE.**

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, rejecting bids for purchase of city-owned vacant properties and authorizing the Department of Housing to re-advertise the same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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):

1715--1719 East 71st Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Louis J. Barnes, 1711 East 71st Street, Chicago, Illinois 60649 to purchase for the sum of \$2,020.00, the city-owned vacant property, previously advertised pursuant to Council authority passed April 1, 1987, page 40910.

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

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

West 1/2 of Lot 10 all of Lot 11 and East 13 feet of Lot 12 in Wolbach's Addition to South Shore in Northwest 1/4 of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1715--1719 East 71st Street, Permanent Tax No. 20-25-102-005).

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

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

1300 East 71st Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Chicago, Illinois Congregation of Jehovah's Witnesses, Oakwood Unit, 1323 East 71st Street, Chicago, Illinois 60619 to purchase for the sum of \$5,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed February 4, 1985, pages 13390--13391.

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

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

Lots 18 to 22 inclusive, Block 4, Scammon & Dickey's Subdivision of that part of the West 1/2, Southeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, lying East of the Illinois Central Railroad (except 1 acre in the Northeast corner thereof), in Cook County, Illinois (commonly known as 1300 East 71st Street, Permanent Tax No. 20-23-420-020).

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

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

*16--18 North Kedzie Avenue/
3201 West Warren Boulevard.*

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

SECTION 1. The City of Chicago hereby rejects the bid of Sidney T. and Leflora Draper, 3209 West Warren Boulevard, Chicago, Illinois 60624 to purchase for the sum of \$2,000.00, the city-owned vacant property, previously advertised pursuant to Council authority passed April 1, 1987, page 40907.

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

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

Lots 60 and 61 in the Subdivision of Blocks 9, 10, 12, 13, 14 and part of Blocks 11, 15 and 16 in Castles's Subdivision of the East 15 Acres of the East 1/2 of the Southeast 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 16--18 North Kedzie Avenue/3201 West Warren Boulevard, Permanent Tax No. 16-11-415-039).

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

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

REPEAL OF ORDINANCE AUTHORIZING SALE OF PROPERTY
AT 3008--3018 WEST WASHINGTON BOULEVARD.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, The City Council heretofore approved the sale to Mt. Sinai Baptist Church, 2841 West Washington Boulevard, Chicago, Illinois the property commonly known as follows:

Lots 130, 131, 132, 133 and 134 in Flint's Addition to Chicago, in the South West quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3008--3018 West Washington Boulevard, Permanent Tax Nos. 16-12-320-014, 015, 106 and 017); and

WHEREAS, Mt. Sinai Baptist Church, stopped payment of deposit check therefore voiding purchase; now, therefore,

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

SECTION 1. The ordinance adopted by this body on September 9, 1987, pages 3409--3410 of the Council Journal, approving the sale to Mt. Sinai Baptist Church, 2841 West Washington Boulevard, of said above property located at 3008--3018 West Washington Boulevard be hereby repealed.

SECTION 2. The City Real Estate Section of the City of Chicago is hereby authorized to re-offer this property for sale to interested parties.

SECTION 3. This ordinance shall be effective upon passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schalter, Osterman, Orr -- 41.

Nays -- None.

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

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED VACANT
PROPERTY AT 2144 WEST DICKENS AVENUE UNDER
ADJACENT NEIGHBORS LAND ACQUISITION
PROGRAM.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the acceptance of a bid for purchase of city-owned vacant property at 2144 West Dickens Avenue under the Adjacent Neighbors Land Acquisition Program.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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 of Chicago hereby accepts the bid listed below to purchase city-owned vacant property under the "Adjacent Neighbors Land Acquisition Program," which was approved by the City Council in an ordinance on March 6, 1981 found between pages 584--585 of the Journal of City Council Proceedings and as amended on July 23, 1982 between pages 11831--11839 of the Journal of the City Council Proceedings and as further amended January 7, 1983 as found between pages 14803--14805 of the Journal of the City Council Proceedings. Said bid and legal description are as follows:

Bidder: Stephen D. Smith
Address: 2140 West Dickens Avenue
Bid Amount: \$350.00

Real Estate No. 6051
Address: 2144 West Dickens Avenue
Index No. 14-31-130-022

Legal Description

Lot 47 in Sherman's Add'n. to Holstein in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 2144 West Dickens Avenue, Chicago, Illinois.

SECTION 2. That the conveyance of the city-owned property under the "Adjacent Neighbors Land Acquisition Program," is subject to all terms and conditions, covenants, and restrictions contained in the aforementioned enabling ordinance passed by the City

Council on July 23, 1982, which established said program. Additionally, said conveyance is to be made subject to the additional terms, conditions, and restrictions contained in the advertisement announcing said program, the "Instructions to Bidder" and the "Offer to Purchase Real Estate," which were included in the official bid package distributed to bidder.

SECTION 3. That the city-owned vacant property to be conveyed is to be sold subject to covenants, zoning and building restrictions, easements and conditions, if any, of record.

SECTION 4. That the failure of a bidder to comply with the terms, conditions, and restrictions contained in the documents referred to in Section 2 of this ordinance may result in the City taking appropriate legal action as determined by the Corporation Counsel.

SECTION 5. That the Mayor and City Clerk are authorized to sign and attest the quitclaim deed conveying all interest of the City of Chicago in and to said property to the above listed bidder.

SECTION 6. That the City Clerk is authorized, upon receipt of written notification from the Department of Housing, City Real Estate Section, that the sale of this property has been completed, to deliver the cashier's check, certified check, bank check or money order of the above listed bidder in full amount to the City Comptroller, who is authorized to deposit said check or money order into the appropriate City account.

SECTION 7. That the City Clerk is further authorized and directed to refund the cashier's check, certified check, bank check or money order to the unsuccessful bidder for the purchase of said property.

SECTION 8. This ordinance shall take effect and be in full force and effect from the date of its passage.

BIDS REJECTED FOR PURCHASE OF CITY-OWNED VACANT
PROPERTY UNDER ADJACENT NEIGHBORS LAND
ACQUISITION PROGRAM AND AUTHORITY
GRANTED TO RE-ADVERTISE SAME
FOR SALE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith, rejecting bids for purchase of city-owned vacant properties under the Adjacent Neighbors Land Acquisition Program and authorizing the Department of Housing to re-advertise the same for sale.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The individuals listed below did not qualify as adjacent neighbors, under the Adjacent Neighbors Land Acquisition Program; now, therefore,

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

SECTION 1. The City of Chicago hereby rejects the bids listed below to purchase city-owned vacant properties under the "Adjacent Neighbors Land Acquisition Program", which was approved by the City Council of the City of Chicago in an ordinance passed on July 23, 1982 and found on pages 11830--11831 of the Journal of the City Council Proceedings. Said bids on these city-owned vacant properties are as follows:

Bidder: Eladio J. Hernandez
Address: 252 West 43rd Street
Bid Amount: \$50.00

City Real Estate No. 2897
Address: 254 West 43rd Street
Index No. 20-04-222-034

Legal Description

Lot 4 in Resubdivision of Lots 38 to 42 in Block 3 in Superior Court Subdivision of Lot 2 in Superior Court Partition of the South three-eighths of the Northeast quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois and commonly known as: 254 West 43rd Street, Chicago, Illinois.

Bidder: James E. Knebel
Judith A. Knebel
Address: 3247 South Carpenter
Street
Bid Amount: \$5.00

Real Estate No. 891
Address: 3249 South Carpenter Street
Index No. 17-32-217-117

Legal Description

Lot 11 in Wells and Garners Subdivision of Lots 13 to 36 inclusive in Ludwig and Magnus Addition to Chicago in the Northwest quarter of the Northeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in

Cook County, Illinois, commonly known as: 3249 South Carpenter Street, Chicago, Illinois.

Bidder: Sam Bertucci
Address: 3718 South Parnell
Avenue
Bid Amount: \$1.00

Real Estate No. 685
Address: 3720 South Parnell Avenue
Index No. 17-33-317-035

Legal Description

Lot 48 in Subdivision of the Northwest quarter of Block Twenty-seven, in Canal Trustees Subdivision of Section 33, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, commonly known as: 3720 South Parnell Avenue, Chicago, Illinois.

SECTION 2. The City Clerk is authorized to refund the bid checks of the above named bidders.

SECTION 3. The Department of Housing, City Real Estate Section is authorized to re-advertise for sale the above parcels of vacant city-owned property which is no longer necessary, appropriate, required for the use of, profitable to or for the best interest of the City of Chicago.

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

ACCEPTANCE OF BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY AT SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass fourteen proposed ordinances transmitted therewith, to authorize acceptance of bids for purchase of various city-owned vacant property.

On motion of Alderman Banks, each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

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):

664--668 North Carpenter Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of American National Bank, U/T 10268605, P.O. Box 97207, Chicago, Illinois 60678 to purchase for the sum of \$32,990.04, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, pages 40901--40902 described as follows:

Lot 2 in Block 39 (except that part thereof lying Southwesterly 30 feet North of the Southwest corner of said Lot 2 to a point on the South line of said Lot 2 which is 47 feet East of the Southwest corner of said Lot 2) in Ogden's Add'n. to Chicago, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 664--668 North Carpenter Street, Permanent Tax No. 17-08-218-014).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,299.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1421 West Erie Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Barry W. Koller, 6204 West Irving Park Road, Chicago, Illinois 60634 to purchase for the sum of \$6,700.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 27, 1983, pages 884--885 described as follows:

Lot 9 in Block 12 in Birkerdike's Add'n. to Chicago in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1421 West Erie Street, Permanent Tax No. 17-08-117-007).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$670.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

*2300--2308 South Michigan Avenue/31--65
East 23rd Street.*

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

SECTION 1. The City of Chicago hereby accepts the bid of City Chevrolet, Inc., 2301 South Michigan Avenue, Chicago, Illinois 60616 to purchase for the sum of \$116,528.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, pages 38814--38815 described as follows:

That part of Lot 1 in Assessor's Div. of Block 22 in Canal Trustee's Subd. of the W. 1/2 of Sec. 27, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: Commencing at the intersection of the S. line of 23rd Street with W. line of Michigan Avenue, 100 feet; thence W. parallel with the S. line of 23rd Street 179.1 feet more or less to E. line of Alley; thence N. on the E. of said alley 100 feet to S. line of 23rd Street; thence E. along the S. line of 23rd Street 179.1 feet more or less to the point of beginning, in Cook County, Illinois (commonly known as 2300--2308 South Michigan Avenue/31--65 East 23rd Street, Permanent Tax No. 17-27-109-006).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$11,652.80 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

4734--4736 South Michigan Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of John O. Lewis, 4726 South Michigan Avenue, Chicago, Illinois 60615 to purchase for the sum of \$12,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1986, pages 35395--35396 described as follows:

Lot 8 (except the East 17 feet thereof taken for widening of Michigan Avenue) in Block 2 in Anna Price's Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4734--4736 South Michigan Avenue, Permanent Tax No. 20-10-101-024).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,200.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

7709 South Green Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of William W. Davis, 7713 South Green Street, Chicago, Illinois 60620 to purchase for the sum of \$2,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed March 12, 1986, pages 28567--28568 described as follows:

The North 36 feet of Lot 37 in Block 17 in the West Auburn being a Subdivision of Blocks 17 to 20 and 29 to 32 in Subdivision of the Southeast 1/4 of Section 29, Township 38 North, Range 14, East of the Third Principal Meridian (except the North 99 feet thereof) in Cook County, Illinois (commonly known as 7709 South Green Street, Permanent Tax No. 20-29-423-002).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$250.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1856--1858 West Lake Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Ahmad J. Askar, 4342 North Bernard Street, Chicago, Illinois 60618 to purchase for the sum of \$12,200.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, page 18358 described as follows:

Lots 73 and 74 in Hayes, Shelby & Magoffin's Sub. of Block 46 of Canal Trustee Sub. of West one half of the Southeast one quarter of Section 7, Township 39 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1856--1858 West Lake Street, Permanent Tax No. 17-07-413-012).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,220.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

*Southeast Corner Of North Milwaukee Avenue
And West Erie Street.*

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a home rule unit, does hereby authorize and approve the sale of the vacant excess parcel of property described herein, which is owned by the City of Chicago, to Joseph P. Marchette, d/b/a Como Inn, Incorporated, 546 North Milwaukee Avenue, Chicago, Illinois 60622, for the consideration cited herein:

Southeast corner of Milwaukee
Avenue and Erie Street

Amount: \$410,000.00

Description

Beginning at the intersection of the Northeasterly line of North Milwaukee Avenue (70 feet wide) as now occupied with the North line of said Block 33; thence East a distance of 431.74 feet to the Northeast corner of said Block 33, a distance of 60.00 feet; thence East parallel to the North line of said Blocks 33 and 34 a distance of 201.74 feet to a point in the West line of Lot 2 in said Block 34; thence North along the West line of said Lot 2 a distance of 1.99 feet to a point 22.40 feet North of Southwest corner of said Lot 2; thence Southeasterly along a straight line which intersects the East line of said Lot 2 at a point which is 12.00 feet North of the Southeast corner of said Lot 2 a distance 100.19 feet; thence South along a line 17.00 feet West of and parallel with the East line of said Block 34 a distance of 124.98 feet; thence Westerly along a line forming a North to West angle of 84 degrees 11 minutes 53 seconds with the aforementioned parallel line a distance of 281.50 feet; thence Westerly along a line forming an East to North to West angle of 182 degrees 04 minutes 30 seconds with the lot described line a distance of 287.37 feet to a point in the said Northeasterly line of North Milwaukee Avenue a distance of 223.89 feet Southeasterly of the point of beginning; thence Northwesterly along said Northeasterly line of North Milwaukee Avenue a distance of 223.89 feet to the point of beginning. (Permanent Tax Nos. 17-08-235-001, 002, 003, 008, 009, 015 (part), 006 (part), 023, 030, 031, 032 (part), 035, 036, 037, and 040 (part) and 17-08-236- 002, 003, 037 (part), 040, 041, 043 (part), and 044 (part).)

SECTION 2. That the sale of this City of Chicago parcel of vacant property to the Como Inn, Incorporated, is solely for the purpose of expanding and further developing Como Inn, Incorporated. Failure to use this parcel of vacant real property for this express purpose will result in title of said property reverting to the City of Chicago.

SECTION 3. That upon payment to the City of Chicago of the consideration cited herein, the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to Joseph P. Marchette, d/b/a Como Inn, Incorporated.

SECTION 4. This ordinance shall be effective upon its passage.

817 North Milwaukee Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Paul Nadzikewycz, 730 North Prospect, Park Ridge, Illinois 60068 to purchase for the sum of \$23,151.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, page 38815 described as follows:

Lot 8 in Block 8 in Elston Addition to Chicago in the West half of the Southeast quarter of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 817 North Milwaukee Avenue, Permanent Tax No. 17-05-416-008).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,315.10 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

923--927 North Willard Court.

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

SECTION 1. The City of Chicago hereby accepts the bid of American National Bank, U/T 10268605, P.O. Box 97207, Chicago, Illinois 60678 to purchase for the sum of \$47,267.28 the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 23, 1983, pages 3615--3616 described as follows:

Lots 11, 12 and 13 in J. Dinert's Subdivision of the East 1/2 of Block 24 of Canal Trustees' Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 923--927 North Willard Court, Permanent Tax Nos. 17-05-318-011, 012 and 013).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,726.73 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1306 North Cleveland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610 to purchase for the sum of \$8,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, pages 40903--40904 described as follows:

That part of Lot 2 in the Division of Sub, Lots 21, 22 and 23 (except street), of the Assessor's Division of Lots 23 to 27 inclusive and Lot 33 in Butterfield's Addition to Chicago, bounded and described as follows:

Commencing at the most southerly corner of said Lot 2 and running thence North of the East line of said Lot 38 feet hence West on a line parallel with the North line of said lot to the Westerly line of Lot 2; thence Southeasterly along said Westerly line to the place of beginning said Butterfield's Addition to Chicago being a subdivision of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1306 North Cleveland Avenue, Permanent Tax No. 17-04-122-078).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$800.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1318 North Cleveland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610 to purchase for the sum of \$31,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2302 described as follows:

Lot 1 in Owner's Resubdivision of original Lot 33 (except the South 38 feet thereof) in Butterfield's Addition to Chicago in the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1318 North Cleveland Avenue, Permanent Tax No. 17-04-122-073).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,160.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1314 North Cleveland Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois 60610 to purchase for the sum of \$26,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2302 described as follows:

Lot 2 in Owner's Resubdivision of original Lot 33 (except the South 38 feet thereof) in Butterfield's Addition to Chicago in the West 1/2 and the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1314 North Cleveland Avenue, Permanent Tax No. 17-04-122-074).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,600.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1446 North North Park Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Richard E. Zulkey, 200 North LaSalle Street, Suite 2300, Chicago, Illinois 60601 to purchase for the sum of \$45,551.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, page 18352 described as follows:

Lot 52 in Ogden's Subdivision of the West 1/2 of Blocks 120, 125 and all of Lots 123, 124, 127 and 137 in Bronson's Addition to Chicago, in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1446 North North Park Avenue, Permanent Tax No. 17-04-201-022).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$4,555.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

2310 North Lister Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Linda G. B. O'Connell, 2316 North Lister Avenue, Chicago, Illinois 60614 to purchase for the sum of \$7,550.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 30, 1987, page 35394 described as follows:

Lot 17 in Block 2 in Fullerton's Addition to Chicago in Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2310 North Lister Avenue, Permanent Tax No. 14-31-207-108).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$755.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PROPERTY NECESSARY FOR
SOUTHWEST RAPID TRANSIT PROJECT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith,

authorizing the Commissioner of Public Works to negotiate for the acquisition of property located at West 48th Place and South Oakley Avenue (Parcel PR-027A) which is necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

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 by ordinances dated October 1, 1984 (pages 9803 to 9807 of the Council Journal) and April 1, 1987 (pages 40763 to 40871 of the Council Journal) found it necessary and advantageous to acquire such rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Transit Project; and

WHEREAS, Said ordinances further granted to the Commissioner of Public Works the authority to acquire the rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project in accordance with federal and state regulations; and

WHEREAS, Said ordinances described with particularity the property to be acquired by the Commissioner of the Department of Public Works for the construction, operation and maintenance of the Southwest Rapid Transit Project and to ratify the authority vested in the Commissioner of the Department of Public Works to acquire the described rights of way, easements and such other property interests which are necessary for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, It has been determined that it is useful, necessary and advantageous to acquire additional parcels for the construction, operation and maintenance of the Southwest Rapid Transit Project; and

WHEREAS, The General Assembly in Chapter 110, Paragraph 7-103 of the Illinois Revised Statutes has authorized the use of Quick Take Proceedings by the City of Chicago for the purposes set forth in Chapter 24, Paragraph 11-61-1a of the Illinois Municipal Code as now hereafter amended for the extension of rapid transit lines; and

WHEREAS, It is the intent of the City Council to describe with particularity the additional parcel of real property that is useful, necessary and advantageous to the

construction, operation and maintenance of the Southwest Rapid Transit Project; now, therefore,

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

SECTION 1. It is useful, necessary and advantageous and in the public interest to acquire the property legally described herein for the Southwest Transit Project.

SECTION 2. The necessary property to be acquired for the Southwest Transit Project which has been identified as parcel PR-027A is legally described in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. The Commissioner of Public Works is hereby authorized to negotiate with the owners of the above described property to acquire the property for the Southwest Transit Project. In the event a settlement is reached with an owner, the Commissioner is further authorized to acquire the parcel at the agreed price, subject to the approval of the Urban Mass Transportation Administration and the Illinois Department of Transportation and all applicable federal and state regulations.

SECTION 4. In the event the Commissioner is unable to negotiate or agree with the owner of the parcel, or the owner is unable to clear title to the parcel, the Commissioner shall report such facts to the Corporation Counsel and the Corporation Counsel is hereby authorized to institute Eminent Domain proceedings to acquire said parcel in accordance with the laws of the State of Illinois.

SECTION 5. It is further determined that it is necessary to expeditiously acquire the above described property to comply with the Southwest Rapid Transit Right of Way Acquisition Schedule adopted by ordinance dated April 1, 1987 (pages 40763 to 40871 of the Council Journal).

SECTION 6. The Corporation Counsel is hereby authorized and directed to exercise "Quick Take Powers" pursuant to the provisions of Illinois Revised Statutes Chapter 110, Sections 7-103 through 7-112.

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

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

*Exhibit A.**Legal Description**Southwest Transit Project**Parcel PR-027A**West 48th Place And South Oakley Avenue (Rear).*

That Part Of Lots 42 And 43 In Block 1 Of George & Wanner's Boulevard Subdivision Of Block 18 Of Stone & Whitneys Subdivision Of The West 1/2 Of The Southeast 1/4 Of Section 6 And The North 1/2 And West 1/2 Of The Southeast 1/4 Of Section 7, Township 38 North, Range 13 East Of The Third Principal Meridian (Excepting Therefrom The East 17 Feet Of The North 1/2 And The East 50 Feet Of The South 1/2 Of Said Block 18) Described As Follows: Beginning At The Southwest Corner Of Said Lot 42; Thence East Along The South Line Of Said Lots 42 And 43 A Distance Of 38.0 Feet, More Or Less, To A Point On The South Line Of Said Lot 43; Thence North Along A Line That Is Parallel To And 12 Feet, More Or Less, West Of The East Line Of Said Lot 43 A Distance Of 64.0 Feet To A Point; Thence Southwesterly Along A Straight Line A Distance Of 75 Feet, More Or Less, To The Place Of Beginning, All In Cook County, Illinois.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PROPERTY NECESSARY FOR
HEGEWISCH BRANCH LIBRARY.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the acquisition of two parcels of land located at 3044--3046 East 130th Street and 3048--3058 East 130th Street, which are necessary for the proposed Hegewisch Branch Library.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom; Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Chicago Public Library the following described property required for a new library facility at 3044 to 3058 East 130th Street for the Hegewisch Branch Library; payment for the property is to be made from Account 457-83-2055- 0620.

Parcel 1

Lots 16 And 17 In Block 6 Of Ford City Subdivision Number 4, Being A Subdivision Of The Southwest 1/4 Of The Southeast 1/4 Of Section 30, Township 37 North, Range 15 East Of The Third Principal Meridian (Except Railroad Right Of Way And Streets Heretofore Dedicated) In Cook County, Illinois (Commonly Known As 3044 To 3046 East 130th Street).

Parcel 2

Lots 12 To 15 In Block 6 Of Ford City Subdivision Number 4, Being A Subdivision Of The Southwest 1/4 Of The Southeast 1/4 Of Section 30, Township 37 North, Range 15 East Of The Third Principal Meridian (Except Railroad Right Of Way And Streets Heretofore Dedicated) In Cook County, Illinois (Commonly Known As 3048 To 3058 East 130th Street).

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the record holder of title for the purchase of the property described in Section 1 of the ordinance.

In case the Commissioner of Public Works is able to agree with the record holder of title of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the record holder of title of said property upon the purchase price thereof, or in case the record holder of title is incapable of consenting to the sale thereof, or in case the name or residence of said record holder of title is unknown, or is a non-resident of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the city's right of eminent domain, and

said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set forth above.

SECTION 4. This ordinance shall be effective upon its passage.

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO NEGOTIATE
FOR ACQUISITION OF PROPERTY NECESSARY FOR
63RD STREET IMPROVEMENTS.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Commissioner of Public Works to negotiate for the acquisition of land from South Wallace Street to South Stony Island Avenue for the proposed 63rd Street Improvements.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Public Works the following described property required for 63rd Street Improvements, South Wallace Avenue to South Stony Island Avenue.

Parcel 1A

That Part Of The 33 Foot Strip Of Land Lying South Of And Adjoining Lot 46 In Nash, Rankin And Grey's Subdivision Of The South 27 Acres Of The South West 1/4 Of The South West 1/4 Of Section 15, Township 38 North, Range 14 East Of The Third Principal Meridian Lying North Of The South 19 Feet Of Said 33 Foot Strip Of Land Bounded And Described As Follows: Beginning At The Intersection Of The West Line Of The East 50 Feet Of Lot 46 Extended South And The North Line Of The South 19

Feet Of Said 33 Foot Strip Of Land; Thence West Along The North Line Of Said South 19 Feet, A Distance Of 120.33 Feet To The East Line Of South State Street; Thence North Along Said East Line A Distance Of 19.00 Feet; Thence South East Along A Straight Line A Distance Of 120.80 Feet To On The West Line Of The East 50 Feet Of Lot 46 Extended South 0.40 Feet North Of The Point Of Beginning; Thence South Along Said West Line Of The East 50 Feet A Distance Of 0.40 Feet To The Point Of Beginning. Being A Part Of The Property Commonly Known As 6257 South State Street.

Parcel 1B

The South 19.00 Feet Of The 33 Foot Strip Of Land Lying South Of Lot 46 In Nash, Rankin And Grey's Subdivision Of The South 27 Acres Of The South West 1/4 Of The South West 1/4 Of Section 15, Township 38 North, Range 14 East Of The Third Principal Meridian Lying West Of The West Line Of The East 45 Feet Of Lot 46 Feet Extended South And East of the East Line Of South State Street. Being A Part Of The Property Commonly Known As 6259 South State Street.

Parcel 1C

That Part Of The 33 Foot Strip Of Land Lying South Of And Adjoining Lots 45 And 46 In Nash, Rankin And Grey's Subdivision Of The South 27 Acres Of The South West 1/4 Of The South West 1/4 Of Section 15, Township 38 North, Range 14 East Of The Third Principal Meridian Described As Follows: Beginning At The Intersection Of The East Line Of The West 10 Feet Of Lot 45 Extended South And The South Line Of Said 33 Foot Strip Of Land; Thence West Along Said South Line, A Distance of 55 Feet To Its Intersection With The West Line Of The East 45 Feet Of Lot 46 Extended South; Thence North Along Said West Line A Distance Of 19.00 Feet; Thence West Along A Line Parallel To South Line Of Said 33 Foot Strip A Distance Of 5.00 Feet To The West Line Of The East 50 Feet Of Lot 46 Extended South; Thence North Along Said West Line A Distance Of 0.40 Feet; Thence Southeasterly Along A Straight Line A Distance Of 63.06 Feet To The East Line Of The West 10 Feet Of Lot 45 Extended South; Thence South Along Said East Line A Distance 14.21 Feet To The Point Of Beginning. Being A Part Of The Property Commonly Known As 14 East 63rd Street.

Parcel 2

That Part Of The 33 Foot Strip Of Land Lying South Of And Adjoining Lot 45 In Nash, Rankin And Grey's Subdivision Of The South 27 Acres Of The South West 1/4 Of The South West 1/4 Of Section 15, Township 38 North, Range 14 East Of The Third Principal Meridian Described As Follows: Beginning At The Intersection Of The South Line Of Said 33 Foot Strip Of Land And The West Line Of South Wabash Avenue; Thence West Along The South Line Of Said 33 Foot Strip Of Land A Distance

Of 160.33 Feet To Its Intersection With East Line Of The West 10 Feet Of Said Lot 45 Extended South; Thence North Along Said Line A Distance Of 14.21 Feet; Thence Southeasterly Along A Straight Line, A Distance Of 160.96 Feet To The Point Of Beginning. Being A Part Of The Property Commonly Known As 24 East 63rd Street.

Parcel 3

The South 25 Feet Of The East 55 Feet Of The West 165 Feet Of Lot 14 In School Trustee's Subdivision Of Section 16, Township 38 North, Range 14 East Of The Third Principal Meridian. Being A Part Of The Property Commonly Known As 160 West 63rd Street.

Parcel 4

That Part Of Lot 2 In Owner's Resubdivision Of Part Of Lot 1 In Block 2 In Skinner And Judd's Subdivision Of The North East 1/4 Of Section 21, Township 38 North, Range 14 East Of The Third Principal Meridian Beginning At The Intersection Of The Southerly Line Of West 63rd Street, As Widened And A Line 3.70 Feet West Of And Parallel With The East Line Of Lot 2; Thence South Along Said Parallel Line, A Distance Of 19.64 Feet; Thence West Along A Line Drawn Perpendicularly To Said Parallel Line A Distance Of 45.00 Feet; Thence North Parallel To The East Line Of Said Lot 2, A Distance Of 15.23 Feet To The Southerly Line Of West 63rd Street, As Widened; Thence Easterly Along Said Southerly Line Of West 63rd Street To The Point Of Beginning. Being A Part Of The Property Commonly Known As 6339 South Wentworth Avenue.

Parcel 5

That Part Of The Northeasterly 1/4 Of Section 21, Township 38 North, Range 14 East Of The Third Principal Meridian Described As Follows: Beginning At A Point On The South Line Of West 63rd Street, 630 Feet More Or Less West Of The West Line Of South State Street; Thence South Parallel To The West Line Of South State Street, A Distance Of 15 Feet More Or Less; Thence West Parallel To South Line Of West 63rd Street, A Distance Of 35 Feet More Or Less; Thence North Parallel To West Line Of South State Street A Distance Of 15 Feet More Or Less To The South Line Of West 63rd Street; Thence East Along Said South Line To The Point Of Beginning. Being A Part Of The Property Commonly Known As 107 West 63rd Street.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the record holder of title for the purchase of the property described in Section 1 of the ordinance.

In case the Commissioner of Public Works is able to agree with the title holder of record of said property upon the purchase thereof, he is authorized to purchase said property for the agreed price, subject to the approval of the City Council.

SECTION 3. In case of the inability of the Commissioner of Public Works to agree with the title holder of record of said property upon the purchase price thereof, or in case the record holder of title is incapable of consenting to the sale thereof, or in case the name or residence of said title holder of record is unknown, or is a non-resident of the State of Illinois, then the Commissioner of Public Works shall report such facts to the Corporation Counsel. Upon receipt of such report, the Corporation Counsel shall institute and prosecute condemnation proceedings in the name of and in behalf of the City of Chicago for the purpose of acquiring title to said property under the City's right of eminent domain, and said property is hereby declared to be useful, advantageous, desirable and necessary to the City of Chicago for the use set above.

SECTION 4. This ordinance shall be effective upon its passage.

RENEWAL OF LEASE AT 2001 SOUTH MICHIGAN AVENUE
FOR DEPARTMENT OF POLICE (BEAT
REPRESENTATIVE PROGRAM).

The Committee on Land Acquisition, Disposition and Leases 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 Michigan Avenue Associates, as beneficiaries of American National Bank and Trust Company Trust, Trust No. 25456, dated September 8, 1967, for approximately 3,275 square feet on the first floor for use as office space, for use by the Department of Police/Beat Representative Program, as Lessee, in the building located at 2001 South Michigan Avenue, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 9456 of this Journal.]

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

(Continued on page 9457)

LEASE-NO. 12004

Form C. O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____
 A. D. 19 _____, between Michigan Avenue Associates, as Beneficiaries of American National Bank & Trust Co., Trust No. 25456, dated September 1, 1967
 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 3,275 square feet of office space on the first (1st) floor at 2001 South Michigan Avenue, for the Department of Police, Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 1987, and ending on the 31st day of May A. D. 1990. 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 The Habitat Co., 405 N. Wabash, Chicago, IL 60611 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof
Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

For Responsibilities of Lessor and Lessee
See Rider Attached 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:

Approved: _____
 Supervisor of Leasing

Corporation Counsel
 Real Estate

By: _____
 Michigan Avenue Associates, As
 Beneficiaries of American National Bank
 & Trust Co., Trust, Trust No. 25456,
 dated September 8, 1967

By: _____
 Comptroller,

Approved: _____
 Superintendent, Department of Police

(Continued from page 9455)

Rider attached to this ordinance reads as follows:

Rider.

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 Supervisor of Leasing, Real Estate, Comptroller's Office, 320 North Clark Street, Suite 505, 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.

Rental Payment Provisions.

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

One Thousand Nine Hundred Fifty-two Dollars and 08/100 (\$1,952.08) per month for the period beginning on the 1st day of June, 1987 and ending on the 31st day of May, 1988;

Two Thousand Ten Dollars and 64/100 (\$2,010.64) per month for the period beginning on the 1st day of June, 1988, and ending on the 31st day of May, 1989;

Two Thousand Seventy Dollars and 96/100 (\$2,070.96) per month for the period beginning on the 1st day of June, 1989, and ending on the 31st day of May, 1990.

Rent is payable on the 1st day of each calendar month by the Office of the City Comptroller to The Habitat Company, 405 North Wabash Avenue, Chicago, Illinois 60611.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Provide parking for thirty (30) automobiles.

Provide and pay for heat whenever required for comfortable occupancy; maintain plants and equipment in good operable condition.

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

Provide six (6) window air-conditioning units and maintain same.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and pay for electricity as metered.

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

Maintain interior and exterior of building, including 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 liabilities insurance in the amount of \$1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance 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 annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for window washing.

Provide and pay for light bulb replacement.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of any of the covenants, terms and conditions contained herein by 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.

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.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

RENEWAL OF LEASE AT 8516--8542 SOUTH COMMERCIAL
AVENUE FOR DEPARTMENT OF
HUMAN SERVICES.

The Committee on Land Acquisition, Disposition and Leases 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 Steel City National Bank of Chicago, Trust No. 330, dated January 3, 1966, as Lessor, for approximately 16,500 square feet of office space located at 8516--8542 South Commercial Avenue and parking immediately in front of and adjacent to said premises. In addition, approximately 9,375 square feet of fenced parking lot located at 8511 South Commercial Avenue for use by the Department of Human Services, as Lessee; such lease to be approved by the Commissioner of the Department of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 9461 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification 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 Supervisor of Leasing, Real Estate, Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Ten Thousand Sixty-three and 50/100 Dollars (\$10,063.50) per month for the period beginning on the first day of February, 1987 and ending on the 31st day of January, 1989;

Ten Thousand Five Hundred Sixty-six and 66/100 Dollars (\$10,566.66) per month for the period beginning on the first day of February, 1989 and ending on the 31st day of January, 1990;

(Continued on page 9462)

LEASE-Show Form Lease No. 11001

Form C O N. 18

City of Chicago

This Agreement,

Made this..... day of

A. D. 19, between Richard M. Munizzo and Anthony Thomas Munizzo as beneficiaries
under Steel City National Bank of Chicago, Trust No. 330, dated January 3, 1966
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessor,
 and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the
 City of Chicago, County of Cook and State of Illinois, to-wit: approximately 16,500 square feet of office
space for the Department of Human Services located at 8516-42 S. Commercial Ave.
also, parking space immediately in front of and adjacent to said premises. In
addition, approximately 9,375 square feet of fenced parking located at 8511
S. Commercial Avenue.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February
 A. D. 19 87, and ending on the 31st day of January..... A. D. 19 92 Lessee has the right to
 terminate this lease upon ninety (90) days prior written notice. Lessor has the right
to terminate this lease upon 90 days prior written notice after 24 months
from execution of lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at
Richard M. Munizzo, 302 W. 31st Street, Chicago, IL 60616
or at such other place as the Lessor from time
to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider
Attached Hereto and Made a Part Hereof
Provisions See Rider Attached Hereto and Made a Part Hereof.
Assessments for water tax
levied against said premises for all or part of the term of this lease shall be paid by the Lessor

Lessor S. 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 author-
 ized to make such repairs and to deduct the cost thereof from rentals accruing under this lease.

For Responsibilities of Lessor and Lessee
See Rider Attached 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 Les-
 sor, 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, less 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 nec-
 essary, 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
Richard M. Munizzo and Anthony Thomas
Munizzo as beneficiaries under Steel
City National Bank of Chicago, Trust
No. 330, dated January 3, 1966.

Approved: _____
Supervisor of Leasing
Real Estate

By: _____
Richard M. Munizzo

By: _____
Anthony Thomas Munizzo

Approved: _____
Commissioner, Department of Human
Services

By: _____
Comptroller

(Continued from page 9460)

Eleven Thousand Ninety-five and 00/100 Dollars (\$11,095.00) per month for the period beginning on the first day of February, 1990 and ending on the 31st day of January, 1991;

Eleven Thousand Four Hundred Twenty-seven and 83/100 Dollars (\$11,427.83) per month for the period beginning on the first day of February, 1991 and ending on the 31st day of January, 1992.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller, to Richard M. Munizzo, 302 West 31st Street, Chicago, Illinois 60616.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Replace damaged or worn carpet where necessary prior to execution of lease.

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

Provide and pay for central air conditioning whenever required for comfortable occupancy; maintain plant and equipment in good operable condition.

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

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

Provide for parking immediately in front of and in the lot immediately south of said premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind; or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Provide and maintain, at all times, public liability insurance in the amount of \$500,000 combined single limit; with the City of Chicago named as additionally insured and to receive a 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 annual renewal at least thirty (30) days prior to

annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered including electricity for air conditioning.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Have exclusive use of fenced parking lot across the street commonly known as 8511 South Commercial Avenue.

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

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of a substantial 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.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part 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.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

RENEWAL OF LEASE AT 3702 WEST FULLERTON
AVENUE FOR DEPARTMENT OF POLICE
(BEAT REPRESENTATIVE PROGRAM).

The Committee on Land Acquisition, Disposition and Leases 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 Theresa Tedesso Greene as Beneficiary under Wheeling Trust and Savings Bank Trust, Trust No. 78-436, dated October 14, 1978, as Lessor, for approximately 950 square feet of office space on the first (1st) floor at 3702 West Fullerton Avenue for use by the Department of Police, Beat Representative Program, as Lessee, such lease to be approved by the Superintendent of the Department of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 9465 or this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider.

Notification 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

(Continued on page 9466)

LEASE-Short Form Lease No. 12005

Form C O. No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____ between Theresa Tedesso Greene, as Sole Beneficiary under Wheeling Trust and Savings Bank Trust, Trust No. 78-436, dated October 14, 1978 _____, 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 950 square feet of office space on the first (1st) floor at 3702 West Fullerton Avenue for use by the Department of Police Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A. D. 1987, and ending on the 30th day of June A. D. 1990. Lessee has the right to terminate this lease upon thirty (30) days prior written notice to 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 Theresa Tedesso Greene, 1201 N. Bellforte, Oak Park, IL 60302 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof.

~~Provisions See Rider Attached Hereto and Made a Part Hereof.~~ For Rental Payment ~~Provisions See Rider Attached Hereto and Made a Part Hereof.~~ Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

For Responsibilities of Lessor and Lessee

See Rider Attached 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, less 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.

Approved:

Assistant Corporation Counsel

Supervisor of Leasing,

Real Estate ~~6600~~

Approved:

Approved: _____
 Superintendent, Department of Police

By:

Theresa Tedesso Greene, as Sole Beneficiary
 Under Wheeling Trust and Savings Bank Trust,
 Trust No. 78-436, dated October 14, 1978.

By:

Comptroller.

(Continued from page 9464)

thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Supervisor of Leasing, Real Estate, Comptroller's Office, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, 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.

Rental Payment Provisions.

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

Three Hundred Twenty-eight and no/100 Dollars (\$328.00) per month for the period beginning on the 1st day of July, 1987 and ending on the 30th day of June, 1988;

Three Hundred Forty and no/100 Dollars (\$340.00) per month for the period beginning on the 1st day of July, 1988 and ending on the 30th day of June, 1989;

Three Hundred Fifty-four and no/100 Dollars (\$354.00) per month for the period beginning on the 1st day of July, 1989 and ending on the 30th day of June, 1990.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Paint demised premises within twelve months of execution of lease.

Provide air-conditioning unit and maintain said air-conditioning unit in good operable condition.

Provide and pay for heat when necessary for comfortable occupation of premises and maintain heating plant in good operable condition.

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

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

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

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all real estate taxes and other tax 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 combined single limit; with the City of Chicago as additionally insured and to receive a certificate of insurance for said insurance 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 annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Provide and pay for electricity as metered on said premises, including electricity for air-conditioning.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide and pay for nightly custodial service with said service to include emptying of waste baskets, dust-mopping of tile floor, vacuuming of carpeted areas and sweeping of public stairwells.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of substantial breach of any 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 on 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.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part 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.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

EXECUTION OF LEASE AGREEMENT WITH MERCURY
SIGHTSEEING BOATS, INCORPORATED FOR
DOCK SPACE ON CHICAGO RIVER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with Mercury Sightseeing Boats, Incorporated for dock space on the south bank of the Chicago River, immediately adjacent to and west of the North Michigan Avenue bridge.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing at Chicago River under the jurisdiction of the Department of Public Works, subject to approval of the City Comptroller and the City Council; and

WHEREAS, The Department of Public Works has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said lease and the recommendation of the Department of Public Works; now, therefore,

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

SECTION 1. The lease between the City of Chicago and Mercury Sightseeing Boats, Inc. which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement.

Chicago River Boats.

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Mercury Sightseeing Boats, Inc. a corporation organized and existing by virtue of the laws of the State of Illinois (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at the Chicago River, South Bank, immediately adjacent to and west of the North Michigan Avenue Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This Agreement shall consist of two parts:

Part I -- General Conditions:

Part II -- Special Conditions numbered 1 to 7.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I -- General Conditions.

Article I.

This Agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Chicago River concrete docks, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Chicago River concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Chicago River concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor 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. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Chicago River dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, 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 in that event, each and every

obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in anywise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee 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.

Lessee 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 Public Works (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, 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.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of 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 Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, public liability, products liability, property damage, fire and extended coverage, worker's compensation, scaffolding acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto, shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not 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 Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor 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 Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee to continue operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner of Public Works, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of Public Works.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate; and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee 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 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 ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee 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 Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

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 XI.

Lessee shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all

agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 C.F.R., 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Acts 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. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

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

Article XIV.

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as

amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

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 XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Robert L. Agra
922 South Valley Lane
Palatine, Illinois 60067-7159

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

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.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

1. Premises

A) Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 200 lineal feet of concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and west of the North Michigan Avenue Bridge.

B) Storage Area

Lessee shall have the exclusive use of approximately 1,500 square feet of storage room space located under main staircase.

C) Additional Area

Lessee shall have the exclusive use of approximately 395 square feet of a recessed cinder block ticket booth located on demised premises.

Lessee shall have non-exclusive use of dock area and Michigan Avenue stairs.

2. Purpose

Lessee shall use the premises to operate a sightseeing business which consists of the Mercury and Skyline Queen vessels and for no other purpose whatsoever.

3. Term

The term of this agreement shall begin on January 1, 1986 and terminate December 31, 1989.

4. Cancellation

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

5. Rental

A) Dock Area

January 1, 1986 thru December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twenty Thousand and no/100 Dollars (\$20,000.00) at the rate of One Hundred and no/100 Dollars (\$100.00) per lineal foot, payable by execution of lease.

Gross Sales

Lessee agrees to pay Lessor one percent (1%) of its 1986 gross sales as follows:

1. Twenty-five percent (25%) payable upon execution of lease.
2. Balance on or before 1st day of December, 1987.

January 1, 1987 thru December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twenty Thousand and no/100 Dollars (\$20,000.00) at the rate of One Hundred and no/100 Dollars (\$100.00) per lineal foot, payable by execution of lease.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1987 gross sales as follows:

1. Twenty-five percent (25%) payable by execution of lease. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1987.

January 1, 1988 thru December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twenty-one Thousand Four Hundred and no/100 Dollars (\$21,400.00) at the rate of One Hundred Seven and no/100 Dollars (\$107.00) per lineal foot, payable by April 1, 1988.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1988 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of 1988. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1988.

January 1, 1989 thru December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twenty-three Thousand and no/100 Dollars (\$23,000.00) at the rate of One Hundred and Fifteen and no/100 Dollars (\$115.00) per lineal foot, payable by April 1, 1989.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1989 (Based on previous years gross sales.)
2. Balance on or before 1st day of December, 1989.

B) Storage Area

1988--1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rent of One Thousand Five Hundred and no/100 Dollars (\$1,500.00) at the rate of One Dollar and no/100 cents per square foot, payable by April 1st of each year.

- C) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

6. Operations

- A) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B) Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
 - 1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board, and
 - 2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner, and
 - 3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C) Lessee shall advise the Commissioner of Public Works in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this Agreement.

- F) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
- G) The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- H) Lessee will provide and pay for electrical service and telephone installation.
- I) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- J) Garbage Provisions:
 - 1) All dumpsters for Mercury Sightseeing Boats, Inc. will be consolidated beneath the staircase in order to not interfere with public pedestrian traffic coming through the wharf area.
 - 2) Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.
 - 3) The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of Public Works.
 - 4) Lessee shall provide its own scavenger service.
- K) Lessee has the authority to install additional lighting. Additional lighting has to be approved by Department of Public Works prior to installation.
- L) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

7. Records

Lessee shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location with the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH WENDELLA
SIGHTSEEING CORPORATION FOR DOCK
SPACE ON CHICAGO RIVER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with the Wendella Sightseeing Corporation for dock space on the north bank of the Chicago River, immediately adjacent to and west of the North Michigan Avenue Bridge.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing at Chicago River under the jurisdiction of the

Department of Public Works, subject to approval of the City Comptroller and the City Council; and

WHEREAS, The Department of Public Works has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said lease and the recommendation of the Department of Public Works; now, therefore,

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

SECTION 1. The lease between the City of Chicago and Wendella Sightseeing Corporation which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement.

Chicago River Boats.

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois (hereinafter called "Lessor") and Wendella Sightseeing Corporation, a corporation organized and existing by virtue of the laws of the State of Illinois (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at the Chicago River, North Bank, immediately adjacent to the west of the North Michigan Avenue Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This Agreement shall consist of two parts:

Part I -- General Conditions;

Part II -- Special Conditions numbered 1 to 7.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I -- General Conditions.

Article I.

This Agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Chicago River concrete docks, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Chicago River concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Chicago River concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fits, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor, 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. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at the Chicago River dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, 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 in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in anywise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee 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.

Lessee 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 Public Works (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, 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.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of 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 Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not 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 Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor 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 Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee to continue operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner of Public Works, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of Public Works.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee 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 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 ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee 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 Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

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 XI.

Lessee shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all

agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Chicago River premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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 Acts 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. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1977, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

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

Article XIV.

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as

amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

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 XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Robert H. Borgstrom
2711 West Gregory Street
Chicago, Illinois 60625

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

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.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

1. Premises

A) Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock and wharf area on the North Bank of the Chicago River immediately adjacent to and west of the North Michigan Avenue Bridge and approximately 60 lineal feet of concrete dock and wharf area on the North Bank of the Chicago River at the foot of North Rush Street.

B) Storage Area

Lessee shall have the non-exclusive use of approximately 1,100 square feet of storage room under main staircase.

C) Additional Area

Lessee shall have non-exclusive use of dock area and Michigan Avenue stairs.

2. Purpose

Lessee shall use the premises to operate a sightseeing business which consists of the Wendella and Sunliner Vessels and for no other purpose whatsoever.

3. Term

The term of this agreement shall begin on January 1, 1986 and terminate December 31, 1989.

4. Cancellation

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

5. Rental

A) Dock Area--Michigan Avenue

January 1, 1986 thru December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Fourteen Thousand and no/100 Dollars (\$14,000.00) at the rate of One Hundred and no/100 Dollars (\$100.00) per lineal foot, payable by execution of lease.

Gross Sales

Lessee agrees to pay Lessor one percent (1%) of its 1986 gross sales as follows:

1. Twenty-five percent (25%) payable upon execution of lease.
2. Balance on or before 1st day of December, 1987.

January 1, 1987 thru December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Fourteen Thousand and no/100 Dollars (\$14,000.00) at the rate of One Hundred and no/100 Dollars (\$100.00) per lineal foot, payable by execution of lease.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1987 gross sales as follows:

1. Twenty-five percent (25%) payable by execution of lease. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1987.

January 1, 1988 thru December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Fourteen Thousand Nine Hundred Eighty Dollars (\$14,980.00) at the rate of One Hundred Seven and no/100 Dollars (\$107.00) per lineal foot, payable by April 1, 1988.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1988 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of 1988. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1988.

January 1, 1989 thru December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Sixteen Thousand One Hundred and no/100 Dollars (\$16,100.00) at the rate of One Hundred and Fifteen and no/100 Dollars (\$115.00) per lineal foot, payable by April 1, 1989.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1989 (Based on previous years gross sales.)
2. Balance on or before 1st day of December, 1989.

B) Storage Area

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rent of One Thousand One Hundred and no/100 Dollars (\$1,100.00) at the rate of One Dollar and no/100 (\$1.00) per square foot, payable by April 1st of each year.

C) Dock Area -- Rush Street

Rush Street Dock is to be used for stand by only; no passenger loading or unloading is to be done at this location.

January 1, 1986 thru December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Three Thousand and no/100 Dollars

(\$3,000.00) at the rate of Fifty and no/100 Dollars (\$50.00) per lineal foot, payable by execution of lease.

January 1, 1988 thru December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Three Thousand Two Hundred and Forty and no/100 Dollars (\$3,240.00) at the rate of Fifty-four and no/100 Dollars (\$54.00) per lineal foot, payable by April 1, 1988.

January 1, 1989 thru December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Three Thousand Four Hundred Eighty and no/100 Dollars (\$3,480.00) at the rate of Fifty-eight and no/100 Dollars (\$58.00) per lineal foot, payable April 1, 1989.

- D) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

6. Operations

- A) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B) Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and
 2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner; and

3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- C) Lessee shall advise the Commissioner of Public Works in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this Agreement.
- F) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
- G) The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- H) Lessee will provide and pay for electrical service and telephone installation.
- I) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- J) Garbage Provisions:
 - 1) All dumpsters for Wendella Sightseeing Corporation will be consolidated on lower Michigan Avenue on wall side of stairs in order to not interfere with public pedestrian traffic coming through the wharf area.
 - 2) Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpsters

will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Lessee is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.

- 3) The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of Public Works.
- 4) Lessee shall provide its own scavenger service.
- K) Lessee has the authority to install additional lighting. Additional lighting has to be approved by Department of Public Works prior to installation.
- L) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- M) During the boating season the Lessee has authority to place a printed billboard measuring approximately 5'x 6' at the top of the stairs on upper Michigan Avenue.

7. Records

Lessee Shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP,
INCORPORATED FOR PREMISES AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with Lakeside Group, Incorporated, doing business as Chicago International Antique Show, for the entire east end and midway located on Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schalter, Osterman, Orr -- 41.

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 a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Lakeside Group, Inc., doing business as Chicago International Antique Show, as Lessee, for the entire east end and midway located on Navy Pier, to be used solely for the purpose of sponsoring an antique show; such lease to be approved by the Commissioner of the Department of Public Works and the Commissioner of Economic Development and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

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

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement For Navy Pier.

This Lease Agreement is made and entered into as of the _____ day of _____, 19____, by and between the City of Chicago, a municipal corporation, (hereinafter referred to as "Lessor") and the Lakeside Group, Inc., d/b/a Chicago International Antique Show, (hereinafter referred to as "Lessee").

Witnesseth:

That Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of the Lessee, does hereby grant to Lessee for its sole and exclusive use, the privileges hereinafter described on premises at Navy Pier, such premises to be specifically defined in Part 2, attached hereto and incorporated by reference, foot of Grand Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1 -- General Conditions;

Part 2 -- Special conditions, numbered 1 to 8, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

Part I -- General Conditions.

Article I.

This Agreement Is Subject and Subordinate to any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or maybe required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation, or maintenance of said Pier.

Lessor reserves the right to further develop, improve, maintain, modify and repair Pier, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest

in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

In the event any right or privilege hereunder is granted to more than one individual or other legal entity (or any combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or legal entity.

Article III.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationships of partners or joint venturers between the Lessor and Lessee, or as constituting the Lessee or any officer, owner, employee or agent of Lessee as agent, representative or employee of the Lessor for any purpose or in any manner whatsoever.

Article IV.

Lessee has examined the premises prior to, and as a condition precedent to the execution of this lease agreement, and is satisfied with the physical condition of the premises and the suitability of the premises for Lessee's intended use and accepts the premises in the condition they are in at the beginning of this lease. Lessee further acknowledges that Lessor has made no representations regarding the condition of the premises and, to the extent permitted by law, expressly waives any rights or claims against Lessor for any loss, cost, damage or expense arising out of the condition of the premises or their suitability for Lessee's intended use. Lessee agrees to pay Lessor immediately upon demand, the sum or sums necessary to correct or repair any damage to the premises or any part thereof, or any damage to any building or any part thereof, caused by any act or neglect of Lessee, or of any person or persons in the employ or under the control of the Lessee or any agents, guests or invitees of Lessee.

Lessee, at its own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair, and shall restore and yield the premises back to Lessor upon the termination of this agreement in good condition and repair, ordinary wear and tear excepted.

Article V.

Lessee 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 prior consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials,

antennae, improvements or fixtures, whether structural or non-structural. In connection with any request to alter the premises, Commissioner may require submission of proposed designs, floor plans, construction plans, specifications, bonds, assurances and contract documents therefor and if approved may require that such alterations incorporate all or part of any such alterations within this agreement as attachments thereto.

Article VI.

Lessee agrees to occupy the premises in a safe and careful manner and in compliance with all laws, ordinances, rules, regulations and orders of any governmental bodies and all agencies thereof having jurisdiction over the premises, and Lessee shall observe and comply with all regulations which may be applicable to its operation or to the operation, management, maintenance or administration of the Pier, now in effect or hereafter promulgated.

Article VII.

Except for claims arising out of the acts caused by the affirmative negligence of the Lessor or its representatives, Lessee hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages both real and alleged, for injury to persons or property, and arising out of or in connection with the use or misuse of said premises. Lessee agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the Lessee and property damage insurance in amounts satisfactory to the Lessor. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, Lessee agrees to include the Lessor and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to Lessor duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this lease.

In the event, Lessee shall not exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Article VIII.

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the

premises, but shall not be obligated to do so. If the premises are not rendered tenantable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Article X.

Lessee shall keep the leased premises free from any and all liens arising out of any work performed, materials furnished or obligations incurred by or for Lessee, and agrees to bond against or discharge any mechanic's or materialmen's lien within ten (10) days after written request therefore by Lessor.

Article XI.

Lessee hereby agrees that, to the extent permitted by law, 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 of 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.

Article XII.

Lessor shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises

unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

Article XIII.

To secure the faithful performance by Lessee of the covenants, conditions and agreements set forth in this lease to be performed by it, Lessee shall deposit the sum of \$500.00 (or alternative amount specified in Special Conditions of this lease) with Lessor upon reserving the premises for a date certain. Said deposit will be non-refundable unless Lessor terminates this lease prior to the planned event or date specified in Special Conditions of this lease. The deposit shall be applied to and be used as payment toward the total amount due.

Article XIV.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XV.

It is understood and agreed between the parties hereto that time is of the essence of this lease and this applies to all terms and conditions contained herein.

Article XVI.

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 XVII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XVIII.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XIX.

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.

Article XX.

The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the rules and regulations printed upon this lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by the Lessor, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said lease, or any of said rules and regulations now in existence, or which may be hereafter prescribed by the Lessor, shall at the option of the Lessor, work a forfeiture of this lease, and all of the rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or otherwise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms of this lease, or of said rules and regulations, now in existence, or which may hereafter be made, said Lessor, his agent or attorneys, may immediately re-enter said premises and dispossess Lessee without legal notice or the institution of any legal proceedings whatsoever. All rights and remedies of Lessor herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Article XXI.

Lessee, in performing under this Lease Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, national origin or physical or mental handicap, nor otherwise commit an unfair employment practice. Lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee 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 Lease Agreement.

The breach of any of the above nondiscrimination covenants shall constitute cause for the City of Chicago to terminate this Lease Agreement.

Article XXII.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of this agreement.

Article XXIII.

Notice to Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at The Lakeside Group, c/o Tom Blackman, 600 North McClurg Court, Suite 3403, Chicago, Illinois 60611.

Article XXIV.

No helium balloons permitted on subject premises.

Article XXV.

The obligations of Lessee contained in Articles IV and VII shall survive the expiration or sooner termination of this Lease.

Part II -- Special Conditions.

1. Premises

Lessor does hereby grant to Lessee the following area of Navy Pier:

Auditorium/Recreation Buildings
Terrace Promenade
Shelter Building
Terminal Building
Midway

2. Purpose

- A) Auditorium/Recreation Buildings/Terrace Promenade/Shelter Building/
Terminal Building

Lessee shall use the premises for the purpose of sponsoring The Chicago International Antique Show for approximately 10,000 persons daily.

- B) Midway

Lessee shall use the Midway for the purpose of a cab drop off and for exhibitor parking only (50 cars). On opening night, October 15, 1987 Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

3. Term

The term of this Agreement shall begin on the 5th day of October, 1987 at 8:00 A.M. and shall terminate on the 23rd day of October, 1987 at 5:00 P.M.

- A) Set-Up Time

Lessee shall be allowed to use the demised premises for set-up time beginning on the 5th day of October, 1987 at 8:00 A.M. in the Terminal and Auditorium Balcony and on the 10th day of October, 1987 in the Auditorium and Recreation Buildings and shall terminate on the 15th day of October, 1987 at 5:29 P.M.

- B) Antique Show

Antique show will begin on the 15th day of October, 1987 at 5:30 P.M. and shall terminate on the 18th day of October, 1987 at 6:00 P.M.

October 15th	Opening Night 5:30 P.M.--10:30 P.M. Antiquarian and the Old Masters Society of Art Institute of Chicago
October 16th	12:00 P.M.--8:00 P.M.
October 17th	12:00 P.M.--8:00 P.M.

October 18th

12:00 P.M.--6:00 P.M.

The Antique Show closes.

Breakdown begins.

C) Breakdown Time

Lessee shall be allowed breakdown time commencing on the 18th day of October, 1987 and such breakdown time shall terminate on the 22nd day of October, 1987 at 5:00 P.M. for the Auditorium and Recreation Buildings and shall terminate on the 23rd day of October, 1987 at 5:00 P.M. for the Terminal and Shelter Buildings.

4. Rental Rates/Operating Costs

A) Lessee shall pay rent for said premises during the period of this lease at the following rates that have been authorized by the First Deputy Commissioner of Economic Development.

1) Terminal Building (October 5, 1987 thru October 23, 1987)

\$.50 net square foot per 12 day period

\$250.00 per day for additional set-up and/or breakdown.

2,480 net square feet x \$.50 = \$1,240.00

7 additional set-up/breakdown
days x \$250.00 = \$1,750.00

Total Days = 19

Total Rental for Terminal Building = \$2,990.00

2) Shelter Building (October 5, 1987 thru October 23, 1987)

\$.50 net square foot per 12 day period.

\$500.00 per day for additional set-up and/or breakdown.

7,440 net square feet x \$.50 = \$3,720.00

7 additional set-up/breakdown
days x \$500.00 = \$3,500.00

Total Days = 19

Total Rental from Shelter Building = \$7,220.00

3) Recreation Building (October 5, 1987 thru October 22, 1987)

\$.50 net square foot for 12 day period.

\$250.00 per day for additional set-up and/or breakdown.

2,160 net square feet x \$.50 = \$1,080.00

6 days x \$250.00 = \$1,500.00

Total Days = 18

Total Rental from Recreation Building = \$2,580.00

4) Auditorium (October 5, 1987 thru October 22, 1987)

\$1.50 net square foot for 12 day period.

\$275.00 per weekday for additional set-up/breakdown.

\$1,000.00 per weekend day for additional set-up/breakdown.

3,360 n.s.f. x \$1.50 = \$ 5,040.00

4 days x \$275.00 = \$ 1,100.00

2 days x \$1,000.00 = \$ 2,000.00

Total Days = 18

Total Rental for Auditorium Balcony = \$8,140.00

5) Main Floor Of Auditorium (October 10, 1987 thru October 22, 1987)

\$1.50 per n.s.f. per 12 day period.

\$550.00 per weekday for additional set-up/breakdown.

\$2,250.00 per weekend for set-up/breakdown.

7,080 n.s.f. x \$1.50 = \$10,620.00

Total 13 days on main floor = \$10,620.00

6) Midway N/C

Total Rental for Navy Pier = \$31,850.00

B) Estimated Operating Costs

Utility Expenses

Electricity

Electrical meters will be read by
the Department of Public Works on
the following dates:

Terminal/Recreation/Shelter Buildings--October 5, 1987
Auditorium Main Floor--October 10, 1987

Final readings will be made by the
Department of Public Works after
verification that Lessee has
vacated premises

Electricity Deposit =

\$7,200.00

C) Support Personnel

1. Operating Engineer (D.P.W.) Rates:

\$19.51 Regular Rates
\$29.10 Over Time
\$39.02 Double Time

Operating Engineer Deposit

\$2,100.00

An Assistant Chief Operating Engineer from the Department of Public Works and/or Operating Engineer Group A from the Department of Public Works must be at Navy Pier at all times during the Antique Show (October 15 thru October 18th).

2. Two Electricians (D.D.S.)

Electrician Rates:

\$25.00 Regular
Time
\$37.50 Over Time
\$50.00 Double
Time

3. Electricians Deposit

\$1,800.00

4. Gas Deposit

\$1,000.00

5. Clean-Up/Repair/Breakdown/Operating Cost/Deposit

Deposit of Five Thousand and no/100 (\$5,000.00)

6. Summary of Rental Charges

Terminal Building

\$2,990

Shelter Building

7,220

Recreation Building

2,880

Auditorium Balcony

8,140

Main Floor

10,620

Midway

N/C
\$31,850

7. Summary of Estimates for Operating Costs

Electricity Deposit	\$7,200.00
Gas Deposit	\$1,000.00
Operating Engineer Deposit	\$2,100.00
Electricians Deposit	\$1,800.00
Clean-up/Repair/Breakdown Deposit:	<u>\$5,000.00</u>

8. Total Deposits for Estimated
Operating Costs shall be paid
prior to opening night. \$14,900.00

9. Rent Payment will be paid as follows:
\$20,160.00 payable by opening night

5. Breakdown Penalty

A) East End Complex

In the event that Lessee has not vacated Auditorium and Recreation Buildings by 22nd day of October, 1987, at 5:00 P.M. Lessor will deduct \$4,200.00 per day from deposit until East End Complex is vacated. If Terminal and Shelter Buildings are not vacated by 5:00 P.M. on the 23rd day of October, 1987, Lessor will deduct \$2,500.00 per day from deposit until Terminal and Shelter Buildings are vacated.

B) In the event that Lessee exhausts its entire clean- up/repair/breakdown deposit, Lessee will have ten (10) days upon receipt of written notice from Lessor to pay any breakdown penalty fees that are outstanding. If penalty fees are not received by Lessor within specified ten (10) day period at Lessor's option and upon written notice to Lessee this lease and future option dates are null and void.

6. Condition Of Pier

Lakeside must accept the Pier in its existing condition. There will be no credit given to Lakeside for repairs made prior to or during the down, unless approved by the Manager of Navy Pier and the Commissioner of the Department of Public Works.

7. Option

A) Future Dates

If Pier is available for rental purposes and Lessee agrees to rental terms and conditions of proposed lease, that are given to Lessee by May 15th of each year.

Lessee shall have the option to reserve the demised premises for the purpose of holding a similar event (Antique Show) on the following dates:

October 13--16, 1988

October 12--15, 1989

October 11--14, 1990

October 10--13, 1991

B) Notification Provision

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage pre-paid addressed to the Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and to the Manager of Navy Pier, Department of Economic Development, 20 North Clark Street, 28th Floor, Chicago, Illinois 60602, or at such other place as the Lessor from time to time 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.

Lessor must receive written request on or before January 10th, of each year that the Lessee intends to exercise its option.

Written confirmation must include the following:

- description of the desired facilities
- set-up and breakdown schedule
- attendance projections
- deposit equivalent to 20% of the current year's lease.

If Lessee decides not to proceed with these shows on the above dates it must notify the Manager of Navy Pier and Supervisor of Leasing in writing six (6) months in advance.

In addition, if six (6) month reservation cancellation is received after advance notice at Lessor's option and upon written notice to Lessee this lease will be considered null and void.

C) Rental Rates

The City of Chicago will provide Lessee with the terms and conditions for each Antique Show by September 1st of the year preceding the show. Lessee's deposit will represent acceptance of these rates.

The 1986 rate of Thirty Thousand and no/100 Dollars (\$30,000.00) will serve as base rate of future option dates. This base rate represents the rate for a five (5) day event including opening night and represents use of the East End Complex.

Future rates will be adjusted to reflect any changes in the City of Chicago Navy Pier rates. In addition, rates will also reflect the size of the show, use of Pier facilities, length of show, and attendance.

D) Cancellation Clause

Lessor has the right to terminate this lease in whole or for any specific event upon providing the Lessee with ninety (90) days prior written notice before the event.

The City of Chicago will not be liable for any damages sustained by the Lessee if the City of Chicago exercises its right to terminate.

E) Set-Up Time And Breakdown Time

Option dates specified in Section 7, paragraph (A) of this lease do not include set-up and breakdown time. Combined set-up and breakdown times of entire show, including show dates will not exceed nineteen (19) days for occupancy of East End and ten (10) days in the Auditorium. The Lessee will make every effort to minimize the use of the Pier for such purposes, and make every effort to limit their use of the Auditorium to one weekend during the entire period of the show.

F) Combined Use

Lessee acknowledges that the City of Chicago has the right to book other events in the unused Pier facilities during the Antique Show. It will be the City of Chicago's decision if the proposed activities do not conflict with the planned Antique Show.

G) Payment of rent shall be certified check made payable to the City of Chicago and together with a Certificate of Insurance in the minimum of \$1,000,000 per accident, \$150,000.00 per person Liability Insurance naming the City of Chicago and Public Building Commission as additional insurers and shall be mailed to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

8. Operations

- A. If said premises or any portion of said building thereof including any and all utilities shall be damaged by the act, default or negligence of the Lessee, or of Lessees agents, employees, patrons, guests or any person admitted to said premises by Lessee, Lessor shall use clean-up/repair/late deposit to restore said premises to their present condition. However, if deposit is not sufficient to restore said premises, Lessee under demand will pay sum necessary to complete restoration.

Lessee agrees to have on hand at all times, at its own expense, such security force as is deemed necessary by the Commissioner to maintain order and to protect persons and property.

- B. Unless consent in writing from the Commissioner of Public Works is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purpose, or any other agent other than electricity for illuminating the demised premises.
- C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweeping, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chairs or moveable sets to be or remain in the passageways at any time.
- D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any time to Navy Pier, or that of his authorized representative shall be final.
- E. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibitions or entertainment given or held in the demised premises, and

Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.

- F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the First Deputy Commissioner of Public Works, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.
- G. Lakeside must pay costs of any necessary City personnel that are not normally assigned to Navy Pier and any that must work beyond normal working hours. This will include but is not limited to electricians, sound technicians and operating engineers.
- H. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- I. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- J. Lessee shall provide at its own expense all ushers, crowd director, and any security service required by the Commissioner of Public Works and Mayor's Office of Special Events.
- K. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner of Public Works.
- L. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said event.
- M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- N. Lessee shall pay for heat, utilities and normal custodial services where the City provides for additional services, the Lessee shall be billed separately for these.
- O. Lessee acknowledges that not more than 10,000 persons will be allowed in Auditorium and Recreation Buildings and Sheds at any one time during term of lease.
- P. Lessee will comply with all City sales tax and City Amusement tax requirements.
- Q. Lessee must take East End in existing condition. A walk through with City Staff must occur before Lessee assumes occupancy and immediately following breakdown.

R. Lessee must comply with City of Chicago's Rules and Regulations of Navy Pier.

In Witness Whereof, the parties hereto have caused this instrument to be signed in duplicates under their respective seals on the day and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH HOLIDAY CRUISES VI,
INCORPORATED FOR PREMISES AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with Holiday Cruises VI, Incorporated (The Spirit) for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing at Navy Pier under the jurisdiction of the Department of Public Works, subject to approval of the City Comptroller and the City Council; and

WHEREAS, The Department of Public Works has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This Body has duly reviewed said lease and the recommendation of the Department of Public Works; now, therefore,

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

SECTION 1. The lease between the City of Chicago and the Holiday Cruises VI, Inc. (The Spirit) which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement.

Navy Pier Boats.

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Lessor") and Holiday Cruises VI, Inc. (The Spirit) a corporation organized and existing by virtue of the laws of the State of Virginia (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee the quiet, peaceable and secure use and enjoyment only by Lessee, the privileges hereinafter described on premises at Navy Pier, Streeter and Grand Avenues, Chicago, Illinois, hereinafter called "Navy Pier".

This Agreement shall consist of two parts:

Part I -- General Conditions;

Part II -- Special Conditions, numbered 1 to 7.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I -- General Conditions.

Article I.

This Agreement shall be subject and subordinate to:

(a) Any existing or future federal/state statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of Navy Pier, the execution of which has been or may be required as a condition precedent to the expenditure of federal, state or other public funds for the development, construction, operation or maintenance of the Navy Pier concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fits, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor 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. Lessee further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Navy Pier dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, 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 in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor may, at its option, declare such change a breach of this agreement, except that the public issue of any securities including voting shares by Lessee shall not be deemed a change of control.

It is mutually understood and agreed that nothing contained in this agreement is intended, or shall be construed, as in anywise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee 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.

Lessee 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 Public Works (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, 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.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor, shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee. It is understood that Lessee shall not be responsible for repairing pre-existing defects or repairs/defects that are not visible from above water.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago. Notwithstanding the foregoing it is understood that the stipulated rental to be paid hereunder will be credited accordingly if the Lessee is required to pay the City of Chicago Boat Mooring Tax during the term of this lease.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised

premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of 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 Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities. However, the Lessor will make every effort to maintain and operate the demised premises during the term of this lease in the condition that existed at execution of this lease.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto, shall name the City of Chicago and Public Building Commission as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not commence to exercise any of the rights and privileges under this agreement until such time as all insurance directed and required to be furnished by Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or

rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor 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 Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate. However, if Lessor does not give notice of termination, Lessee's obligation to pay rent shall abate during the existence of any damage or other casualty which renders the demised premises unsuitable for Lessee to continue operation of business. In the event the demised premises are rendered only partially unsuitable for Lessee's operation rent abatement shall be prorated. Prorated rental shall be determined by Lessor.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner of Public Works, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of Public Works.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said

premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee 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 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 ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee 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 Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

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 XI.

Lessee shall observe and comply with all laws, ordinance, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Navy Pier premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

Lessee, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public in violation of any applicable local ordinance, state or federal law, regulation or executive order prohibiting discrimination because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Lessee 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. Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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 Acts 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. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

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

Article XIV.

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

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 XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Holiday Cruises VI, Inc.
501 Front Street
Norfolk, Virginia 23510

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

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.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or manner referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

1. Premises

A) Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 250 lineal feet of concrete dock and wharf area on the South dock of Navy Pier from Frame 18 to Frame 30.

B) Storage Area

Lessee shall not have storage facilities in shed area of Navy Pier.

C) Additional Area

Lessee shall not have the use of any additional area on the south side of the Pier.

Lessee shall have non-exclusive use of South Dock fenced entrance way.

2. Purpose

Lessee shall use the premises to operate The Spirit Cruise Dining Vessel and for no other purpose whatsoever.

3. Term

The term of this agreement shall begin on January 1, 1988 and terminate December 31, 1991.

4. Cancellation

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

5. Rental

Dock Area

January 1, 1988 thru December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Twelve Thousand Five Hundred and no/100 Dollars (\$12,500.00) at the rate of Fifty and no/100 Dollars (\$50.00) per lineal foot, payable by April 1, 1988.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1988 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1988 (based on Two Million Dollars of gross sales).
2. Balance on or before 1st day of December, 1988.

January 1, 1989 thru December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Thirteen Thousand Five Hundred and no/100 Dollars (\$13,500.00) at the rate of Fifty-four and no/100 Dollars (\$54.00) per lineal foot, payable by April 1, 1989.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, of 1989 (based on previous years gross sales).
2. Balance on or before 1st day of December, 1989.

January 1, 1990 thru December 31, 1991

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Fourteen Thousand Five Hundred and no/100 Dollars (\$14,500.00) at the rate of Fifty-eight and no/100 Dollars (\$58.00) per lineal foot, payable by April 1, 1990 and 1991.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1990 and 1991 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1st of each year (based on previous years gross sales.)
2. Balance on or before 1st day of December of each year.

Storage Area

Lessee will not have storage facilities in shed area.

Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

6. Operations

- A) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- B) Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
 1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board, and
 2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner, and
 3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.

- C) Lessee shall advise the Commissioner of Public Works in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- D) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- E) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this Agreement.
- F) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
- G) The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- H) Lessor will provide and pay for sewer and domestic water installation/hook-up.
- I) Lessee will provide and pay for electrical service and telephone installation.
- J) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- K) Garbage Provisions:
 - 1) All dumpsters for The Spirit will be consolidated beneath the South Shed in order to not interfere with public pedestrian traffic coming through the midway entrance to the north dock walkway.
 - 2) Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls onto the grounds will immediately be swept up. The dumpster will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Spirit is responsible

for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.

- 3) The Spirit will screen the dumpster area from the general public if necessary after consulting the Public Works and Mayor's Office of Special Events personnel.
- 4) Lessee shall provide its own scavenger service.
- N) Lessee has the right to employ a caterer of its choice to provide food and beverage service.
- O) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

7. Records

Lessee shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location with the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this Agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH STAR LINE
CORPORATION FOR PREMISES AT NAVY PIER.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the approval of a lease agreement with Star Line Corporation for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Sections 8-20.1 and 8-20.2 of the Municipal Code of Chicago place the management, control, and leasing at Navy Pier under the jurisdiction of the Department of Public Works, subject to approval of the Comptroller and the City Council; and

WHEREAS, The Department of Public Works has submitted the lease attached hereto and made a part hereof to this Body for its review and consideration; and

WHEREAS, This body has duly reviewed said lease and the recommendation of the Department of Public Works; now, therefore,

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

SECTION 1. The lease between the City of Chicago and the Star Line Corporation which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same, subject to approval by the Corporation Counsel as to form and legality.

SECTION 3. This ordinance becomes effective immediately upon the passage thereof.

Lease Agreement attached to this ordinance reads as follows:

Lease Agreement.

Navy Pier Boats.

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Lessor") and Star Line Corporation a corporation organized and existing by virtue of the laws of the State of Michigan (hereinafter called "Lessee").

Witnesseth:

Lessor, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Lessee, does hereby grant to Lessee for use only by Lessee, the privileges hereinafter described on premises at the Navy Pier, Streeter and Grand Avenues, Chicago, Illinois, hereinafter called "Navy Pier".

This Agreement shall consist of two parts:

Part I -- General Conditions:

Part II -- Special Conditions, numbered 1 to 7.

All constituting the entire agreement between the parties and no warranties, inducements, considerations, promises or other references, shall be implied or impressed upon such agreement that are not set forth herein at length.

Part I -- General Conditions.

Article I.

This Agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of Navy Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of the Navy Pier concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier concrete docks and wharf area, the facilities therein and the roadways and approaches thereto, as it sees fit, regardless of the desires or views of the Lessee and without interference or hindrance by the Lessee.

Article II.

The Lessee shall not, without prior approval of Lessor 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. Lessee further agrees

that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Navy Pier dock and wharf area, with any individual, partnership, or corporation without prior approval of Lessor, it being understood that the only activity that Lessee may conduct directly or indirectly, alone or through others, on, upon or from said demised premises and facilities located thereon, be they demised to the others or under the control of Lessor, 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 in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Lessee shall be the joint and several obligation of each such individual or other legal entity.

If Lessee is a corporation and if the control thereof changes at any time during the term hereof, then Lessor 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 anywise creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Lessee as the agent or representative of the Lessor for any purpose or in any manner whatsoever.

Article III.

Lessee 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.

Lessee 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 Public Works (hereinafter called "Commissioner") any flags, placards, signs, poles, wires, aerials, 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.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Lessor upon the termination of this agreement in such condition and repair, ordinary wear and tear

excepted. If said premises shall not be so kept by Lessee, Lessor may enter the premises without terminating the privilege or an interference with the possession of said premises. Lessor shall then do all things necessary to restore said premises to the condition herein required. The cost and expense thereof shall be charged to Lessee.

Article VI.

Lessee covenants and agrees to keep said premises free and clear of any and all liens in any way arising out of the use thereof by Lessee. Lessee agrees to bond against or discharge any mechanic's or materialmen's lien within fourteen (14) days written request therefore by Lessor.

In addition to the rent and charges hereinafter outlined, Lessee shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by federal and state law or ordinance of the City of Chicago.

Lessee shall assume all risks incident to or in connection with the business to be conducted hereunder and shall be solely responsible for all accidents or injuries of whatever nature or kind to persons or property caused by its operations on the demised premises and shall indemnify, defend and save harmless the Lessor, their authorized agents and representatives, from any penalties for violation of 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 Lessee, or any of their agents or employees.

Lessor shall not be liable to Lessee for damage to property of Lessee or any loss of revenue to Lessee resulting from its acts, omissions or neglect in the maintenance and operation of the demised premises facilities.

Article VII.

Lessee, at its own expense, shall maintain during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Office of the City Comptroller, City of Chicago (hereinafter called "Comptroller") for the protection of Lessor and/or Lessee. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller and/or Supervisor of Leasing.

Said insurance may include, but need not be limited to, insurance coverage commonly known as, or similar in kind to, Public Liability, Products Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Acts, and such other insurance coverage as deemed required in the sole determination of the Comptroller. All policies and endorsements thereto shall name the City of Chicago and Public Building Commission as co-insureds thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Lessee shall deliver all policy originals or duplicate originals and endorsements thereto, to the Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachment thereto. Lessee shall not 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 Lessee is in full force and effect.

Lessee expressly understands and agrees that any insurance protection furnished by Lessee hereunder shall in no way limit its responsibility to indemnify and save harmless Lessor under the provisions of Article VI of this agreement.

Article VIII.

In the event the premises or the building of which the premises are a part shall be damaged or destroyed by fire or other casualty, the same may be promptly repaired or rebuilt by Lessor at its expense as soon as funds are available, but Lessor shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Lessee or others pursuant to this agreement.

Lessor 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 Lessor to Lessee the obligation of Lessee to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Lessor hereby grants to Lessee the right of access and ingress to and egress from the premises by Lessee 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 Lessor or the Commissioner of Public Works, or other lawful authority, for the care, operation, maintenance and protection of the demised premises and the public.

Operations to be conducted by the Lessee under this agreement shall be done at the sole expense of the Lessee and shall be subject to general inspection by the Lessor to insure a continuing quality of services.

Lessee does further covenant, promise and agree that said Lessee will not employ any person or persons in or about the premises who shall be objectionable to the Commissioner of Public Works.

Lessee agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement.

Article X.

If Lessee shall vacate or abandon the premises, or any part thereof, or permit the same to remain vacant or unoccupied, or in case of the nonpayment of the rent and charges reserved hereby, or any part thereof, or of the breach of any covenant in this agreement contained, Lessee's right to the possession of the premises thereupon shall terminate, and the mere retention of possession thereafter by Lessee shall constitute a forcible detainer of said premises, and if the Lessor so elects, this agreement shall thereupon terminate and Lessee shall surrender possession of the premises immediately.

The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Lessee, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of any right hereby given Lessor, or as an election not to proceed under the provisions of this agreement.

The obligation of Lessee 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 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 ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Lessee's right to possession of the premises. The Lessor may collect and receive any rent due from Lessee 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 Lessor may have by virtue hereof.

Lessee shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Lessor in enforcing the covenants and agreements of this agreement.

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 XI.

Lessee shall observe and comply with all laws, ordinances, rules and regulations of the United States Government, State of Illinois, County of Cook, City of Chicago and all agencies thereof which may be applicable to its operations or to the operation, management, maintenance or administration of the Navy Pier premises, now in effect.

Article XII.

Lessee, upon performing the covenants, conditions, and agreements herein contained, shall and may peacefully have, hold and enjoy the premises and privileges hereinafter granted.

Article XIII.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 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 Acts 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. 1975, Ch. 38, Secs. 13-1 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1975, Ch. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1975, Ch. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1975, Ch. 48, Secs. 881 to 887; an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 of the Journal of Proceedings (Mun. Code of the City of Chicago, Ch. 198.7A); and the provisions of 41 C.F.R. Chapter 60.

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

Article XIV.

Lessee, shall pay, or cause to be paid, wages not less than those determined to be prevailing for this locality pursuant to the provisions of 29, C.F.R., Parts 4 and 5, as amended, or as may otherwise have been determined to be prevailing in this locality pursuant to the provisions of Ch. 48, Secs. 39s-1 to 39s-12 inclusive, Ill. Rev. Stat. 1975, whichever is the greater.

Article XV.

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 XVI.

Notices to the Lessor provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and to the Supervisor of Leasing, Real Estate Division, 320 North Clark Street, Room 505, Chicago, Illinois 60610. And notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at:

Star Line Corporation
P.O. Box 112
Williamston, Michigan 48895-0112

Article XVII.

All of the terms and provisions of this Lease Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

Article XVIII.

The unenforceability, invalidity, or illegality of any provision of this Lease Agreement shall not render the other provisions unenforceable, invalid or illegal.

Article XIX.

The rights of the Lessor hereunder shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

Article XX.

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.

Article XXI.

This agreement shall not and will not, nor shall any copy thereof, or any statement, paper or affidavit, in any way or matter referring thereto, be filed in the office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Lessee or anyone acting for Lessee and that if the same be so filed, this agreement and each and every provision hereof shall, at the option of Lessor, be and become absolutely null and void and Lessor may declare such filing a breach of agreement.

Part II -- Special Conditions.

1. Premises

A) Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 160 lineal feet of concrete dock and wharf area on the North Dock of Navy Pier from Frame 1 to Frame 7.

B) Storage Area

Lessee shall have use of approximately 800 square feet of storage area located at Frame 12 and approximately 1,600 square feet of storage area located at Frame 13.

C) Additional Area

Lessee shall have the use of approximately 720 square feet of space located at the West Dock area on the North Side of the Pier for use as a trailer office.

Lessee shall have non-exclusive use of North Dock fenced entrance way.

2. Purpose

Lessee shall use the premises to operate The Star of Chicago Cruise Dinning Vessel and for no other purpose whatsoever.

3. Term

The term of this agreement shall begin on January 1, 1986 and terminate December 31, 1989.

4. Cancellation

This lease and attachments can be cancelled by either party after giving ninety (90) days prior written notice prior to April 1st of any year.

5. Rental

A) Dock Area

January 1, 1986 through December 31, 1986

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Seven Thousand Five Hundred Twenty and no/100 Dollars (\$7,520.00) at the rate of Forty-seven and no/100 Dollars (\$47.00) per lineal foot payable at execution of lease.

Gross Sales

Lessee agrees to pay Lessor one percent (1%) of its 1986 gross sales as follows:

1. Twenty-five percent (25%) upon execution of lease.
2. Balance on or before 1st day of December, 1987.

January 1, 1987 through December 31, 1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Seven Thousand Five Hundred Twenty and no/100 Dollars (\$7,520.00) at the rate of Forty-seven and no/100 Dollars (\$47.00) per lineal foot payable at execution of lease.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of his 1987 gross sales as follows:

1. Twenty-five percent (25%) upon execution of lease. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1987.

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Eight Thousand and no/100 Dollars (\$8,000.00) at the rate of Fifty and no/100 Dollars (\$50.00) per lineal foot, payable by April 1, 1988.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1988 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1988. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1988.

January 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1A, an annual rental rate of Eight Thousand Six Hundred Forty and no/100 Dollars (\$8,640.00) at the rate of Fifty-four and no/100 Dollars (\$54.00) per lineal foot, payable by April 1, 1989.

Gross Sales

Lessee agrees to pay Lessor two and one-half percent (2-1/2%) of its 1989 gross sales as follows:

1. Twenty-five percent (25%) payable by April 1, 1989. (Based on previous years gross sales).
2. Balance on or before 1st day of December, 1989.

B) Storage Area

1986--1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rent of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) at the rate of fifty cents (\$0.50) per square foot, payable in full at execution of lease.

1988--1989

Lessee agrees to pay Lessor for the privileges herein in Section 1B, an annual rent of One Thousand Two Hundred and no/100 Dollars (\$1,200.00) at the rate of fifty cents (\$0.50) per square foot, payable by April 1st of each year.

C) Additional Area

1986--1987

Lessee agrees to pay Lessor for the privileges herein granted in Section 1C, an annual rental rate of One Thousand Four Hundred Forty and no/100 Dollars (\$1,440.00) at the rate of Two and no/100 Dollars (\$2.00) per square foot, payable by execution of lease.

1988--1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1C, an annual rental rate of One Thousand Four Hundred Forty and no/100 Dollars (\$1,440.00) at the rate of Two and no/100 Dollars (\$2.00) per square foot, payable by April 1st of each year.

- D) Upon execution of this Lease Agreement, Lessee shall make certified check payable to "City of Chicago" and mail to:

Cary Kalant
Supervisor of Leasing
Department of Finance
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

6. Operations

- A) Lessee can carpet frames 1 thru 7 up to middle pillar at Lessee's own expense. Area that is carpeted can be secured by decorative chain and by placing decorative planters/barrels at east end of assigned area, see Exhibit A.

Carpeting and planters/barrels that may interfere with safe pedestrian use of the north walkway will be removed at the request of the Department of Public Works.

- B) Lessee shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.
- C) Lessee, or any and all persons in his employ or any other persons, is expressly forbidden to use public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, including music reproductions or other reproductions, and shall not use or employ persons to "bark" or solicit business either on the leased dock area or from aboard craft or any area or location in the vicinity of the operating area or underway on craft.
- D) Lessee shall have installed at his own expense a two-way shore communication system on all craft operated by Lessee including all craft that Lessee may operate on a temporary or substitute basis.
1. This system must be operating during and at any and all times when craft are underway, with passengers or crew or guests on board; and

2. The pilot of each of said boats shall have full use and knowledge of how to use said two-way communication systems to the full satisfaction of the Commissioner; and
 3. No person shall be in charge of any craft who does not have such full knowledge of the operation of the communications system.
- E) Lessee shall advise the Commissioner of Public Works in writing of the registration numbers of each of the craft used in their charter business prior to placing said craft into service. This shall apply to all craft including those operated by Lessee on a temporary or substitute basis.
- F) Lessee fully understands and agrees that Lessor does not warrant the docks, piers, quay walls and wharves to be safe for berthing or mooring vessels or for accepting and discharging passengers and assumes no responsibility as a wharfinger.
- G) Lessee fully understands and agrees that by entering into this Agreement he waives and releases Lessor of and from all damages and claims on account of any existing conditions or any conditions that may hereafter develop at the berth or approaches to the berths, docks, piers, quay walls and wharves where the Lessee's vessels may be moored or berthed under the terms of this Agreement.
- H) Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of Public Works Office.
- I) The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$5,000,000 indemnification and saving harmless the City of Chicago and Public Building Commission against any and all claims for damages on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.
- J) Lessee shall be solely responsible for the prompt payment of all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises unless otherwise specified in Special Conditions of this lease. Lessor will in no event be liable for any interruption or failure of utility services on the premises.
- K) Garbage Provisions:
- 1) All dumpsters for The Star of Chicago will be consolidated beneath the North Shed in order to not interfere with public pedestrian traffic coming through the midway entrance to the north dock walkway.
 - 2) Garbage will be placed inside the dumpsters and dumpster lids will remain closed at all times. All garbage and trash that falls

onto the grounds will immediately be swept up. The dumpster area will be kept clean and free of loose trash at all times. Dumpsters will be emptied whenever they become full. The Star of Chicago is responsible for keeping the area free of grease, hosing it down with bleach or other approved cleaners to prevent foul odors from interfering with public use of the walkway.

- 3) The Star of Chicago will screen the dumpster area from the general public if necessary after consulting the Public Works and Mayor's Office of Special Events personnel.
- 4) Lessee shall provide its own scavenger service.
- L) Lessee has the right to employ a caterer of its choice to provide food and beverage service.
- M) The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.

7. Records

Lessee Shall:

- A) Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination or expiration thereof, and for a further period extending until the City Comptroller shall have given written consent to the disposal thereof, records and books of account recording all transactions at, through, or in any way connected with its operations. Upon request of the City Comptroller, such books of account and records shall be made available to the City Comptroller at a convenient location within the City of Chicago, Illinois.
- B) Permit in the ordinary business hours during the term of this agreement, and for any period thereafter during which such records shall be maintained, the examination and audit by the officers, employees and representatives of Lessor of such records and books of account.

In Witness Whereof, the parties hereto have caused this instrument to be signed in triplicate under their respective seals on the date and year first above written.

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT FOR
DEPARTMENT OF HUMAN SERVICES
FOR PREMISES AT 3113--3115
WEST CERMAK ROAD.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a lease agreement for the premises at 3113--3115 West Cermak Road for use by the Department of Human Services.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

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. Gonzalez and Marguerite Gonzalez as Beneficiaries under the Lakeview Trust and Savings Bank Trust, Trust No. 5186, dated September 19, 1978 as Lessor, for the entire building which consists of approximately 11,870 square feet of office space located at 3113--3115 West Cermak Road, for use by the Department of Human Services, as Lessee, such lease to be approved by the Commissioner of Human Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 9543 of this Journal.]

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

LEASE-Short Form Lease NO. 11022

Form C O No. 1B

City of Chicago

This Agreement, Made this..... day of.....

A. D. 19... between Oscar O. Gonzalez and Margurite Gonzalez as Beneficiaries Under the Lakeview Trust and Savings Bank Trust, Trust No. 5186, Dated September 18, 1978 as Lessor, and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessors do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: the entire building which consists of approximately 11,870 square feet of office space located at 3113-15 West Cermak for use by the Department of Human Services as a Community Service Center.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of December or date of occupation November A. D. 1987, and ending on the 30th day of November A. D. 1992. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after twenty-four (24) months from execution of Lease.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Oscar Gonzalez, 1836 S. May St., Chicago, Illinois, 60608 at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made a Part Hereof For Rental Payment Provisions See Rider Attached Hereto And Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

LessorS during the entire term of this lease shall keep in a condition of thorough repair and good order all Lessor's own expense, said 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 LesseeSee Rider Attached Hereto and Made a PartHereof.

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, less 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.

Rita Lewandowski
Assistant Corporation Counsel
Approved:
Supervisor of Leasing, Real Estate APOL

By:
Beneficiaries Under the Lakeview Trust and Savings Bank Trust, Trust No. 5186, Dated September 18, 1978

By:
Comptroller,

Approved:
Commissioner, Department of Human Services

Rider attached to this ordinance reads as follows:

Rider.

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 Supervisor of Leasing, Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, 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.

Rental Payment Provisions.

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

Three Thousand Eight Hundred Fifty Dollars and no/100 (\$3,850.00) per month for the period beginning on the 1st day of December, 1987 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of November, 1989;

Four Thousand Twenty-three Dollars and no/100 (\$4,023.00) per month for the period beginning on the 1st day of December, 1989 and ending on the 30th day of November, 1990;

Four Thousand One Hundred Eighty-four Dollars and no/100 (\$4,184.00) per month for the period beginning on the 1st day of December, 1990 and ending on the 30th day of November, 1991;

Four Thousand Three Hundred Fifty-one Dollars and no/100 (\$4,351.00) per month for the period beginning on the 1st day of December, 1991 and ending on the 30th day of November, 1992.

Rent is payable in advance on the first (1st) day of each calendar month by the Office of the City Comptroller to Oscar O. Gonzalez, 1836 South May Street, Chicago, Illinois 60608.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Undertake the following repairs prior to execution of Lease:

Install fluorescent lighting.

Remove all restaurant equipment from demised premises.

Paint entire premises.

Repair all walls and spackle where necessary.

Install electrical outlets.

Tile entire first floor prior to May, 1988.

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 pay for central air conditioning on the first floor and maintain plant and equipment in good operable condition.

Provide and pay for janitorial service for the maintenance of the exterior and interior of the building including maintenance of all mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

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

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Pay all 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 \$500,000 combined single limit, with the City of Chicago named as additionally insured and to receive a certificate of insurance for said insurance 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 annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor

shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered for outlets and air conditioning.

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

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by negligence of Lessor.

Provide air conditioning units for second floor of demised premises.

Have the right to use the existing outdoor sign.

Shall have the right to use the existing dumbwaiter located on the premises provided that Lessee shall be solely responsible for any and all claims or liability resulting from its use.

Additional terms and conditions:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fail to remove and correct any fire or health hazards not caused by the acts or negligence of the Lessee, and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of substantial breach of any covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease immediately upon giving written notice by certified or registered mail to Lessor at 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.

It is mutually agreed and understood by and between the parties hereto that the remuneration mentioned in the lease is payable in part 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.

Lessee agrees that if any repairs and/or corrections are required of the demised premises prior to or during Lessee's occupancy hereunder, pursuant to inspection and notice by a governmental authority, any delays in the commencement of, or interruption during, the operation of Lessee's business and loss of income occasioned by such repairs and corrections shall not be deemed by Lessee as cause to terminate this lease, and Lessee agrees that Lessor shall be free of and from any liability whatsoever to Lessee therefore. Lessee further agrees that Lessor shall also have no liability to Lessee whatsoever for any delay in the commencement of, or interruption during, the operation of Lessee's business and loss of income occasioned by any required repairs and/or correction to the other areas of the building in which the demised premises are located, except that Lessee may elect to withdraw from his lease upon ten (10) days written notice to Lessor.

In the event of needed or required facilities for the handicapped, Lessor hereby states that any and all expense for said facilities shall be incurred only by Lessor alone.

RENEWAL OF LEASE FOR DEPARTMENT OF HEALTH FOR
PREMISES LOCATED AT 110 EAST 79TH STREET.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a 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 Herbert C. Harris, as Beneficiary of Harris Trust and Savings Bank Trust, Trust No. 35736, dated October 31, 1973, as Lessor, for approximately 7,200 square feet of office space on the second (2nd) floor located at 110 East 79th Street, for use by the Chatham Avalon Mental Health Center by the Department of Health, as Lessee, also private parking for approximately twenty-five (25) automobiles on the east side of building; such lease to be approved by the Commissioner of the Department of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 9548 of this Journal.]

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

LEASE--Short Form Lease No. 10011

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____, between Herbert C. Harris as Beneficiary of Harris Trust & Savings Bank Trust, Trust No. 35736 Dated October 31, 1973, 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 7,200 square feet of office space on the second floor located at 110 East 79th Street, as Chatham Avalon Mental Health Center by the Department of Health, also private parking for approximately 25 automobiles on the East side of building.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of June A. D. 19 87 and ending on the 31st day of May A. D. 19 90 Lessee has the right to terminate this lease upon thirty (30) days prior written notice

~~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 Cope Health Care c/o Dr. Herbert C. Harris 110 E. 79th Street, Chicago, IL 60619 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof.~~
 Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor

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

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

For Responsibilities of Lessor and Lessee
See Rider

Attached 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, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessee 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.

Approved: _____
 Chief ~~XXXX~~ Corporation Counsel
 Supervisor of Leasing
 Real Estate ~~XXXX~~

By: _____
 Herbert C. Harris as Beneficiary of Harris Trust & Savings Bank under trust No. 35736

Dated 10/31/73

By: _____
 Comptroller,

Approved: Commissioner, Department of Health

Rider attached to this ordinance reads as follows:

Rider.

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 Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, 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.

Rental Payment Provisions.

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

Four Thousand Nine Hundred Fifty and no/100 Dollars (\$4,950.00) per month for the period beginning on the 1st day of June, 1987 and ending on the 31st day of May, 1989;

Five Thousand Two Hundred Eighty and no/100 Dollars (\$5,280.00) per month for the period beginning on the 1st day of June, 1989 and ending on the 31st day of May, 1990;

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to Cope Health Care, Ltd., 110 East 79th Street, Chicago, Illinois 60619.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Construct or repair the following items prior to execution of lease:

Repair roof.

Paint multi-purpose conference room.

Replace restroom towel dispensers and maintain daily.

Plaster and paint all damaged walls in demised premises.

Replace damaged or missing window shades and replace or clean existing drapes by execution of lease.

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

Provide and pay for heat for comfortable occupancy of demised premises and maintain plant and equipment in good operable condition.

Provide and pay for central air conditioning in office space wherever required for comfortable occupancy and maintain air conditioning equipment in good operable condition.

Provide and pay for the maintenance of the interior and exterior of the building when necessary.

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

Wash windows inside and out semi-annually.

Provide and pay for janitorial service for the maintenance for the exterior and interior building, including maintenance of all mechanical components, excluding maintenance of air conditioning plant and equipment. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture, replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Comply with the provisions of the Municipal Building Code in the repair and maintenance of said premises.

Provide and maintain at all times public liability insurance of \$1,000,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution and naming the City as additionally insured. Coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing of entire premises including restrooms, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

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

Lessee under this lease shall:

Provide and pay for electricity as metered for all outlets and lights.

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, unless in the case of such failure which cannot be remedied within twenty (20) days where Lessor shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards 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.

In the event of any substantial 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 by Lessee of subsequent breach caused by the Lessor of any right created thereby.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

Nays -- None.

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

COMMITTEE ON LOCAL TRANSPORTATION.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 28,
VARIOUS SECTIONS, TO MODIFY DEFINITIONS, INCREASE
CERTAIN PENALTIES, AND REQUIRE TWO-WAY
RADIO DISPATCH SYSTEMS IN
TAXICABS AND LIVERIES.

The Committee on Local Transportation submitted the following report, which was, on motion of Alderman Eisendrath and Alderman Natarus, *Deferred* and ordered published:

CHICAGO, December 29, 1987.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a proposed ordinance (which was referred on December 23, 1987) to amend Chapter 28 of the Municipal Code of Chicago, modifying definitions section, increasing penalties for certain violations, making revocations mandatory for certain types of violations, making radio dispatch mandatory from 1989 on, begs leave to recommend that Your Honorable Body pass the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by 9 members of the committee, with 9 votes.

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

SECTION 1. Chapter 28 of the Municipal Code of Chicago is hereby amended by repealing Section §28-1 in its entirety and adding a new Section 28-1 in italics as follows:

28-1. Whenever used in this ordinance:

(a) the word "affiliation" means an association of public passenger vehicle license holders organized and incorporated for the purpose of providing its members with a Chicago business address, telephone number registered to the affiliation, color scheme where applicable, trade name or emblem where applicable, insurance and designation of an authorized registered agent. Members of an affiliation shall be known as "affiliates";

(b) the word "cabman" means a person engaged in business as owner of one or more taxicabs;

(c) the words "charter/sightseeing vehicle" mean a public passenger vehicle for hire principally on sightseeing tours or charter trips or both;

(d) the words "charter trip" mean a group trip in a charter/sightseeing vehicle arranged in advance at a fixed rate per vehicle;

(e) the word "chauffeur" means the driver of a public passenger vehicle licensed by the City of Chicago as a public chauffeur;

(f) the word "city" means the City of Chicago;

(g) the word "coachman" means a person engaged in business as owner of one or more livery vehicles or charter/sightseeing vehicles;

(h) the word "Commissioner" means the Commissioner of Consumer Services or such other body or officer as may have supervision over public passenger vehicle operations in the City;

(i) the word "Council" means the City Council of the City of Chicago;

(j) the word "licensee" means any person to whom one or more licenses have been issued pursuant to this ordinance;

(k) the words "livery vehicle" mean a public passenger vehicle for hire only at a charge or fare for each passenger per trip or for each vehicle per trip fixed by agreement in advance;

(l) the word "medallion" means a metal plate, furnished by the Commissioner, for display on the outside hood of a taxicab, of such size and shape and bearing such impression thereon as shall be required by this ordinance and by the Commissioner;

(m) the words "medical carrier" mean any privately owned public passenger vehicle which is specifically designed, constructed or modified and equipped and is maintained or operated for the nonemergency transportation of persons for compensation for the purpose of obtaining medical services;

(n) the words "medical carrier owner" mean a person engaged in business as owner of one or more medical carriers;

(o) the words "operation expenses" mean all charges, costs and expenses properly incurred for any given period in accordance with good accounting practice in connection with a licensee's public passenger vehicle operations;

(p) the word "person" includes a natural person, partnership, firm or corporation;

(q) the words "public passenger vehicle" mean a motor vehicle, as defined in the motor vehicle law of the State of Illinois, which is used for the transportation of passengers for hire, excepting those devoted exclusively for funeral use or in operation of a metropolitan

transit authority and further excepting those licensed for the transportation of passengers by the Interstate Commerce Commission or operating pursuant to and in conformity with a certificate of authority issued by the Illinois Commerce Commission. Public passenger vehicles included in the provisions of this Chapter shall specifically include but not be limited to: taxicabs, livery vehicles, charter/sightseeing vehicles and medical carrier vehicles;

(r) the words "sightseeing tour" mean a tour in a charter/sight-seeing vehicle which is available to the general public in accordance with a published schedule or published itinerary, or to pre-arranged groups, at a charge or fare per passenger or per vehicle and which includes a lecture with regard to the subject matter of the tour;

(s) the word "solicit" means an appeal by words or gestures for immediate patronage of a public passenger vehicle by a cabman, coachman, medical carrier owner, chauffeur or his agent directed at individuals or groups while the person making the appeal is upon the public way or public property, or the vehicle is parked, stopped, standing or moving upon the public way or public property;

(t) the word "taxicab" means a public passenger vehicle for hire only at lawful rates of fare which, when it is being operated between a point of origin and a destination are as recorded and indicated by a taximeter or at rates as set forth in this Chapter;

(u) the word "taximeter" means any mechanical or electronic device which records and indicates a charge or fare measured by distance traveled, waiting time and extra passengers.

SECTION 2. Chapter 28 of the Municipal Code of Chicago is further amended by adding a new section designation at the beginning of the second paragraph of current Section 28-5.1, to be designated as Section 28-5.2, and in Sections 28-2; 28-3; 28-4.1; 28-5; 28-5.1; 28-5.2; 28-6; 28-7; 28-7.1; 28-9; 28-10; 28-10.2; 28-10.3; 28-10.4; 28-10.5; 28-11; 28-12, fourth paragraph; 28-12.1, third paragraph; 28-13; 28-13.1; 28-14, first paragraph; 28-15.1; 28-17(j); 28-21; 28-22.1; 28-23; 28-28.1; 28-28.3; 28-30(c)(II); 28-30.1, third paragraph; and 28-32, by adding the language in italics and deleting the language in brackets, as follows:

28-2. It is unlawful for any person other than a metropolitan transit authority [or public utility] to operate a motor vehicle, or for the registered owner thereof to permit it to be operated, for the transportation of passengers for hire within the city, except on a funeral trip, unless it is licensed by the city as a public passenger vehicle pursuant to this Chapter or unless it is exempt from licensure under §28-1(q).

28-3. Nothing in this chapter shall be construed to prohibit any public passenger vehicle [or sightseeing tours or charter trips] not licensed under this chapter from coming into the city to discharge passengers accepted for transportation outside the city. While *the* [said] vehicle is in the city no roof light or other special light shall be used to indicate that the vehicle is vacant or subject to hire, and a white card bearing the words "Not For Hire" printed in black letters not less than two inches in height shall be displayed at the windshield of the vehicle. No person shall be solicited in [said] *the* vehicle for transportation, sightseeing or charter, from any place within the city. *Violation of any of the provisions of this Section shall be a misdemeanor, and a [A]ny*

person in control or possession of *such a* [said] vehicle who violates any of the provisions of this Section shall be subject to arrest *and may be punished upon conviction by incarceration in a penal institution other than a penitentiary for a term of 30 days for a first offense, 60 days for a second offense within 180 days of the first offense and 90 days for third offense within 180 days of the first offense and shall further be* [and] fined [of] not less than one hundred dollars nor more than five hundred dollars for each offense[.] *under the procedures set forth in section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat. Ch. 24, ¶1-2-1.1 (1985), as amended and the Illinois Code of Criminal Procedure, Ill. Rev. Stat. Ch. 38, ¶100-1, et seq. (1985), as amended, in a separate proceeding.*

28-4.1.(a) *The Commissioner may issue licenses for motor vehicles to operate as public passenger vehicles only according to the following categories:*

(1) *Vehicles having a capacity for no more than 8 passengers may only be licensed as taxicabs or liveries, except as provided in subsection 28-4.1(a)(3);*

(2) *Vehicles having a capacity for 9 or more passengers may only be licensed as charter/sightseeing vehicles, except as provided in subsection 28-4.1(a)(3);*

(3) *Vehicles of any size licensed by the State of Illinois as medical carriers pursuant to the Illinois Vehicle Code, Ill. Rev. Stat. Ch. 95 1/2, ¶8-101 et seq. and ¶13-101-1 et seq. (1985), as amended, may be licensed as medical carriers.*

(b) *It shall not be a violation of this Section for a medical carrier to transport ill, injured, infirm or handicapped persons for a purpose other than that of obtaining medical care or treatment.*

(c) *No vehicle shall be licensed as a public passenger vehicle unless it has two doors on each side, except that any vehicle having seating capacity for more than eight adult passengers shall be so licensed provided it meets applicable Federal Motor Vehicle Safety Standards for vehicles of its size, type and proposed use. [has at least two doors with fixed aisle space for access of said doors. No medical carrier shall be licensed as a public passenger vehicle unless it has met the requirements of the Illinois Vehicle Code, Ch. 95 1/2, ¶8-101.1, et seq., and ¶13-101 et seq. (1985) as amended.]*

28-5. *Application for public passenger vehicle licenses shall be made in writing, signed and sworn to by the applicant or if applicant is a corporation or partnership, by its duly authorized agent, upon forms provided by the commissioner. The application shall contain the full name, Chicago business address and residence address of the applicant, the names of the applicant's partners, or if the applicant is a corporation, of its officers and directors, the business telephone number of the applicant, the manufacturer's name, model, length of time in use, horsepower and seating capacity of the vehicle which applicant will use if a license is issued, and the class of public passenger vehicle license requested. If the applicant is affiliated or to become affiliated or identified with any affiliation by the color scheme of vehicles, trade name or emblem, telephone number, radio dispatch system, or service agreement, the application shall contain the full name, Chicago business address and telephone number of [said] the affiliation, and a copy of the agreement with [said] the affiliation shall be filed with the application.*

28-5.1. *In order to qualify for a public passenger vehicle license, whether upon initial application or upon application for renewal of a license,*

(a) An applicant shall be in compliance with the provisions of this chapter; and

(b) 1. With respect to any corporate applicant, the corporation shall be organized or qualified to do business under the laws of Illinois and have its principal place of business in the City of Chicago; or

2. With respect to a partnership applicant, each partner shall meet the qualifications as if he were an individual applicant and the partnership shall have its principal place of business in the City of Chicago; or

3. With respect to any applicant other than a corporation or partnership, he shall be a citizen or legal resident of the United States residing and domiciled in the City of Chicago, and in addition, if he is a member of an affiliation, the affiliation of which he is a member shall

A. Be a corporation organized or qualified to do business under the laws of Illinois;

B. Have its principal place of business in the City of Chicago;

C. Have a duly authorized agent registered with the Commissioner and comply with this ordinance and all orders, rules and regulations duly promulgated by the Commissioner governing the business of such affiliations; and

D. From and after January 1, 1989, provide a two-way radio dispatch system for its affiliates; and

4. Effective with the licensing year commencing January 1, 1989, with respect to any applicant for a taxicab license, he shall provide a two-way radio dispatch system or avail himself of the radio dispatch system provided by an affiliation for all the taxicabs he will operate, if a license is issued. [All corporate applicants for public passenger vehicle licenses shall be organized or qualified to do business under the laws of Illinois and have their principal places of business in the City of Chicago, and all other applicants shall be citizens of the United States residing and domiciled in the City of Chicago. No member of an affiliation shall be qualified for license, unless said affiliation is a corporation organized or qualified to do business under the laws of Illinois, has its principal place of business in Chicago, has a duly authorized agent registered with the commissioner, and has complied with all the provisions of this ordinance, and all orders, rules and regulations adopted or issued by the commissioner governing the business of such affiliations.]

28-5.2.(a) *In determining whether an applicant is qualified for a public passenger vehicle license or the renewal thereof, the commissioner shall take into consideration:*

[(a)] 1. The character and reputation of the applicant or its member, [or] officers or directors as law abiding citizens, including, if applicable, the disciplinary record of the

applicant in the operation of his public passenger vehicle and the disciplinary record of the applicant, or of any officer or director of a corporate applicant, as a public chauffeur.

[(b)] 2. The financial ability of the applicant to render lawful, safe, suitable and comfortable service and to maintain or replace the equipment for such service;

[(c)] 3. The financial responsibility of the applicant to maintain insurance for the payment of personal injury, death, and property damage claims;

[(d)] 4. The financial ability of the applicant to pay all judgments and awards which may be rendered for any cause arising out of the operation of a public passenger vehicle;

[(e.)] 5. The color scheme proposed for use to prevent deception or confusion as to the ownership of the taxicab employed and the identity of the person or persons responsible for the service.

(b) No applicant shall be eligible for a public passenger vehicle license if any Chicago public passenger vehicle license he has held within the previous five years was revoked, or if the applicant, or any officer or director of a corporate applicant, within the five years immediately preceding the date of his application, has been convicted in a court of any jurisdiction for the commission of any felony as defined by Article 2 of the Illinois Criminal Code of 1961.

28-6. Upon receipt of an application for a public passenger vehicle license the commissioner shall, *and in the case of an application for license renewal, upon good cause shown, the Commissioner may*, cause an investigation to be made of the character and reputation of the applicant as a law abiding citizen; the financial ability of the applicant to render safe and comfortable transportation service, to maintain or replace the equipment for such service and to pay all judgments and awards which may be rendered for any cause arising out of the operation of a public passenger vehicle during the license period. If the Commissioner shall find that the application, and all other statements and documents required to be filed with [said] *the* application have been properly executed, and that the applicant is qualified to [pursue the occupation of a cabman or, coachman] *provide the services required of a license holder*, the commissioner shall issue to him and in his name a license for each public passenger vehicle applied for, to terminate on the 31st day of December following the date of issue, provided that each [said] *such* vehicle is registered in applicant's name and is in safe and proper condition at the time the license is issued.

28-7. The annual fee for each public passenger vehicle license of the class herein set forth is as follows:

Charter/sightseeing vehicle.....	\$200.00	[100.00]
Livery vehicle.....		200.00
[for each vehicle designed or used		
for carrying not more than seven persons,.....		
and \$5.00 more for each additional person.....	\$]	
Medical carriers		150.00

[Sightseeing vehicle	300.00]
Taxicab.....	250.00

[Said] *The fee shall be paid in advance when the license is issued and shall be applied to the cost of issuing such license, including without being limited to, the investigations, inspections and supervision necessary therefor, and to the cost of regulating all operations of public passenger vehicles as provided in this chapter.*

Nothing in this section shall affect the right of the city to impose or collect a vehicle tax and any occupational tax, as authorized by the State of Illinois, in addition to the license fee herein provided.

28-7.1. The Commissioner may issue temporary permits to a coachman of one or more charter/*sightseeing* vehicles licensed under this chapter in order to operate additional vehicles as charter/*sightseeing* vehicles on a temporary basis under the licensee's authority and control. The daily fee for such a permit shall be \$10.00 per vehicle. Such vehicles shall be subject to all applicable provisions of Chapters 28 and 28.1 of the Chicago Municipal Code as well as all rules and regulations *relating thereto* promulgated [thereunder] *pursuant to Chapter 16, §16-4 of this Code.*

28-9. *It shall be unlawful for a licensee to lease or contract for the independent operation or management of the licensee's operation of any taxicab or livery licensed hereunder for any consideration whatsoever without the approval of the Commissioner of Consumer Services.* The relationship between the licensee of any taxicab or livery and the driver thereof shall be such as they mutually may agree upon by contract and may be expressed or implied, subject to the restrictions contained in this chapter and regulations promulgated hereunder, and provided that the driver thereof is duly licensed by the City as a public chauffeur as required by ordinance.

[It shall be unlawful for a licensee to lease or contract for the independent operation or management of the licensee's operation of any taxicab or livery licensed hereunder for any consideration whatsoever without the approval of the Commissioner of Consumer Services.] Each such lease or contract shall be in writing and in a form approved by the Commissioner, provided that where the relationship is one of employer-employee, no such writing shall be required. *The licensee shall provide a copy of any such lease to the Commissioner upon request.* The Commissioner shall issue regulations governing the following terms of such leases and contracts: (a) identification of the parties; (b) identification of the leased vehicle; (c) duration of the lease; (d) obligations of the lessor for maintaining the safety of the vehicle. In formulating such regulations, the Commissioner shall consider the effect of the lease or contract on the safety of the public, the maintenance and care of taxicabs or liveries, and the availability of taxicab and/or livery service. Lessor shall not lease any taxicab or livery to any qualified driver unless that taxicab or livery is fit for service as a taxicab or livery.

It shall be unlawful for any person other than the lessee or contractor or an employee of the licensee to operate a taxicab or livery during the term of such lease or contract. There shall be no discrimination against any person employed or seeking employment on account of race, color, religion, national origin, gender or ancestry.

28-10. Except in the case of taxicabs, the commissioner shall deliver with each license a sticker license emblem which shall bear the words "Public Vehicle License" and "Chicago" and the numerals designating the year for which [such] *the* license is issued, a reproduction of the corporate seal of the city, the names of the mayor and the commissioner and serial number identical with the number of the public vehicle license. The predominant background colors of such sticker license emblems shall be different from the vehicle tax emblem for the same year and shall be changed annually. The cabman or coachman shall affix, or cause to be affixed, [said] *the* sticker emblem on the inside of the glass part of the windshield of [said] *the* vehicle.

28-10.2. It shall be unlawful for any person to operate a public passenger vehicle for hire without the metal plate or emblem for the current year affixed. In addition to any other penalty to which he may be subjected as provided in this chapter [,] *or under the rules and regulations promulgated pursuant to Chapter 16, §16-4 of this Code*, the chauffeur's license of any such person found to be guilty of such *an* act shall be revoked.

28-10.3. It shall be unlawful for any licensee to operate or permit any person to operate a public passenger vehicle for hire without the metal plate or emblem for the current year affixed and, in addition to any other penalty provided by this chapter *or under the rules and regulations promulgated pursuant to Chapter 16, §16-4 of this Code*, the license of such licensee shall be revoked.

28-10.4. It shall be unlawful for any person to tamper with, alter or reaffix such metal plate or emblem to any vehicle or to cause the same to be done and any person guilty of such *an* act shall be subject to a fine of not less than \$200 nor more than \$500 for each offense, and if [such] *the* person be a licensee, upon conviction thereof, his public passenger vehicle license for [said] *the* vehicle shall be revoked.

28-10.5. In the event a cabman desires to replace either the vehicle or the portion of the vehicle to which the metal plate is affixed, or if the metal plate or the portion of the vehicle to which it is affixed becomes damaged so as to require replacement or repair, the cabman may remove the metal plate and shall immediately deliver it to the Commissioner who shall reattach the same to the repaired or new vehicle for a fee of five (\$5.00) dollars or, if the metal plate has been damaged or defaced, the Commissioner shall obtain a duplicate and affix the same for a fee of ten (\$10.00) dollars. In the event a metal plate, emblem, or license card shall become lost or stolen, the licensee shall furnish to the Commissioner a statement under oath giving all of the facts pertaining to [such] *the* loss or theft known to the licensee and the Commissioner shall obtain and affix a duplicate metal plate for a fee of ten (\$10.00) dollars, or a duplicate emblem or license card for a fee of five dollars.

28-11. In addition to the license, the metal plate and sticker emblem the commissioner shall deliver a license card for each vehicle. [Said] *This* card shall contain the name of the cabman or coachman, the license number of the vehicle and the date of inspection thereof. It shall be signed by the commissioner and shall contain blank spaces upon which entries of the date of every inspection of the vehicle and such other entries as may be required shall be made. It shall be of different color each year. *The licensee shall provide a* [A] suitable frame with glass cover [shall be provided and] affixed on the inside of the vehicle in a conspicuous place [and] in such manner as may be

determined by the commissioner for insertion and removal of the public passenger vehicle license card[;]. [and] [i]n every livery vehicle and taxicab [said] *the* frame shall also be provided for insertion and removal of the chauffeur's license card and such other notice as may be required by the provisions of this chapter and the rules of the commissioner. It is unlawful to carry any passenger or his baggage unless the license cards are exposed in the frame as provided in this section.

28-12.1. * * * * *

[Said] *The* affiliation shall provide public liability and property damage insurance covering the affiliation and all its affiliated cabmen or coachmen[,], and all their public passenger vehicles, in lieu of such insurance required to be carried by each cabman or coachman pursuant to Section 28-12. All such insurance policies or contracts[,], or surety bonds, or copies thereof certified by the insurers or sureties, shall be filed with the commissioner and shall be subject to the provisions of Section 28-12 relating to cancellation or lapse.

28-13. Every licensee shall pay each judgment or award for loss or damage in the operation or use of a public passenger vehicle rendered against [such] *the* licensee by any court or commission of competent jurisdiction within ninety days after its judgment or award shall have become final and not stayed by supersedeas. If any such judgment shall not be so paid, the Mayor shall revoke the license of the public passenger vehicle licensee concerned.

28-13.1. If the affiliation abandons its principal place of business in the City of Chicago, or if any official notice or legal process cannot be served upon it at its last Chicago address registered in the office of the commissioner, and it fails to respond to such notice, or appear in answer to legal process at the time fixed therein, or if it denies liability on the grounds that it was not the owner or operator of such vehicle, or if any judgment or award against [said] *the* affiliation is not paid within the time provided in Section 28-13, its registration shall be cancelled and the public passenger vehicles of all its affiliated licensees shall be declared unsafe by the commissioner and their licenses shall be suspended until their affiliation is severed by removal of all equipment and indicia of affiliation and cancellation of all agreements with [said] *the* affiliation.

28-14. If any public passenger vehicle shall become unsafe for operation or if its body or seating facilities shall be so damaged, deteriorated or unclean as to render [said] *the* vehicle unfit for public use, the license therefor shall be suspended by the commissioner until the vehicle shall be made safe for operation and its body shall be repaired and painted and its seating facilities shall be reconditioned or replaced as directed by the commissioner. In determining whether any public passenger vehicle is unfit for public use the commissioner shall give consideration to its effect on the health, comfort and convenience of passengers and its public appearance on the streets of the city.

* * * * *

28.15.1. In the event that the commissioner, after investigation and hearing, shall determine that any licensee has obtained any public passenger vehicle license by fraud or false representation or willful misstatement of material fact, or in case any licensee shall fail to carry out any representation made to the commissioner before the issuance of such license, or shall willfully make any material misstatement of fact on any statement filed with the commissioner, or if any licensee, shall operate, or cause or suffer to be operated, any public passenger vehicle in violation of the provisions of this chapter or of the rules and regulations of the commissioner relating to the administration and enforcement of the provisions of this chapter, or if the licensee shall be convicted of a felony, or in the case of a corporate licensee if any officer or director shall be convicted of a felony, unless the licensee shall sever its relationship with any such officer or director immediately upon his conviction, the commissioner [may] shall recommend to the Mayor's License Commission that any or all public passenger vehicle licenses held by the [said] licensee be revoked and the Mayor's License Commission[, in his discretion, may] shall revoke the [said] license or licenses.

28-17.

* * * * *

(j) Each licensee to whom a permit is issued under this section shall maintain complete and accurate records of all revenues received from the display of any advertising sign or device. Each such licensee shall submit to the Commissioner, no later than the date of expiration of [said] the permit, an affidavit in such form as may be required by the Commissioner, stating the gross revenues received by [such] the licensee from the display of any advertising sign or device.

* * * * *

28-21. No vehicles shall operate as a *charter/sightseeing* [tour] vehicle [or a charter vehicle] unless so licensed under Section 28-7. *Charter/sightseeing* vehicles shall not be used for transportation of passengers except on sightseeing tours or charter[ed] trips. [Charter vehicles shall not be used for transportation of passengers except on charter trips, unless said vehicle has an additional license to operate as a sightseeing vehicle as provided by 28-7 of this section of the ordinance.] *No person shall solicit p[P]assengers for sightseeing tours [shall not be solicited] upon any public way except at bus stands specially designated by the City Council for sightseeing vehicles, nor shall any person other than a coachman of such a vehicle or his authorized agent or the person or entity hiring the vehicle solicit passengers for such a tour.*

28-23. Every taxicab shall have the public passenger vehicle license number and the cabman's name and telephone number painted in the center of the main panel of the rear doors of [said] the vehicle. If the cabman is affiliated or identified with any affiliation, as described in Section 28-5, the affiliation's color scheme, trade name or emblem and

telephone number shall be substituted and, without being limited thereto, any of [said] *these* indicia of affiliation shall be sufficient to establish the responsibility of the affiliation in the operation of [said] *the* taxicab. All names and numbers shall be painted in plain Gothic letters and figures of one-half inch stroke and at least four inches in height. The public vehicle license number assigned to any taxicab shall be assigned to the same vehicle or to any vehicle substituted therefor by the licensee. No other name, number, emblem or advertisement of any kind excepting signs required by this chapter, official license emblems or metal plate shall be painted or carried so as to be visible on the outside of any taxicab, unless otherwise required by State law.

28-28.1. Every driver of a taxicab licensed by the City of Chicago as a public passenger vehicle, when at or upon the premises of the Chicago-O'Hare International Airport or the Chicago Midway Airport and not otherwise engaged in the transportation of a person or persons, shall service [said] *the* airports by transporting, when requested, any person from [said] *the* airports to any suburb of the City of Chicago and the driver shall not charge more than the rate of transportation hereinafter set forth to such suburb. It shall be unlawful for a driver of a taxicab to refuse any person transportation from [said] *those* airports. It shall be unlawful for any driver of any taxicab not licensed as such by the City of Chicago to solicit or accept for transportation any person or persons at or upon the premises of [said] *the* airports for transportation within or without the City of Chicago, provided, however, that this provision shall not apply where the person at [said] *the* airports desiring other taxicab service has personally or through his agent previously by letter, telegram or telephone specifically engaged a suburban taxicab to transport him to any of the suburbs of the City of Chicago.

Nothing herein contained shall be construed to prohibit any public passenger vehicle from entering [said] *those* airports to discharge passengers previously accepted outside the City of Chicago for that purpose.

The taxicab rates of maximum fares from [said] *those* airports to the towns, villages, municipalities or unincorporated areas herein listed shall be those set forth in Section 28-30 of the Municipal Code of Chicago *as amended from time to time* [which section, by reference, is made a part hereof]. The towns, villages, municipalities or unincorporated areas to which the foregoing taxicab rates shall apply are as follows:

Bedford Park	Evanston	Norridge
Blue Island	Evergreen Park	Oak Lawn
Burnham	Forest View	Oak Park
Calumet City	Harwood Heights	Park Ridge
Calumet Park	Hines Hospital	Riverdale
Cicero	Hometown	River Grove
Des Plaines	Lincolnwood	Rosemont

Dolton	Merrionette Park	Stickney
Elmwood Park	Niles	Summit

Transportation of any person or persons from [said] *those* airports to any suburb or unincorporated area not included in the foregoing list of towns, villages, municipalities or unincorporated areas shall be at the maximum meter fare as determined by the rates and charges set forth in Section 28-30 of the Municipal Code of Chicago plus an additional sum equal to fifty per cent (50%) of said maximum meter fare.

28-28.3 (a)[.] Taxicabs licensed under this chapter may operate jitney service as provided in this section. Jitney service is unscheduled service along a prescribed route, providing streets hail service to passengers along such route only at a flat fare (prescribed in Section 28-30) for each individual passenger; passengers may enter and depart the taxi at any point along the route. A taxi providing jitney service must travel the entire prescribed route, must prominently display a "jitney" sign in its front windshield, and must accept and discharge passengers at any place along the route (subject to traffic and safety restrictions) up to the maximum capacity allowed by ordinance. While providing jitney service, only the flat per-passenger fare may be charged and the taximeter may not be used for any part of the jitney route. Jitney service shall be allowed only on routes authorized by the Commissioner as provided below in subsection (b). It shall be unlawful for any person to operate a jitney service along any unauthorized route or without a permit issued pursuant to subsection (d) of this ordinance.

(b)[.] The Commissioner or any licensed cabman may initiate the procedures for authorizing jitney routes. The Commissioner shall hold a public hearing to determine whether the public convenience would best be served by the authorization of jitney service along any proposed route. Before such a hearing, the Commissioner shall give at least 45 days notice in writing to the Chicago Transit Authority and by publication to all licensed cabmen, and the hearing shall be scheduled within 60 days of application by any cabman to initiate procedures. During the 45 day notice period the Chicago Transit Authority may comment to the Commissioner and present evidence as to the effect of any proposed jitney route upon the Authority's service revenues, its then existing service or its plans for service adjustments. The Commissioner shall include the Authority's comments and evidence in the record of the public hearing and may request testimony by the Authority at the public hearing. Jitney service may not be authorized on any Chicago Transit Authority route without Chicago Transit Authority approval and if approved, may be authorized only during those days and hours the Chicago Transit Authority has approved.

(c)[.] With respect to any application for a jitney route and within 10 days after the public hearing, the Commissioner shall issue his findings as to whether the public convenience would best be served by the authorization of jitney service along that route. For every jitney route authorized hereunder, the Commissioner shall issue a street description of the route, including the end points for any single jitney trip, any time restrictions on such jitney service, and shall make such descriptions available to all licensed cabmen. Whenever the Commissioner determines not to authorize jitney service

along a proposed route or if the Chicago Transit Authority has failed to approve jitney service along a Chicago Transit Authority route, the Commissioner shall issue his determination in writing.

(d)[.] The Commissioner shall promulgate rules and regulations establishing the procedures for applying and the qualification for obtaining permission for any cabman to operate as a jitney along any authorized route.

(e)[.] The Commissioner shall from time to time review all authorized jitney routes and solicit comment from any interested persons as to whether the routes or any of them are serving the public convenience. The Commissioner may after notice and a public hearing as provided in subsection (b) revoke authorization for any jitney route.

28-30.

* * * * *

(c) * * * * *

II. C[c]onsider the testimony and other evidence from any licensee or chauffeur who may wish to testify in support of the requested increase.

28-30.1. * * * * *

In addition to the foregoing reports, each cabman shall within thirty days after the six months' period ended December 31 and within thirty days after the six months' period ended June 30 of each year file a sworn statement with the Commissioner showing his gross [fares collected] *revenues* and his operating expenses for the six months immediately preceding [said] *those* dates.

28-32. Any person violating any provisions of this chapter for which a penalty is not otherwise provided shall be fined no less than \$100.00 nor more than \$200.00 for the first offense, not less than \$200.00 nor more than \$300.00 for the second offense during the same calendar year, and [to] no less than \$300.00 nor more than \$500.00 for the third and succeeding offenses during the same calendar year, and each day that such violation shall continue shall be deemed a separate and distinct offense. *In addition, when any one vehicle is involved in more than five violations of this Chapter or the rules and regulations relating thereto within a twelve month period, the license for that vehicle shall be revoked.*

SECTION 3. This ordinance shall take effect upon passage, except for §28- 5.1(b)4, which shall take effect January 1, 1989.

**COMMITTEE ON POLICE, FIRE AND
MUNICIPAL INSTITUTIONS.**

AMENDMENT OF MUNICIPAL CODE CHAPTER 25, SECTION 25-37
CONCERNING REDUCTION IN MAXIMUM AGE FOR
EMPLOYMENT OF CERTAIN MEMBERS OF
POLICE AND FIRE DEPARTMENTS.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, December 29, 1987.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions, meeting held on December 29, 1987, having had under consideration a substitute ordinance amending Chapter 25-37 of the Municipal Code of Chicago to reduce the maximum age for legal employment of sworn members of the Police Department and members of the uniformed service of the Fire Department in the classified career service of the City, (which was referred on December 9, 1987) begs leave to recommend that Your Honorable Body *Pass* the said proposed substitute ordinance, which is transmitted herewith.

This recommendation was concurred in by ten (10) members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) WILLIAM M. BEAVERS,
Chairman.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Chapter 25, Section 37 of the Municipal Code is hereby amended by deleting the language bracketed and adding the language in italics as follows:

25-37. The age of [seventy] *sixty-three* years shall be the maximum age for legal employment of sworn members of the Police Department and members of the uniformed service of the Fire Department [in the classified career service of the City]. Every sworn member[s] of the Police Department and every member of the uniformed service of the Fire Department [in the classified career service of the City] who has attained the age of [seventy] *sixty-three* years *prior to December 31, 1993*, shall forthwith and immediately be retired from service. [No sworn member of the Police Department or member of the uniformed service of the Fire Department shall be subject to mandatory retirement based on age before attaining the age of seventy, except where

the Commissioner of Personnel, in conjunction with the Fire Commissioner or the Police Superintendent and after consultation with members of the City Council Committee on Police, Fire and Municipal Institutions and the City Council Committee on Administration, Reorganization and Personnel, determines for a particular title or classification that age is a bona fide occupational qualification reasonably necessary to the normal operation of the Department in which the individual is employed. Nothing in this Section shall preclude the Departments of Police and Fire from maintaining, revising, or establishing additional performance standards, based on factors other than age, for all sworn members of the Police Department and all members of the uniformed service of the Fire Department, which standards must be met in order for sworn members of the Police Department and members of the uniformed service of the Fire Department to remain in the active service of these Departments, the health, welfare, and safety of the public requiring the same.]

[SECTION 2. Within six (6) months of the effective date of this ordinance, the Commissioner of Personnel shall make a report to the City Council with regard to the implementation of this ordinance. The report shall include information concerning personnel actions taken by reason of this ordinance, guidelines established, and other developments which result or are expected to result from the passage of this ordinance.]

[SECTION 3. If any provision, clause, sentence, paragraph, or part of this ordinance, or application thereof to any person, public agency, or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, public agencies or circumstances, but shall be confined in its operation to the provisions, clause, sentence, paragraph, section, part thereof, or circumstances directly involved in the controversy in which such judgment shall have been rendered and to the person, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, part thereof or application thereof not been included.]

[SECTION 4. This ordinance shall be effective from and after its passage and publication.]

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication.

Alderman Burke presented the following amendment to the foregoing proposed substitute ordinance:

"SECTION 2. This ordinance shall not apply to any member of the uniformed service of the Police Department who returned to the Department after having resigned or retired during the time that the maximum age for legal employment with the Department was seventy (70) years of age."

On motion of Alderman Burke, the foregoing proposed amendment was passed by a viva voce vote.

Thereupon, on motion of Alderman Beavers, the foregoing proposed substitute ordinance, as amended, was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schuler, Osterman, Orr -- 41.

Nays -- None.

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

The following is said amended ordinance as passed:

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

SECTION 1. Chapter 25, Section 37 of the Municipal Code is hereby amended by deleting the language bracketed and adding the language in italics as follows:

25-37. The age of [seventy] *sixty-three* years shall be the maximum age for legal employment of sworn members of the Police Department and members of the uniformed service of the Fire Department [in the classified career service of the City]. Every sworn member[s] of the Police Department and every member of the uniformed service of the Fire Department [in the classified career service of the City] who has attained the age of [seventy] *sixty-three* years *prior to December 31, 1993*, shall forthwith and immediately be retired from service. [No sworn member of the Police Department or member of the uniformed service of the Fire Department shall be subject to mandatory retirement based on age before attaining the age of seventy, except where the Commissioner of Personnel, in conjunction with the Fire Commissioner or the Police Superintendent and after consultation with members of the City Council Committee on Police, Fire and Municipal Institutions and the City Council Committee on Administration, Reorganization and Personnel, determines for a particular title or classification that age is a bona fide occupational qualification reasonably necessary to the normal operation of the Department in which the individual is employed. Nothing in this Section shall preclude the Departments of Police and Fire from maintaining, revising, or establishing additional performance standards, based on factors other than age, for all sworn members of the Police Department and all members of the uniformed service of the Fire Department, which standards must be met in order for sworn members of the Police Department and members of the uniformed service of the Fire Department to remain in the active service of these Departments, the health, welfare, and safety of the public requiring the same.]

[SECTION 2. Within six (6) months of the effective date of this ordinance, the Commissioner of Personnel shall make a report to the City Council with regard to the implementation of this ordinance. The report shall include information concerning personnel actions taken by reason of this ordinance, guidelines established, and other developments which result or are expected to result from the passage of this ordinance.]

SECTION 2. This ordinance shall not apply to any member of the uniformed service of the Police Department who returned to the Department after having resigned or retired during the time that the maximum age for legal employment with the Department was seventy (70) years of age.

[SECTION 3. If any provision, clause, sentence, paragraph, or part of this ordinance, or application thereof to any person, public agency, or circumstance, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance and the application of such provision to other persons, public agencies or circumstances, but shall be confined in its operation to the provisions, clause, sentence, paragraph, section, part thereof, or circumstances directly involved in the controversy in which such judgment shall have been rendered and to the person, public agency, or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section, part thereof or application thereof not been included.]

[SECTION 4. This ordinance shall be effective from and after its passage and publication.]

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONES AT ALL
TIMES AT SUNDRY LOCATIONS.

Alderman Roti (1st Ward) presented two proposed ordinances to establish loading zones at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Location	Distance
West Jackson Boulevard (North side)	From a point 85 feet east of South Sangamon Street, to a point 38 feet east thereof--no exceptions;
East 13th Street (South side)	From a point 37 feet west of South Michigan Avenue, to a point 120 feet west thereof--no exceptions.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONE ON PORTION OF WEST
MELROSE AVENUE.

Alderman Kotlarz (35th Ward) presented a proposed order to establish a residential permit parking zone on both sides of West Melrose Avenue from 3451 and 3452 to North Drake Avenue from 9:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROHIBITION OF PARKING AT ALL
TIMES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
TILLMAN (3rd Ward)	South Princeton Avenue, at 5920 (except for handicapped);

Alderman	Location And Distance
<i>MADRZYK</i> (13th Ward)	West 61st Street, at 3443 (except for handicapped);
<i>FIGUEROA</i> (31st Ward)	North Central Park Avenue, at 1826 (except for handicapped); West Division Street, at 3814 (except for handicapped);
<i>KOTLARZ</i> (35th Ward)	North Lawndale Avenue, at 4153 (except for handicapped);
<i>BANKS</i> (36th Ward)	North Luna Avenue, at 3046 (except for handicapped).

Referred-- ESTABLISHMENT OF TOW AWAY ZONES AT
ALL TIMES AT SPECIFIED LOCATIONS.

Alderman Roti (1st Ward) presented two proposed ordinances to establish tow away zones at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Location	Distance
North Wells Street (East side)	From West Madison Street to South Calhoun Place--no exceptions;
West Cabrini Street (North side)	From a point 20 feet east of South Clinton Street, to a point 250 feet east thereof--no exceptions.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented five proposed claims against the City of Chicago for the claimants named as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
MADRZYK (13th Ward)	William J. Bloch;
GABINSKI (32nd Ward)	George Raczkiewicz;
KOTLARZ (35th Ward)	Belle Plaine Condominium Association;
CULLERTON for LAURINO (39th Ward)	Mrs. Marion Lathrup;
STONE (50th Ward)	Rogelio R. Zaide.

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 -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF
NORTH COLUMBUS DRIVE IN CONJUNCTION WITH
CHICAGO DENTAL SOCIETY'S ANNUAL
CONFERENCE AND TRADE SHOW.

A proposed order directing the Commissioner of Public Works to grant permission to the Hyatt Regency Chicago/Hyatt Corporation to close to traffic the west half of lower (ground level) North Columbus Drive, from the south property line of lower South Wacker Drive to the north property line of lower South Water Street during the period extending from February 17 through March 5, 1988, in conjunction with the Chicago Dental Society's Annual Conference and Trade Show, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE
OF EXISTING CANOPY AT 327 SOUTH
FRANKLIN STREET.

Also, a proposed order directing the City Comptroller to issue a permit to A & G Restaurant for the maintenance and use of an existing canopy attached to the building or structure at 327 South Franklin Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN T. EVANS (4th Ward):

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT 5100 SOUTH
CORNELL AVENUE.

A proposed order directing the City Comptroller to issue a permit to American National Bank and Trust Company of Chicago, as trustee under Trust 66746, for the construction, maintenance and use of a canopy to be attached to the building or structure at 5100 South Cornell Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN SHAW (9th Ward):

Referred -- CITY COUNCIL COMMITTEE ON FINANCE AND
DEPARTMENT OF REVENUE URGED TO AUDIT ALL
DELEGATE AGENCIES RECEIVING
COMMUNITY DEVELOPMENT
FUNDS SINCE 1985.

A proposed ordinance urging the City Council Committee on Finance and the Department of Revenue to jointly audit all delegate agencies which had received Community Development funds since 1985, including an investigation of possible misappropriation of funds and falsification of official city reporting records or payroll records.

Alderman Shaw moved to suspend the rules temporarily to permit immediate consideration of and action upon the said proposed ordinance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Roti, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Jones, Krystyniak, Soliz, Butler, Hagopian, Gabinski, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Eisendrath, Levar, Schulter, Osterman -- 23.

Nays -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Streeter, J. Evans, Garcia, Gutierrez, Smith, Davis, Figueroa, Giles, Natarus, Shiller, Orr -- 18.

Thereupon, two committees having been called, the Committee on Committees, Rules and Ethics and the Committee on the Budget and Government Operations, said proposed ordinance was *Referred to the Committee on Committees, Rules and Ethics.*

Referred -- PROPOSED CORRECTIONS OF OR REVISIONS TO
1988 ANNUAL APPROPRIATION ORDINANCE.

Also, a proposed amendment submitting four corrections of or revisions to the 1988 Annual Appropriation Ordinance, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED REVEREND ARNOLD O. PIERSON
AND ENTIRE CONGREGATION OF EBENEZER LUTHERAN
CHURCH ON 95TH ANNIVERSARY OF
CHURCH'S FOUNDING.

A proposed resolution reading as follows:

WHEREAS, Ebenezer Lutheran Church was founded on January 22, 1892, by a small group of Swedish Lutherans, who had arrived in America during the 1870's and early 1880's and settled in the Summerdale and Edgewater district; and

WHEREAS, This small group totaled 17 adults and 16 children; and

WHEREAS, Ebenezer means "Hitherto Hath the Lord Helped Us"; and

WHEREAS, The church started at a store front at Summerdale and Ashland and a church was built later, January 2, 1898, at Winnemac and East Ravenswood Park; and

WHEREAS, On Memorial Day, 1904, ground was broken for the Ebenezer Lutheran Church as it stands today at 1650 West Foster Avenue; and

WHEREAS, The Reverend Arnold O. Pierson is currently the Pastor of the Ebenezer Lutheran Church; and

WHEREAS, The church is celebrating its 95th Anniversary on November 29, 1987; and

WHEREAS, The church will be rededicated on that day by The Reverend Dr. Paul Erickson, Bishop of the Illinois Synod, Lutheran Church in America; and

WHEREAS, The rededication is taking place because the Ebenezer Lutheran Church has recently had a major renovation of their sanctuary; now, therefore,

Be It Resolved, That the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 30th day of December, A.D., 1987, do hereby offer our heartiest congratulations and best wishes to The Reverend Arnold O. Pierson and the entire congregation of the Ebenezer Lutheran Church on its 95th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the Ebenezer Lutheran Church.

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

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Krystyniak, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Kotlarz, Banks, Giles, Cullerton, O'Connor, Pucinski, Natarus, Eisendrath, Levar, Shiller, Schulter, Osterman, Orr -- 41.

Nays -- None.

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

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANT OF PRIVILEGE TO AMERICAN MEDICAL
ASSOCIATION FOR SUBSURFACE VAULTS.

A proposed ordinance to grant permission and authority to American Medical Association for the maintenance and use of two subsurface vaults currently attached to the premises at 535 North Dearborn Street at the basement level, which was *Referred to the Committee on Streets and Alleys*.

*Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTIONS
OF SPECIFIED STREETS FOR SUNDRY EVENTS.*

Also, two proposed orders directing the Commissioner of Public Works to grant permission to the individuals listed below to close to traffic specified streets for the purposes mentioned, which were *Referred to the Committee on Beautification and Recreation*, as follows:

Ms. Renee M. Abrams of Fusion International--to close to traffic West Superior Street, between North Franklin Street and North Wells Street, and to erect a tent, on June 21, 1988, for the Plastic Convention; and

Mr. Peter V. Pappas of Ireland's Restaurant--to close to traffic West Illinois Street, between North LaSalle Street and the Chicago Transit Authority terminal for a Saint Patrick's Day Fest, and to erect a tent, during March 14--18, 1988.

*Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SUNDRY LOCATIONS.*

Also, four proposed orders directing the City Comptroller to issue permits to the applicants listed below for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Hammacher Schelmmmer Company, Incorporated--three canopies at 618 North Michigan Avenue;

Plitt Theatres, doing business as Chestnut Station Theatres--one canopy at 830 North Clark Street;

The Vault Corporation--one canopy at 947 North Rush Street; and

Women's Athletic Club of Chicago--one canopy at 116--122 East Ontario Street.

*Referred -- ISSUANCE OF PERMIT FOR INSTALLATION
OF PLANTERS IN FRONT OF 55 EAST
SUPERIOR STREET.*

Also, a proposed order directing the Commissioner of Public Works to issue the necessary permit to Concrete Products, Incorporated, for the installation of two planters in front of 55 East Superior Street, subject to approval of plans and liability conditions, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN EISENDRATH (43rd Ward):

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE
OF EXISTING CANOPIES AT SPECIFIED
LOCATIONS.

Two proposed orders directing the City Comptroller to issue permits to the applicants listed below for the maintenance and use of existing canopies attached to the buildings or structures specified, which were *Referred to the Committee on Streets and Alleys*, as follows:

Dee's Restaurant--three canopies at 1114 West Armitage Avenue; and

La Canasta, Incorporated--one canopy at 1007 West Armitage Avenue.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- ISSUANCE OF PERMIT FOR MAINTENANCE OF
EXISTING CANOPY AT 4858 NORTH CLARK STREET.

A proposed order directing the City Comptroller to issue a permit to Veterans Foundation, Incorporated, for the maintenance and use of an existing canopy attached to the building or structure at 4858 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

Presented By

ALDERMAN ORR (49th Ward):

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 104,
SECTION 104-2 BY EXEMPTING CERTAIN LIVE
THEATRE PERFORMANCES FROM CHICAGO
AMUSEMENT TAX, ET CETERA.

A proposed ordinance to amend Chapter 104, Section 104-2 of the Municipal Code by exempting live theatre performances from the tax imposed therein regardless of seating capacity, by eliminating all reference to the non-applicability of tax upon live performances to the extent of twenty percent of the admission fee, and finally by including the production "or presentation" of live theatre within the definition of a professional theatre company, which was *Referred to the Committee on Finance*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPIES AT 7121 NORTH
CLARK STREET.

Also, a proposed order directing the City Comptroller to issue a permit to Marbell, Incorporated, doing business as Sherlock's Home, for the construction, maintenance and use of three canopies to be attached to the building or structure at 7121 North Clark Street, which was *Referred to the Committee on Streets and Alleys*.

5. *FREE PERMITS. LICENSE FEE EXEMPTION. CANCELLATION
OF WARRANT FOR COLLECTION, AND WATER RATE
EXEMPTION, ET CETERA.*

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 SMITH (28th Ward):

Catholic Archdiocese/Saint Mel Church, 22 North Kildare Avenue--for electrical installations.

BY ALDERMAN BANKS (36th Ward):

Saint Francis Borgia School, 3535 North Panama Avenue--for electrical installations.

BY ALDERMAN OSTERMAN (48th Ward):

Church of the Atonement, 5749 North Kenmore Avenue--for electrical work.

LICENSE FEE EXEMPTION:

BY ALDERMAN SMITH (28th Ward):

Bethany Hospital/Evangelical Health System, 3435 West Van Buren Street.

CANCELLATION OF WARRANT FOR COLLECTION:

BY ALDERMAN FARY (12th Ward):

Misericordia Home, 2926 West 47th Street--annual driveway maintenance and inspection fee.

WATER RATE EXEMPTION:

BY ALDERMAN KRYSTYNIAK (23rd Ward):

Fraternal Order of Eagles, 3711 West 55th Street.

WAIVER OF FEE:

BY ALDERMAN BANKS (36th Ward):

Saint Francis Borgia School, 3535 North Panama Avenue--electrical inspection fee.

**APPROVAL OF JOURNAL OF
PROCEEDINGS.**

JOURNAL (December 29, 1987).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on December 29, 1987 at 10:00 A.M., signed by him as such City Clerk.

Alderman T. Evans moved to *Correct* said printed Official Journal as follows:

Page 9013--by inserting the words "received prior to February 1, 1988" to constitute the last line in the column entitled Department and Item.

The motion to correct *Prevailed*.

Thereupon, Alderman T. Evans moved to approve said printed Official Journal as corrected and to dispense with the reading thereof. The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Kotlarz, Banks, Giles, O'Connor, Pucinski, Natarus, Eisendrath, Shiller, Schulter, Osterman, Orr -- 32.

Nays -- Aldermen Huels, Madrzyk, Burke, Krystyniak, Hagopian, Gabinski, Cullerton, Levar -- 8.

Alderman Madrzyk moved for a verification of the foregoing roll call vote.

The clerk re-called the roll and the motion to *Approve Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Kotlarz, Giles, O'Connor, Pucinski, Natarus, Eisendrath, Shiller, Schuler, Osterman, Orr -- 30.

Nays -- Aldermen Huels, Fary, Madrzyk, Burke, Krystyniak, Hagopian, Gabinski, Banks, Levar -- 9.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

Alderman Burke moved to correct the printed Official Journal of the regular meeting held on Wednesday, December 23, 1987.

Alderman T. Evans raised a point of order, stating that Alderman Burke's motion to correct the Journal was not submitted in the proper form and further holding that the proposed correction did not correspond to the Journal page cited in Alderman Burke's motion.

The Chair ruled the point of order *Well Taken*.

Alderman Burke moved to appeal the ruling of the Chair.

The Chair then stated "Shall the ruling of the Chair be sustained?"

Thereupon, the ruling of the Chair was *Sustained* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Streeter, Jones, J. Evans, Garcia, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Giles, Natarus, Eisendrath, Shiller, Orr -- 25.

Nays -- Aldermen Roti, Huels, Fary, Madrzyk, Burke, Krystyniak, Hagopian, Gabinski, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Levar, Schalter, Osterman -- 16.

Adjournment.

Thereupon, Alderman T. Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, January 13, 1988, at 10:00 A.M., in the Council Chamber in City Hall pursuant to Chapter 4, Section 4-1 of the Municipal Code of Chicago.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.