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

Regular Meeting--Wednesday, September 14, 1988

at 10:00 A. M.

(Council Chamber--City Hall/ Assembly Hall--State of Illinois Center--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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone.

Absent -- Alderman Vrdolyak.

Call To Order.

On Wednesday, September 14, 1988, at 10:06 A.M. (the hour appointed for the meeting was 10:00 A.M.) in the absence of The Honorable Eugene Sawyer, Acting Mayor, Alderman Juan Soliz, President Pro Tempore assumed the Chair and called the City Council to order. Alderman Natarus moved that the City Council do *Recess* until 10:45 A.M. to meet in the Assembly Hall at the State of Illinois Center. The motion *Prevailed*.

Recess Taken.

At the conclusion of the recess, The Honorable Eugene Sawyer, Acting Mayor, called the City Council to order in the Assembly Hall at the State of Illinois Center. The Honorable Walter S. Kozubowski, City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Quorum present.

Invocation.

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

CONGRATULATIONS EXTENDED JUNIOR LIFEGUARD SQUAD
ON THEIR ACHIEVEMENTS IN UNITED STATES
LIFESAVING ASSOCIATION JUNIOR
NATIONAL CHAMPIONSHIPS.

The Honorable Eugene Sawyer, Acting Mayor, on behalf of himself and all the members of the City Council, presented the following proposed resolution:

WHEREAS, The Chicago Park District has had a Junior Lifeguard Program for many years; and

WHEREAS, The last 10 years they have seen concentration on Junior Lifeguard outdoor competition for the summer season; and

WHEREAS, They have since joined the United States' Lifesaving Association; and

WHEREAS, This is the second year that Chicago has sent Junior Lifeguards to compete in a national competition; and

WHEREAS, The 40th Ward Regular Democratic Organization, in cooperation with Joseph Pecoraro, General Supervisor of Chicago's beaches and pools, has been a sponsor of one of the largest Junior League programs in the city since 1983; and

WHEREAS, The Junior Lifeguards have been No. 1 in participation each year since 1983, and they have also won the competition the last four consecutive years; and

WHEREAS, This year, through the help of the 40th Ward Regular Democratic Organization, businesses in the 40th Ward community and parents of the Junior Lifeguards, Chicago was able to bring 18 Junior Lifeguards to Cape May, New Jersey for the National Junior Lifeguard games. The 18 member squad captured an event high seven first-place finishes and earned 24 additional top five finishes overall to highlight the U.S.L.A. Junior National Championships; and

WHEREAS, The members of the squad were: Jonathan Jensen, James Jensen, Graham Crowe, Todd Kleist, Erin Kleist, Steve Thomaszewski, Katie Dooley, Katie Reid, Tina Minarik, Kathleen White, Steven Kadolph, Ali Christian, John O'Shaughnessy,

Trish Daly, Renee Daly, Joanna Green, Chris Pedersen and Maria Montalbano; now, therefore,

Be It Resolved, That we, the Acting Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 14th day of September, A.D., 1988, do hereby offer our heartiest congratulations to the 18 member Junior Lifeguard squad on their outstanding achievement in the U.S.L.A. Junior National Championships; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to each Junior Lifeguard and to the Chicago Park District Beach and Pool Unit.

Alderman O'Connor moved to *Suspend the Rules Temporarily* for the immediate consideration of and action upon the foregoing proposed resolution. The motion *Prevailed*.

On motion of Alderman O'Connor, seconded by Alderman Davis, the foregoing proposed resolution was *Adopted* unanimously, by a viva voce vote.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

***Referred* -- APPOINTMENT OF MR. J. PAUL BROWNRIDGE AS DIRECTOR OF REVENUE.**

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed J. Paul Brownridge as Director of Revenue.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF DR. HOWARD STANDBACK
AS COMMISSIONER OF AVIATION.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Howard Standback, Ph.D., as Commissioner of Aviation.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. MARGARET M. KOZAK
AS DIRECTOR OF MANAGEMENT INFORMATION
SYSTEMS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on the Budget and Government Operations:*

9/14/88

COMMUNICATIONS, ETC.

17063

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Margaret M. Kozak as Director of Management Information Systems.

Your favorable consideration of this appointment will be appreciated.

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

Referred -- APPOINTMENT OF MS. BRENETTA BUSH AS MEMBER OF
BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT NUMBER 508.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, at the request of two aldermen present (under the provisions of Council Rule 43), *Referred to the Committee on Education:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I hereby appoint Brenetta Bush as a member of the Board of Trustees of Community College District No. 508 for a term ending June 30, 1989, replacing Nelvia Brady.

Your favorable consideration of this appointment will be appreciated.

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

Placed On File -- APPOINTMENT OF MR. WENDELL J. CAMPBELL
AS MEMBER OF COMMITTEE ON STANDARDS
AND TESTS.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication,
which was *Placed on File*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I have appointed Wendell J. Campbell as a member of
the Committee on Standards and Tests.

I submit this communication for your information.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 173.1
RELATING TO STATE STREET MALL VENDORS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

9/14/88

COMMUNICATIONS, ETC.

17065

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance amending Chapter 173.1 of the Municipal Code of Chicago, relating to State Street Mall vendors.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.6 BY
MAKING PRODUCTS OF PHOTO PROCESSING SUBJECT
TO CITY TAX.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending Chapter 200.6 of the Municipal Code of Chicago, the Chicago Sales Tax Ordinance, in order to adopt the definition of tangible personal property used in the Illinois Use Tax Act, thus, making the products of photo processing subject to City tax.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 200.2
BY MODIFYING DEFINITION OF HOTEL
ACCOMMODATIONS.

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

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

LADIES AND GENTLEMEN -- At the request of the Acting Director of Revenue, I transmit herewith a proposed ordinance amending Chapter 200.2 of the Municipal Code of Chicago to modify the definition of hotel accommodations.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF BUSINESS DEVELOPMENT AND
ILLINOIS FIXED RATE LOANS FOR L.S.L.
INDUSTRIES, INCORPORATED.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the execution of a \$184,000 Business Development Loan and a \$100,000 Illinois Fixed Rate Loan for L.S.L. Industries, Inc.

Your favorable consideration of this ordinance will be greatly appreciated.

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

Referred -- REPEAL OF ORDINANCES RELATING TO PROVISION
OF WATER FOR CERTAIN PARKS AND PARK
FACILITIES.

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

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Water, I transmit herewith an ordinance repealing five ordinances relating to the provision of water to certain parks and park facilities.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF SECOND AMENDMENT TO WATER
SUPPLY CONTRACT WITH JUSTICE-WILLOW SPRINGS
WATER COMMISSION.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the execution of a second amendment to the existing Water Supply Contract with the Justice-Willow Springs Water Commission.

Your favorable consideration of the ordinance will be appreciated.

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

Referred -- EXECUTION OF WATER SUPPLY CONTRACT WITH
VILLAGE OF MORTON GROVE.

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*:

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COMMUNICATIONS, ETC.

17069

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Water, I transmit herewith an ordinance authorizing the execution of a Water Supply Contract with the Village of Morton Grove, subject to the approval of the Commissioner of Water.

Your favorable consideration of the ordinance will be appreciated.

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

Referred -- EXECUTION OF GRANT AGREEMENT WITH ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR TRAFFIC
CONTROL TECHNICIAN SPECIALIST
TRAINING PROGRAM.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Acting Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing execution of a grant agreement with Illinois Department of Transportation for a traffic control technician specialist training program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF GRANT AGREEMENT WITH ILLINOIS
CRIMINAL JUSTICE INFORMATION AUTHORITY FOR
POLICE DEPARTMENT'S SEX MOTIVATED
ARREST RETRIEVAL TERMINAL
PROGRAM.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing execution of a grant agreement with the Illinois Criminal Justice Information Authority for the Police Department's Sex Motivated Arrest Retrieval Terminal program.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF GRANT AGREEMENT WITH ILLINOIS
HISTORIC PRESERVATION AGENCY FOR DEVELOPMENT
OF CHICAGO PARK DISTRICT MODEL
PRESERVATION PLAN.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commission on Chicago Landmarks, I transmit herewith an ordinance authorizing execution of a grant agreement with the Illinois Historic Preservation Agency for the development of a model preservation plan for Chicago parks.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF GRANT AGREEMENT WITH ILLINOIS
HISTORIC PRESERVATION AGENCY FOR CHICAGO
HISTORIC RESOURCES SURVEY.

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

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commission on Chicago Landmarks, I transmit herewith an ordinance authorizing execution of a grant agreement with the Illinois Historic Preservation Agency for the Chicago Historic Resources Survey.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
AND COUNTY OF COOK FOR PAYMENT OF CITY'S
1989 CONTRIBUTION TO CHICAGO TRANSIT
AUTHORITY.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1988.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing the allocation of \$3,000,000 in Motor Fuel Tax Funds to the Chicago Transit Authority, as the City of Chicago's annual operating grant to the Chicago Transit Authority, as required by the Regional transportation Authority Act. The ordinance also authorizes execution of an agreement with the County of Cook, whereby the City will grant \$3,000,000 and the County will grant \$2,000,000 to the Chicago Transit Authority for the year 1989.

9/14/88

COMMUNICATIONS, ETC.

17073

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AMENDMENT NUMBER FOUR TO LAWNDALE
CONSERVATION PLAN.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving Amendment No. 4 to the Lawndale Conservation Plan. This amendment changes the land use of the block bounded by West 12th Place on the north, South Homan Avenue on the east, West 13th Place on the south and South St. Louis Street on the west from "School Site" to "Residential".

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at a regular meeting held on August 16, 1988, approving this amendment.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- PROJECT 47TH-LAKE PARK DESIGNATED AS
VACANT AND BLIGHTED AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the Designation Report for Project 47th-Lake Park. This Designation is located approximately at 44th Street, I.C.G. tracks, 47th Street and Greenwood.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal Board at an adjourned regular meeting held on the 26th day of April, 1988, authorizing the Commissioner to request City Council approval of the ordinance referred to above.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- ACQUISITION OF PROPERTY LOCATED AT WEST
51ST STREET AND SOUTH PULASKI ROAD FOR
STREET INTERSECTION IMPROVEMENT.

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Public Works, I transmit herewith an ordinance approving the acquisition of property located at the northwest corner of West 51st Street and Pulaski Road (Parcel 1).

Your favorable consideration of this ordinance will be appreciated.

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

*Referred -- EXECUTION OF EASEMENT GRANT WITH DEARBORN
PARK CORPORATION IN CONNECTION WITH HOWARD-DAN
RYAN TRANSIT PROJECT.*

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication, which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Land Acquisition, Disposition and Leases:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Public Works, I transmit herewith an ordinance authorizing the execution of an Easement Grant between the City of Chicago and Dearborn Park Corporation. The easement will be used by the City of Chicago in connection with the Howard-Dan Ryan Transit Project.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF TELECOMMUNICATIONS USE
AGREEMENT WITH DIGI-NET COMMUNICATIONS,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of General Services, I transmit herewith, an ordinance authorizing the execution of a Telecommunications Use Agreement with Digi-Net Communications, Inc., which Agreement would authorize Digi-Net Communications, Inc. to construct, install, maintain and operate a telecommunications system consisting primarily of fiber optic facilities in the public way of the City and repeal an existing authorization for such purposes upon execution of such Agreement.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF TELECOMMUNICATIONS USE
AGREEMENT WITH MERRILL LYNCH TELEPORT
TECHNOLOGIES, INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 14, 1988.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of General Services, I transmit herewith an ordinance authorizing the execution of a Telecommunications Use Agreement with Merrill Lynch Teleport Technologies, Inc., which Agreement would authorize Merrill Lynch Teleport Technologies, Inc. to construct, install, maintain and operate a telecommunications system consisting primarily of fiber optic facilities in the public way of the City.

Your favorable consideration of this ordinance will be appreciated.

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

*Rules Suspended -- UNITED STATES SENATE MEMORIALIZED
TO DELETE AMENDMENT EXCLUDING WORKERS IN
PUERTO RICO FROM MINIMUM HOURLY
WAGE INCREASE.*

The Honorable Eugene Sawyer, Acting Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

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

LADIES AND GENTLEMEN -- I transmit herewith a resolution memorializing the United States Senate to strike an amendment in proposed legislation excluding workers in Puerto Rico from increases in the minimum hourly wage.

Your favorable consideration of this resolution will be appreciated.

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

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

Alderman Gutierrez then moved to *Adopt* the said proposed resolution. The motion *Prevailed* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States of America is a nation built on the premise of equal protection for all its citizens; and

WHEREAS, Citizens of the Commonwealth of Puerto Rico are citizens of the United States; and

WHEREAS, The United States Congress is currently considering two bills HR 1834 and S 837, to increase the minimum hourly wage payable to workers; and

WHEREAS, S 837 includes a clause that would exempt employers from paying any increase in the minimum hourly wage to workers in Puerto Rico; and

WHEREAS, The Honorable Baltasar Corrada Del Rio, Mayor of San Juan, Puerto Rico, has publicly affirmed legislation enacted in 1977 to require equal treatment for workers in Puerto Rico; and

WHEREAS, Senator Paul Simon of Illinois has introduced an amendment to strike from S 837 the clause excluding workers in Puerto Rico from increases in the minimum hourly wage; and

WHEREAS, The City of Chicago believes that equal protection under the law is a cornerstone of our nation, and that the rights of all United States citizens must be protected; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do this 14th day of September, 1988, support the efforts of Senator Paul Simon to remove from S 837 the exclusionary clause relating to workers in Puerto Rico; and

Be It Further Resolved, That the United States Senate is hereby memorialized to adopt Senator Simon's amendment to S 837, in order to protect the equal rights of all American workers; and

Be It Further Resolved, That the City Clerk prepare certified copies of this resolution and present the same to the Clerk of United States Senate.

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

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

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

The following communications from Mr. William J. Gouwens, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under dates of July 29 and September 1, 1988, which read as follows:

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

Calculation of fuel adjustment charge for bills issued in August, 1988 related to Rider No. 20.

Statement of Activity in Conservation Account for the period ended June 30, 1988 related to Rider No. 21.

Calculation of Conservation Program charge for bills issued in August, 1988 related to Rider No. 21.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month ended June, 1988).

Commonwealth Edison Company Report to Stockholders for six months ended June 30, 1988, dated August 1, 1988."

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

Calculation of fuel adjustment charge for bills issued in September, 1988 related to Rider No. 20.

Calculation of Conservation Program charge for bills issued in September, 1988 related to Rider No. 21.

Monthly Electric Utility Sales and Revenue Report to Federal Energy Regulatory Commission (F.E.R.C. Form No. EIA-826), for the month ended July, 1988).

Commonwealth Edison Company's Quarterly Report to Securities and Exchange Commission (Form 10-Q) for quarter ended June 30, 1988."

Placed On File -- EXECUTIVE ORDER 88-2 ESTABLISHING
SCHOOL REFORM AUTHORITY.

Also, a communication from Acting Mayor Eugene Sawyer transmitting Executive order 88-2 establishing the School Reform Authority, which was *Placed on File*.

Placed On File -- APPROVAL BY CHICAGO PLAN COMMISSION AND
DEPARTMENT OF PLANNING OF CERTAIN
PROPOSALS.

Also, copies of resolutions adopted by the Chicago Plan Commission of July 14, 1988 and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department Of General Services, Real Estate Division.**Disposition Of Vacant City-Owned Property.*

Referral Number	Address
88-084-02	865 North Sedgwick Street
88-105-02	2036 West LeMoyne Avenue
88-106-02	1308 North Leavitt Avenue
88-107-02	1064 North Marshfield Avenue
88-108-02	1657--1659 West Erie Street
88-109-02	2106--2108 West Erie Street
88-110-02	1214 South Ashland Avenue
88-111-02	1220--1222 South Lawndale Avenue
88-112-02	28 West 18th Street
88-113-02	3039 South Canal Street
88-114-02	3842 South Lake Park Avenue
88-115-02	3852 South Lake Park Avenue

*Department Of General Services, Real Estate Division.**Disposition Of Vacant City-Owned Property.*

Referral Number	Address
88-116-02	4724 South Union Avenue
88-117-02	5933 South Racine Avenue
88-118-02	10602 South Church Street

Referral Number

Address

88-119-02

1627--1633 South Miller Street

88-120-02

4100--4102 North Damen Avenue and
2000--2010 West Belle Plaine Avenue.

Placed On File -- RECOMMENDATIONS BY COMMISSIONER
OF DEPARTMENT OF PLANNING AND ZONING
ADMINISTRATOR.

Also, a communication signed by Ms. Elizabeth Hollander, Commissioner of Planning, under date of July 27, 1988, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held July 26, 1988, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which were *Placed on File*.

Placed On File -- QUARTERLY REPORT FROM BOARD OF
OFFICE OF MUNICIPAL INVESTIGATION.

Also, a report filed in the Office of the City Clerk, submitted by Mr. Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended June 30, 1988, which was *Placed on File*.

Placed On File -- CERTIFICATION AS TO AMOUNT OF
ASSESSMENTS FOR NEW STREET IMPROVEMENT
PROGRAM AT SPECIFIED LOCATIONS.

Also, communications from Mr. Louis Koncza, City Engineer, Department of Public Works, addressed to the City Clerk under date of July 29, 1988, transmitting certified copies of

assessment amounts for the New Street Improvement Program in accordance with Chapter 200.4-4 of the Municipal Code, which were *Placed on File*.

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL
SERVICES FOR MONTHS OF JULY AND AUGUST, 1988.

The City Clerk transmitted the following reports received from Mr. Ronald D. Picur, City Comptroller, which were *Placed on File* and ordered published:

[Voucher payments printed on pages 17084 and 17085 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

July 29, 1988.

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on July 29, 1988, 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 August 22, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on July 29, 1988, 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.

August 29, 1988.

(Special Meeting).

The City Clerk informed the City Council that the call for the special meeting and appropriate comments thereto which were discussed by the City Council on August 29, 1988,

(Continued on page 17086)

PERSONAL SERVICES PAID BY VOUCHERS JULY, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	JULY 1988
Barringer, Robert	6000 W. Raven	Fire	Fireman	100	159.84	159.84
Biehl, Richard	8047 S. Campbell	"	"	"	207.00	207.00
Cnota, Fred	6534 W. Highland	"	"	"	304.56	304.56
Cooper, William	3812 N. Newcasttle	"	"	"	428.40	428.40
Dulea, Kenneth	3551 W. 55th St.	"	"	"	354.48	354.48
Emmant, O'Hare Mary Kay	5523 S. California	"	"	"	177.48	177.48
Goray, Richard	4908 W. Cornelia	"	"	"	270.36	270.36
Hardin, Kenneth	12459 S. State	"	"	"	61.44	61.44
Lecerer, John	5719 S. Parkside	"	"	"	165.48	165.48
Liba, Charles	11210 S. Champlain	"	"	"	415.20	415.20
McDole, Michael	6835 N. Wildwood	"	"	"	205.08	205.08
Panzegrat, Michael	7739 S. Spaulding	"	"	"	165.48	165.48
Potoczek, Stanley	4949 W. Drummond	"	"	"	135.12	135.12
Presswood, Kenneth	5250 S. Bishop	"	"	"	118.32	118.32
Radek, William	5531 W. Dakin	"	"	"	410.16	410.16
Reed, Jay A.	7405 N. Odell	"	"	"	334.32	334.32
O'Connor, Thomas	7427 N. Oriole	General Services	Fleet Admin.	"	2,500.00	2,500.00
Clewis, Richard	5140 W. Warwick	Mayor's Ofc.	Adm. Asst.	"	42,444.00	3,537.00
Jordan, Aurline	4850 S. Lake Park	"	Receptionist	"	19,764.00	1,127.54
Randall, Michelle	7319 S. Rhodes	"	Adm. Asst.	"	27,659.00	2,753.30
Baldwin, Donnell	1630 N. Mobile	Police	Policeman	"	20,142.54	20,142.54
Calhoun, Frenando	5749 W. Huron	"	"	"	39,238.87	39,238.87
Prieto, Frenando	5757 N. Sheridan	"	"	"	1,176.00	1,176.00
Gora, Robert	4528 W. Lawrence	Purchases	Store Laborers	"	15.30	17,419.68
Hart, Kenneth	9019 S. Kay	"	"	"	15.30	25,581.90
Lynch, Thomas	3855 N. Cumberland	"	"	"	15.30	4,764.20
Novak, Ronald	3037 N. Troy	"	"	"	15.30	32,157.90
Ruthowski, John	2869 S. Archer	"	"	"	15.30	18,203.20

9/14/88

COMMUNICATIONS, ETC.

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PERSONAL SERVICES PAID BY VOUCHERS AUGUST, 1988

NAME	ADDRESS	DEPARTMENT	TITLE	ACCOUNT	RATE	B/P	AUG. 1988
Barrett, Martin	3633 N. New England	Fire	Fireman	100	7,881.75	B/P	7,881.75
Bonner, William J.	5532 S. Shore Dr.	"	"	"	51,214.43	B/P	51,214.43
Cummins, James	2833 N. Mason	"	"	"	183.60	B/P	183.60
Walsh, Lawrence	10726 S. Talman	"	"	"	9,806.40	B/P	9,806.40
Hernandez, Miriam	3048 N. Kostner	Insp. Services	Exec. Sec. I	"	21,000.00	P/Y	21,000.00
Clewis, Richard	5140 W. Warwick	Mayor's Ofc.	Adm. Asst.	"	42,444.00	P/Y	1,768.50
Jordan, Aurline	4850 S. Lake Park	"	Receptionist	"	19,764.00	P/Y	1,639.50
Baldwin, Kevin	1630 H. Mobile	Police	Policeman	"	276.55	B/P	276.55
Prieto, Fernando	5757 N. Sheridan	"	"	"	7.00	B/H	1,232.00
Pskalo, Robert	10650 S. Greenberg	"	"	"	9,591.45	B/P	9,591.45
Rios, Eric	2832 N. Francisco	"	"	"	645.58	B/P	645.58
Everett, Shumpert	1324 W. 111th Pl.	"	"	"	645.60	B/P	645.60

(Continued from page 17083)

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 August 30, 1988, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the special meeting held on August 29, 1988, 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.

PUBLICATION OF SPECIAL PAMPHLET.

The City Clerk informed the City Council that the Supplemental Appropriation of Funds and the Levy of Taxes for Year 1988 which were considered by the City Council on July 29, 1988 and which were requested to be published in pamphlet form, were published in pamphlet form on August 15, 1988, by being printed in full text in a special pamphlet, 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 COPIES OF ORDINANCES 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 August 15, 1988, ordinances passed by the City Council on the dates noted:

July 13, 1988.

Continuation of Special Annual Services Tax Levy within Special Service Area Number Three.

July 27, 1988.

Continuation of Special Annual Services Tax Levy within Special Service Area Number Four.

Continuation of Special Service Area Number Eleven and Levy of Special Annual Services Tax.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

American National Bank and Trust Company of Chicago, Under Trust No. 47558--to classify as a C2-1 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 9-K bounded by

the alley next north of and parallel to West Belmont Avenue; North Keating Avenue; West Belmont Avenue; and a line 130 feet west of North Keating Avenue.

American National Bank and Trust Company of Chicago, Under Trust No. 106132-06--to classify as a B5-4 General Service District instead of a B4-4 Restricted Service District the area shown on Map No. 3-F bounded by

a line 256.605 feet north of and parallel to West Schiller Street; a line 172 feet east of and parallel to North Wells Street; a line 132.50 feet north of and parallel to West Schiller Street; North Wells Street.

Keith Anderson, agent for Sears, Roebuck & Co.--to classify as a Communications Planned Development by supplementing all the B5-2 General Service District symbols and indications as shown on Map No. 18-D located at

1334 East 79th Street.

James F. Betkowski--to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 28-A bounded by

East 112th Street; alley next east of and parallel to South Ewing Avenue; a line 138 feet south of and parallel to East 112th Street; South Ewing Avenue; a line 163 feet south of and parallel to East 112th Street; alley next west of and parallel to South Ewing Avenue; north line of alley next south of and parallel to East 112th Street; and South Avenue L.

Budget Rent A Car Systems, Incorporated--to classify as a B7-7 General Central Business District instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-E bounded by

East Lake Street; North Garland Court; East Benton Place; North Wabash Avenue; a line 60.10 feet north of and parallel to East Benton Place; and a line 100.48 feet west of and parallel to North Garland Court.

The Catholic Bishop of Chicago--to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 16-F bounded by

a line 199.47 feet north of and parallel to West 66th Street; a line 156 feet east of and parallel to South Stewart Avenue; a line 100 feet north of and parallel to West 66th Street; and South Stewart Avenue.

Church Extension Board of the Presbytery of Chicago--to classify as a C2-4 General Commercial District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 2-G bounded by

West Monroe Street; South Morgan Street; a line 138.88 feet south of West Monroe Street; and a line 187.48 feet west of South Morgan Street.

Comsat Video Enterprises, Incorporated--to classify as a Communications Planned Development by supplementing all the B5-3 General Service District symbols and indications as shown on Map No. 15-P located at

5615 North Cumberland Avenue.

Daniele Development Company, Incorporated--to classify as an R3 General Residence District instead of an M1-2 Restricted Manufacturing District and then to further classify as a Residential Planned Development instead of an R3 General Residence District the area shown on Map No. 20-D bounded by

East 83rd Street; Avalon Park; a line 631.68 feet south of and approximately parallel to East 83rd Street; and the New York, Chicago and St. Louis Railroad right of way.

Steven D. Fifield--to classify as a Residential-Business Planned Development instead of a C2-4 General Commercial and R6 General Residential Districts the area shown on Map No. 3-F bounded by

West Oak Street; North Clark Street; a line 302.105 feet south of and approximately parallel to West Oak Street; the alley next west of North Clark Street; a line 168 feet south of and approximately parallel to West Oak Street; a line beginning at a point 168 feet south of West Oak Street and 148 feet east of North LaSalle Street and ending at a point 164.055 feet south of West Oak Street and 121.32 feet east of North LaSalle Street; a line 122.32 feet east of and approximately parallel to North LaSalle Street; a line 133.04 feet south of and approximately parallel to West Oak Street; and North LaSalle Street.

Steven D. Fifield--to classify as an R6 General Residence District instead of a C2-4 General Commercial District the area shown on Map No. 3-F bounded by

a line 50.01 feet north of and approximately parallel to West Delaware Place; North Clark Street; West Delaware Place; and the alley next west of North Clark Street.

Thomas Gibbons--to classify as an R4 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-H bounded by

West Wolfram Street; a line 230.3 feet east of and parallel to North Paulina Street; the alley next south of West Wolfram Street; and a line 205.3 feet east of and parallel to North Paulina Street.

Milton Goldfine--to classify as a C2-2 General Commercial District instead of a B2-2 Restricted Retail District the area shown on map No. 13-J bounded by

West Catalpa Avenue; North Kedzie Avenue; a line 301.84 feet south of and parallel to West Catalpa Avenue; and the alley next west of and parallel to North Kedzie Avenue.

Ronald J. Hutton--to classify as a B4-1 Restricted Service District of a B2-1 Restricted Retail District the area shown on Map No. 18-J bounded by

the alley next north of and parallel to West 79th Street; a line 254.96 feet east of and parallel to South Central Park Avenue; West 79th Street; and a line 150 feet east of and parallel to South Central Park Avenue.

Irving Park, Incorporated--to classify as a B4-1 Restricted Service District instead of an R2 Single-family Residence District the area shown on Map No. 9- O bounded by

West Irving Park Road; a line 1,628.76 feet east of and parallel to North Pacific Avenue; a line 202 feet long starting at a point 1,628.76 feet east of North Pacific Avenue and 128.60 feet south of West Irving Park Road to a point 1,424.31 feet east of North Pacific Avenue and 158.69 feet south of West Irving Park Road; a line 1,424.31 feet east of and parallel to North Pacific Avenue.

Simon Lander, Incorporated--to classify as a Planned Development instead of an M2-3 General Manufacturing District the area shown on Map No. 10-H bounded by

an arc along the C.S.R.Y., also known as the Chicago River and Indiana Railroad; South Damen Avenue; West 47th Street.

Liberty Baptist Church--to classify as an R6 General Residence District instead of an R5 General Residence District the area shown on Map No. 12-E bounded by

East 48th Place; the alley next east of and parallel to South Martin Luther King Drive; a line 75 feet south of and parallel to East 48th Place; South Martin Luther King Drive.

Assad Mashni--to classify as a B2-1 Restricted Retail District instead of an R3 General Residence District the area shown on Map No. 12-H bounded by

a line 49 feet north of and parallel to West 54th Street; the alley next east of and parallel to South Damen Avenue; West 54th Street; South Damen Avenue.

North Avenue Day Nursery--to classify as a B4-2 Restricted Service District instead of a C1-2 Restricted Commercial District the area shown on Map No. 3- H bounded by

West Pierce Avenue; North Damen Avenue; a line 53.02 feet south of and parallel to West Pierce Avenue; the alley next west of and parallel to North Damen Avenue.

Rodolfo and Marie Palacios--to classify as a C2-2 General Commercial District instead of a B3-2 General Retail District the area shown on Map No. 1-H bounded by

West Chicago Avenue; a line 125 feet east of and parallel to North Wood Street; the alley next south of and parallel to West Chicago Avenue; a line 100 feet east of and parallel to North Wood Street.

Steve Petkovic--to classify as an R3 General Residence District instead of a B5-1 General Service District the area shown on Map No. 11-L bounded by

a line 50 feet long 126.625 feet southeast of and parallel to West Giddings Street; a line 50 feet east of and parallel to the alley next west of North Milwaukee Avenue; West Leland Avenue; the alley next west of North Milwaukee Avenue.

Prudential-Bache Securities, Incorporated--to classify as a Communications Planned Development by supplementing all the Business Planned Development No. 230 District symbols and indications as shown on Map No. 2-F located at

One South Wacker Drive.

Sears, Roebuck and Company--to classify as a Communications Planned Development by supplementing all the B3-2 General Retail District symbols and indications as shown on Map No. 13-H located at

1900 West Lawrence Avenue.

Sears, Roebuck and Company--to classify as a Communications Planned Development by supplementing all the B3-2 General Retail District symbols and indications as shown on Map No. 5-N located at

1601 North Harlem Avenue.

Sears, Roebuck and Company--to classify as a Communications Planned Development by supplementing all the B3-3 General Retail District symbols and indications as shown on Map No. 11-K located at

4730 West Irving Park Road.

Stephen B. Towns, D.D.S.--to classify as a B4-2 Restricted Service District instead of an R4 General Residence District the area shown on Map No. 20-D bounded by

boundaries of a line 120 feet north of and parallel to East 87th Street; South Maryland Avenue; a line 100 feet north of and parallel to East 87th Street; the alley next west of and parallel to South Maryland Avenue.

Wolf Point Development Corporation--to classify as a Residential-Business Planned Development instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-F bounded by

a line 3 feet south of and parallel with the center line of vacated West Carroll Street; a line drawn south $02^{\circ}55'40''$ west a distance of 3.68 feet from a point which is 64.36 feet east of the east line of North Canal Street; a line 6.68 feet south of and parallel with the center line of vacated West Carroll Street; the north branch of the Chicago River; the joint right of way of the Pittsburg-Fort Wayne and Chicago RR Company, the Pittsburg-Cincinnati-Chicago and St. Louis RR Company and the Chicago, Milwaukee, St. Paul and Pacific RR; the east line of North Canal Street for a distance of 95.05 feet from the intersection of the east line of North Canal Street with the aforesaid joint right of way; a line drawn north $90^{\circ}00'00''$ east a distance of 16.10 feet to a point of curve; a line drawn south eastwardly along the arc of a circle, convex to the northeast, tangent to the last described line and making a radius of 11.00 feet for a distance of 15.94 feet; a line drawn north $07^{\circ}04'28''$ west to a point on a line which is 3 feet south of and parallel with the center line of vacated West Carroll Street, which point is 20.15 feet east of the east line of North Canal Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abolfathi Farzideh, Aetna Life and Cas. and Renaldo Dickerson, Affrunti Peter J., Agnolucci Alessandro, Allegrettie Anthony, Allstate Ins. Co. (18) Julia Babbs, Archa

Boozer, Alan L. Berger, Dominic L. Capparelli, Terrence Creamer, Clarence Fleck, Ollie Harmon, Burnetta Hatcher, Roberta Herzog, Allen Kirk, Gerald H. Lau, Jaime N. Poythress, Glen and Deborah Shurney, Debra M. Skotnicki, Helen Stermer, Walter Tarchala, Michael Wirtz and John Wisniewski, American Ambassador Cas. Co. and Curtis Sheppard, American Country Ins. Co. (2) Keystone Mechanical Industries, Inc. and Moinulislaw Siddiqui, American Family Ins. and David S. Schuh, American Road Ins. Co. and Bob O'Connor Ford, American Standard Ins. Group and Chuan H. Ooi, Austin Alice B.;

Bacon Scott, Bahl Surinder K., Battle Yolanda, Bendl Edwin Otto, Benson Donna, Bitton Margalite, Boot Yolanda Lim, Bradley-Brown Vershorn Rena, Brandwein Eddie R., Brice Deborah E., Brooks Melvin L., Budget Rent A Car;

Cagney Terrence M., Carcerano Evelyn S., Carlson Cathy A., Chan Joseph and Shao Mei Chan, Choochongkol Piyada, Christmas Teena R., Chrostek Matthew, CIGNA Co. and Augustus H. Cage, Clark Johnny, Clark Shirley M., Clexton Cheryl Ann, Cobb Barbara, Collier Barbara J., Colonial Penn Ins. Co. (2) Alex Brignac and Joseph Salvador, Constitutional Cas. Co. and Walter and Denise Majewski, Country Mutual Ins. Co. and Thomas K. Rajan, Covry George, Crouther Elvin F., Cumis Ins. Society, Inc. and L. B. Cross IV;

Delgado Sr. Thomas, Drenner Debbie L., Drosos Anna, Duffin David M.;

Edwards Carol J., Ekster Lawrence R., Emerson Douglas A., Estrada Frank, Evans Helen;

Finneke Shawn E., Fischel Roy, Florakos George, Freehling N., Freeman Tire Corp.;

Gade Louis E., Galati Judy A., Gavin David S., Gerakaris Andrew S., Gilliana Ruth, Glasso Patrick D., Gray Willie J., Guerrero Miguel;

Hansen Richard I., Harris Veronica A., Herbert Gwendolyn, Hereford Jr. Murdock L., Hickey Daniel J., Higgins James, Hoobyar Benjamin T.;

Insurance Co. of Illinois (2) Martin G. Otil and Zatira Shadman;

Jeanblanc Scott Raymond, Jones Nelda (2);

Khan Jeffrey, Kassabian Hovhannes, Katsibaros Stacy, Kelley Jr. James Arthur, Kinnear Patricia L., Knox Natalya N., Kolker Ruthy, Kotas April M., Koziol Michael Gregory, Krasuodebsko Nina;

LaCoco Daniel, Ladendorf Leroy W., Lee John K., Lestarczyk Marilyn, Linne Michele A., Lumbermens Mutual Cas. Co. and Johnny Doellinger;

Machtemes Althea, Mahaney Marina Ann-Marie, Mandel Linda S., Mari Karen, Marshall Edward M., Martinez Albert, Mauldin Willis M., McCarthy Charlotte E., Meyer Carmella A., Michael Gail, Mikolajczak Janina, Miller William R. (Thomas R. Tyler), Monsen Paul D., Moore Leah, Moradi Houshang, Moskovitz Richard A., Mostacchio Paul J., Mraz Virginia A., Mueller Lucy E., Munoz Valerie J.;

Nantz Rebecca, Noble Jo Ann, Nolen Marie A., Nowels Franklin W.;

Olivio Josefina;

Panice Sheri L., Pate Ledora E., Peralta Aida, Perry Frank E., Peterson Cheryl M., Podd George O., Prkic Maria J.;

Qablawi Nezar F., Quintero Gilberto;

Robinson Geraldine, Rogers John;

Safeco Ins. Co. and James and Kathleen Bigoness, Safeway Ins. Co. and Debra Jackson, Saxe Michael, Schuster Victor R., Scinto Anthony, Shelton Janice, Shepard Chevrolet Inc., Shockey Peter C., Siciliano Michael, Simon Victor, Sinnott Antoinette B., Sipp Willie, Smith Daniel L., Smith Eugene, Snead Robert, Socke Karen M., Sofia Anthony A., Soroka Leslee M., Stack Edmond M., State Farm Ins. Co. (13) Barry Behannesy, Robert Bokodi, Kevin Boyle, Joseph Ciaccio, Stephen C. Ligman, Sit Y. Mark, Jerry McDonald, Dorothy Miller, Verlean Mothershed, Carol Nutter, Albert Opiela, John Sturk and Theodosios Tzallas, Steinlauf Dave, Stuart Sylvia, Swope Lillian;

Tapia Yolanda, Torres Ramon, Tranchilla Brian V., Tudorica Adrian;

Vahlkamp Barbara A., Vaidyanathan Nand Kumar, Vlahos George;

Wagner Frank A., Walgreens Co. (2), Walker Earline, Wallace H. L., Westfield Co. Ins. and Bernard Rivard, White Nancy P., White Susan J., Williams Bessie A., Williams Elnora, Wilson Albert J., Wlodarski Stephen J., Won Sung Yun, Woodberry Geo.;

Youngblood Arthur M., Yuen Yvonne I.;

Zatkalik Linda.

Referred -- PRELIMINARY BUDGET ESTIMATE REPORT
FOR 1989.

Also, a communication from The Honorable Eugene Sawyer, Acting Mayor (received in the City Clerk's office on August 4, 1988) which was, together with the Preliminary Budget Estimate Report for the Year 1989 transmitted therewith, *Referred to the Committee on the Budget and Government Operations.*

Referred -- RECOMMENDATIONS BY COMMISSION ON CHICAGO
HISTORICAL AND ARCHITECTURAL LANDMARKS FOR
DESIGNATION OF VARIOUS STRUCTURES AS
CHICAGO LANDMARKS.

Also, three communications from Mr. William M. McLenahan, Director, Commission on Chicago Landmarks, under dates of August 26, 29 and September 12, 1988 transmitting the recommendations that certain structures be designated as Chicago Landmarks, which were *Referred to the Committee on Historical Landmark Preservation*, as follows:

John Raber House;

Michigan Avenue Bridge and Wacker Drive Esplanade; and

Old Edgebrook District.

Referred -- OBJECTIONS TO SPECIAL SERVICE AREA
NUMBER EIGHT.

Also, a communication from Mr. Nathaniel I. Grey of Nathaniel I. Grey, P.C. on behalf of Mr. Bernard A. Heerey stating conditional objections to the creation of Special Service Area Number Eight, which was *Referred to the Committee on Finance*.

Referred -- REQUEST CONCERNING STATUS OF S.S. CLIPPER
SHIP AND HOLIDAY CRUISE LINE.

Also, a communication from Ms. Elzora Schaffer, president of The Organization of New City, transmitting a resolution concerning the status of the S.S. Clipper Ship and Holiday Cruise Line located at Navy Pier, which was *Referred to the Committee on Ports, Wharves and Bridges*.

Referred -- AMENDMENT OF VARIOUS MUNICIPAL CODE CHAPTERS
BY ESTABLISHING REQUIREMENTS AND SANCTIONS FOR
INDIVIDUALS WITH UNPAID PARKING TICKETS
AND/OR OTHER OUTSTANDING
INDEBTEDNESS TO CITY.

Also, a communication from Mr. Patrick Quinn transmitting an ordinance to amend various chapters of the Municipal Code by establishing requirements and sanctions for individuals with unpaid parking tickets and/or other outstanding indebtedness to the City, which was *Referred to the Committee on Finance*.

Referred -- SETTLEMENTS AND SUITS WITH ENTRIES OF
JUDGMENTS AGAINST CITY.

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on August 1 and September 2, 1988) addressed to the City Council (signed by Ms. Jennifer Duncan-Brice, Deputy Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the periods ended June and July, 1988, which were *Referred to the Committee on Finance*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

APPOINTMENT OF MR. ALBERT R. MAULE TO PERSONNEL BOARD.

The Committee on Finance submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication from the Office of the Mayor concerning the appointment of Albert R. Maule to the Personnel Board of the City of Chicago for a term expiring July 19, 1989 having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Albert R. Maule to the Personnel Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

APPOINTMENT OF MR. WARREN BACON TO PERSONNEL BOARD.

The Committee on Finance submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Finance having had under consideration a communication from the Office of the Mayor concerning the appointment of Warren Bacon to the Personnel Board of the City of Chicago for a term expiring July 19, 1989 having had the same under

advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed communication transmitted herewith.

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

Respectfully submitted,
(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Warren Bacon to the Personnel Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

EXECUTION OF GRANT AGREEMENT WITH GREATER
STATE STREET COUNCIL FOR REVITALIZATION
OF SPECIAL SERVICE AREA
NUMBER ONE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a grant agreement with the Greater State Street Council in the amount of \$1,100,000.00 for the revitalization of Special Service Area Number One in an area generally bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both the east and west sides.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, In 1978 the City created by ordinance (the "1978 Ordinance") Special Service Area Number One pursuant to the provisions of Article VII, Sections 6(a) and 6(1) of the Constitution of the State of Illinois and pursuant to "An Act to provide the manner of levying or imposing taxes for the provision of Special Services to areas within the boundaries of home rule units..." (Public Act 78-901); and

WHEREAS, A revitalization of the State Street Mall, City of Chicago Special Service Area Number 1, (the "Mall") was found to be imperative by Vision for the Future of State Street study; and

WHEREAS, As a result of the findings of the Vision of the Future study, the pending renovation of Marshall Field's and development of other State Street properties, its is necessary and in the public interest to proceed with the development of a State Street Mall Revitalization Project; and

WHEREAS, The Project has been approved by the State Street Mall Commission pursuant to the 1978 ordinance which provides in Section 3 thereof that the "Commission shall...advise the Mayor and City Council regarding Special Service Area Number One and the expenditure of budgeted funds..."; and

WHEREAS, The Project encompasses both public and private property interests, which generally comprise the territory within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both the east and west sides, and legally described in, attached hereto and incorporated by reference herein as "Exhibit A"; now, therefore,

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

SECTION 1. That the Mayor is authorized to execute, the City Clerk to attest to, the Commissioner of the Department of Public Works and the Commissioner of the Department of Planning to approve, upon review of the Corporation Counsel as to form and legality, a grant agreement with the Greater State Street Council for the improvement of Special Service Area Number One, which generally consists of the territory within the area bounded by Wacker Drive on the north, Congress Street on the south and fronting on State Street on both the east and west sides.

SECTION 2. The Project shall consist of a Design and Construction Phase (the "Work"), the Design Phase of which shall be funded, in part, by the grant authorized hereunder. The Design Phase Work shall consist of, but not be limited to the following: Architectural and urban design studies, long term financing studies, market/user analysis, personnel services (management and administrative support staff), a study of common mall management and public information as to the Project.

SECTION 3. The Grant Agreement shall provide that the approval of the Commissioner of Public Works and the Commissioner of Planning shall be obtained prior to any expenditures or work being performed in furtherance of the Project under the Grant Agreement.

SECTION 4. The Grant Agreement shall contain such provisions as may be deemed necessary by the Commissioners of the Department of Public Works and the Department of Planning to assure completion of the work to be performed under the Design Phase of the Project.

SECTION 5. For the purpose of funding the Grant Agreement, One Million One Hundred Thousand Dollars (\$1,100,000.00) shall be utilized from the Special Service Area Number One Mall Fund established by the aforementioned 1978 Ordinance for the operation and maintenance of the Mall, said Fund having accumulated a surplus for such purposes and such funds having been appropriated in the Annual Appropriation Ordinance for 1988 for the development of a capital improvement plan for the Mall.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage.

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

Exhibit "A"

The following is a legal description of the City of Chicago Special Service Area Number One property:

Lots 1 to 5, both inclusive, together with the 10 foot private alley lying between Lots 1, 2 and 3 and Lot 4 in Burk's Subdivision of Lot 1 in Block 16 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian;

Lots 1 to 7, both inclusive, together with the 10 foot private alley lying between Lot 3 and Lots 4 to 7, both inclusive, in Erastus Bowen to E. H. Haddock Deed of Part and Division of Lot 8 in Block 16 in Original Town of Chicago aforementioned;

Lots 1, 2 and the east 1.49 feet of Lot 3 in Assessor's Division of Lots 5, 6 and 7 in Block 16 in Original Town of Chicago aforementioned;

Lots 1 to 4, both inclusive and Lot 5 except the south 5.1 feet thereof in (Dexter Grave's) Subdivision of Lot 1 in Block 36 in Original Town of Chicago aforementioned;

Lots 1 to 4, both inclusive, in M. Laflin's Resubdivision of Sub Lots 6, 7, 8 and the south 5.1 feet of Sub Lot 5 of Dexter Grave's Subdivision of Lot 1 in Block 36 in Original Town of Chicago aforementioned;

Lot 2 in Block 36 in Original Town of Chicago aforementioned;

Lots 1, 13, 14, 15, 16 and the 10 foot strip lying between Lot 1 and Lots 14 and 15 in Assessor's Division of Lots 5, 6 and 8 in Block 36 in Original Town of Chicago aforementioned;

Lots 1, 6, 7, 8, 9, 10, 13 and 14 together with the 5 foot private alley lying north of said Lot 7, the 10 foot private alley west of said Lot 6 and that part of the 10 foot private alley lying west of said Lot 10 all in Assessor's Division of Lots 1, 2, 7 and 8 in Block 37 in Original Town of Chicago aforementioned;

Lots 1 to 7, both inclusive, in Assessor's Resubdivision of Sub-Lots 1 to 5 of Assessor's Division of Lots 1, 2, 3, 4 and 5 of Block 58 in Original Town of Chicago aforementioned;

Lots 1, 2 and 3 in Subdivision of Lot 8 and the east 30 feet of Lot 7 in Block 58 in Original Town of Chicago aforementioned;

A strip of land lying between the east line of Blocks 16, 36, 37 and 58 in Original Town of Chicago aforementioned and the west line of State Street as fixed by the Act of the General Assembly, approved March 3, 1845 recorded February 2, 1871 and re-recorded January 26, 1872 as Document No. 10699;

Lots 1 to 8, both inclusive, and Lots 31 to 38 both inclusive in Subdivision of Block 142 in School Section Addition to Chicago of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian;

The east 24.2 feet of Lot 3 and all of Lot 4 in Block 141 in School Section Addition to Chicago aforementioned;

Lots 1 to 8, both inclusive, together with the private alley lying between Lots 1 to 4, both inclusive, and Lot 7 in Subdivision of Lot 5 and part of lot 6 in Block 141 in School Section Addition to Chicago aforementioned;

The west 10.62 feet of Lot 6, all of Lot 7 and Lot 8, except that part taken for S. Dearborn Street in Block 141 in School Section Addition to Chicago aforementioned;

Lots 1 to 4, both inclusive, in Starkweather Subdivision of the N. 1/2 of Lots 1 and 2 in Block 140 in School Section Addition to Chicago aforementioned;

The S. 1/2 of Lots 1 and 2 in Block 140 in Subdivision of Blocks 83.92 and 140 in School Section Addition to Chicago aforementioned;

Lots 8 and 9 in Subdivision of Lots 3 and 4 in Block 140 in School Section Addition to Chicago aforementioned;

The N. 1/2 of Lot 14 and all of Lots 15 and 16 in Block 140 in Subdivision of Blocks 83, 92 and 140 in School Section Addition to Chicago aforementioned;

The North 38 feet of Lot 3 and the N. 1/2 of Lot 10 in G. W. Snow's Subdivision of Block 139 in School Section Addition to Chicago aforementioned;

Lots 1 to 14, both inclusive, in Resubdivision of part of Block 139 in School Section Addition to Chicago by Superior Court in Partition of Lots 4, 9, 15, 16, 21 and 22, also the N. 1/2 of Lot 10 and Lot 3, except the north 38 feet thereof in Block 139 in School Section Addition to Chicago aforementioned;

Lots 1 to 4, both inclusive, in Starkweather Subdivision of Lot 10 and the N. 3/5 of Lot 15 in Block 138 in School Section Addition to Chicago aforementioned;

Lots 3, 4, 9, 16, 21, Lot 15 except the N. 3/5 thereof and Lot 22 except that part taken for W. Congress Parkway in T. G. Wright's Subdivision of Block 138 in School Section Addition to Chicago aforementioned;

Lots 1 to 8, both inclusive and Lots 28, 29 and 30 in Block 8 in Fort Dearborn Addition to Chicago in the S. W. Fractional 1/4 of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian;

Lots 1 to 10, both inclusive and Lots 25 to 31, both inclusive in Block 9 in Fort Dearborn Addition to Chicago aforementioned;

Lot 4, the N. 1/2 of Lot 5 and Lots 9 to 16, both inclusive, together with all that part of vacated N. Holden Court in Block 13 in Fort Dearborn Addition to Chicago aforementioned;

Lots 1 to 7, both inclusive, together with the vacated 14 foot alley lying between Lots 1 to 6 and Lot 7 in R. W. Hayman's Subdivision of Lots 1, 2 and 3 in Block 13 in Fort Dearborn Addition to Chicago aforementioned;

Lots 1 to 7, both inclusive, together with the vacated 12 foot alley lying between Lots 1 to 6 and Lot 7 in Assessor's Division of Lots 6, 7, 8 and the S. 1/2 of Lot 5 in Block 13 in Fort Dearborn Addition to Chicago aforementioned;

Lots 4 to 11, both inclusive, and the S. 1/2 of Lot 12 in Block 14 in Fort Dearborn Addition to Chicago aforementioned;

Lots 1 to 8, both inclusive, together with the 10 foot vacated alley adjoining said Lots 1 to 8 in Subdivision of Lots 13, 14 and the N. 1/2 of Lot 12 in Block 14 in Fort Dearborn Addition to Chicago aforementioned;

Lots 5, 8, 9 and the S. 3/4 of Lot 6 in Block 2 in Fractional Section 15, Township 39 North, Range 14 East of the Third Principal Meridian surveyed and subdivided by the Board of Canal Commissioners pursuant to law in the month of April, Year of 1836;

Lots 1 to 12, both inclusive, except part taken for alley, together with the 10 foot vacated alley adjoining Lots 1 to 7 and Lots 10 to 12, in B.S. Morris' Subdivision of Original Lots 2 and 3 and the N. 1/4 of Lot 6 in Block 2 of Fractional Section 13 Addition to Chicago aforementioned;

Lots 1 to 4, both inclusive, in Subdivision of Lots 7 and 10 in Block 2 in Fractional Section 15 Addition to Chicago aforementioned;

Lots 1 and 2 in Potter Palmer's Plat of Palmer House Hotel Lot being part of Block 3 in Fractional Section 15 Addition to Chicago aforementioned;

Lot 2 Assessor's Division of Lots 1 and 4 in Block 3 in Fractional Section 15 Addition to Chicago aforementioned;

The south 27.5 feet of the N. 1/2 of Lot 7; the S. 1/2 of Lot 7; and Lot 10, except that part taken for S. State Street in Fractional Section 15 Addition to Chicago aforementioned;

Lots 2, 7 and 10 in Block 6 in Fractional Section ____ Addition to Chicago aforementioned;

Sub Lots 1 and 2 of Lot 3 and Sub Lots 1 and 2 of Lot 6 in Block in Canal Trustee's Subdivision of Lots in Fractional Section 15 Addition to Chicago aforementioned;

Lot 2 in Block 7 in Fractional Section 15 Addition to Chicago aforementioned;

Sub Lots 1 and 2 of Lot 3, Sub Lots 1 and 2 of Lot 6 and Sub Lots 1 and 2 of Lot 7 in Canal Trustee's Subdivision of Lots in Fractional Section 15 Addition to Chicago aforementioned;

Lots A and B in The James Campbell Estate Subdivision of Sub Lots 1 and 2 of Lot 10 in Block 7 in Fractional Section 15 Addition to Chicago aforementioned;

Sub Lots 1 and 2 of Lot 6, Sub Lots 1 and 2 of Lot 7, Sub Lots 1 and 2 of Lot 10 except that part taken for E. Congress Parkway in Block 10 in Canal Trustee's Subdivision of Lots in Fractional Section 15 Addition to Chicago aforementioned;

Lots 1, 2 and 3 in Assessor's Division of Lots 2 and 3 in Block 10 in Fractional Section 15 Addition to Chicago aforementioned.

EXECUTION OF REDEVELOPMENT AGREEMENT WITH
LINPRO CHICAGO LAND LIMITED PARTNERSHIP
FOR REDEVELOPMENT OF BLOCK 35 IN
BLIGHTED COMMERCIAL AREA
NORTH LOOP.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of the redevelopment agreement with Linpro Chicago Land Limited Partnership providing for the redevelopment of Block 35 in Blighted Commercial Area North Loop.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On March 28, 1979 the City Council of the City of Chicago adopted an ordinance approving the designation of an area located within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop"; and

WHEREAS, The City and Linpro Chicago Land Limited Partnership shall enter into a redevelopment agreement providing for the revitalization and redevelopment of Block 35 located within the above-mentioned blighted commercial area; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, Linpro Chicago Land Limited Partnership shall construct a first class office complex including retail and service uses; and

WHEREAS, Pursuant to the terms of the redevelopment agreement, the City and Linpro Chicago Land Limited Partnership shall cooperate in the acquisition, rehabilitation and historic preservation of the Harris-Selwyn Theaters located in Block 35; now, therefore,

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

SECTION 1. The Acting Mayor is authorized to enter into and execute the Redevelopment Agreement with Linpro Chicago Land Limited Partnership providing for the redevelopment of Block 35 in Blighted Commercial Area North Loop. The Redevelopment Agreement shall be in substantial conformity with Exhibit "A" attached hereto and made a part hereof.

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

[Exhibit "A" printed on pages 17123 and 17239]

Redevelopment Agreement attached to this ordinance reads as follows:

Block 35. North Loop Project

Redevelopment Agreement.

This Agreement ("Agreement"), dated as of _____, 1988 is made by and between the City of Chicago, an Illinois municipal corporation, having its offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City") and Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Developer"), having its principal office at 200 Berwyn Park, Suite 300, Berwyn, Pennsylvania 19132.

Recitals:

A. The City, as a home rule unit under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, to prevent the spread of blight and to encourage private development in order to enhance the local tax base and create employment, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes.

B. In furtherance of its objectives to encourage the redevelopment and revitalization of blighted commercial areas, the City established the Commercial District Development Commission ("Commission").

C. On March 20, 1979, the Commission designated an area within the corporate boundaries of the City as a blighted commercial area to be known as "Blighted Commercial Area North Loop" ("Redevelopment Area"), and on March 20, 1979, approved a redevelopment plan ("Redevelopment Plan") for the Redevelopment Area. The blighted commercial area designation was approved by the City Council of the City of Chicago, pursuant to an ordinance duly adopted on March 28, 1979. The Redevelopment Plan was approved by the City Council pursuant to an ordinance duly adopted on March 28, 1979, and as revised, was approved by an ordinance adopted on October 27, 1982. The North Loop Guidelines for Conservation and Redevelopment ("Guidelines"), pertaining to the

Redevelopment Area, were approved by the Commission on May 31, 1981, approved and revised by the Chicago Plan Commission on May 14, 1981 and as revised, were approved by the City Council on October 22, 1981, as further revised by the Commission on October 12, 1982, as so further revised and approved by the Chicago Plan Commission on October 14, 1982, and with additional revisions, were further approved by the City Council on October 27, 1982 and as further revised by the Commission on September 1, 1987, as so further revised and approved by the Chicago Plan Commission on September 2, 1987, and were finally approved by the City Council on September 23, 1987. Furthermore, the City adopted ordinances on June 20, 1984 designating the North Loop Tax Increment Redevelopment Area, approving the Tax Increment Redevelopment Plan and Project ("T.I.F. Plan") for the North Loop Redevelopment Area and adopting tax increment financing for the North Loop Redevelopment Area. The T.I.F. Plan was further revised by the Commission on September 1, 1987 and as revised, was approved by the City Council on September 23, 1987. The Plan, the Guidelines and the T.I.F. Plan are collectively referred to herein as the "Redevelopment Documents".

D. The Redevelopment Documents set forth: (i) the City's general objectives for the Redevelopment Area; and (ii) certain specific planning and design criteria for the Redevelopment Area.

E. Developer owns a certain parcel of real estate located within the Redevelopment Area in the block generally bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street, legally described on Exhibit "A" attached hereto ("Site").

F. Developer shall use its best efforts to construct two first class office towers (referred to herein as the "North Tower" and the "South Tower") and additional improvements (the office towers and improvements being collectively referred to as the "Project") on the Site in accordance with the terms and conditions of the Agreement and the Redevelopment Documents.

G. Developer and the City acknowledge that the implementation of the policies and provisions described in the Redevelopment Documents and the Agreement will be of mutual benefit to Developer and the City.

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto hereby agree as follows:

Definitions:

For all purposes of the Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Affirmative Action Plan: That certain agreement entered into between the City and Developer on June 9, 1988, a copy of which is attached hereto as Exhibit B.

Agreement to Provide Assistance to Neighborhood Development: That certain agreement to be entered into between the City and Developer on _____, 1988, a copy of which is attached hereto as Exhibit C.

Block: That certain block located in the City's Loop bounded by North Clark Street, North Dearborn Street, West Randolph Street and West Lake Street.

Certificate: The certificate of completion to be issued by the City pursuant to subsection 3.9 below.

Commission: The Commercial District Development Commission of the City of Chicago.

Commissioner: The Commissioner of the Department of Planning of the City of Chicago.

Completion: The substantial completion of the Project or a Phase thereof as the context requires. The Project shall be considered substantially complete when: (i) improvements and all common or public areas of the Project are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "tenant finishing work" or for use and occupancy for the purpose intended and, (ii) all public amenities described in Exhibit D below (or commitments therefore in form and content satisfactory to the Commissioner have been delivered) are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for use and occupancy for the purpose intended. Notwithstanding the above, the parties agree that the incompleteness of construction of the Garvey Court Tunnel described in subsection 3.10(k) below or the Perimeter Retail Arcade described in subsection 3.10(e) below and the provision of technical assistance hours by Developer described in subsection 3.10(i) below shall in no manner affect the City's ability to issue the Certificate with regard to the Phase I improvements; provided, however, Developer, upon written request of the Commissioner, shall submit a written report to the D.O.P. describing in adequate detail any progress reached by Developer with regard to the construction of the Garvey Court Tunnel and the Perimeter Retail Arcade and the provision of technical assistance hours by Developer. The Commissioner shall deliver the written request described above to Developer within thirty (30) days of the date Developer requests that the City issue its Certificate with regard to the Phase I improvements.

D.O.P.: City of Chicago Department of Planning.

First Source Hiring Agreement: That certain agreement entered into between the City and Developer executed on June 9, 1988, a copy of which is attached hereto as Exhibit E.

Planned Development: That certain planned development described in subsection 3.2 below.

Project: All of the improvements to be constructed by Developer at the Site pursuant to the drawings, plans and specifications approved by the City in accordance with subsection 3.3 below.

Redevelopment Documents: The Redevelopment Plan, the T.I.F. Plan, the Guidelines and the Planned Development. The Redevelopment Documents shall include any revision made from time to time by the City, provided that no such revision shall: (i) alter the use of the Site for the purposes contemplated by the Agreement; (ii) expressly require Developer to take an action that results in an increase of Developer's costs above one (1)% of the total costs for the Project; or (iii) substantially alter the schedule for construction of the Project.

Site: The land legally described in Exhibit A attached hereto.

Section I.

Incorporation Of Recitals And Definitions.

The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

Section II.

Representations And Warranties.

2.1 Representations And Warranties Of Developer.

To induce the City to execute the Agreement and perform the obligations of the City hereunder, Developer hereby represents and warrants to the City as follows:

- (a) As of the date hereof, and hereafter, Developer has and shall have good and merchantable fee title to the Site and the improvements located thereon, subject only to those standard exceptions contained in an Alta insurance policy.
- (b) No litigation or proceedings are pending, or to the best of Developer's knowledge, are threatened against Developer or any party affiliated with Developer which could: (i) affect the ability of Developer to perform its obligations pursuant to and as contemplated by the terms and provisions of the Agreement and the Redevelopment Documents; or (ii) materially affect the operation or financial condition of Developer.
- (c) There are no pending environmental, civil, criminal or administrative proceedings relating to the Site and Developer has no knowledge of any threatened proceedings or any facts or circumstances which may give rise to any such proceedings in the future.

- (d) The execution, delivery and performance by Developer of the Agreement have not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or any party affiliated with Developer is a party or may be bound or affected, or a violation of any law or court order which may affect the Site, any part thereof, any interest therein or the use thereof.
- (e) Developer is a duly organized and existing Illinois limited partnership in good standing under the laws of the State of Illinois.
- (f) The parties executing the Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver the Agreement and perform the terms and obligations contained herein.
- (g) The use of the Site shall not violate: (i) any statute, law, regulation, rule, ordinance or executive or judicial order of any kind (including, without limitation, zoning and building laws, ordinances, codes or approvals and environmental protection laws or regulations); or (ii) any building permit, restriction of record or any agreement affecting the Site or any part thereof.
- (h) Developer shall not discriminate upon the basis of race, color, religion, sex, national origin or ancestry, age or handicap in the sale, lease, rental, use or occupancy of the Project or any improvements located or to be erected on the Site or any part thereof, and shall utilize the Project solely for those uses permitted by the terms of the Agreement, the Redevelopment Documents, or both.
- (i) Developer has agreed to comply with the terms of: (1) the Affirmative Action Plan; (2) the First Source Hiring Agreement; and (3) the Agreement to Provide Assistance to Neighborhood Development.

2.2 Representations And Warranties Of The City.

To induce Developer to execute the Agreement and perform the obligations of Developer hereunder, the City hereby represents and warrants to Developer that the City has authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, and deliver the Agreement and perform the terms and obligations contained herein.

2.3 Survival Of Representations And Warranties.

Developer agrees that all of its representations and warranties, and the City agrees that all of its representations and warranties, set forth in this Section II or elsewhere in the Agreement will be true at all times hereafter, except with respect to matters which have been disclosed in writing to and approved by the other party.

Section III.

*Construction Of The Improvements
Constituting The Project.*

3.1 Generally.

Developer agrees that the Project shall be solely devoted to the development of a first class office complex, including related retail and service uses, consisting in part of the North Tower and the South Tower and as more fully described in the Schematics and Design Plans submitted by Developer to the City in accordance with the procedures described in subsection 3.4 below.

3.2 Planned Development.

The Commissioner shall take all appropriate steps consistent with the Zoning Ordinance, Chapter 194A, Municipal Code of Chicago, to recommend that a planned development ("Planned Development") affecting the Site be approved by the City's Plan Commission and if so approved, adopted by the City Council of the City. The Commissioner shall cooperate in any proceedings with regard to the Planned Development and shall make witnesses available and furnish any information as required by the City Council. In the event that the City Council has not adopted the approved Planned Development by September 30, 1988, Developer shall have the right to terminate the Agreement and all of Developer's obligations under the Agreement; provided, however, in the event of such termination, Developer must abandon the Project contemplated by the Agreement and shall not attempt to construct any improvements on the Site without first entering into a subsequent redevelopment agreement with the City.

3.3 Demolition By Developer.

Developer, at its sole cost and expense, shall be responsible for any and all demolition, grading, compaction or other services necessary to permit construction of the Project. Developer agrees that it shall not demolish any improvements located at the Site until twelve (12) months before the commencement of construction of the Project.

3.4 Submission Of Construction Documents.

The City hereby approves the Project drawings described on Exhibit "F" attached hereto. Within one hundred eighty (180) days prior to commencement of construction of the Phase I improvements as described in subsection 3.6 below, Developer shall deliver to the City schematic drawings ("Schematics") for approval by the D.O.P. describing the improvements to be constructed at the Site. Developer shall notify the D.O.P. at least thirty (30) days prior to the submission of the Schematics to the D.O.P. The D.O.P. shall approve the Schematics within thirty (30) days of the date of submission. Within ninety (90) days of the date from which the D.O.P. approves the Schematics, Developer shall submit to the D.O.P. its final design development drawings and specifications ("Design Plans") consistent with the Schematics. The Design Plans shall conform to the terms of the

Agreement, the Redevelopment Documents as amended from time to time, and all applicable state and local laws, ordinances and regulations.

Developer shall notify the D.O.P. at least thirty (30) days prior to the submission of the Design Plans to the D.O.P. Upon submission of the Design Plans to the D.O.P., the Department shall have sixty (60) days in which to approve or reject the Design Plans. If the D.O.P. rejects the Design Plans, Developer shall have ninety (90) days in order to prepare plans consistent with the requirements of the D.O.P. and resubmit them to the Department for approval.

Any material amendment to the Design Plans must be submitted to the D.O.P. for its approval, which approval shall not be unreasonably withheld or delayed.

3.5 Limited Applicability Of D.O.P.'s Approval.

Any approvals of the Schematics and the Design Plans made by the D.O.P. are for the purposes of the Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City, nor does any approval by the D.O.P. pursuant to the Agreement constitute approval of the quality, structural soundness or the safety of the improvements constituting the Project. The City, however, agrees to assist Developer in expeditiously obtaining approvals for building permits and driveways affecting the Project. Developer agrees to notify the D.O.P. within five (5) days of the issuance of the building permit by the City's Department of Inspectional Services.

3.6 Time For Commencement And Completion Of The Project.

(a) Phase I Improvements. Developer shall use its best efforts to commence construction of the South Tower of the Project by June 1, 1990.

(b) Phase II Improvements. Developer shall use its best efforts to commence construction of the North Tower of the Project within twenty-four (24) months after the City issues its Certificate affecting the South Tower improvements.

(c) Interim Uses. Any interim use of any part of the Project Site during the time period from demolition of existing improvements to construction of the Project improvements as anticipated by the Agreement shall be subject to the approval of the D.O.P., which approval shall not be unreasonably withheld or delayed.

(d) Completion. Except as otherwise provided in the Agreement, Developer shall use its best efforts to complete construction of the Project within one hundred twenty (120) months after the execution of the Agreement by the parties. Developer agrees for itself, its successors and assigns, that Developer, its successors and assigns, shall promptly begin and diligently complete the Project within the period specified in this subsection 3.6.

3.7 Developer's Commitment.

On or before one (1) month prior to the commencement of construction of the Phase I improvements as described in subsection 3.6 above, Developer shall deliver to the City:

- (a) executed contracts between Developer and the general contractor and prime contractors; and
- (b) the lenders' letter of commitment for construction financing, specifying the amount of the loan, length of term and real interest rate.

The documents described in paragraphs (a) and (b) of this subsection 3.7 shall be submitted by Developer to the City under seal. The parties agree that the Commissioner or its designee, and the Corporation Counsel of the City or its designee, shall be the sole officials of the City allowed access to said documents.

3.8 Relocation Of Utilities.

Developer shall repair, replace or relocate any City utilities serving the Site, if necessary, at Developer's sole expense if necessitated by the Project. Under no circumstances shall the City have any responsibility for the repair, replacement or relocation of any and all utilities serving the Site or the Block.

3.9 Certificate Of Completion.

As construction of each Phase of the Project is completed in accordance with the approved Design Plans, the Agreement and the Redevelopment Documents, upon written request by Developer, the City shall furnish Developer with an appropriate Certificate. The Certificate shall be a conclusive determination of satisfaction and termination of the covenants in the Agreement with respect to the obligations of Developer and its successors and assigns to construct the Project. The Certificate, however, shall not constitute evidence that Developer has complied with any applicable provisions of federal, state and local laws, ordinances and regulations with regard to the construction or completion of the Project. The Certificate shall be in recordable form. Upon written request by Developer for the Certificate, the City shall, within thirty (30) days after receipt of the same, undertake an inspection of the Site and thereafter provide Developer either with the Certificate or a written statement indicating in adequate detail how Developer has failed to complete the construction of the Project in conformity with the Redevelopment Documents, the Agreement and the Design Plans, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for Developer to perform in order to obtain the Certificate. Developer shall have ninety (90) days to correct any such nonconformity or default. Upon compliance with the City's requirements, Developer shall resubmit a written request for a Certificate from the City.

3.10 Public Amenities.

In conjunction with the redevelopment of the Site and the Block in conformity with the Redevelopment Documents affecting the City's North Loop, Developer shall provide the following:

- (a) Developer shall purchase that certain property ("Property") located on the Block improved by two theaters commonly described as the Harris- Selwyn Theaters ("Theaters") from its current owners, and subsequently convey in fee simple said Property and Theaters to the City;
- (b) The City shall enter into a long-term ground lease with Developer for the consideration of One Dollar (\$1.00) per year, and Developer shall sublet the Theaters (excluding the Perimeter Retail Arcade described in paragraph (e)(2) below) to a not for profit theatrical organization ("Theater Operator") meeting the prior approval of the City for the presentation of theatrical, cultural and entertainment activities (the terms and conditions of the ground lease and the sublease are subject to Developer's reasonable approval);
- (c) The Property and the Theaters shall be substantially devoted to the presentation of theatrical, cultural and entertainment activities;
- (d) The Theaters shall be renovated or reconstructed to preserve their historic and architecturally significant features in accordance with their status as a designated City landmark and in accordance with any and all recommendations affecting the Theaters issued by the Commission on Chicago Landmarks;
- (e) Upon the conveyance of the Property and Theaters to the City by Developer, the City shall undertake its best efforts to accumulate funds from both public and private sources with regard to: (1) renovation, preservation or reconstruction of the historic and architecturally significant features of the Theaters, and (2) the construction of a retail arcade ("Perimeter Retail Arcade") located on Couch Place and which may also be located on Lake Street subject to the approval of the City and the Theater Operator based on plans and specifications subject to the reasonable approval of Developer and the Theater Operator. Upon the completion of construction of the Perimeter Retail Arcade, Developer shall be solely responsible to lease space located within the Arcade to such reputable tenants as would complement the projected uses for the Project and the Theaters. Each prospective tenant shall meet the prior approval of the City, which shall not be unreasonably withheld. Developer shall submit a copy of each and every lease entered into between itself and lessee to the City. Within thirty (30) days after the end of each calendar year, Developer shall deposit in an escrow account maintained by an institutional escrowee mutually acceptable to the parties, a sum of money representing five (5%) percent of the gross rent received by Developer from any and all lessees occupying space in the Perimeter Retail Arcade. Funds in said escrow account may be drawn upon by the City or the Theater Operator for the purpose of preservation and maintenance of the Theaters. Developer agrees that the City shall have the right and authority to review and audit, from time to time, Developer's books and records with regard to the leasing of space located at the Perimeter Retail Arcade. All such books, records and other documents shall be available at the offices of Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the City.

- (f) Within seven (7) days of the execution of an agreement between the City and the Theater Operator providing for the renovation, operation and maintenance of the Theaters, the City shall deposit the sum of Three Million and no/100 Dollars (\$3,000,000.00) in an escrow held by an institutional escrowee mutually acceptable to the City and the Theater Operator to be used toward renovation or reconstruction of the Theaters. Prior to the commencement of the renovation or reconstruction of the Theaters, the City shall match, on a dollar per dollar basis up to Three Million and no/100 Dollars (\$3,000,000.00), any sums raised by the Theater Operator with regard to said renovation or reconstruction; provided, however, the City's contribution for the renovation or reconstruction of the Theaters shall in no event exceed Six Million and no/100 Dollars (\$6,000,000.00) in the aggregate. The City's contribution shall be deposited in the escrow described in this paragraph (f).
- (g) Developer shall retain a reversionary interest in the Property and the Theaters, that may be exercised by Developer solely in the event that the City fails to accumulate the funds described in paragraph (f) above within seven (7) years from the date of conveyance of the Property and the Theaters to the City. Should the City successfully accumulate funds for the rehabilitation of the Theaters within said seven (7) year period, Developer's reversionary interest affecting the Property and the Theaters shall expire.
- (h) In the event Developer has not given notice to Cinestage, Inc. ("Seller") within one hundred fifty (150) days from the date of that certain real estate sale contract between Developer and Seller for the purchase of the Theaters ("Theater Contract") which notice would terminate the contingency period in the Theater Contract ("Contingency Notice"), or Developer has delivered the Contingency Notice to Seller but the purchase of the Theaters has not occurred in the twelve month time period subsequent to the delivery of said Contingency Notice, then Developer agrees to contribute Three Million Five Hundred Thousand and no/100 Dollars (\$3,500,000.00) in cash ("Contribution") to a certain fund which shall be primarily used for the acquisition or rehabilitation of the Theaters. The Contribution shall be held in an escrow account by an institutional escrowee mutually acceptable to Developer and the City and invested in obligations of or guaranteed by the United States of America, in commercial paper obligations receiving the highest rating from either Moody's Investors Service, Inc. or Standard & Poor's Corporation, in certificates of deposit from nationally recognized commercial banks ("Permitted Investments") or in money market funds which have invested substantially in Permitted Investments. The escrow funds may be drawn upon by the City upon satisfaction of all of the following terms and conditions: (1) payment to the owners of the Theaters for acquisition of the Theaters is due and owing; (2) the City establishes to Developer's reasonable satisfaction that funds for the rehabilitation of the Theaters are readily available; (3) the City has delivered to Developer for Developer's approval, which approval shall not be unreasonably withheld, its written plans in reasonable detail for the renovation and operation of the Theaters which plans shall include plans and specifications for the physical renovation of the Theaters as well as descriptions of the proposed user, uses, schedules and other operational information; and (4)

the City is prepared to execute a ground lease with the provisions of this paragraph 3.10. In the event the City has not acquired title to the Theaters within seven (7) years after receipt of the Contribution from Developer and the Developer has not acquired title to the Theaters during the following 3 years for a for-profit use, then such Contribution and all interest accrued thereon shall be apportioned equally between the Block and the remainder of the North Loop Redevelopment Area and used to acquire public amenities such as, but not limited to, sculpture or other tangible art form within the North Loop Redevelopment Area.

- (i) Developer shall commit to six hundred (600) hours of technical assistance toward neighborhood economic development efforts, which hours must be utilized within five (5) years of approval of the Planned Development described in subsection 3.2 above.
- (j) Developer shall provide, at its sole cost and expense, a pedestrian tunnel located beneath the Clark Street right-of-way, connecting the Project with the State of Illinois Building, the City-County Building and major public transit lines operated by the Chicago Transit Authority. Developer shall additionally construct, at its sole expense, a north/south interior pedestrian arcade at the eastern edge of the Project, and provide for an east/west pedestrian access through the central portion of the Block.
- (k) Developer shall make its Garvey Court Tunnel under Lake Street available for service vehicles and limited automobile parking for a limited number of automobiles to be utilized by other landowners of the Block. Access fees shall be determined by Developer and the landowners in accordance with the execution of use agreements; provided, however, an arbitration procedure conducted by a three person panel consisting of MAI appraisers selected in accordance with the procedures of the American Arbitration Association shall determine the terms and compensation to be paid to Developer in the absence of such agreements.
- (l) Developer agrees to upgrade and develop the north one half of the Couch Place improvement program relating to that portion of Couch Place located on the Block, including contribution of one-half of the cost of installation of ground surfaces, lighting elements and retail knockout panels like those situated on that portion of Couch Place located on Block 36 of the North Loop Redevelopment Area, if feasible, or of such alternative use or design as approved by the Commissioner, such costs to be offset by net income from the retail shops and accessory street elements consistent with the elements generally found in similar high quality public spaces in the City. Such upgrade shall be coordinated with owners of the property adjacent to the south half of Couch Place located on the Block. The design of these improvements are subject to the review and approval of the Commissioner.

3.11 Tax Increment Financing.

- (a) The City and Developer agree that:

- (i) for the purposes of the Agreement, the total minimum assessed value ("Minimum Assessed Value") of the Site and the Project for the years 1990--1997 is shown on Exhibit G attached hereto; and
 - (ii) the real estate taxes derived from the Site and the Project arising from all tax rates of the various taxing districts are estimated to be as shown in Exhibit H attached hereto.
- (b) With reference to the assessment of the Site and the Project or any part thereof, except as provided herein, Developer shall not for any year referred to in Exhibit G:
 - (i) apply for, seek or authorize any exemption from the imposition or paying of any or all real property taxes extended for collection against the Minimum Assessed Value, without first obtaining the prior written approval of the Commissioner;
 - (ii) directly or indirectly, seek to lower the assessed values below the amount of the applicable Minimum Assessed Value;
 - (iii) apply for, seek or authorize any reduction in the assessed value for the purpose of reducing real estate taxes without first notifying the City, in writing, of such application or attempt; and Developer does hereby consent to the City's or any other taxpayer's appearance, and shall provide to the City or other taxpayer a reasonable opportunity to appear before any administrative, judicial body, or both, to contest or defend the assessed value against any such application or attempt to reduce such assessed value; or
 - (iv) object to or in anyway seek to prevent, on procedural or other grounds, the filing of any underassessment complaint with, or full participation in all related proceedings before, the Cook County Assessor or the Cook County Board of Appeals, by either the City or by any taxpayer.

Notwithstanding the foregoing, in the event that the assessments, tax rates of all taxing districts or equalization factors, or combination thereof, in effect for 1990 and further years would produce real estate taxes for the Site and the Project for any year in excess of taxes set forth in Exhibit H attached hereto, upon written notice to the City, Developer may seek to lower the assessed values indicated in Exhibit G attached hereto for such year so long as any such reduction does not reduce the taxes levied and extended against the Site and the Project for such year below those specified in Exhibit H attached hereto.

Notwithstanding the foregoing, in the event that by law, regulation, administrative action or judicial ruling applicable to the Site or the Project or applicable generally to

property located in the City, Cook County or State of Illinois, the assessed valuation, tax rate or equalization rate shall be reduced or any tax moratorium or deferment be granted, Developer shall have the right to participate in such reduction, moratorium or deferment and to pursue appropriate remedies to obtain such, and Exhibits G and H attached hereto shall be amended accordingly.

- (c) Covenants (i) through (iv) above shall be construed and interpreted as an express agreement between Developer and the City that a major incentive inducing the City to enter into the arrangements and transactions described in the Agreement is to increase the assessed valuation of and the general real estate taxes payable with respect to the Site and the Project. The Agreement may be used by the City, in its sole discretion, as admission against Developer's interest in any proceeding.
- (d) If at any time for any of the years referred to in Exhibit H, the method of taxation then prevailing shall be altered so that any new tax, assessment levy, imposition or charge shall be imposed upon the then owner of the Site and the Project which new tax by its statutory language expressly replaces, in whole or in part, the general real estate taxes for the Site and the Project, the amount of such new tax of each year shown in Exhibit H shall be included in and for the purposes of the Agreement, shall be considered as part of the general real estate taxes levied or assessed against the Site and the Project for each such year.

3.12 Mortgagees Not Obligated To Construct.

Notwithstanding any of the provisions of the Agreement, the holder of any mortgage authorized by the Agreement (including any holder who obtains title to the Site or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including: (a) any other party who thereafter obtains title to the Site or such part from or through such holder, or (b) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of the Agreement to construct or complete the construction of the Project or to guarantee such construction or completion. Nothing in this subsection 3.12 or any section of the Agreement shall be deemed or construed to permit or authorize any such holder to devote the Site or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for or permitted in the Redevelopment Documents and the Agreement.

Whenever the City shall deliver a notice or demand with respect to any breach or default by Developer of its obligations under the Agreement, the City shall at the same time forward a copy of such notice or demand to any mortgagee whose address has been given in writing to the City.

After any such default by Developer, each mortgagee shall (insofar as the City is concerned) have the right, at the mortgagee's option, to remedy such default.

Section IV.

Performance.

4.1 Time Of The Essence.

Time is of the essence of the Agreement.

4.2 Enforced Delay In Performance.

Neither the City, Developer, or any successor in interest to Developer shall be considered in breach of its obligations with respect to the commencement and completion of construction of the Project in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond such party's control and without such party's fault or negligence, including but not restricted to, any delays or halts in construction which are compelled by court order, acts of God, acts of the public enemy, acts of the United States government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, embargoes and unusually severe weather or delays of subcontractors due to such cause. The time for the performance of the obligations shall be extended only for the period of the enforced delay if the party seeking the extension shall request it in writing of the other party within twenty (20) days after the beginning of any such enforced delay.

4.3 City's Remedies In The Event Of Default.

If Developer fails to substantially complete the Project in accordance with the Design Plans and the Agreement, and the City has given written notice of such default to Developer and Developer has not corrected such default within one hundred eighty (180) days of such notice (except for any default which cannot be corrected in one hundred eighty (180) days, provided that Developer is diligently and continuously in good faith attempting to substantially complete such work), the City shall have the right to suspend all permits issued by the City with regard to construction of the Project, and all work and all activity concerning the construction of the Project shall immediately cease until such default is cured by Developer.

4.4 Waiver And Estoppel.

(a) Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way, it being the intent of this provision that the City should not be constrained, at a time when it may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches or otherwise. No waiver made by the City with respect to any specific default by Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of Developer.

(b) Developer acknowledges its willingness to execute the Agreement with the City concerning the future redevelopment of the Site and the Block, and further acknowledges that it is estopped from challenging the validity of the Agreement and that certain Letter of Understanding between the City and Developer dated June 9, 1988 or the necessity of the existence of the Agreement and the Letter of Understanding to ensure the successful redevelopment and rehabilitation of the Site and the Block.

Section V.

Developer's Affirmative Action Obligations And First Source Hiring Program.

5.1 Affirmative Action Plan.

Developer has entered into an agreement with the City dated June 9, 1988, a copy of which is attached hereto as Exhibit B to cause the development and implementation of an affirmative action program affecting the construction of the Project and the operation of the completed Project improvements by Developer. Developer and its successors and assigns shall not discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age or handicap and shall take affirmative action to ensure that applicants are hired and employed without discrimination based on race, religion, color, sex, national origin or ancestry, age or handicap and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

5.2 First Source Hiring Program.

Developer has entered into an agreement with the City dated June 9, 1988, a copy of which is attached hereto as Exhibit E to cause the development and implementation of a first source hiring program.

Section VI.

Miscellaneous Provisions.

6.1 Entire Agreement.

Except as otherwise provided herein, the Agreement contains the entire agreement of the parties with respect to the Project and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written

instrument executed by the parties hereto. Notwithstanding the foregoing, it is agreed that no material amendment or change shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council of the City. The term "material" for the purpose of this subsection 6.1 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligation of Developer by more than five percent (5%) or materially changes the Site or character of any activities undertaken by Developer or increases any time agreed for performance by either party by more than ninety (90) days.

6.2 Assignability and Transfer.

Until the City issues the Certificate with regard to each Phase of the Project, Developer shall not assign, transfer or convey any right, title or interest in such Phase affected by the Certificate or in the Agreement as it relates to such Phase, or any of its duties or obligations under the Agreement as they relate to such Phase (such proposed assignments, transfers and conveyances are hereinafter referred to as "Proposed Transfer") without first notifying the City by written notice to such a Proposed Transfer. The City may object to any Proposed Transfer only if the assignee, lessee, grantee or transferee is a person precluded by subsection 6.3 below from having an interest in Developer, the Site, the Project or the Agreement.

6.3 Conflict of Interest--City's Representatives Not Individually Liable.

Prior to the issuance of the Certificate affecting the Phase II improvements by the City, no member of the Commission, Department, or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Developer, the Agreement, the Site or the Project; nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Developer, or any successor in interest, to perform any commitment or obligation of the City under the Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

6.4 Ownership Evidence and Disclosure.

Within thirty (30) days prior to the execution date of the Agreement by the parties, Developer shall deliver to the City evidence reasonably satisfactory to the Commissioner showing the ownership of the Site and the names of all persons having any interest therein on the date hereof.

Developer has informed the City that Developer may obtain unrelated investors to participate in the ownership of the Project. The City agrees that Developer may at any time and from time to time transfer, sell or cause to be transferred or sold in any manner the Project, the Site or Developer's rights under the Agreement, provided that: (i) the transfer or sale does not create a conflict of interest in violation of any law, ordinance, regulation or executive order, and (ii) in connection with such transfer or sale there is made to the City such economic disclosures as are required by applicable law. The provisions

contained in this subsection 6.4 shall be in effect until the City issues its Certificate regarding the Phase II improvements.

6.5 Survival.

All representations and warranties contained in the Agreement are made as of the execution date of the Agreement and the execution, delivery and acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

6.6 Mutual Assistance.

The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments, petitions and certifications, as may be necessary or appropriate, consistent with the terms and provisions of the Agreement.

6.7 Cumulative Remedies.

The remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by the Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

6.8 Disclaimer.

No provision of the Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City.

6.9 Notices.

Any notice called for herein shall be in writing and shall be mailed postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If To The City:

Commissioner
Department of Planning
Room 1000, City Hall
Chicago, Illinois 60602

With A Copy To:

Corporation Counsel
City of Chicago
Room 511, City Hall
Chicago, Illinois 60602

If To Developer:

Linpro Chicago Land
Limited Partnership
200 Berwyn Park, Suite 300
Berwyn, Pennsylvania 19312

With A Copy To:

The Linpro Company
111 West Washington Street
Suite 1042
Chicago, Illinois 60602

Sidley & Austin
One First National Plaza
Chicago, Illinois 60602
Attention: Greg Furda

Notices are deemed to have been received by the parties three (3) days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

6.10 Headings.

The headings of the various sections and subsections of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

6.11 Governing Law.

The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.12 Recordation of the Agreement.

Upon execution of the Agreement by the parties, Developer, at its sole expense, shall promptly record one original of the Agreement with the Office of the Recorder of Deeds of Cook County, Illinois.

6.13 No Third Party Beneficiary.

The approvals given by the City pursuant to the Agreement and the Certificate when issued by the City shall be only for the benefit of Developer, the mortgagee or other lien holder, and their successors in interest in the Site and no other person or party may assert against the City or claim the benefit of such approval or certificate.

6.14 Successors and Assigns.

The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

6.15 Severability.

If any provision of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the

Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

6.16 Counterparts.

The Agreement shall be executed in triplicate, each of which shall constitute an original instrument.

6.17 Limitation of Liability.

Except in instances of fraud or intentional material misrepresentation, the liability of Developer hereunder is limited solely to the Site and the net assets and property of Developer. Except for fraud or intentional material misrepresentation made by any partner of Developer, no partner shall be personally liable for any claim arising out of or related to the Agreement or any transactions contemplated herein. The City further agrees that a deficit capital account of any partner of Developer or the obligation of any partner of Developer to contribute capital to Developer shall not be deemed an asset or property of Developer.

In Witness Whereof, the parties hereto have executed or caused the Agreement to be executed, all as of the date first above written.

[Signature forms omitted for printing purposes.]

[Exhibit "F" attached to this Redevelopment Agreement printed on pages 17124 through 17138 of this Journal.]

Exhibits "A" through "E", "G" and "H" attached to this Agreement read as follows:

Exhibit "A".

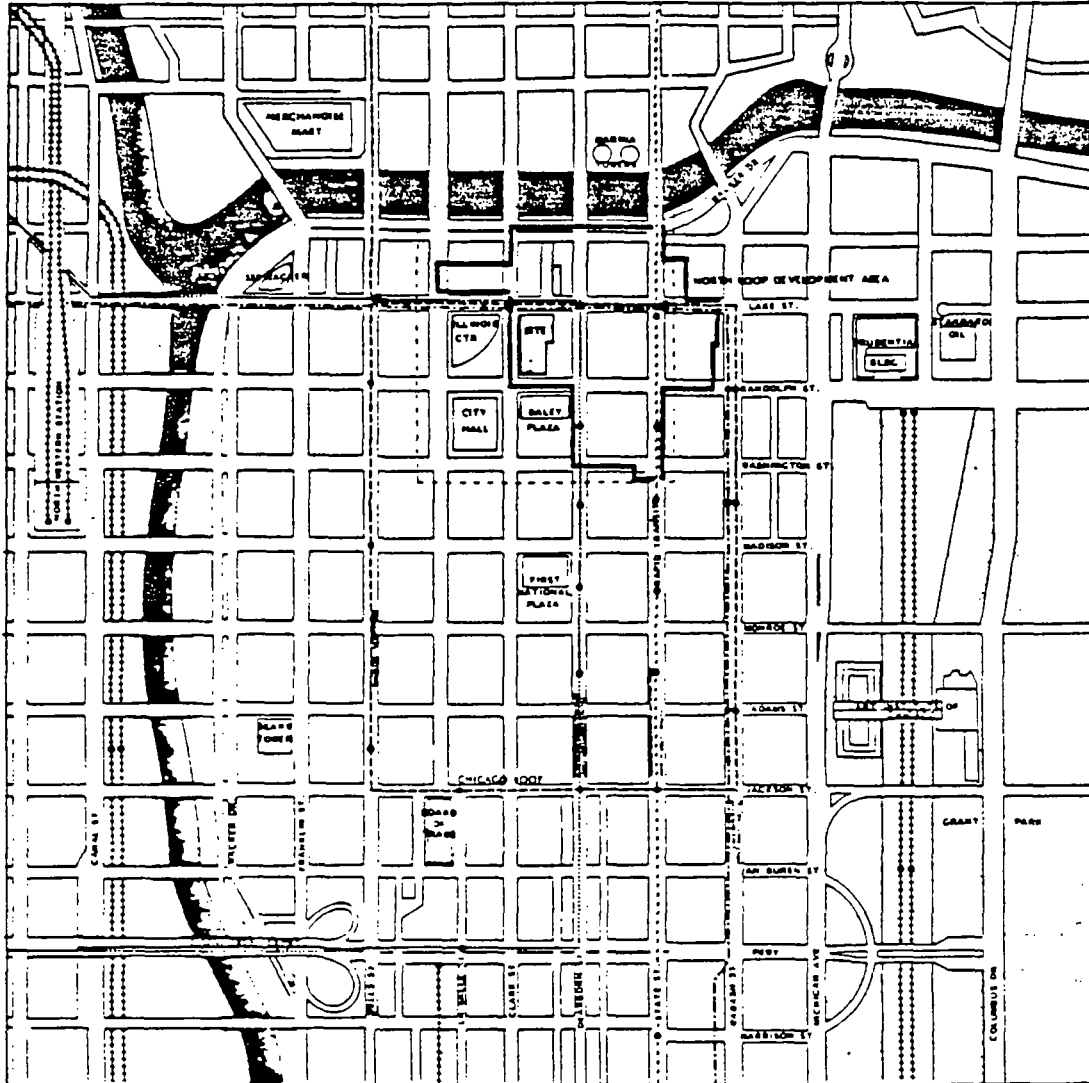
Legal Description Of Property.

At that certain parcel or parcels of land located in the City of Chicago, County of Cook, State of Illinois, more particularly described as follows:

Lots 1-9 in George Smith's Subdivision of Lot 4, the Western 41.39 ft. of Lot 2, Lots 3, 5 and 6, and that certain parcel vacated by ordinance passed May 29, 1941 and recorded September 3, 1941 as Document No. 12749899, all of the above being in Block 35 in the original town of Chicago in the east part of the Southeast 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

(Continued on page 17139)

Exhibit "F"
(Page 1 of 15)



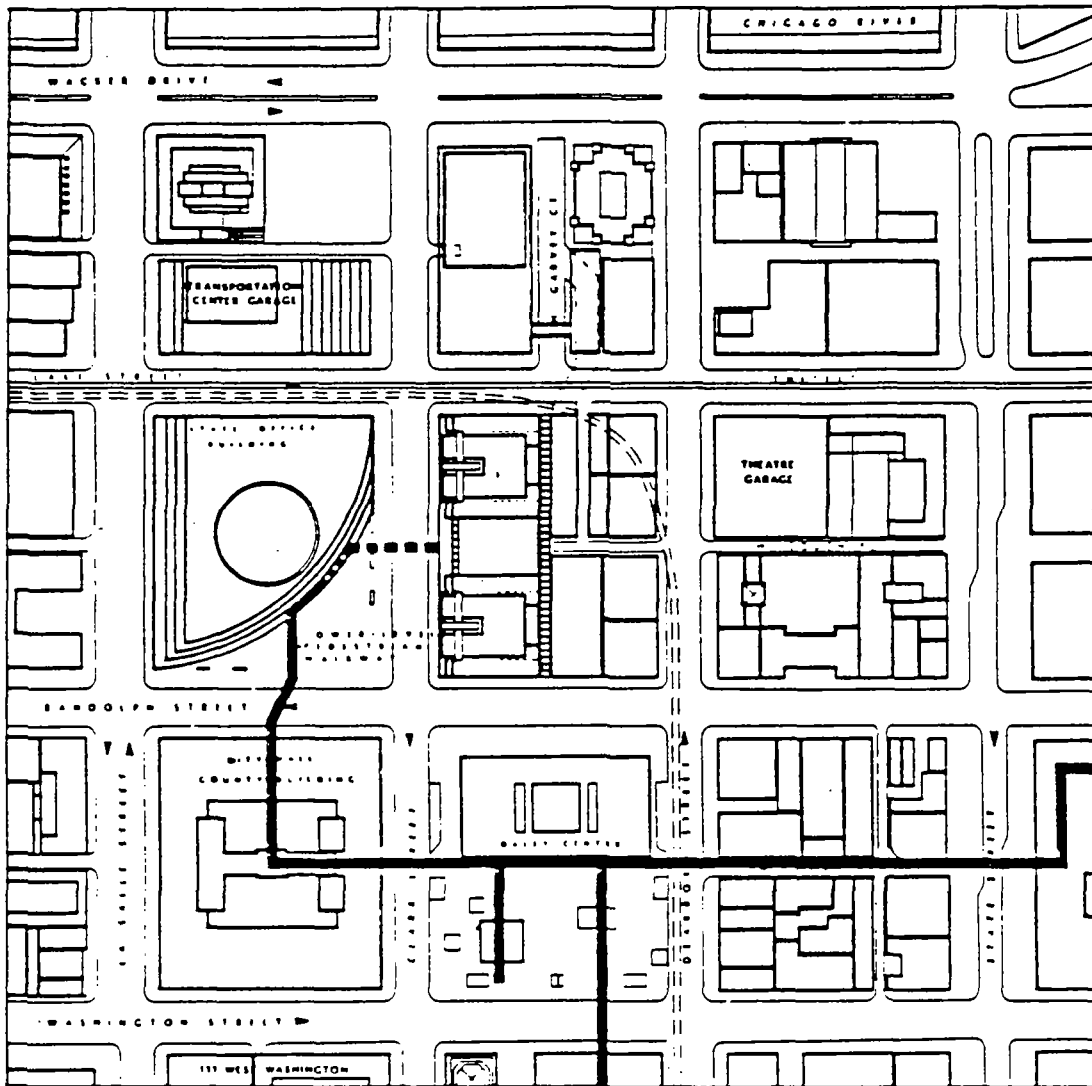
LOCATION PLAN
0 400 800 1200 1600

4/20/88

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 2 of 15)



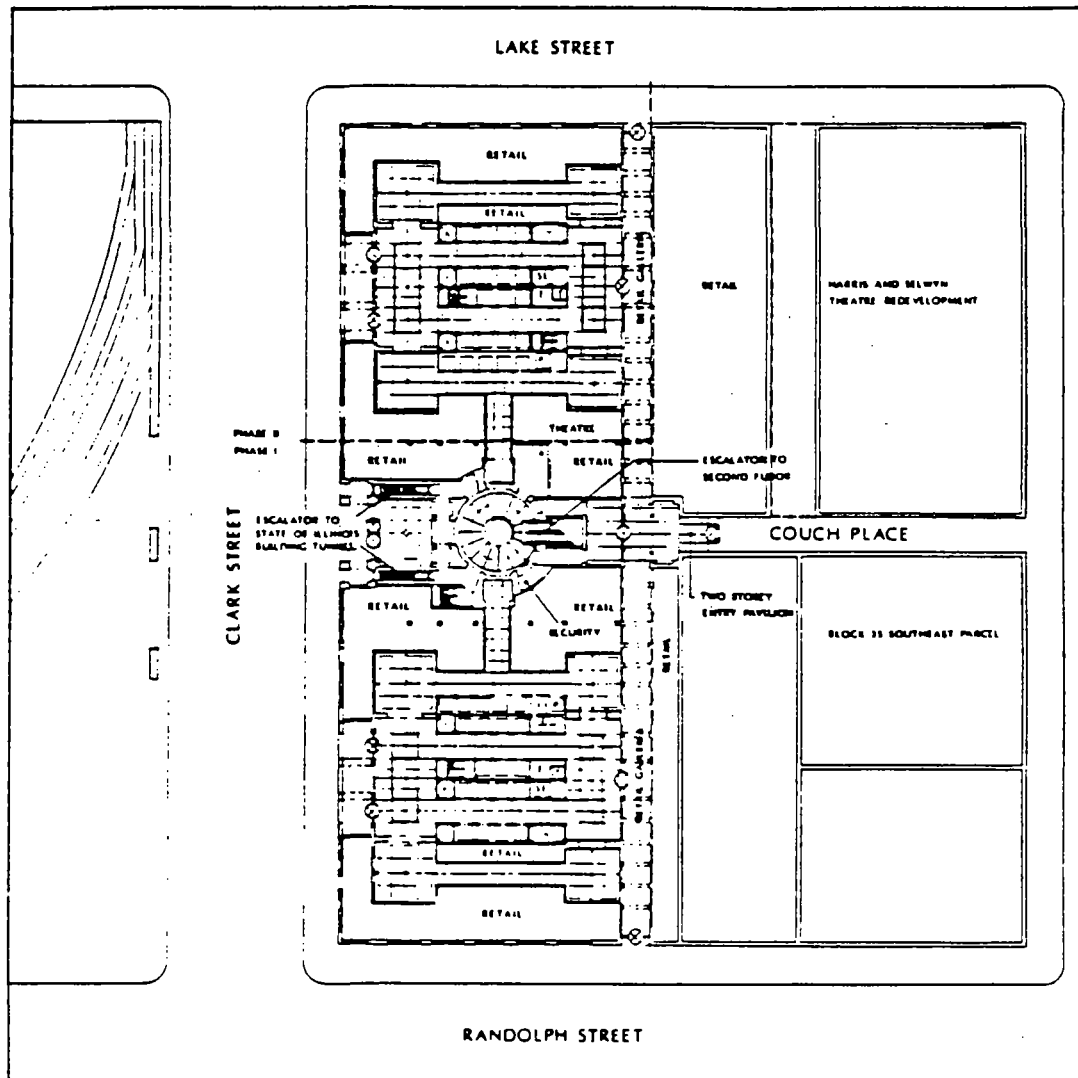

SITE PLAN
0 100 200 300 400

4/20/88

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 3 of 15)



GROUND FLOOR PLAN

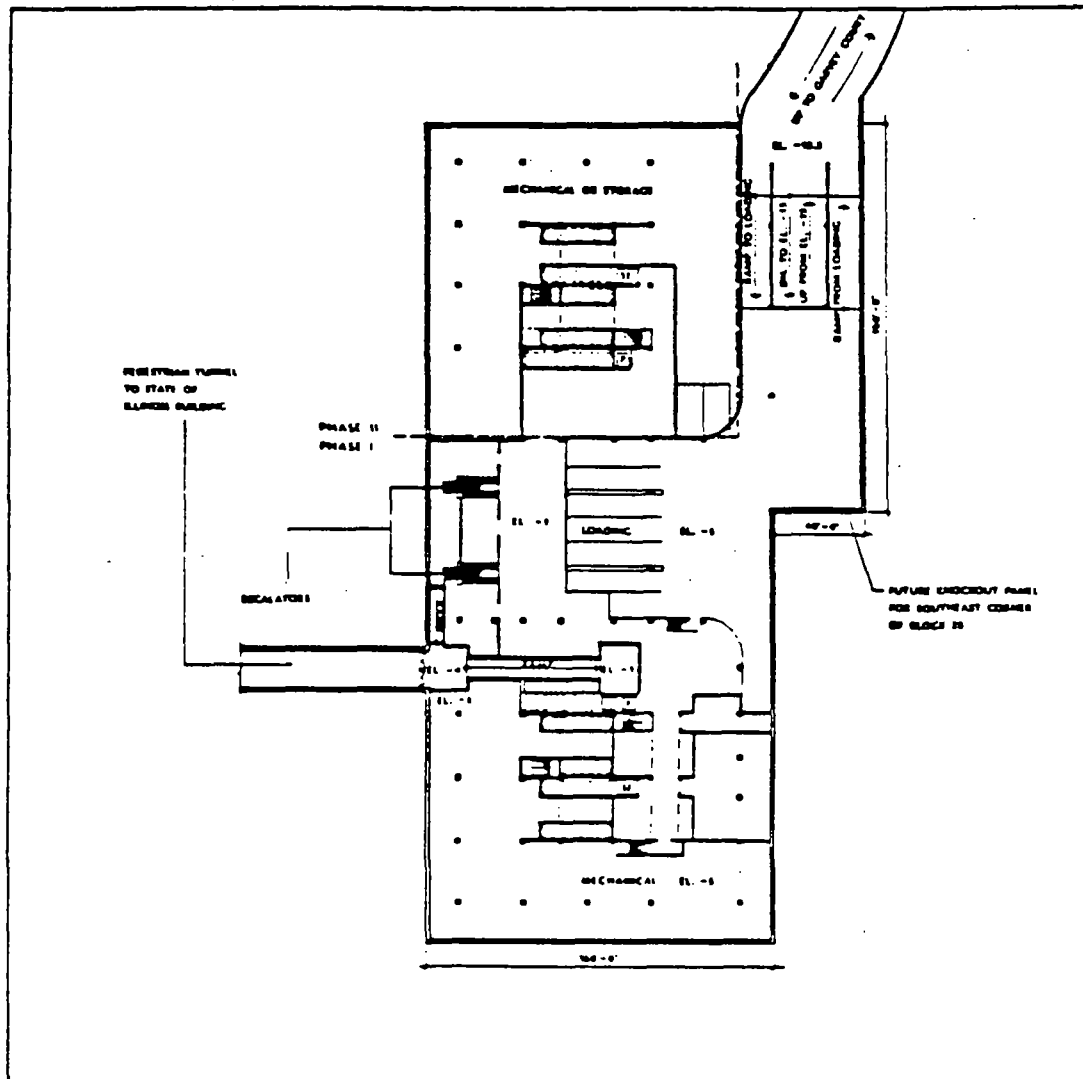
0 32 64 96 128

REVISED 5/5/88
REVISED 6/7/88

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 4 of 15)



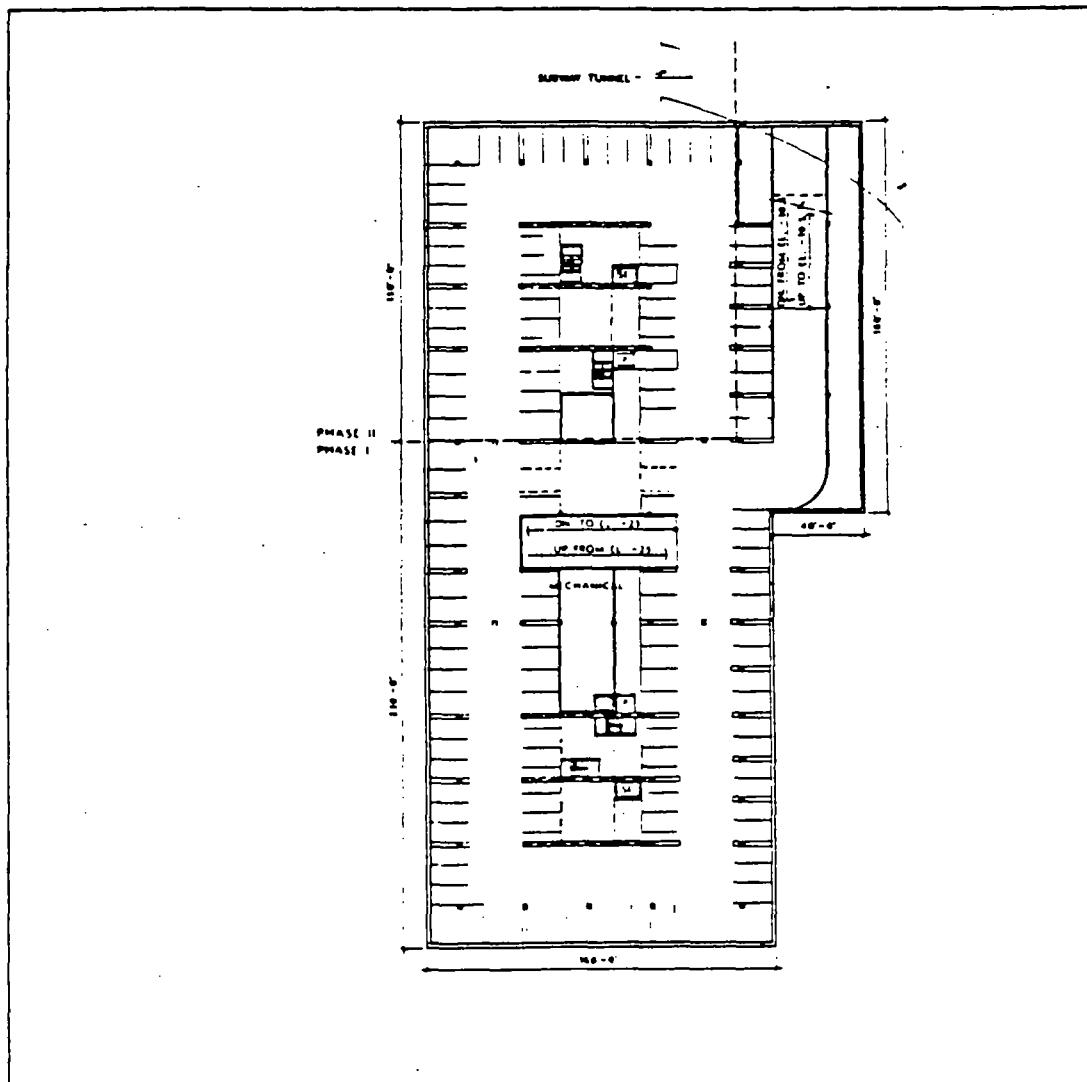
⊙
LOWER LEVEL I
0 12 24 36 48

REVISED 4/20/88
REVISED 4/20/88

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 5 of 15)




 LOWER LEVEL II (EL. -15 C.C.D.)

0 32 64 96 128

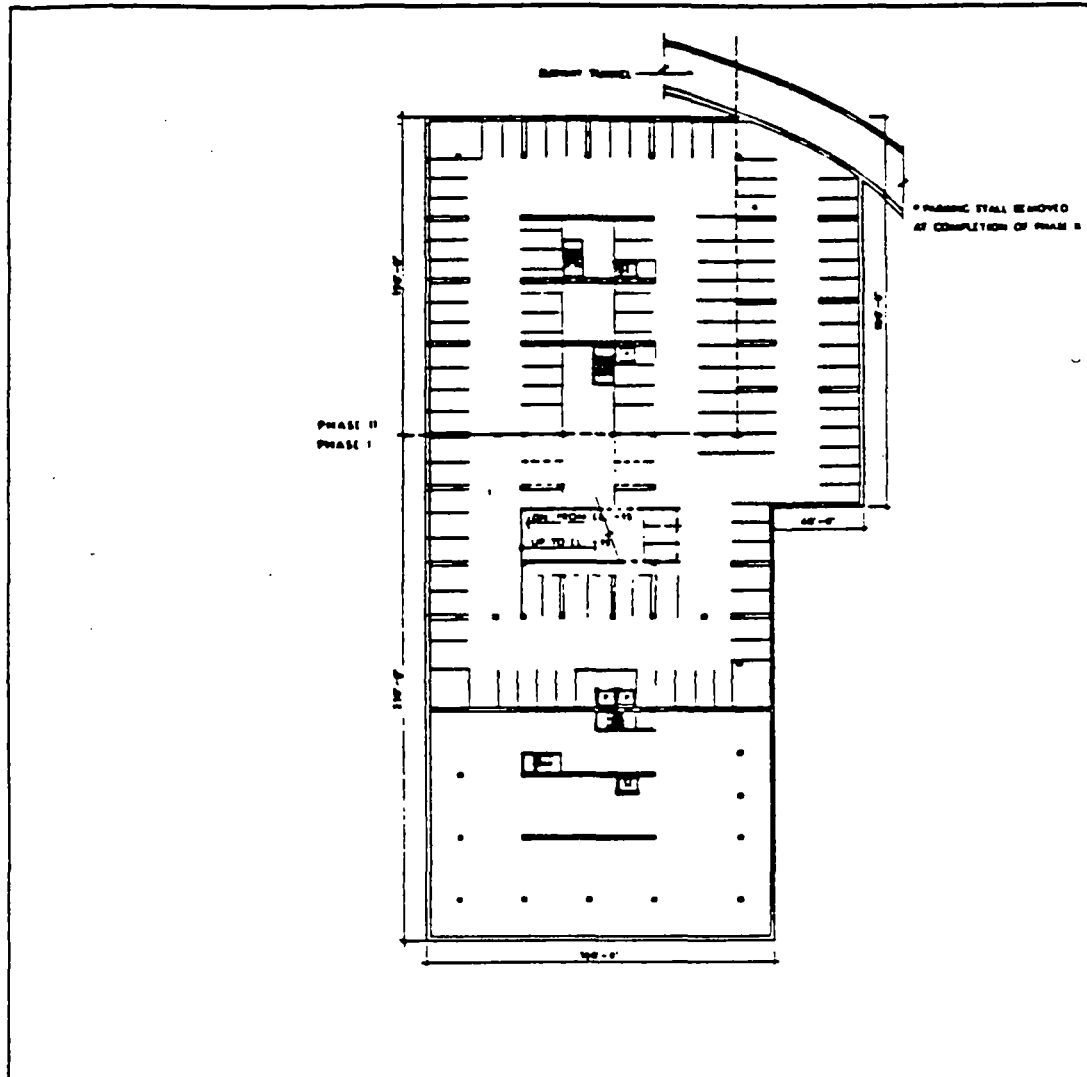
PARKING PHASE I 65 CARS
 PHASE II 50 CARS
 TOTAL 115 CARS

NOTE: DASHED PARKING STALLS ARE INCLUDED IN PHASE II PARKING COUNT.
REVISED 4/15/88

CHICAGO LINPRO TOWERS

PREPARED BY RÖHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 6 of 15)



LOWER LEVEL III

BL - 75 C.C.B.



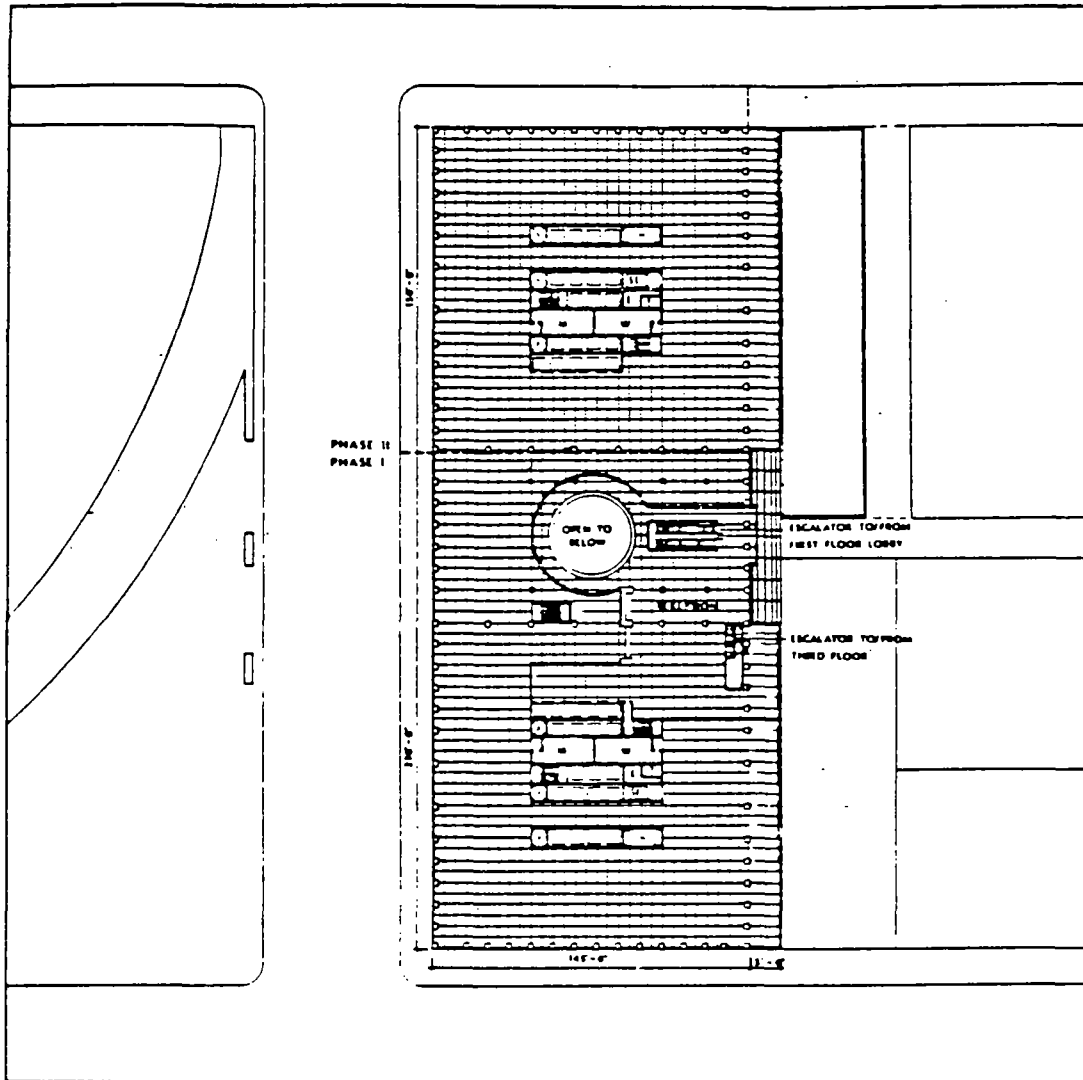
PARKING	PHASE I	71 CARS
PARKING	PHASE II	28 CARS
	TOTAL	99 CARS

NOTE: SHOWN PARKING STALLS ARE INCLUDED IN PHASE II PARKING COUNT
REVISED BY 201/04

CHICAGO LINPRO TOWERS

PREPARED BY ROHM PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 7 of 15)



SECOND FLOOR PLAN

0 32 64 96 128

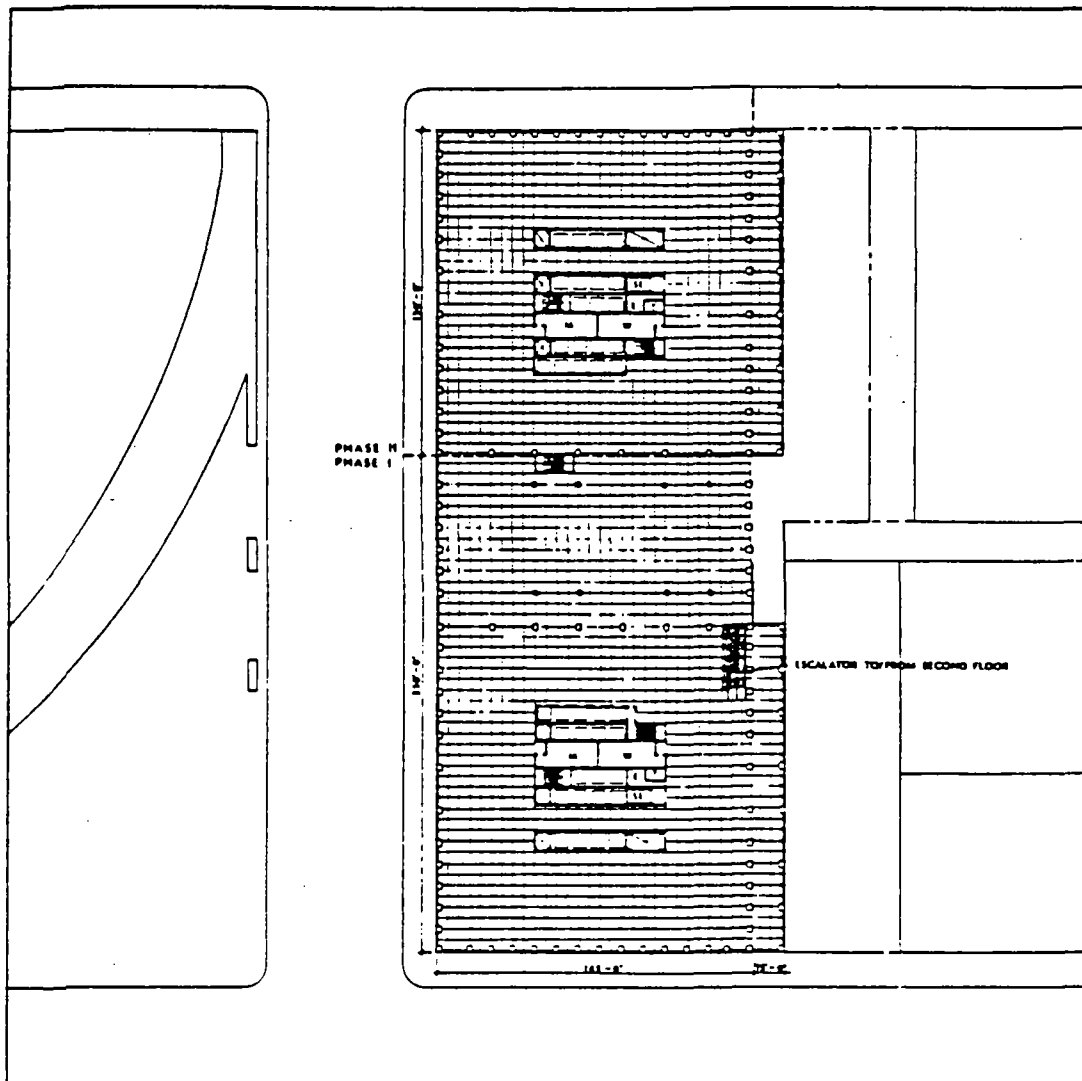
PHASE I 32,500 S.F.
PHASE II 21,700 S.F.

4/20/88

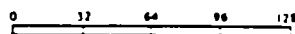
CHICAGO LINPRO TOWERS

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Exhibit "F"
(Page 8 of 15)



THIRD FLOOR PLAN



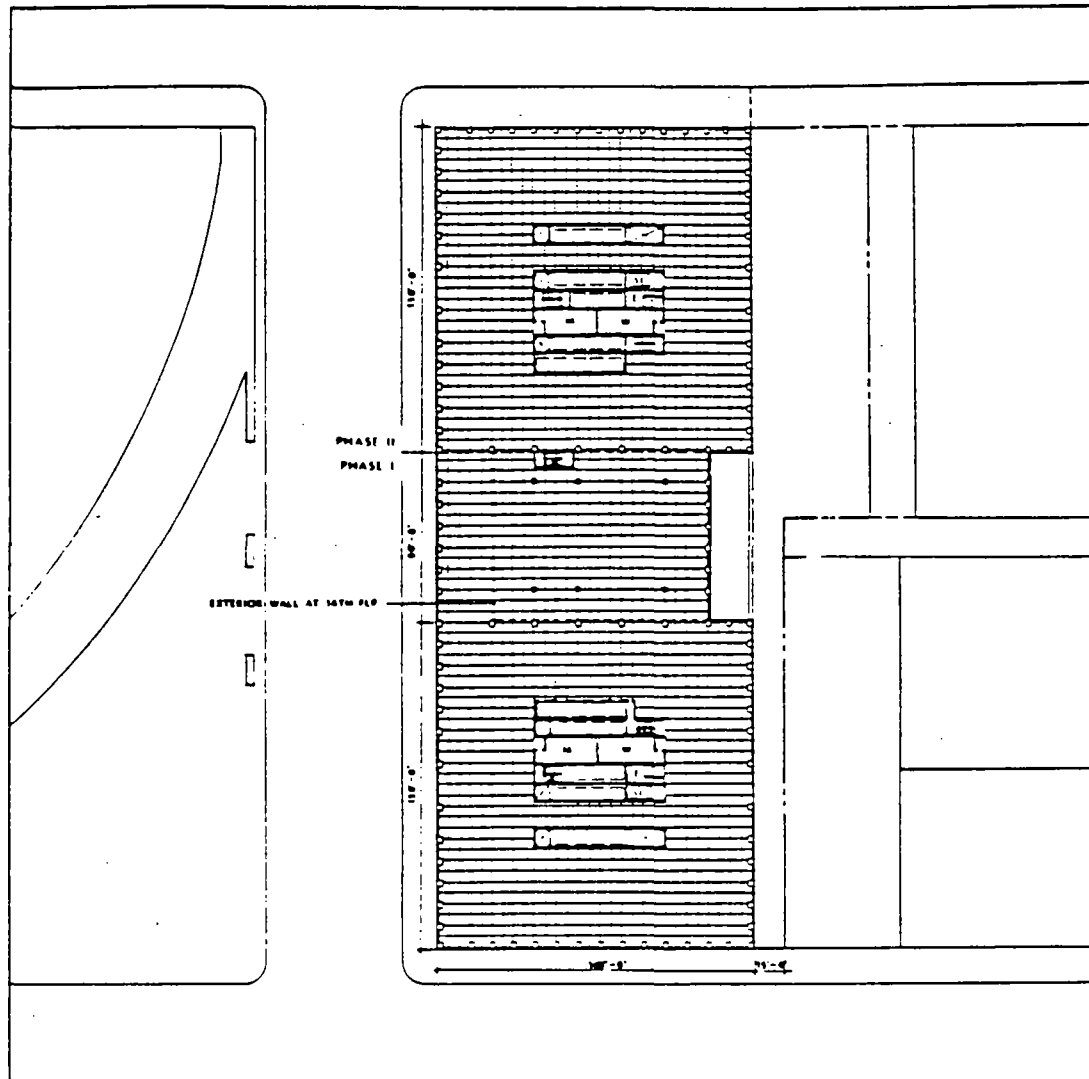
PMAD 1	23,500 L.F. 14710 F.L. 5241
PMAD 10	29,700 L.F. 14710 F.L. 5241

42 300 4.0

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 9 of 15)



LOW-RISE OFFICE PLAN

0 32 64 96 128

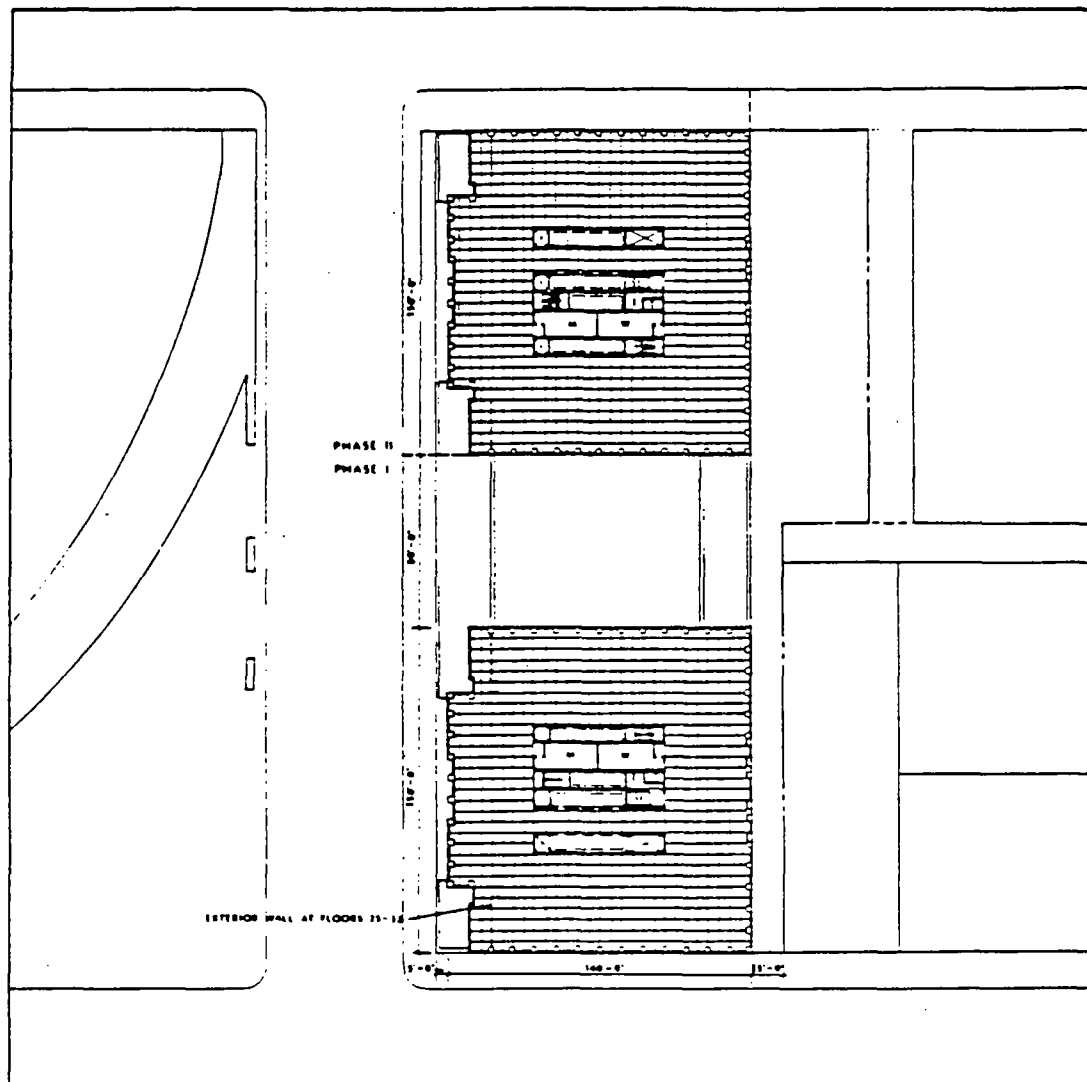
PHASE I FLOORS 4-13 32,700 S.F.
PHASE II FLOORS 1-13 21,700 S.F.

4/10/88

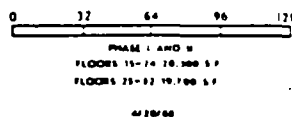
CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 10 of 15)



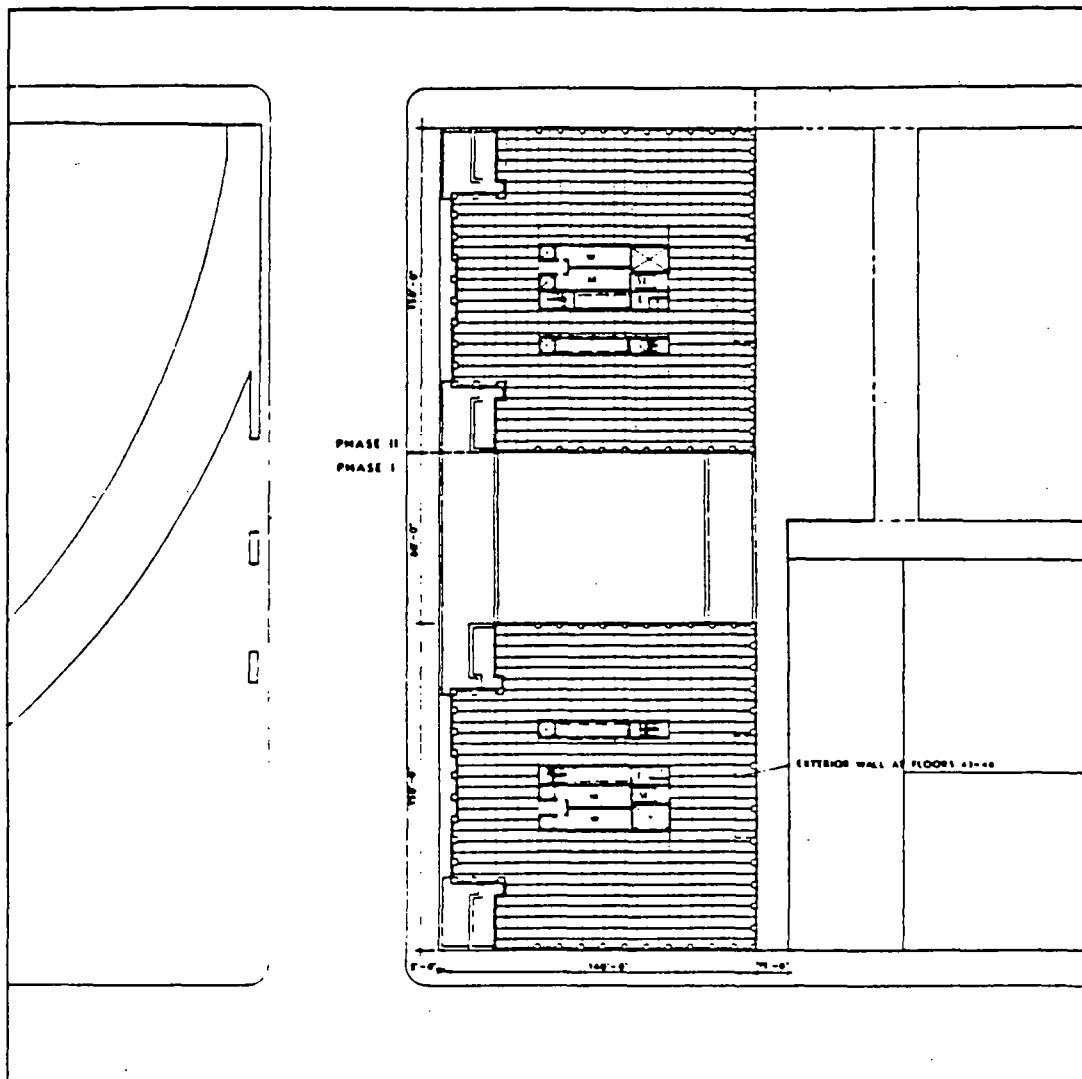
MID-RISE OFFICE PLAN



CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 11 of 15)



HIGH-RISE OFFICE PLAN

0 32 64 96 128

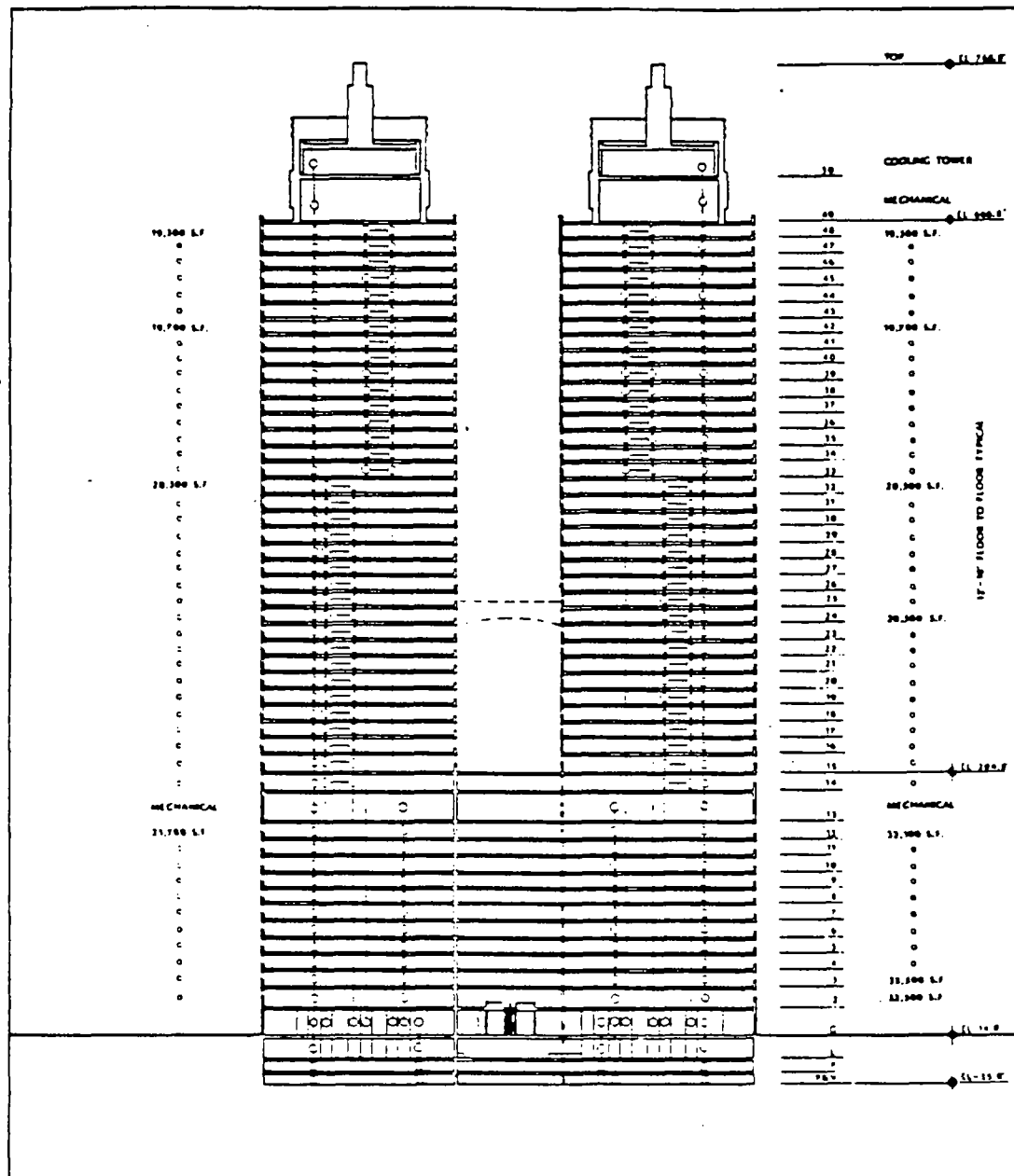
PHASE I AND II
FLOORS 33-42 70,700 S.F.
FLOORS 43-44 10,300 S.F.

4/28/88

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 12 of 15)



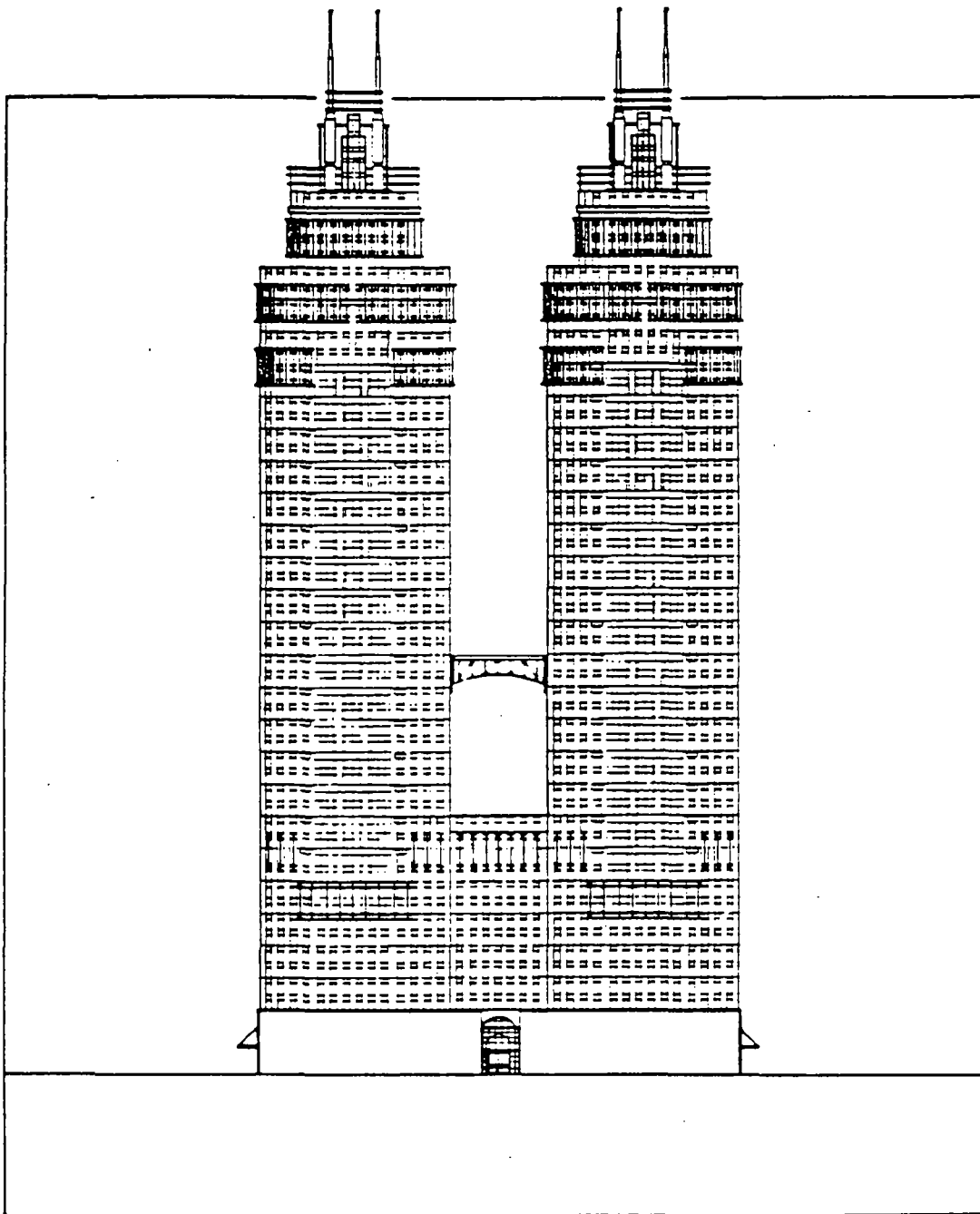
 SECTION

		0	50	100	150	200
PHASE I	TOTAL ABOVE GRADE (EXCLUDING ME C&D)					1,804,600 S.F.
	TOTAL C&D					1,371,360 S.F.
PHASE II	TOTAL ABOVE GRADE					861,000 S.F.
	TOTAL C&D					1,004,600 S.F.

CHICAGO LINPRO TOWERS

PREPARED BY EOHM PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 13 of 15)



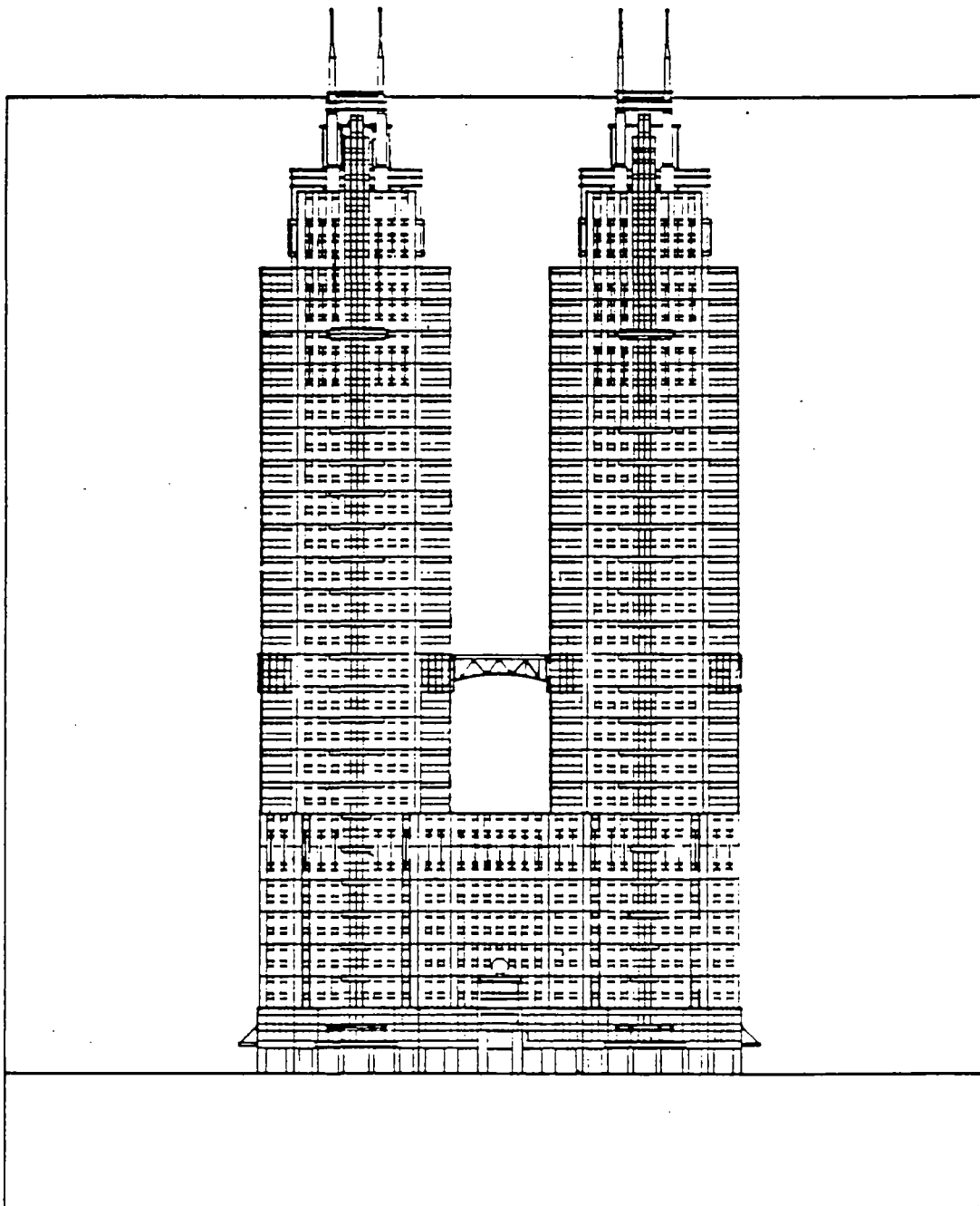
COUCH PLACE ELEVATION

0 50 100 150 200

CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 14 of 15)



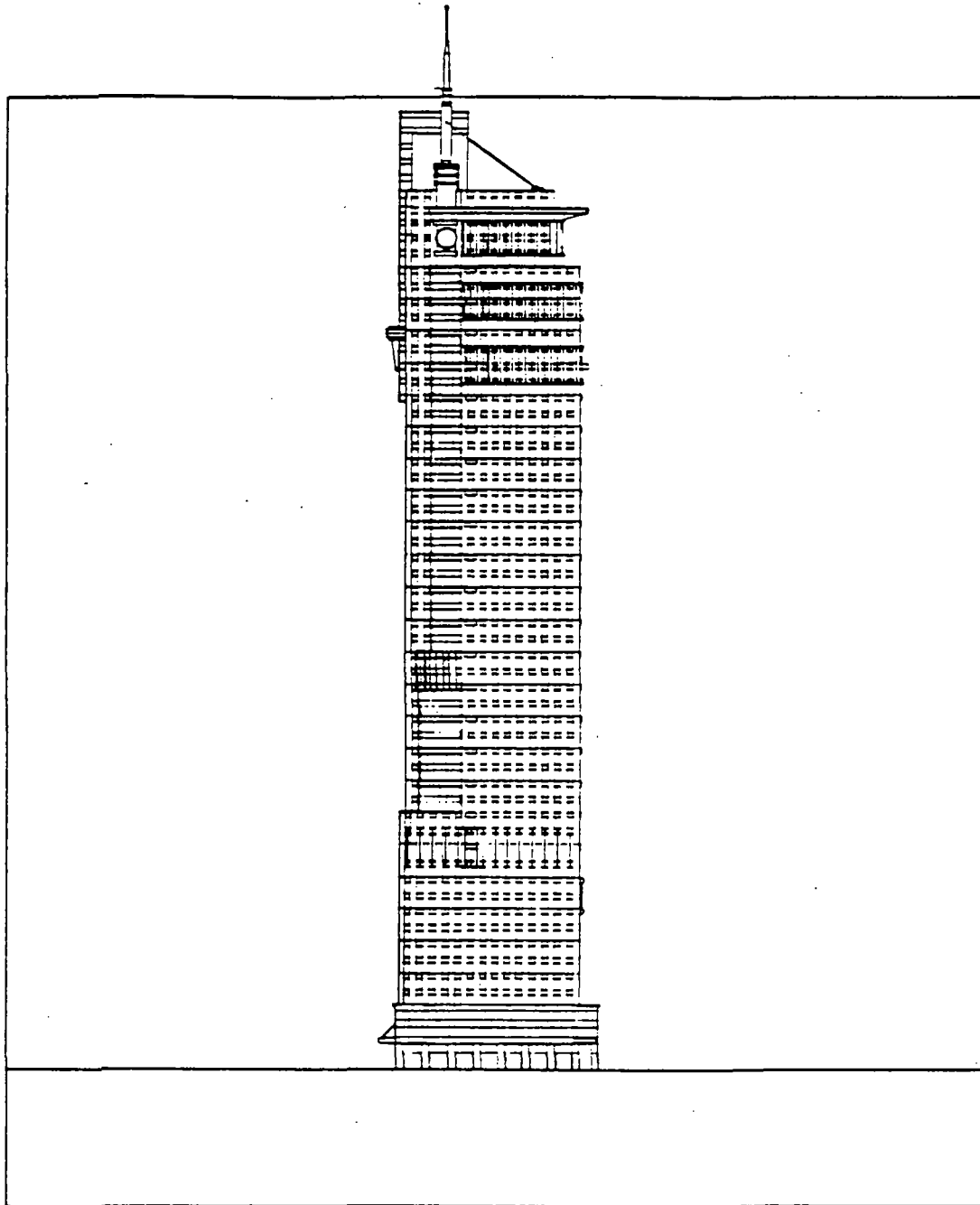
CLARK STREET ELEVATION

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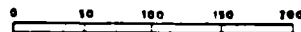
CHICAGO LINPRO TOWERS

PREPARED BY KORN FEDERSEN FOX, ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

Exhibit "F"
(Page 15 of 15)



RANDOLPH ELEVATION



CHICAGO LINPRO TOWERS

PREPARED BY KOHN PEDERSEN FOX ARCHITECTS & PLANNERS FOR THE LINPRO COMPANY

(Continued from page 17123)

The above tract of land being more particularly described as follows: Beginning at the Northwest corner of Lot 4 in George Smith's Subdivision of Lot 4 described above, being also on the South Line of West Lake Street; thence east along said South Line of West Lake Street a distance of 202.44 feet to a point that is 41.39 feet from the West Line of Lot 2 in Block 35 of the original town of Chicago described above, then south from said point a distance of 181.71 feet to a point that is 41.39 feet from the West Line of Lot 2 in Block 35 described above and on the South Line of said Lot 2; thence west along the South Line of said Lot 2 a distance of 41.39 feet to the Southwestern point of Lot 2; thence south from said point a distance of 199.13 feet to the Southeast Corner of Lot 6 in Block 35 of the original town of Chicago, said point being also on the North Line of West Randolph Street; thence west along said North Line of West Randolph Street a distance of 160.98 feet to the Southwestern point of Lot 5 in Block 35 in the original town of Chicago, said point also being on the East Line of North Clark Street; thence north on said East Line of North Clark Street a distance of 381.04 feet to the point of beginning.

Exhibit "B".

Affirmative Action Plan

To

Redevelopment Agreement

Dated As Of June 9, 1988

By And Between

The City Of Chicago And

Linpro Chicago Land Limited Partnership.

Policy Statement.

The City of Chicago is committed to a policy of providing fair and representative employment and business opportunities for minorities and women in order to remediate the adverse effects of historically exclusionary practices within the society, including the

procurement of goods and services and the award of construction contracts for publicly-supported facilities. Reflecting these findings of past discrimination against minorities and women, and in recognition of this affirmative action policy, on December 9, 1983, the City Council of the City of Chicago adopted an Ordinance (the "Ordinance") requiring affirmative action to promote employment opportunities for minority and female workers and for residents of the City in City projects. In addition, on April 3, 1985, the Mayor of the City of Chicago issued Executive Order 85-2 requiring greater utilization of minority and female-owned business entities in the City's contracting process.

The Linpro Chicago Land Limited Partnership (the "Partnership") recognizes the importance of successful Affirmative Action Programs to the continued growth and vitality of the City of Chicago. The Partnership will establish, implement and maintain a continuing Affirmative Action Program designed to promote equal opportunity in every aspect of employment and procurement of goods and services. The program will include 1) a written affirmative action plan committing the developer to provide maximum opportunity for minorities and females in its development project; 2) designation of adequate personnel to administer the program; 3) establishment of goals which are higher than the prevailing levels for minority and female employment during both the construction period and the operation of facilities; 4) formulation of achievable goals for utilization of women/minority business enterprises in the development; 5) creation of a program to provide, in cooperation with the City of Chicago, assistance and advice in the areas of leasing, planning and marketing programs in neighborhood-based projects; and 6) implementation of procedures to assure achievement of program goals, including provision of objective standards to determine how goals are being met.

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Partnership shall implement a comprehensive strategy, encouraging and providing for the greatest practicable participation throughout the Project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Partnership with the implementation of the Plan as provided herein.

The terms and provisions of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Partnership and their successors and assigns.

The City recognizes that it is Partnership's intent to hire qualified, responsible bidders for the construction of the Improvements. The City agrees that it is not the purpose or intent of this Plan to impose upon Partnership or its contractors the obligation or require Partnership or its contractors to take actions which significantly affect the cost of the

Improvements or any portion thereof (or the operation or management thereof) or result in a delay in completion of the Improvements, and it is further understood that Partnership or its contractors (consistent with the obligation to exercise good faith required by this Plan) shall be entitled to judge the qualifications of M.B.E./W.B.E. contractors utilized for the completion of the Improvements or the operation or management thereof.

1. Definitions.

Whenever the following words or terms are used in this Plan, unless otherwise defined, they shall have the meaning ascribed to them in this section. Capitalized terms not defined herein shall have the meanings defined in the Agreement.

- 1.1 "Agreement" means the contract between the City of Chicago and the Partnership dated as of _____, 1988, to which this Plan is appended.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is Black; Hispanic, regardless of race; Asian-American and Pacific Islander; American Indian or Alaskan native.
- 1.3 "Minority Business Enterprise" ("M.B.E.") means a business that is owned and controlled by one or more minority persons.
- 1.4 "Women Business Enterprise" ("W.B.E.") means a business that is owned and controlled by one or more women.
- 1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.
- 1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.
- 1.7 An "Eligible" M.B.E. or W.B.E. Firm includes any contractor or subcontractor providing services, products or materials in the Project, who has been certified by the Agency as provided in §3.5 below.

- 1.8 "Goals" means the targets established in this Agreement for M.B.E. and W.B.E. participation in the Project, or for minority and women employment in conjunction with the Project. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable M.B.E. and W.B.E. participation and minority and women employment. The establishment of specific goals herein as to M.B.E. or W.B.E. participation or minority and women employment is not intended, and shall not be used, to discriminate against any business, contractor, subcontractor, applicant or employee. Failure to meet a goal will alert the Partnership that further actions may be necessary, but shall not, by itself, establish that Purchaser has failed to use good faith efforts.
- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Small Business" means a business employing fewer than 100 employees, and which is neither dominant in its field nor the parent, affiliate or subsidiary of a business dominant in its field.
- 1.11 "Local Business" means a business located within the corporate limits of the City of Chicago, and which has the majority of its regular, full-time work force located within the City.
- 1.12 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.13 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning for all areas of administration of this Plan with the exception of certification procedures as provided in Section 3.5 hereof. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.14 "Contractor" means any person who has a contract with the Partnership (in which the parties do not stand in the relationship of any employer and an employee), which provides for any portion of the Partnership's obligation under the Agreement to be performed, undertaken or assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.
- 1.15 "Project" or "Development" means all design, construction and development of improvements required by the Agreement with the exception of the following areas of activity or cost:
- (1) Brokerage
 - (2) Financing
 - (3) Management

- (4) Syndication
- (5) Accounting
- (6) Legal Services
- (7) Architecture

1.16 "Component" means one of the divisions of _____ described below whereby M.B.E. and W.B.E. participation goals and minority and women employment goals will be applied.

1.17 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture for the Project.

1.18 "Construction Component" means, but shall not be limited to, the performance during construction of:

- (1) Earth moving including shoring
- (2) Demolition
- (3) Concrete--reinforced:
 - a. Forms and fabrication
 - b. Reinforced steel
 - c. Placement of concrete
 - d. Finish concrete
- (4) Masonry--bricklayers, granite
- (5) Structural steel
- (6) Metal decking
- (7) Miscellaneous metals
- (8) Ornamental metals

- (9) Carpentry--rough and finish
- (10) Moisture protection (roofing, etc.)
- (11) Fenestration--all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (other than tenant improvements):
 - a. Floors
 - b. Walls
 - c. Ceilings
 - d. Lath and plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
 - h. Wall coverings
 - i. Carpets
- (13) Vertical transportation
- (14) Mechanical trades:
 - a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. H.V.A.C.
- (15) Trash hauling and cleanup
- (16) Field administration
- (17) Water service

- (18) Office supplies
- (19) Security
- (20) Janitorial
- (21) Progress photos
- (22) Printing
- (23) Maintenance and mechanics
- (24) Fencing/scaffolding
- (25) Final cleanup
- (26) Equipment rental

Excluded are: energy and utility costs; taxes; permits and fees; city services; traditionally reimbursable expenses; and tenant improvements.

- 1.19 "Post-Construction Components" means all of the activities and obligations of the Partnership for the Project which apply for a period of 5 years subsequent to the issuance by the City of Chicago of the Completion Certificate for the Development.

2. Administration And Monitoring.

- 2.1 Partnership's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein. The Agency agrees to act reasonably and not arbitrarily in administering this Plan.
- 2.2 To facilitate and assure that good faith efforts are made, Partnership will assign an Affirmative Action ("A.A.") Officer to assist with the monitoring and implementation of this Plan. Partnership will provide adequate staff and support for its A.A. Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Partnership's A.A. Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Partnership on the Project. The A.A. Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the A.A. Officer shall include responsibility for the following:

- (a) Ensuring that all aspects of the Plan are properly implemented; that all employment and procurement practices of the Partnership are consistent with the Plan; and that all technical or procedural phases of compliance are met.
- (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.
- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Reviewing and monitoring Contractor Affirmative Action Reports, including, if necessary, making periodic onsite inspections to insure reported numbers on minority and female participation and minority, women and resident employees are re-reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.
- (e) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Partnership's Affirmative Action program and of its commitment to M.B.E. and W.B.E. participation and minority and women employment; and maintaining communications between the Partnership and relevant organizations as necessary.
- (f) Researching the availability of M.B.E. and W.B.E. firms and of minority and women prospective employees for business and employment opportunities.
- (g) Counseling and assisting M.B.E. and W.B.E. contractors and suppliers wishing to qualify for participation in the Development, including with respect to: (1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.

- 2.4 The Agency shall designate an Affirmative Action ("A.A.") Coordinator operating under the auspices of the Department of Planning. The A.A. Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Partnership communications and reports and transmitting Agency responses and other communications.

- 2.5 The Partnership shall require its contractors and subcontractors to furnish to its A.A. Officer reports and information reasonably requested by the Agency to implement and monitor this Plan.
- 2.6 The A.A. Coordinator shall promptly review the Affirmative Action Reports submitted by the Partnership on a monthly basis during construction and on a quarterly basis during post-construction. The A.A. Coordinator shall forward such reports to the Commissioner of the Department of Planning. The Commissioner is authorized to review, on behalf of the City, the administration of the Plan. Upon review of the Reports, the A.A. Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the A.A. Coordinator shall provide notice to the A.A. Officer within 30 days after receipt of the A.A. Reports regarding the results of the review and, if necessary, shall contact the A.A. Officer to promptly meet, and discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the A.A. Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago. Failure of the A.A. Coordinator to provide such notice shall be deemed approval of the Affirmative Action Reports.
- 2.7 The Partnership, through the A.A. Officer, in cooperation with the Agency, will develop two different reports: (1) a "short form" which provides data on dollar value of total contracts awarded, dollar value of total contracts awarded to M.B.E. and W.B.E. firms, identity of participating M.B.E. and W.B.E. firms, and actual numbers and percentages of minority and women employment in the Project; and (2) a "comprehensive report" containing a narrative description of the efforts undertaken, further analysis of results and problems, if any, and suggested further steps if required. The short form Report will be submitted to the Agency's A.A. Coordinator on a monthly basis, and the Comprehensive Report on a quarterly basis, throughout the pre-construction and construction components.

*3. Minority And Women Business Enterprises
Participation Plan.*

3.1 Introduction.

The following plan and goals are adopted by the partnership for participation by minority and women business enterprises in the Development. The Partnership shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure M.B.E. and W.B.E. Participation.

3.2.1 In making reasonable good faith efforts to meet the goals for M.B.E.

and W.B.E. participation, the Partnership will request the assistance of the Agency's A.A. Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases. The Partnership will make the M.B.E. and W.B.E. provisions and goals set forth in Sections 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in pre-construction and construction components of the Project; including appropriate provisions and goals for M.B.E. and W.B.E. participation in construction contracts let by Partnership, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Partnership on a monthly basis, information necessary for monitoring implementation of the Plan and reporting to the Agency concerning M.B.E. and W.B.E. participation.

3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Partnership has made all good faith efforts, shall include the following:

- (a) Encouragement of joint ventures between majority and M.B.E. and W.B.E. contractors as a bid package.
- (b) Breaking out contracts into smaller packages to allow for bidding by smaller M.B.E.'s and W.B.E.'s.
- (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Partnership's intent to encourage M.B.E. and W.B.E. participation into the project.
- (d) Assisting, other than financially, M.B.E.'s and W.B.E.'s in obtaining bonding and insurance.
- (e) Assisting, other than financially, M.B.E.'s and W.B.E.'s in submitting bids by offering Partnership's consultation.
- (f) Assisting, other than financially, M.B.E.'s and W.B.E.'s in obtaining certification.
- (g) Requesting the assistance of the Agency's A.A. Coordinator in identifying certified, pending and certifiable minority and women businesses for contracts, subcontracts and other purchases.
- (h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining M.B.E. and W.B.E. participation:
 - (a) Chicago Urban League
 - (b) Chicago Economic Development Corporation

- (c) Chicago United
- (d) Illinois Department of Commerce and Community Affairs
Small Business Office
- (e) Minority Economic Resource Corporation
- (f) National Association of Women Business Owners
- (g) Alexander Grant & Company, Minority Business Development
Center
- (h) Association of Asian Construction Enterprises
- (i) Black Contractors United
- (j) Hispanic-American Construction Industry Association
(H.A.C.I.A.)
- (k) City of Chicago, Department of Purchases, Office of Contract
Monitoring and Supplies
- (l) National Minority Suppliers Development Council, Inc.
- (m) Chicago Regional Purchasing Council

3.2.3 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible or economically unreasonable to obtain M.B.E.'s or W.B.E.'s to perform sufficient work to fulfill the commitment stated in 3.3.2 hereof, a waiver of all or a portion of the goals may be granted.

3.3 M.B.E. and W.B.E. Participation Components and Goals.

3.3.1 The M.B.E. and W.B.E. participation components shall be: (1) Pre- construction; (2) Construction; and (3) Post-construction.

3.3.2 The dollar goals for participation by eligible M.B.E.'s and W.B.E.'s in the Pre-construction and Construction Components shall be 25% M.B.E. and 5% for W.B.E. firms of the aggregate costs for such components, and 30% for Local Businesses.

3.3.3 To the extent practicable, the Partnership shall identify contracts requiring the expenditure of funds not exceeding \$10,000 for bids to be submitted solely by M.B.E., W.B.E., Small Business and Local Business firms.

3.4 Additional Provisions Concerning Calculating M.B.E. and W.B.E. Participation.

- 3.4.1 In the event that less than 51% of a joint venture is owned by a non- M.B.E. or non-W.B.E. partners or owners, the Partnership shall receive proportionate credit towards meeting the M.B.E. and W.B.E. goals. For example, a 25% minority owned joint venture that receives a \$100,000 contract would entitle the Partnership to a \$25,000 credit.
- 3.4.2 Where an eligible M.B.E. or W.B.E. firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Partnership shall receive credit only for that portion of the contract actually performed by the eligible M.B.E. or W.B.E. firm and for those amounts subcontracted to another eligible M.B.E. or W.B.E. firm. Partnership shall receive credit for, and there shall not be excluded, dollars spent by an eligible M.B.E. or W.B.E. firm to purchase materials and supplies specific to this Project from non-M.B.E. or non-W.B.E. firms.
- 3.4.3 Where a firm which is not an M.B.E. or W.B.E. is awarded a contract, and said firm subcontracts a portion of that contract to an eligible M.B.E. or W.B.E. firm or Local Business, the Partnership shall receive credit for the portion of the contract subcontracted to the M.B.E. or W.B.E. firm or Local Business. Partnership shall receive credit for dollars spent by a firm which is not an M.B.E. or W.B.E. firm or Local Business to purchase materials and supplies specific to this Project from an M.B.E. or W.B.E. firm or Local Business.
- 3.4.4 The Partnership shall be considered to have made a reasonable good faith effort to implement the goals and requirements of the plan if the Partnership demonstrates to the Agency that there are not sufficient M.B.E.'s or W.B.E.'s reasonably or readily available to fulfill the requirements of this Plan. The reasons for which such determination shall be warranted shall include, without limitation the following:
- (a) Lack of a sufficient supply of Local Businesses and certified, responsible M.B.E.'s or W.B.E.'s (with respect to such characteristics as financial capacity and capacity to meet the requirements of the work) in the Chicago Metropolitan Area ("S.M.S.A.").
 - (b) Inability to obtain competitive prices from available Local Businesses, M.B.E.'s and W.B.E.'s in the S.M.S.A., based upon prevailing prices on the open market as determined by Partnership, provided that in all such cases there shall be submitted to the Agency a statement listing the name and bid amount of each person or firm bidding on the same portion or part of the contract as bid as such M.B.E.'s or W.B.E.'s or Local Businesses.
 - (c) Failure of available Local Businesses, M.B.E.'s or W.B.E.'s to submit bids with respect to particular aspects of the Project.
- 3.5 Agency Certification of Eligibility of Minority and Women Business Enterprises.

- 3.5.1 The Department of Purchases, Contracts and Supplies of the City of Chicago shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Partnership or otherwise) who represent that they qualify as minority or women business enterprises. In either instance, the Department of Purchases, Contracts and Supplies shall certify each firm's (a) status as an M.B.E. or W.B.E. entity, and (b) area(s) of specialty or expertise determined by the Purchasing Agent to be most reflective of the firm's true specialty or expertise. Certification by the Agency shall be conclusive as to the M.B.E. or W.B.E. eligibility of a firm.
- 3.5.2 All requests for certification and additional information required, if any, should be submitted to the Director of the Office of Contract Monitoring and Compliance of the Department of Purchases, Contracts and Supplies of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's A.A. Coordinator. Upon request, the Agency shall advise the Partnership whether a proposed or bidding M.B.E. or W.B.E. firm has been previously certified within fourteen (14) working days by the City and, with respect to other firms, within twenty-one (21) days that (a) a firm has been certified as any M.B.E. or W.B.E., or (b) that additional information is required in order to complete the certification process. If additional information is required, such shall be furnished by the applying firm within seven days after notification by the Department of Purchasing, and a final determination shall be made relative to certification within sixty days after receipt of such additional information. In all cases, applying firms and the Partnership will receive at least preliminary certification or denial--upon which the Partnership may rely for the purpose of this Development and Plan--within 60 days of initial application. If the Partnership has not received this preliminary determination within 60 days, then the proposed M.B.E. or W.B.E. firm shall be presumed to be an eligible firm for the purposes of this Plan. On request of the Partnership and applying firm the time for submission of additional information and Agency determination of eligibility shall be extended, in which case the presumption of eligibility shall not apply.
- 3.5.3 If at any time it is determined that any M.B.E. or W.B.E. certification has been falsely obtained, the Partnership may seek to cure or correct the defect by whatever remedy is necessary. The Partnership's M.B.E. and W.B.E. contracts shall provide that all such contracts and subcontracts may be terminated if (a) the contractor's or sub-contractor's status as M.B.E. or W.B.E. was a factor in the award of such contract or sub-contract, and (b) the status of the contractor or sub-contractor was misrepresented. In such event, the Partnership shall discharge the disqualified M.B.E. or W.B.E. and, if possible, identify a qualified M.B.E. and W.B.E. as its replacement.
- 3.5.4 The Partnership's minority and women business enterprise contracts shall require that all M.B.E.'s and W.B.E.'s report within 14 days to the Partnership's A.A. Officer, and justify any changes in the ownership and control of the firm that occur during the duration of that contract. The Partnership shall promptly notify

the Purchasing Agent and the A.A. Coordinator of any and all changes in the ownership and control of an M.B.E. and W.B.E. firm.

- 3.5.5 Any disputes arising between Partnership and the City concerning the eligibility of M.B.E.'s or W.B.E.'s shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall be uniformly applied to all applicants. Such procedures shall not be subject to arbitration.

4. Minority And Women Employment Plan.

- 4.1 The following plan and goals are adopted by the Partnership for employment of minority and women workers in the Construction Component of the Development. During the construction of the improvements provided for in the Agreement, Partnership shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment during the Construction Component shall be 25 percent minority and 5 percent women employees. The employment goals for residents of the City of Chicago shall be 30 percent.
- 4.3 The Partnership may submit a written request for a waiver of all or a portion of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 The Partnership shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.5 The Partnership will post in conspicuous places notices setting forth its affirmative action policy, particularly as reflected in Section 4.4.
- 4.6 All solicitations of advertisements for employees placed by or on behalf of the Partnership shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Partnership will cause the foregoing provisions to be inserted in all contracts and subcontracts for any work performed in this Development so that such provisions will be binding upon each contractor or subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 4.7 The Partnership will notify recruitment sources, and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Partnership will contact, or will require its contractors to contact, the organizations listed below and similar organizations and solicit assistance in obtaining minorities and women to be employed on the Project and maintain a record of such organization's responses:

- (a) Department of Planning
- (b) Mayor's Office of Employment and Training
- (c) Chicago Urban League
- (d) Chicago Economic Development Corporation

- 4.8 The Partnership will ensure and maintain a working environment free of harassment, intimidation, and coercion at the Development, and in all facilities at which employees are assigned to work, and will specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of affirmative action policy. The Partnership will use its best efforts to ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel in employment-related activities to ensure that E.E.O. policy is being implemented.

- 4.9 The Partnership will notify all contractors and use its best efforts to require its contractors to notify all subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

In particular, Partnership will require substantially the following provisions in all construction contracts and subcontracts:

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoffs, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to identify and use minority men and women subcontractors for any work subcontracted by it, whenever possible. Further, it is understood and agreed that the Contractor shall have a goal of subcontracting twenty-five percent (25%) of the work to M.B.E.

enterprises and an additional five percent (5%) of subcontractors to W.B.E. enterprises. The Contractor further agrees that upon the Partnership's request, it shall prepare in written form and send to the Partnership, a minority and women head count for its total work and subcontractors employed.

- (c) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (d) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (e) The Contractor agrees to use its best efforts to insure that all of the work is performed by work forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Partnership as often as may be required by the Partnership, its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.
- (f) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Partnership as often as may be required by the Partnership. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (g) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it whenever practicable. Reports documenting such efforts will be submitted to the Partnership as often as may be required by Partnership.
- (h) The Contractor agrees to make and submit to the Partnership manpower utilization reports including the hours worked on the Project by minority and women employees and by City residents as often as may be required by Partnership.
- (i) Meetings of Partnership's and Contractor's supervisory and personnel office employees will be conducted as required by Partnership, at which time affirmative action policy and its implementation will be reviewed and explained.

- (j) The Contractor agrees to comply with all applicable federal, state and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (k) During the contract period, the Contractor will maintain and make available to the Partnership documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, and actual dollar amount of contract award.
- (l) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Partnership as often as may be required by the Partnership.
- (m) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (n) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work:
 - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this contract and shall deliver copies of such notices of Partnership.
 - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of its desire to receive referrals of qualified minority and women individuals.

5. Dispute Resolution.

- 5.1 If at any time during the existence of this Plan the Agency believes that the Partnership is substantially failing to comply with the terms of this Plan, the Agency's A.A. Coordinator shall provide a written report to the Partnership's A.A. Officer explicitly invoking this section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Partnership disagrees with the Agency's evaluation, the A.A. Coordinator

and A.A. Officer shall meet within fifteen (15) days and make every good faith effort to resolve the differences. If resolution is still not obtained, senior representatives of the Department of Planning and the Partnership shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.

- 5.3 If any Agency and the Partnership have consulted pursuant to Section 5.2 but been unable to resolve their differences within forty-five (45) days following the Notice of the City invoking this section, the matter shall be submitted to binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the Project is required by the Plan. The sole issues which may be presented and decided in arbitration are whether such proposed steps are required to comply with the Plan and issues concerning the financial capability of M.B.E.'s and W.B.E.'s as described in Section 3.5.5. The arbitrators shall only have the authority to direct the Purchasers to undertake specific actions in order to demonstrate good faith efforts as required by this Plan. Such arbitration shall be the sole method of final dispute resolution concerning Section 17 of the Agreement and the implementation of this Plan, in lieu of any other remedies. The arbitration shall be conducted in accordance with the Federal Rules of Evidence.

- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Partnership, one by the Agency and the third selected by agreement of the first two arbitrators. The Partnership and the Agency shall designate their respective arbitrators within thirty (30) days after the submission of the dispute to arbitration, and the third arbitrator shall be selected within thirty (30) days thereafter. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor. The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable. Notwithstanding any other provision contained herein, it is understood that the arbitrators shall have no authority to award damages.

6. Resident Employment And Post-Construction Provisions.

- 6.1 General Provisions.

- 6.1.1 For the first five years following the issuance by the City of Chicago of a Competition Certificate for the Project, the Partnership shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:

- (a) With regard to the direct employees of the Partnership, the employment of city resident workers in the post-construction component of the Project; and
 - (b) Participation of M.B.E.'s and W.B.E.'s and of minority and women employees in the post-construction operations of the Partnership with respect to the Project.
- 6.1.2 The Partnership's obligations in these areas are to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2 - 4, as relevant to the respective M/W.B.E. or employment activities described in Part 6.
- 6.2. Employment of City Residents in the Post-Construction Component.
 - 6.2.1 With regard to direct employees of the Partnership, the Partnership will make good faith efforts, consistent with those described in Part 4, to achieve an employment goal of 30% for City resident workers in the post-construction component of the Project.
 - 6.2.2 The Partnership will seek to incorporate into the reports described in Section 2.7 information on its efforts and results with respect to resident employment. In any event, Partnership will report at least quarterly to the Agency the level of resident employment achieved.
- 6.3 M.B.E. and W.B.E. Participation and Minority and Female Employment During Post-Construction Operations.
 - 6.3.1 During post-construction operations, the Partnership will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of M.B.E. and W.B.E. participation and minority and women employment described below.
 - 6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operation of this development). The goals shall apply to such direct employees whether they are employed by the Partnership, a property management firm affiliated with the Partnership or a contractor.
 - 6.3.3 The M.B.E. and W.B.E. goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).
 - 6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or M.B.E./W.B.E. goals shall be applicable at the election of the Developer.

- 6.3.5 The employment goals for minority employees for these Post- Construction Components of the project shall be 25% Black, 16% Hispanics and 5% Women.
- 6.3.6 The M.B.E./W.B.E. goals for the Post-Construction Component shall be 25% for M.B.E. firms, 5% for W.B.E. firms and 30% for local businesses.
- 6.3.7 The Partnership is responsible for collecting employment and M.B.E./W.B.E. utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.
- 6.3.8 The Partnership will include provisions in all relevant contracts specifying employment or M.B.E./W.B.E. obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

7. No Third Party Benefit.

- 7.1 This Plan shall be construed as an agreement between the Partnership and the City and no third-party shall be entitled to enforce any of the provisions hereof.
- 7.2 The Partnership and the City of Chicago agree that actions for the enforcement of this Plan pursuant to Section 5 hereof may be brought only by the City and by no other party, whether or not the provisions hereof may be construed as benefitting any third party and no party shall be construed as or have the rights of a third-party beneficiary under this Plan.

[Signature forms omitted for printing purposes.]

Exhibit "C".

*Agreement To Provide Assistance
To Neighborhood Development.*

This Agreement To Provide Assistance To Neighborhood Development ("Agreement") by and between the City of Chicago, an Illinois municipal corporation ("City") and Linpro Chicago Land Limited Partnership, an Illinois limited partnership ("Developer").

Recitals:

Whereas, the City and Developer shall enter into that certain redevelopment agreement known as "Block 35, North Loop Project Redevelopment Agreement" ("Redevelopment Agreement"), to which the Agreement is appended; and

Whereas, the Redevelopment Agreement provides in part that Developer shall use its best efforts to construct two first class office towers and additional improvements on Block 35 of the North Loop; and

Whereas, Developer has located its project within the City as a sign of its commitment to the continued economic revitalization of the City; and

Whereas, Developer acknowledges the importance of improving the quality of life in City neighborhoods; and

Whereas, the parties agree that they shall cooperate with neighborhood development activities by providing advice and assistance, when necessary;

Now, Therefore, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitations set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. Definitions. All terms used herein as defined terms shall have the meaning ascribed to them in the Redevelopment Agreement, unless otherwise defined herein to the contrary.

3. Amount of Assistance. Developer shall commit to six hundred (600) hours of technical assistance toward neighborhood economic development efforts, which hours must be utilized within five (5) years of approval of the Planned Development referred to in the Redevelopment Agreement. Developer shall not be required to devote more than twenty (20) hours in any particular month in fulfilling its obligations under the Agreement. If Developer provides more service than is required in any particular month, such service shall be credited against Developer's time allocation set forth in this paragraph.

4. Selection of Neighborhood Groups. The City of Chicago shall select those neighborhood groups ("Groups") to receive assistance under the Agreement. Developer, however, shall have the opportunity to suggest suitable neighborhood groups for designation as a Group to receive assistance under the Agreement.

5. Provision of Assistance. Developer shall provide assistance to Groups under the terms of the Agreement pursuant to written request from the City. The services provided by Developer hereunder, notwithstanding any provision contained herein to the contrary, shall be limited to the following:

- a) Attendance at reasonable times at meetings with City officials and Groups, and attendance at meetings between the Groups and prospective market and media representatives, sellers, brokers and lenders, subject to resolution of scheduling conflicts with other parties; and
- b) Review and comment within a reasonable time on communication projects, acquisitions, financing, development, zoning, management and operation plans and budgets for the Groups.

Any request by the City for technical assistance services from Developer must be accompanied by reasonable, supporting information detailing the nature of the technical assistance required, the name, financial status, credit worthiness and experience of the Group requiring technical assistance and an estimate of the time required for such assistance.

Developer shall not be required to provide technical assistance unless the Group releases Developer from any liability and waives all claims against Developer or its designees, by a written release and waiver reasonably satisfactory to Developer. No financial assistance or other liability shall be incurred by Developer, excepting, however, the salaries and benefits of Developer's employees and transportation and expenses which are customarily reimbursed by Developer for its employees.

6. Evidence of Assistance. Developer shall evidence compliance with the time requirements set forth in the Agreement by any of the following means: (a) certification, in the form of an affidavit, as to time served; (b) certification from a Group as to the time served; or (c) any other means reasonably evidencing such participation.

The City, upon written request from Developer, shall deliver a certificate to Developer addressed to Developer, any mortgagee or prospective lender, certifying that: (a) Developer is not in default pursuant to the provisions of the Agreement; (b) the number of hours remaining to be served; (c) the number of hours completed; and (d) such other information pertaining to Developer's obligations pursuant to the Agreement as Developer shall reasonably request. Said certificate shall be delivered by the City within ten (10) days from which the City receives the request for said certificate from Developer.

7. No Liability. It is agreed that Developer, its mortgagees, partners, agents, employees, shareholders, directors, officers and principals and their respective successors and assigns shall not be personally responsible or liable for providing the technical assistance referred to in the Agreement. Developer, at its sole discretion, may designate members of its senior staff or other people whom they retain who are experienced in providing such technical assistance.

If, for good cause shown to the City, Developer may decline to serve as a consultant to a Group designated by the City. Such decision to not provide assistance to a particular Group shall in no manner affect or diminish the obligations of Developer under the Agreement.

Nothing contained herein shall be deemed to obligate the Developer to pay any out-of-pocket expenses or to incur any liability in connection with the performance of its obligations under the Agreement, excepting, however, the salaries, benefits of its employees and transportation and other expenses customarily reimbursed by Developer for its employees.

8. No Disclosure. Nothing contained herein shall authorize the City to provide to any Group or require Developer to divulge any personal or financial information regarding Developer without the prior written consent of Developer. Should any principal or other designee of Developer become deceased or disabled, Developer, in its sole discretion, may designate a reasonably satisfactory substitute party to provide the technical assistance services required pursuant to the Agreement.

9. No Third Party Beneficiary. The Agreement shall be solely construed as an agreement of the City and of Developer, and no other person or organization shall be entitled to enforce any of the provisions hereof or have any rights hereunder. Actions for the enforcement of the Agreement may be brought only by the City against Developer and no person or organization shall be construed as or have the rights of a third party beneficiary under the Agreement. Nothing contained in the Agreement shall prohibit or delay issuance of a Certificate (as such term is defined in the Redevelopment Agreement) by the City. The obligations hereof shall survive the issuance of a Certificate and be binding upon Developer. The obligations hereof shall not be binding upon any mortgagee of Developer.

10. Reasonableness. The City shall act reasonably in administering the terms of the Agreement.

11. Arbitration. The dispute resolution provisions of the Affirmative Action Plan entered into between the City and Developer on June 9, 1988, attached as Exhibit _____ to the Redevelopment Agreement, shall be applicable hereto as the sole mechanism for dispute resolution as though fully set forth herein except that Developer may designate another person to serve in place of the A.A. Officer of Developer with respect to dispute resolutions hereunder. No damages or injunctive relief may be awarded but the City shall be entitled to judicial enforcement of the remedy afforded under the dispute resolution mechanism.

In no event or circumstance shall Developer, its partners or any of their respective officers, directors, shareholders, agents or employees or any of their successors and assigns be personally liable by reason of a breach of the Agreement, and all recourse of the City shall be against the applicable partnership assets of Developer and not Developer and its partners, officers, directors, agents or employees or any of their successors and assigns personally.

12. No Guarantee. The Agreement shall not be deemed as an agreement by the parties to ensure or bear any responsibility for the success or failure of any Group's activities.

13. Headings. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

14. Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

15. Successors and Assigns. The terms of the Agreement shall be binding upon the City, Developer, and their respective heirs, legal representatives, successors and assignees.

16. Severability. If any provisions of the Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

In Witness Whereof, the parties hereto have executed or caused the Agreement to be executed, all of the date first written above.

[Signature forms omitted for printing purposes.]

Exhibit "D".

Public Amenities.

Purchase and donation of the Theaters.

Perimeter retail arcade.

Pedestrian tunnel located beneath the Clark Street right of way.

North/south interior pedestrian arcade.

East/west pedestrian access.

Garvey Court tunnel improvements and access.

Improvement of Couch Place.

Exhibit "E".

*First Source Agreement
For The North Loop Redevelopment Project Block 35
Of Linpro Chicago Land Limited Partnership.*

This Agreement made this 9th day of June, 1988, by and between the City of Chicago (the "City") and Linpro Chicago Land Limited Partnership (the "Developer").

Whereas, the City deems it in the public interest and beneficial to the citizens of the City to preserve and promote employment opportunities for the residents of the City; and

Whereas, the Developer intends to develop two office towers on North Loop Redevelopment District Block 35, bounded by Clark Street, Lake Street, Dearborn Street and Randolph Street; and

Whereas, the Developer acknowledges the policy of the City of Chicago to encourage and maintain its commercial base as a means of providing employment for the citizens of Chicago; and

Whereas, the Developer volunteers to provide in connection with the proposed office towers employment opportunities for approximately 10% permanent jobs for the residents residing within the City of Chicago who are referred to the Developer by the City; and

Whereas, the Developer desires to engage the services of the Mayor's Office of Employment and Training, Chicago First Office (the "M.E.T.") to assist the property manager and retail tenants of the proposed office towers with the recruitment and referral of applicants in hiring security, parking, maintenance and retail positions at the Project;

Now, Therefore, for and in consideration of the mutual promises contained herein, and in consideration for entering into other agreements with the Developer, the parties hereto do mutually agree as follows:

- A. For purposes of this Agreement, "covered entities" shall mean the management company responsible for the maintenance and security of the office towers and any retail facility occupying in excess of 10,000 square feet ("anchor tenants") or premises operated and leased by national, regional or local retail chains.
- B. All lease agreements of the development for covered entities may include a requirement to use M.E.T. as the "First Source" for recruitment, referral and employment for employment positions upon the terms and conditions specified herein. In addition, the Developer will encourage "non-covered entities" to use the services of the Agency as a source for recruitment and referral in the hiring of employees.

- C. During the first thirty (30) days of covered entities hiring programs, M.E.T. may be the exclusive source of referrals for entry-level non-union employees for positions requiring no prior training or experience. Entry level positions may include all job categories including property management which require the minimum amount of training or experience in order to qualify for such position. Throughout the remainder of the term of this Agreement, covered entities should notify M.E.T. of position openings for recruitment and referral services in addition to any other resources that are available.
- D. The Developer should notify M.E.T. upon execution of all retail leases. At least thirty (30) days prior to the anticipated opening date, covered entities should notify M.E.T. of the need for new employees by completing a "Job Order Form". M.E.T. should refer eligible job applicants to covered entities in response to the notification of need. M.E.T. may screen applicants according to the qualification profile agreed upon with each covered entity and should refer only qualified applicants who meet the qualification profile. M.E.T. should make all referrals to covered entities or notify them that no referrals can be made, no later than fifteen (15) days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, covered entities may be free to directly fill remaining positions for which no qualified applicants have been referred. Covered entities will make good faith efforts to provide information to M.E.T. for preparation of quarterly reports.
- E. Covered entities may make all decisions on hiring employees, including applicants referred by M.E.T. However, covered entities should make a diligent and good faith effort to hire from referrals made by M.E.T. and may not discriminate on the basis of race, creed, color, religion, age, sex or national origin.
- F. This Agreement shall apply to said entity for a period of two (2) years from the the date of initial occupancy of the said entity, provided, however, that for a period of ten (10) years from the date of the first retail anchor tenant, the Developer may include the First Source requirement in the initial lease of all retail tenants.
- G. If This Agreement conflicts with any labor laws or other governmental regulations, such law or regulation shall prevail.

[Signature forms omitted for printing purposes.]

Exhibit "G".

Minimum Assessed Values.

Tax Year	Minimum Assessed Value
1990	\$2,987,412
1991	2,987,412
1992	2,987,412
1993	3,344,359
1994	8,031,688
1995	14,579,316
1996	21,879,425
1997	25,072,243

Note 1: In the event Developer is unable to complete construction and commence occupancy by 1993 of Phase I of the Project, the minimum taxes as established for the years 1990 through 1997 inclusive which reflect a vacant land status for the applicable portion of the site shall be substituted as the assessed valuations for each year or portion of year for which Phase I of the Project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1993 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of Phase I of the project occurred after January 1, 1993.

Note 2: In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1993 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

Exhibit "H".

Minimum Real Estate Taxes.

Tax Year	Minimum Real Estate Taxes
1990	\$545,885
1991	545,885
1992	545,885
1993	640,000
1994	1,537,000
1995	2,790,000
1996	4,187,000
1997	4,798,000

Note 1: In the event Developer is unable to complete construction and commence occupancy by 1993 of Phase I of the Project, the minimum taxes as established for the years 1990 through 1997 inclusive which reflect a vacant land status for the applicable portion of the site shall be substituted as the assessed valuations for each year or portion of year for which Phase I of the Project remains uncompleted. In such instance, the applicability of the real estate taxes established for 1993 and ensuing years shall be set forward by a period of time equal to that period of time by which the completion of Phase I of the project occurred after January 1, 1993.

Note 2: In the event Developer is unable to achieve leasing percentages equal to the assumed assessment levels, the applicability of the real estate taxes established for 1993 and ensuing years shall be adjusted to reflect the actual percentage amount of tenants in occupancy.

CREATION OF SPECIAL SERVICE AREA NUMBER EIGHT
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of Special Service Area

Number Eight and the levy of a special annual services tax in an area generally bounded by West Diversey Parkway, North Broadway, North Halsted Street and North Clark Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties". Ill. Rev. Stat., Chapter 120, Section 1301 et seq. (the "Act") and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On July 13, 1988, the City Council of the City of Chicago adopted an ordinance proposing the creation of an area located within the City of Chicago to be known and designated as "Special Service Area Number 8" and the levy of a special annual services tax (the "services tax") for a period of five years upon the taxable property within said area; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on August 4, 1988, at which hearing the creation of Special Service Area Number 8 and the levy of the services tax for a period of five years within said area was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to create Special Service Area Number 8 and to authorize the levy of the services tax for a period of five years within said area for the purposes set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation

of Special Service Area Number 8 and the levy of the services tax against the taxable property therein for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. There is hereby created the area located within the City of Chicago to be known and designated as "Special Service Area Number 8" and the levy of a special annual services tax (the "services tax") is authorized for a period of five years upon the taxable property within said area. Said area shall consist of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 8 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 8 for a period of five years shall be levied in an amount sufficient to produce revenues required to provide special services in the area. Said services tax shall not exceed the sum of forty-one one hundredths of one percent (.41%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Lake View East Special Service Area Commission, as described in Section 4 hereof.

SECTION 4. The Lake View East Special Service Area Commission consisting of fifteen members is hereby established (the "Commission"). Of the initial Commission members, seven members shall be appointed to serve one year terms and eight members shall be appointed to serve two year terms. The Mayor, with the approval of the City Council, shall appoint the fifteen initial Commission members from lists of nominees submitted by the Lake View East Development Corporation. Upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members from lists of nominees submitted by the Lake View East Development Corporation. Each Commission member shall be appointed to serve for a term of two years and until a successor shall be appointed. In the event of a vacancy on the Commission due to resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Lake View East Development Corporation. Each successor so appointed shall serve for the remaining term for which he/she was appointed. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the services tax was authorized unless said services tax is continued by ordinance adopted by the City Council.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than three consecutive one year terms.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. Prior to the initial appointment of the Commission, said functions shall be performed by the Commissioner of the Department of Economic Development or his designee. The Commission shall have the power subject to the prior approval of the Commissioner of the Department of Economic Development to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services to the area. The Commission shall establish bylaws for its procedural operation, employ necessary personnel, and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the creation of Special Service Area Number 8 and the commencement of the services tax authorized to be levied to provide for special services within said area for a period of five years shall be the passage date of this ordinance unless within 60 days from August 4, 1988, a petition signed by at least 51% of the electors residing within Special Service Area Number 8 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of August 4, 1988, objecting to the creation of Special Service Area Number 8 or the levy of the services tax therein, is filed with the City Clerk, in which instance no such area shall be created and no such tax shall be levied.

SECTION 6. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 7. This ordinance shall become effective from and after its passage.

[Exhibit "2" attached to this ordinance printed on page 17170
of this Journal.]

Exhibit "1" attached to this ordinance reads as follows:

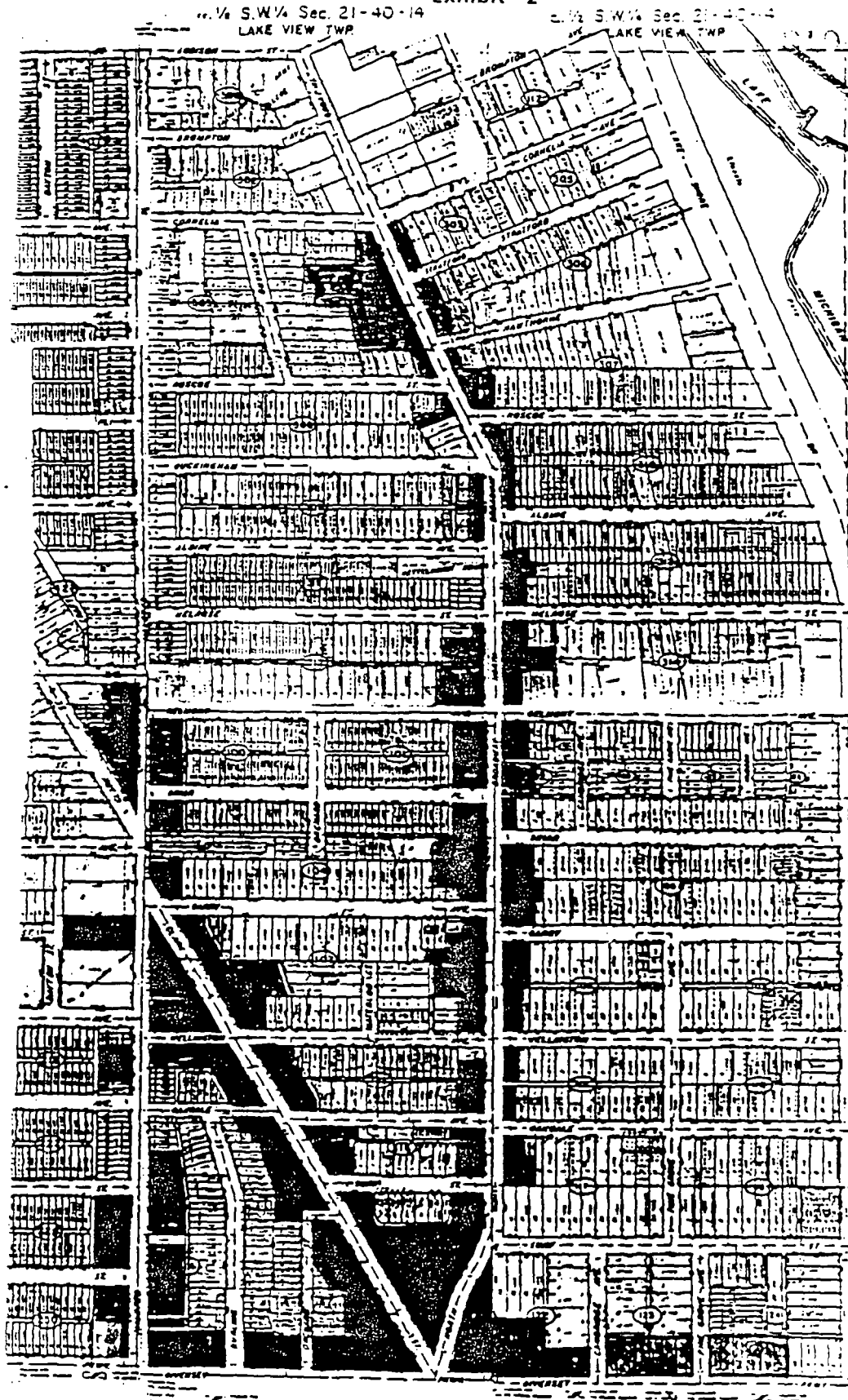
Exhibit "1".

Special Service Area Number 8.

Certain parcels of land adjacent to and adjoining North Broadway between the south line of

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Special Service Area Number 8
Exhibit "2"



(Continued from page 17169)

and adjacent to and adjoining North Clark Street between the north line of West Diversey Parkway and the east line of North Halsted Street; also certain parcels of land adjacent to and adjoining North Halsted Street between the north line of West Diversey Parkway and the south line of West Belmont Avenue; and also certain parcels of land adjacent to and adjoining the north line of West Diversey Parkway between the east line of North Halsted Street and a point which is 193.00 feet west of the west line of Sheridan Road; said certain parcels located in a part of the northwest quarter of Section 28, a part of the northeast quarter of Section 29, and a part of the southwest quarter of Section 21, all in Township 40 North, Range 14 East, of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois which said certain parcels together with streets, alleys and other public ways heretofore and hereinafter described taken as one whole and contiguous tract of land is bounded and described as follows:

Beginning at the intersection of the easterly line of North Broadway with the southerly line of Cornelia Avenue, and running;

Thence northeastwardly along said southerly line of Cornelia Avenue, a distance of 55.00 feet;

Thence southeastwardly along a line parallel with said easterly line of North Broadway to the southerly line of Stratford Place;

Thence northeastwardly along said southerly line to a point which is 75.00 feet northeast of said easterly line of North Broadway;

Thence southeastwardly along a line parallel with said easterly line of North Broadway, a distance of 125.00 feet;

Thence southwestwardly along a straight line, a distance of 5.00 feet to the northeast corner of Lot 2 in owner's division;

Thence southwardly along the easterly line of Lot 2, a distance of 115.30 feet to the northerly line of Hawthorne Avenue;

Thence southwardly along a straight line to an intersection with the southerly line of said Hawthorne Avenue, said intersection being 45.33 feet, as measured along said southerly line, northeasterly of said easterly line of North Broadway;

Thence southwardly along the easterly line of the westerly half of Lot 14 in B. F. McConnell's Subdivision to the north line of Lot 1 in Jones' Subdivision;

Thence eastwardly along the north line of Lots 1 and 2 in Jones' Subdivision to the northeast corner of said Lot 2, said northeast corner being 146.80 feet, as measured along said line, easterly of the easterly line of North Broadway;

Thence southwardly along the easterly line of said Lot 2, a distance of 166.50 feet to the north line of Roscoe Street;

Thence southeastwardly along a straight line to a point on the southerly line of Roscoe Street, said point being 53.00 feet easterly of the easterly line of North Broadway;

Thence southerly, southeastwardly, and southerly along the easterly lines of the parcels of land having frontage along the easterly line of said North Broadway, said parcels identified as 14-21-310-001 and 14-21-310-020, to a point on the north line of Aldine Avenue, which point is 50.00 feet east of the east line of North Broadway;

Thence westwardly along said north line of Aldine Avenue 50.00 feet to said east line;

Thence southwardly along said east line, a distance of 183.00 feet;

Thence eastwardly along a straight line, a distance of 100.00 feet;

Thence southwardly along a straight line, a distance of 49.00 feet to the north line of Lot 5 in Adolph Schoeninger's Subdivision;

Thence eastwardly along said north line, a distance of 38.97 feet;

Thence southwardly along a straight line, a distance of 41.75 feet;

Thence westwardly along a straight line, a distance of 38.97 feet to a point which is 90.00 feet east of the east line of North Broadway;

Thence southwardly along a line which is 90.00 feet east of and parallel with said east line to the north line of Melrose Street;

Thence southwardly to a point on the south line of Melrose Street, which point is 91.00 feet east of the east line of North Broadway;

Thence southwardly along a straight line, a distance of 100.00 feet;

Thence eastwardly along a straight line to the west line of the public alley, 12.00 feet wide, which west line is 187.00 feet east of the parallel with said east line of North Broadway;

Thence southwardly along said west line of the public alley, a distance of 88.12 feet to the southeast corner of Lot 8 in Harnstrom's Subdivision;

Thence westwardly along a straight line, a distance of 117.04 feet to a point which is 69.96 feet east of the east line of North Broadway;

Thence south along a line which is 69.96 feet east of and parallel with said east line, a distance of 209.00 feet to the south line of Belmont Avenue;

Thence east along said south line to a point which is 98.00 feet east of the east line of North Broadway, said point being the northeast corner of Lot 8 in Kimball Young's Subdivision;

Thence southwardly along the east line of said Lot 8 and its southward extension, a distance of 166.00 feet to the south line of the public alley, 16.00 feet wide;

Thence eastwardly along said south line to the west line of the public alley, 12.00 feet wide, which east line is 130.00 feet east of and parallel with said east line of North Broadway;

Thence southwardly along said east line of the public alley to the south line of the public alley, 16.00 feet wide;

Thence westwardly along said south line to a point which is 50.00 feet east of the east line of North Broadway;

Thence southwardly along a line 50.00 feet east of and parallel with said east line, a distance of 127.00 feet to the north line of Briar Place;

Thence southeastwardly along a straight line to a point on the south line of Briar Place, which point is 117.50 feet east of the east line of North Broadway;

Thence southwardly along a straight line, a distance of 135.00 feet;

Thence eastwardly along the north line of Lot 3 in Culver's Addition to the northeast of said Lot 3;

Thence southwardly along the east line of said Lot 3, a distance of 78.00 feet;

Thence westwardly along a straight line to a point which is 117.00 feet east of said east line of North Broadway;

Thence southwardly along a line 117.00 feet east of and parallel to said east line to the north line of Barry Avenue;

Thence southwestwardly along a straight line to a point on the south line of Barry Avenue which point is 100.04 feet east of the east line of North Broadway;

Thence southwardly along a straight line, a distance of 184.00 feet to the south line of the public alley, 18.00 feet wide;

Thence westwardly along said south line to a point which is 50.00 feet east of the east line of North Broadway;

Thence southwardly along a straight line, a distance of 166.00 feet to the north line of Wellington Street;

Thence southeastwardly along a straight line to a point on the south line of Wellington Street which point is 58.00 feet east of said east line of North Broadway;

Thence southwardly along a straight line, a distance of 140.50 feet to the north line of the public alley, 16.00 feet wide;

Thence westwardly along said north line, a distance of 11.00 feet;

Thence southwardly along a line which is 47.00 feet east of and parallel with the east line of North Broadway, a distance of 156.50 feet to the north line of Oakdale Avenue;

Thence southeastwardly along a straight line to a point on the south line of Oakdale Avenue, which point is 75.13 feet east of the east line of North Broadway;

Thence southwardly along a straight line, a distance of 83.00 feet;

Thence eastwardly along a straight line, a distance of 49.92 feet;

Thence southwardly along a straight line, a distance of 114.00 feet;

Thence westwardly along a straight line, a distance of 124.95 feet to the east line of North Broadway;

Thence southwardly along said east line, a distance of 263.00 feet to the south line of Surf Street;

Thence westwardly along said south line, a distance of 33.00 feet to the northwest corner of Lot 14 in LeMoyne's Subdivision;

Thence southwardly along the west line of said Lot 14 and its southward extension, a distance of 246.00 feet;

Thence eastwardly along a straight line, a distance of 186.00 feet to the east line of the public alley, 16.00 feet wide;

Thence southwardly along said east line, a distance of 110.00 feet to a point which is 106.00 feet north of the north line of Diversey Parkway;

Thence eastwardly along a line which is 106.00 feet north of and parallel with said north line of Diversey Parkway to the east line of Cambridge Avenue;

Thence northwardly along said east line to the south line of the public alley, 14.00 feet wide, which south line is 150.00 feet north of said north line of Diversey Parkway;

Thence eastwardly along said south line of the public alley, a distance of 667.00 feet to the northeast corner of Lot 11 in the resubdivision of Block 1 of LeMoyne's Subdivision;

Thence southwardly along the east line of said Lot 11, a distance of 150.00 feet to the north line of Diversey Parkway;

Thence westwardly along said north line, a distance of 1,251.60 feet to an intersection with the easterly line of North Broadway;

Thence continuing westwardly across said North Broadway and Clark Street to the intersection of the westerly line of Clark Street and the north line of said Diversey Parkway;

Thence westwardly along said north line of Diversey Parkway to the east line of Burling Street;

Thence north along said east line, a distance of 140.00 feet to the south line of the public alley, 17.00 feet wide;

Thence eastwardly along said south line, a distance of 112.50 feet;

Thence southeastwardly along a straight line to a point on the south line of a private alley, 12.00 feet wide, which point is 101.44 feet west of the west line of Orchard Street;

Thence along said south line of the private alley and also along the south line of Lot 2 in Abbott's Subdivision to the southeast corner of said Lot 2, said corner being 125.00 feet east of the east line of Orchard Street;

Thence northwardly along the east line of said Lot 2, a distance of 40.00 feet to the northeast corner of said Lot 2;

Thence westwardly along a straight line, a distance of 11.15 feet;

Thence northwardly along a straight line, a distance of 49.00 feet;

Thence eastwardly along a straight line, a distance of 3.17 feet to the southwest corner of Lot 4 in Bickerdike and Steele's Subdivision;

Thence northwardly along the west line of Lots 1 through 4, both inclusive, in said Bickerdike and Steele's Subdivision, a distance of 89.36 feet to the northwest corner of Lot 1 in said subdivision;

Thence westwardly along the north line of Lot 7 in said subdivision, a distance of 51.50 feet to the southeast corner of Lot 19 in Raworth and Others Subdivision;

Thence northwestwardly along the easterly line of Lots 18 and 19 in said Raworth's Subdivision, a distance of 116.08 feet to the south line of Lot 7 in said subdivision;

Thence westwardly along said south line, a distance of 7.07 feet to the east line of N. Orchard Street, aforesaid;

Thence northwardly along said east line, a distance of 160.26 feet to the northwest corner of Lot 1 in said Raworth's Subdivision;

Thence westwardly along the westward extension of the north line of said Lot 1 and also along the north line of Lot 2, all in said Raworth's Subdivision, a distance of 134.90 feet to a point which is 125.00 feet east of the east line of Burling Street, aforesaid;

Thence northwardly along a straight line, a distance of 99.72 feet to the southwest corner of Lot 12 in County Clerk's Division;

Thence northwestwardly along the westerly line of said Lot 12 to the northwest corner of said lot;

Thence westwardly along the southerly line of Lot 4 in said County Clerk's Division to the southwest corner of said Lot 4, said corner being 144.83 feet, as measured along said line, westerly of the westerly line of Clark Street;

Thence northwardly along the westerly line of said Lot 4, to an intersection with the southerly line of Lot 3 in said County Clerk's Division, said intersection being 122.00 feet, as measured along said southerly line, easterly of the easterly line of N. Burling Street, aforesaid;

Thence northwestwardly along a straight line to a point on the northerly line of said Lot 3, which point is 120.00 feet, as measured along said northerly line, easterly of said easterly line of N. Burling Street;

Thence westwardly along said northerly line of Lot 3 to a point which is 92.78 feet, as measured along said line, easterly of said easterly line of N. Burling Street;

Thence northwardly along a straight line, a distance of 40.90 feet;

Thence westwardly along a straight line, a distance of 35.00 feet;

Thence northwardly along a straight line, a distance of 7.00 feet;

Thence westwardly, northwardly and northwesterly along straight lines to an intersection with the south line of W. Oakdale Avenue, said intersection being 59.67 feet, as measured along said south line, east of the easterly line of said N. Burling Street;

Thence northeastwardly along a straight line to a point on the north line of W. Oakdale Avenue, said point being 120.00 feet, as measured along said north line, west of the westerly line of N. Clark Street, said point being also the southwest corner of Lot 16 in Hussander's Subdivision;

Thence northwestwardly along the easterly line of the public alley, 18.00 feet wide, to the northwest corner of Lot 22 in said Subdivision;

Thence westwardly along the north line of the public alley, 16.00 feet wide, and along the north line of Lot 1 in said Hussander's Subdivision to the east line of Halsted Street;

Thence southwardly along said east line of Halsted Street, a distance of 339.65 feet to the northwest corner of Lot 5 in Catlin's Subdivision;

Thence east along the north line of said Lot 5 to the westerly line of the public alley, 16.00 feet wide;

Thence southeastwardly and southwardly along said westerly line to the south line of Lot 9 in the Resubdivision of original Lot 15 in Bickerdike and Steele's Subdivision;

Thence west along said south line, a distance of 142.10 feet to said east line of Halsted Street;

Thence south along said east line, a distance of 35.90 feet;

Thence east along a straight line to the west line of the public alley, 16.00 feet wide;

Thence southwardly along the west line of said alley and along the west line of the public alley, 20.00 feet wide, to the northeast corner of Lot 5 in L.A. Warner's Subdivision;

Thence westwardly along the north line of said Lot 5, a distance of 140.00 feet to said east line of N. Halsted Street;

Thence southwardly along said east line, a distance of 25.00 feet to the south line of said Lot 5;

Thence eastwardly along said south line, a distance 140.00 feet to the west line of said public alley;

Thence southwardly along said west line a distance of 39.00 feet to the south line of the public alley, 14.00 feet wide;

Thence east along said south line to the west line of Burling Street;

Thence south along said west line, a distance of 140.00 feet to the north line of West Diversey Parkway;

Thence west along said north line, a distance of 485.00 feet to a point on said north line, which is 80.00 feet west of the west line of said N. Halsted Street;

Thence northwardly along a line which is 80.00 feet west of and parallel to said west line, a distance of 132.00 feet;

Thence west along a straight line, a distance of 50.00 feet to the east line of the public alley, 16.00 feet wide;

Thence north along said east line, to the south line of W. George Street;

Thence east along said south line, a distance of 125.00 feet to said west line of N. Halsted Street;

Thence north along said west line to a point which is 49.00 feet north of the north line of Oakdale Avenue;

Thence west along a straight line, a distance of 125.00 feet to the east line of a public alley, 16.00 feet wide;

Thence northwardly along said east line, a distance of 120.00 feet;

Thence eastwardly along a straight line, a distance of 125.00 feet to said west line of N. Halsted Street;

Thence northwardly along said west line to a point which is 231.00 feet north of the north line of Wellington Avenue;

Thence westwardly along a straight line a distance of 264.00 feet;

Thence northwardly along a straight line a distance of 132.00 feet;

Thence eastwardly along a straight line, a distance of 264.00 feet to the west line of said N. Halsted Street;

Thence northwardly along said west line and the northward extension thereof to an intersection with the northeasterly line of said Clark Street;

Thence northwestwardly along said northeasterly line, a distance of 397.60 feet to the northwest corner of Lot 2 in Gehrke and Brauckmann's Subdivision;

Thence eastwardly along a straight line, a distance of 79.45 feet;

Thence northwardly along a straight line, a distance of 18.00 feet;

Thence westwardly along a straight line, a distance of 7.00 feet;

Thence northwardly along a straight line, a distance of 72.00 feet;

Thence west along a straight line to a point which is 136.225 feet west of said west line of N. Halsted Street;

Thence northwardly along a straight line, a distance of 80.00 feet to the south line of W. Belmont Avenue;

Thence eastwardly along said south line to a point which is 125.00 feet east of the east line of said N. Halsted Street;

Thence southwardly along a line which is 125.00 feet east of and parallel with said east line to a point which is 27.00 feet north of California Terrace, a private street;

Thence west along a straight line, a distance of 125.00 feet to said east line of N. Halsted Street;

Thence southwardly along said east line, a distance of 107.51 feet;

Thence eastwardly along the south line of Lot 1 in the resubdivision of part of Lot 21 in Oak Grove Addition, a distance of 73.00 feet;

Thence north along the east line of said Lot 1, a distance of 14.22 feet to the northwest corner of Lot 20 in Oak Grove Addition to Chicago;

Thence eastwardly along the north line of said Lot 20, a distance of 45.00 feet to the northeast corner of said Lot 20;

Thence southwardly along the east line of said lot, a distance of 159.60 feet to a point on the north line of W. Barry Avenue, said point being 69.00 feet, as measured along said north line, east of the northeasterly line of N. Clark Street;

Thence southeastwardly along a straight line to a point on the south line of said W. Barry Avenue, which point is 127.62 feet, as measured along said south line, east of the northeasterly line of N. Clark Street;

Thence southwardly along the west line of the public alley, a distance of 46.82 feet;

Thence southeasterly along the westerly line of the public alley, a distance of 150.00 feet;

Thence eastwardly along a straight line to a point which is 295.00 feet east of said northeasterly line of N. Clark Street;

Thence southeastwardly along the westerly line of the public alley, 20 feet wide, a distance of 165.30 feet;

Thence westwardly along the south line of Lot 10 in Knocke and Gardner's subdivision, a distance of 80.00 feet;

Thence southwardly along a straight line, a distance of 128.00 feet to the north of Wellington Avenue;

Thence southeastwardly along a straight line to a point on the south line of said Wellington Avenue, which point is 150.10 feet, as measured along said south line, east of the northeasterly line of Clark Street;

Thence southwardly, southeastwardly and southerly along the westerly line of the public alley, 14.00 feet wide, to the north line of Oakdale Avenue;

Thence southeastwardly along a straight line to a point on the south line of Oakdale Avenue, which point is 214.61 feet, as measured along said south line, east of the northeasterly line of Clark Street;

Thence southwardly along a straight line to the north line of the public alley, 14.00 feet wide;

Thence westwardly along said north line to an intersection with the northward extension of the west line of Lot 2 in John W. Foster's Resubdivision;

Thence southwardly along said northward extension and along the west line of Lot 2, a distance of 145.52 feet to the north line of Surf Street;

Thence southeastwardly along a straight line to a point on the south line of Surf Street, said point being 117.40 feet, as measured along said south line, east of said northeasterly line of Clark Street;

Thence southwardly, southeastwardly and southerly along the westerly line of the public alley to the south line of the public alley, 16.00 feet wide;

Thence eastwardly along said south line of the public alley to the east line of the public alley, 10.00 feet wide;

Thence northwardly along said east line to a point on the south line of Surf Street, aforesaid, which point is 115.00 feet, as measured along said south line, west of the west line of North Broadway;

Thence northeastwardly along a straight line to a point on the north line of Surf Street, which point is 96.00 feet west of said west line of North Broadway;

Thence northwardly along a straight line to the north line of the public alley, 14.00 feet wide;

Thence westwardly along said north line to a point which is 125.00 feet west of said west line of North Broadway;

Thence northwardly along a straight line, a distance of 48.68 feet to the south line of Oakdale Avenue;

Thence northeastwardly along a straight line to a point on the north line of said Oakdale Avenue which point is 100.00 feet west of said west line of North Broadway;

Thence northwardly along a line which is 100.00 feet west of and parallel with said west line to a point which is 72.50 feet north of the north line of the public alley, 14.00 feet wide;

Thence eastwardly along a straight line, a distance of 42.15 feet;

Thence northwardly along a straight line, a distance of 9.00 feet;

Thence eastwardly along a straight line, a distance of 57.85 feet to a point on said west line of North Broadway, which point is 50.00 feet southerly of the south line of Wellington Avenue;

Thence northwardly along said west line of North Broadway to the north line of Wellington Avenue;

Thence westwardly along said north line, a distance of 100.00 feet;

Thence northwardly along a straight line, a distance of 128.00 feet;

Thence westwardly along the south line of Lot 3 in Block 5 of Knocke & Gardner's Subdivision, a distance of 90.00 feet to the east line of the public alley, 20.00 feet wide;

Thence northwardly along said east line, a distance of 144.00 feet to the south line of Lot 8 in Noble's Subdivision;

Thence westwardly along said south line to a point which is 220.00 feet west of said west line of North Broadway;

Thence northwardly along a straight line to a point on the south line of Lot 39 in Oak Grove Addition to Chicago;

Thence eastwardly along a straight line to the southwest corner of Lot 7 in said Noble's Subdivision, said corner being 150.00 feet west of said west line of North Broadway;

Thence northwardly along the west line of Lot 7 to the northwest corner of the lot;

Thence eastwardly along the north line of said Lot 7 to a point which is 89.79 feet west of said west line of North Broadway;

Thence northwardly along a straight line to a point on the south line of Barry Avenue;

Thence northwestwardly along a straight line to a point on the north line of Barry Avenue, which point is 100.00 feet west of the west line of North Broadway;

Thence northwardly along a straight line, a distance of 57.25 feet;

Thence westwardly along a straight line, a distance of 100.00 feet;

Thence northwardly along the westerly line of Lots 1, 2 and 3 in said Noble's Subdivision to a point which is 32.00 feet south of the south line of the public alley, 14.00 feet wide;

Thence eastwardly along a straight line, a distance of 12.00 feet;

Thence northwardly along a straight line, a distance of 32.00 feet to said south line of the public alley;

Thence eastwardly along said south line to the east line of the public alley, 18.00 feet wide;

Thence northwardly along said east line, said east line being 125.00 feet west of and parallel with said west line of North Broadway to a point on the south line of Belmont Avenue;

Thence northwestwardly along a straight line to a point on the north line of said Belmont Avenue which point is 171.00 feet west of said west line of North Broadway;

Thence northwardly along the west line of Lot 3 in Hardin's Subdivision and along the northwardly extension of said west line to the north line of the public alley, 16.00 feet wide;

Thence eastwardly along said north line to the southwest corner of Lot 3 in Sander's Subdivision;

Thence northwardly along the west line of Lots 1, 2 and 3 in said Sander's Subdivision to a point which is 7.24 feet north of the north line of said Lot 2;

Thence eastwardly along a line which is 7.24 feet north of and parallel with said north line of Lot 2 to a point which is 39.50 feet west of said west line of North Broadway;

Thence northwardly along a straight line to the north line of Melrose Street;

Thence eastwardly along said north line of Melrose Street to the west line of North Broadway;

Thence north along said west line to the north line of Aldine Avenue;

Thence westwardly along said north line, a distance of 50.00 feet;

Thence northwardly along a straight line, a distance of 125.00 feet;

Thence westwardly along a straight line, a distance of 50.00 feet to the east line of the public alley, 16.00 feet wide;

Thence northwardly along said east line a distance of 16.60 feet;

Thence eastwardly along a straight line, a distance of 50.00 feet;

Thence northwardly along a straight line, a distance of 125.00 feet to the south line of Buckingham Place;

Thence eastwardly along said south line, a distance of 50.00 feet to an intersection with the southeastward prolongation of the westerly line of North Broadway;

Thence northwestwardly along said westerly line of North Broadway to the southeasterly corner of Lot 2 in Clark and McConnell's Addition to Lakeview;

Thence southwestwardly along the southerly line of said Lot 2, a distance of 151.30 feet to the southwest corner of said lot;

Thence northwestwardly along the westerly line of said Lot 2; a distance of 50.25 feet to the northwest corner of said lot;

Thence northwardly along the east line of Lot 31 in said Clark and McConnell's Subdivision to a point which is 89.30 feet south of the south line of Roscoe Street;

Thence eastwardly and northwardly along straight lines and eastwardly and northeastwardly along a curved line and also northwardly along a straight line, said lines being the boundary line of the parcel identified as 14-21-308-058, to a point on the south line of Roscoe Street;

Thence eastwardly along said south line, a distance of 45.05 feet to the westerly line of said North Broadway;

Thence northwestwardly along a straight line to the point of intersection of the north line of Roscoe Street with the westerly line of North Broadway;

Thence westwardly along said north line of Roscoe Street, a distance of 67.50 feet;

Thence northwardly along a straight line to a point on the south line of Lot 4 in E.J.M. Hale's Subdivision of Block 15, which point is 61.47 feet, as measured along said south line, west of said westerly line of North Broadway;

Thence westwardly along the south line of said Lot 4 to the southwest corner of said lot;

Thence northwestwardly along the westerly lines of Lots 1, 2, 3 and 4 in said E.J.M. Hale's Subdivision to the northwest corner of said Lot 1;

Thence westwardly along the south line of Lot 6 in Anna P. Colehour's Subdivision to a point on said south line which is 38.50 feet east of the southwest corner of said lot;

Thence northwardly along a line which is 38.50 feet east of and parallel with the west line of Lots 5 and 6 in said Anna P. Colehour's Subdivision to the north line of said Lot 5;

Thence westwardly along said north line of Lot 5, a distance of 38.50 feet to the northwest corner of said lot;

Thence northwardly along the west line of Lots 3 and 4 in said Colehour's Subdivision, a distance of 64.46 feet to a point on the west line of said Lot 3;

Thence eastwardly along a straight line to the southwest corner of Lot 2 in Waller and Beckwith's Resubdivision, said southwest corner being 115.50 feet, as measured along the south line of said Lot 2, westerly of the westerly line of North Broadway;

Thence northwardly along the west line of Lots 1 and 2 in said Waller and Beckwith's Resubdivision, a distance of 138.60 feet to the south line of W. Cornelia Street;

Thence eastwardly along said south line, a distance of 55.15 feet to said westerly line of North Broadway;

Thence northeastwardly along a straight line a distance of 66.00 feet to the point of beginning.

The area is commonly described as:

The area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue.

CREATION OF SPECIAL SERVICE AREA NUMBER NINE
AND LEVY OF SPECIAL ANNUAL SERVICES TAX.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the creation of Special Service Area Number Nine and the levy of a special annual services tax in an area generally bounded by North Broadway, West Devon Avenue and North Clark Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(L)(2) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties." Ill. Rev. Stat., Chapter 120, Section 1301 et seq., and pursuant to the Revenue Act of 1939, as amended from time to time; and

WHEREAS, On July 13, 1988, the City Council of the City of Chicago adopted an ordinance proposing the creation of an area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 9" and the levy of a special annual services tax (the "services tax") for a period of ten years upon the taxable property therein; and

WHEREAS, Pursuant to said ordinance, proper notice was given and a public hearing was held on August 4, 1988, at which hearing the creation of Special Service Area Number 9 and the levy of the services tax for a period of ten years therein was considered and all interested persons affected thereby were allowed to file written objections thereto and to be heard orally thereon regarding said matters; and

WHEREAS, After considering the data as presented at the public hearing, the City Council of the City of Chicago finds that it is in the public interest to create Special Service Area Number 9 and to authorize the levy of the services tax for a period of ten years within said area for the purpose set forth herein; that said area, hereafter described, is contiguous and constitutes the principal commercial district for the surrounding neighborhood; that local commercial development programming is critical to maintaining and creating jobs, encouraging housing rehabilitation in the neighborhood, and promoting neighborhood revitalization and stability; that the area is zoned to permit commercial uses and that the area will benefit from the special services provided; and that said special services are unique and in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of Special Service Area Number 9 and the levy of the services tax against the taxable property therein for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. There is hereby created the area located within the City of Chicago to be known and designated as "City of Chicago Special Service Area Number 9" and the levy of a special annual services tax (the "services tax") authorized for a period of ten years upon the taxable property therein. Said area shall consist of the territory within the area described herein and incorporated hereto as Exhibit 1. An accurate map of said area is attached hereto and made part hereof as Exhibit 2.

SECTION 3. The purpose of Special Service Area Number 9 is to provide special services to the area in addition to services provided by and to the City generally; said services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The services tax authorized to be levied against the taxable property included within Special Service Area Number 9 for a period of ten years shall be levied in an amount sufficient to produce revenues required to provide special services therein. Said services tax shall not exceed the sum of forty-seven one hundredths of one percent (.47%) of the equalized assessed value of taxable property within the area. The services tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The provision of said special services shall be administered by the Edgewater Special Service Area Commission as described in Section 4 hereof.

SECTION 4. The Edgewater Special Service Area Commission consisting of thirteen members is hereby established (the "Commission"). The Mayor, with the approval of the

City Council, shall appoint the thirteen initial Commission members from lists of nominees submitted by the Edgewater Development Corporation. The initial Commission members shall be appointed to serve one year terms. Upon the expiration of the initial term of the Commission members, the Mayor, with the approval of the City Council, shall appoint successor Commission members in the same manner as provided for above. Of these thirteen Commission members, seven members shall be appointed to serve one year terms and six members shall be appointed to serve two year terms. Thereafter, and upon the expiration of the term(s) of any Commission member(s), the Mayor, with the approval of the City Council, shall appoint successor Commission members in the same manner as provided for above and each Commission member shall be appointed to serve for a term of two years and until a successor shall be appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor in the same manner as provided for above. Each successor so appointed shall serve for the remaining term for which he/she was appointed. In addition, the aldermen of the wards in which Special Service Area Number 9 is located shall serve as ex-officio, non-voting members of the Commission. The terms and powers of the Commission members shall cease upon the termination of the time period for which the levy of the services tax was authorized unless said services tax is continued by ordinance adopted by the City Council.

The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve for no more than two consecutive one year terms. The members of the Commission shall serve without compensation.

The Commission shall submit a yearly budget to the Commissioner of the Department of Economic Development and shall advise the Mayor and City Council regarding the services tax to be levied in the area and the expenditure of budgeted funds. Prior to the initial appointment of the Commission, said functions shall be performed by the Commissioner of the Department of Economic Development or his designee. The Commission shall have the power, subject to the prior approval of the Commissioner of the Department of Economic Development, to borrow funds secured by the full faith and credit of the area to be repaid from tax revenues from the area as required to provide special services therein. The Commission shall establish bylaws for its procedural operation, employ necessary personnel and perform such other functions in connection with the area as are necessary to effectuate its purposes. Notwithstanding the provisions contained herein, the Commissioner of the Department of Economic Development shall be authorized to audit or otherwise review the operation and activities of the Commission.

SECTION 5. The effective date for the creation of Special Service Area Number 9 and the commencement of the services tax authorized to be levied to provide for special services therein for a period of ten years shall be the passage date of this ordinance unless within 60 days from August 4, 1988, a petition signed by at least 51% of the electors residing within Special Service Area Number 9 and by at least 51% of the owners of record of the land included within the boundaries of said area, as determined as of August 4, 1988, objecting to the creation of Special Service Area Number 9 or the levy of the services tax therein, is filed with the City Clerk, in which instance no such area shall be created and no such tax shall be levied.

SECTION 6. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 7. This ordinance shall become effective from and after its passage.

[Exhibit "2" attached to this ordinance printed on page 17188
of this Journal.]

Exhibit "1" attached to this ordinance reads as follows:

Exhibit "1".

Special Service Area Number 9.

Certain parcels of land adjacent to and adjoining North Broadway between the South Line of W. Sheridan Road and the North Line of W. Foster Avenue; also certain parcels of land adjacent to and adjoining the West Line of the Chicago Transit Authority's elevated right of way between the South Line of said W. Sheridan Road and the North Line of said W. Foster Avenue; also certain parcels of land adjacent to and adjoining W. Granville Avenue between the East Line of North Broadway and the West Line of N. Kenmore Avenue; also certain parcels of land adjacent to and adjoining W. Bryn Mawr Avenue between the East Line of North Broadway and the West Line of N. Kenmore Avenue; also certain parcels of land adjacent to and adjoining W. Berwyn Avenue between the East Line of North Broadway and the West Line of N. Winthrop Avenue; also certain parcels of land adjacent to and adjoining N. Clark Street between the South Line of W. Devon Avenue and the North Line of W. Foster Avenue; also certain parcels of land adjacent to and adjoining N. Ridge Avenue between the South Line of W. Peterson Avenue and the Westerly Line of said N. Clark Street; also certain parcels of land adjacent to and adjoining W. Devon Avenue between the Easterly Lines of said N. Clark Street and N. Ashland Avenue and the West Line of North Broadway; said certain parcels located in parts of the Northeast, Southeast, Northwest, and Southwest Quarters of Section 5, parts of the Northeast and Southeast Quarters of Section 6, parts of the Northeast and Northwest Quarters of Section 8, all in Township 40 North, Range 14 East of the Third Principal Meridian; also parts of the Southwest Quarter of Section 32, Township 41 North, Range 14 East of the Third Principal Meridian, all in the City of Chicago, Cook County, Illinois, which certain parcels together with the streets, alleys and other public ways heretofore and hereinafter described taken as one whole and contiguous tract of land is bounded and described as follows:

Beginning at the intersection of the south line of W. Sheridan Road with the West Line of the Chicago Transit Authority's elevated right of way, which point of intersection is 250.00 feet, as measured along said South Line, east of the East Line of North Broadway, and running;

(Continued on page 17189)

(Continued from page 17187)

Thence south along said west line of the elevated right of way to a point which is 100.00 feet north of the North Line of W. Granville Avenue;

Thence east along a line which is 100.00 feet north of and parallel with said north line, a distance of 441.00 feet to the west line of a public alley, which West Line is 150.00 feet east of the east line of N. Winthrop Avenue;

Thence south along said west line to the South Line of W. Granville Avenue;

Thence east along said south line to the west line of N. Kenmore Avenue;

Thence south along said west line, a distance of 156.14 feet;

Thence west along a straight line, a distance of 165.00 feet to the west line of a public alley;

Thence north along said west line, a distance of 50.00 feet;

Thence west along a straight line to the west line of said N. Winthrop Avenue;

Thence north along said west line, a distance of 50.00 feet;

Thence west along a straight line to the west line of a public alley;

Thence south along said west line to a point which is 100.00 feet south of the south line of said W. Granville Avenue;

Thence west along a straight line, a distance of 110.00 feet to said west line of the elevated right of way;

Thence south along said west line to a point which is 50.00 feet north of the north line of W. Thorndale Avenue;

Thence east along a straight line to the west line of said N. Winthrop Avenue;

Thence south along said west line, a distance of 50.00 feet to said north line of W. Thorndale Avenue;

Thence west along said north line to the west line of the Chicago Transit Authority's right of way, aforesaid;

Thence south along said west line to the north line of the public alley, which north line is 200.00 feet north of the north line of Ardmore Avenue;

Thence west along said north line of the public alley to the west line of the public alley, which west line is 150.00 feet east of the east line of North Broadway;

Thence south along said west line of the public alley to a point which is 199.00 feet south of the south line of W. Ardmore Avenue;

Thence east along a straight line to said west line of the elevated right of way;

Thence south along said west line to a point which is 150.00 feet north of the north line of W. Bryn Mawr Avenue;

Thence east along a straight line to the west line of N. Winthrop Avenue;

Thence south along said west line to a point which is 68.00 feet north of said north line of W. Bryn Mawr Avenue;

Thence east along a straight line to the east line of a public alley, which east line is 150.00 feet west of the west line of N. Kenmore Avenue;

Thence north along said east line to a point which is 100.00 feet north of said north line of W. Bryn Mawr Avenue;

Thence east along a straight line, a distance of 150.00 feet to said west line of N. Kenmore Avenue;

Thence south along said west line to a point which is 100.00 feet south of the south line of W. Bryn Mawr Avenue;

Thence west along a straight line to the west line of a public alley;

Thence south along said west line, a distance of 100.00 feet;

Thence west along a straight line to the west line of N. Winthrop Avenue;

Thence north along said west line to a point which is 110.00 feet south of said south line of W. Bryn Mawr Avenue;

Thence west along a straight line to the west line of said elevated right of way;

Thence south along said west line to a point which is 222.00 feet south of the south line of W. Bryn Mawr Avenue;

Thence west along a straight line, a distance of 85.00 feet to the east line of a public alley;

Thence south along said east line to the south line of W. Catalpa Avenue;

Thence east along said south line to the west line of said elevated right of way;

Thence south along said west line to the south line of W. Berwyn Avenue;

Thence east along said south line to the west line of N. Winthrop Avenue;

Thence south along said west line a distance of 100.00 feet;

Thence west along a straight line to said west line of the elevated right of way;

Thence south along said west line to the south line of a public alley, which south line is 179.25 feet north of the north line of W. Foster Avenue;

Thence west along a straight line to an intersection with the northward prolongation of the east line of a public alley, which east line is 165.00 feet east of the east line of North Broadway;

Thence south along said northward prolongation and along said east line to the north line of W. Foster Avenue;

Thence west along said north line to a point which is 125.00 feet west of the west line of said North Broadway;

Thence north along the east line of the public alley (which east line is 125.00 feet west of and parallel with said west line of North Broadway) and along said east line extended north to the north line of W. Bryn Mawr Avenue;

Thence west along said north line to a point which is 145.17 feet, as measured along said north line, west of the westerly line of Ridge Avenue;

Thence north along a straight line, a distance of 58.50 feet to an intersection with a line which is 50.00 feet, measured perpendicularly, southwesterly of the southerly line of said Ridge Avenue;

Thence northwesterly along said parallel line, a distance of 77.91 feet to the northwesterly corner of Lot 10 in Truck's Subdivision;

Thence northeasterly along the northerly line of said Lot 10 and the northeastward extension thereof, to the northerly line of said Ridge Avenue;

Thence northwesterly along said northerly line to an intersection with the east line of N. Magnolia Avenue;

Thence north along said east line to the south line of the public alley;

Thence east along said south line to an intersection with the southerly line of a public alley, which southerly line is 125.00 feet northeasterly of and parallel with said northerly line of Ridge Avenue;

Thence southeasterly along said southerly line of the public alley to an intersection with a line which is 125.00 feet west of and parallel with the west line of North Broadway;

Thence north along said parallel line, said parallel line being also the east line of a public alley to the north line of W. Elmdale Avenue;

Thence continuing northward along said east line of the public alley to the north line of Granville Avenue;

Thence west along said north line a distance of 48.00 feet;

Thence north along a straight line a distance of 122.00 feet;

Thence east along a straight line to an intersection with a line which is 125.00 feet west of and parallel with said west line of North Broadway;

Thence north along said parallel line, said line being the east line of a public alley, to a point which is 100.00 feet south of the south line of W. Devon Avenue;

Thence west along a straight line to the west line of N. Magnolia Avenue;

Thence north along said west line a distance of 50.00 feet;

Thence west along a straight line a distance of 141.00 feet to the west line of a public alley;

Thence south along said west line a distance of 50.00 feet;

Thence west along a straight line to the west line of Lakewood Avenue;

Thence north along said west line a distance of 50.00 feet;

Thence west along a line which is 50.00 feet south of and parallel with the south line of said Devon Avenue to the west line of a public alley, which west line is 141.00 feet west of the west line of N. Glenwood Avenue;

Thence south along said west line to an intersection with a line which is 112.50 feet south of the south line of said Devon Avenue;

Thence west along the north line of a public alley to an intersection with the westerly line of the public alley, which westerly line is easterly of and parallel with the easterly line of N. Clark Street;

Thence southeastwardly along said westerly line of the public alley to the southeast corner of Lot 143 in R. B. Farson's Subdivision;

Thence east along a straight line to the west line of a public alley;

Thence south along said west line of the public alley and the southward extension thereof to the south line of Granville Avenue;

Thence east along said south line to the northeast corner of Lot 36 in Kranz's First Addition to Edgewater;

Thence south along the east line of Lots 36, 45, 116 and 125 in said Kranz's First Addition and also along the southward extension of said east line of Lot 125 to the south line of W. Glenlake Avenue;

Thence west along said west line a distance of 30.00 feet;

Thence south along the east line of Lots 37, 44 and 117 in Kranz's Second Addition to Edgewater and also along the southward extension of said east line of Lot 117 to the northwest corner of Lot 125 in said Kranz's Second Addition, said northwest corner being also on the south line of the public alley, which south line is approximately 123.73 feet north of the north line of West Elmdale Avenue;

Thence east along said south line of the public alley a distance of 30.00 feet;

Thence south along a straight line, said line being the east line of Lot 125 in Kranz's Second Addition to the north line of said W. Elmdale Avenue;

Thence southerly along a straight line to a point on the south line of said W. Elmdale Avenue, which point is 101.00 feet east of the east line of N. Clark Street, as widened;

Thence south along the west line of a public alley and along the southward extension of said west line to the south line of W. Thorndale Avenue;

Thence east along said south line to a point which is 125.00 feet east of the east line of N. Clark Street, as widened;

Thence south along a straight line to the southwesterly line of Ridge Avenue;

Thence southeastwardly along said southwesterly line to the southeasterly corner of Lot 4, in Nicholas Kranz's Subdivision;

Thence southwestwardly along the southeasterly line of said Lot 4, said southeasterly line being also the northwesterly line of a public alley, a distance of 119.00 feet to the southwestwardly corner of said Lot 4;

Thence southerly along a straight line to the Northeasterly corner of Lot 6 in said Nicholas Kranz's Subdivision;

Thence southeastwardly along a straight line, a distance of 44.00 feet to the westerly line of the alley, 20.00 feet wide;

Thence southerly along said westerly line of the public alley to the north line of W. Ardmore Avenue;

Thence southerly along a straight line to a point on the south line of W. Ardmore, which point is 91.00 feet east of the easterly line of N. Clark Street, as widened;

Thence southerly, southeastwardly and southwardly along the west line of a public alley to the north line of W. Victoria Street;

Thence southwardly along a straight line to a point on the south line of said W. Victoria Street, which point is 99.06 feet east of the easterly line of N. Clark Street, as widened;

Thence southeastwardly along the westerly line of the public alley to the north line of W. Hollywood Avenue;

Thence southerly along a straight line to a point on the south line of said W. Hollywood, which point is the northeast corner of Lot 30 in Block 1 of Bryn Mawr Addition to Edgewater;

Thence southeastwardly along the westerly line of a public alley, which westerly line is 116.15 feet easterly of said easterly line of N. Clark Street to the north line of W. Bryn Mawr Avenue;

Thence southerly along a straight line to a point on the south line of W. Bryn Mawr, which point is 125.00 feet east of the east line of said N. Clark Street;

Thence south along the west line of a public alley to the north line of Lot 10 in the Division of the north 10 acres of the northwest quarter of the northwest quarter of said Section 8;

Thence east along said north line of Lot 10 to a point which is 117.00 feet, as measured along said north line, east of the easterly line of said N. Clark Street;

Thence southeastwardly along a straight line to a point on the south line of said Lot 10, which point is 124.00 feet, as measured along said south line, east of said easterly line of N. Clark Street;

Thence southwardly along a straight line, which line is 206.00 feet west of and parallel with the east line of Lots 11, 12, 13 and 14 in said Division of the north 10 acres, and also along said parallel line extended south to the south line of W. Gregory Street;

Thence east along said south line to a point which is 137.73 feet, as measured along said south line, east of the east line of said N. Clark Street;

Thence south along the west line of a public alley to the north line of W. Catalpa Avenue;

Thence southerly along a straight line to a point on the south line of W. Catalpa Avenue, which point is 122.00 feet, as measured along said south line, east of said easterly line of N. Clark Street;

Thence southeastwardly along the west line of a public alley and the southward extension thereof to the south line of Balmoral Avenue;

Thence continuing southwardly along said west line of the public alley to the north line of W. Foster Avenue;

Thence west along said north line to the east line of the public alley, which east line is 124.80 feet, as measured along said north line, west of the westerly line of N. Clark Street;

Thence north along said east line of the public alley and the northward extension thereof to the north line of Balmoral Avenue;

Thence east along said north line to the east line of the public alley, which east line is 125.00 feet, as measured along said north line, west of the westerly line of said N. Clark Street;

Thence northwardly along said east line of the public alley to the south line of Lot 13 in Belle View Subdivision;

Thence west along said south line to the southwest corner of said Lot 13;

Thence northwardly along the east line of a public alley to a point on said east line, said point being also the northwest corner of Lot 3 in said Belle View Addition;

Thence east along the north line of said Lot 3, a distance of 4.00 feet;

Thence north along the east line of a public alley, 24 feet wide, to the northerly terminus of said alley;

Thence west along the northerly terminus of said alley, to the west line of Lot 1 in said Belle View Subdivision;

Thence north along the west line of said Lot 1, a distance of 14.00 feet;

Thence west along the north line of Lot 28 in said Belle View Subdivision, to the east line of N. Ashland Avenue as widened;

Thence north along said east line to the center line of W. Bryn Mawr Avenue;

Thence west along said center line to the center line of said N. Ashland Avenue;

Thence north along said center line to the eastward extension of the north line of Rosehill Drive;

Thence west along said eastward extension and along the north line of Rosehill Drive to the center line of vacated 14.00 feet wide public alley, which center line is 149.66 feet west of the westerly line of N. Clark Street, as widened (as measured along said north line of Rosehill Drive);

Thence north along said center line of the vacated alley to the westward extension of the south line of Lot 17 in Barrett and Galloway's Resubdivision of Block 7;

Thence east along said westward extension to the southwest corner of said Lot 7;

Thence north along the west line of Lots 1 through 7 in said Barrett and Galloway's Resubdivision and along the northward extension of said west line to the north line of West Thorndale Avenue;

Thence west along said north line to the easterly line of the public alley, which easterly line is 125.00 feet west of the west line of N. Clark Street, as widened (as measured along said north line of Thorndale Avenue;

Thence northwardly along said easterly line of the public alley to the intersection with the northeasterly line of another public alley, which northeasterly line is 86.50 feet southwesterly of the southwesterly line of Ridge Avenue, as widened;

Thence northwesterly along said northeasterly line of the public alley to the east line of N. Paulina Street;

Thence north along said east line, a distance of 23.68 feet to an angle point in said east line of said N. Paulina Street;

Thence northeastwardly along said east line of N. Paulina Street and along the northeastward extension thereof to the northerly line of Ridge Avenue;

Thence northwestwardly along said northerly line of Ridge Avenue to the south line of W. Peterson Avenue;

Thence east along said south line to the southward prolongation of the east line of the public alley, which east line is 96.00 feet west of the west line of N. Clark Street, as widened, as measured along the north line of said W. Peterson Avenue;

Thence north along said southward prolongation and along the east line of said public alley to the northwest corner of Lot 17 in Baer's Addition to Chicago;

Thence west along a straight line to the east line of the public alley, 16.00 feet wide;

Thence north along said east line, a distance of 163.35 feet;

Thence east along a straight line to said west line of N. Clark Street, as widened;

Thence north along said west line, a distance of 148.00 feet;

Thence west along a straight line, a distance of 114.00 feet;

Thence north along a straight line, a distance of 148.00 feet;

Thence west along a straight line to a point which is 125.00 feet west of the west line of N. Clark Street, as widened;

Thence north along a straight line to the north line of Glenlake Avenue;

Thence east along said north line to a point which is 96.00 feet, as measured along said north line, west of the west line of N. Clark Street, as widened;

Thence north along the east line of the public alley, 16.00 feet wide, to the south line of W. Granville Avenue;

Thence east along said south line, a distance of 96.00 feet to said west line of N. Clark Street, as widened;

Thence north along said west line to the north line of W. Thome Avenue;

Thence west along said north line, a distance of 91.00 feet to the east line of the public alley;

Thence northwardly and northwestwardly along said east line of the public alley and also along the northwestward extension thereof to the north line of W. Highland Avenue;

Thence west along said north line to the southwest corner of Lot 14 in Block 1 of the Columbian Land Association Addition to Highridge, said southwest corner being also on the east line of a public alley, 16.00 feet wide;

Thence north along said east line to the centerline of W. Devon Avenue;

Thence east along said centerline to the west line of the southwest quarter of Section 32, aforesaid;

Thence north along said west line of the southwest quarter, said west line being also the centerline of Ashland Avenue, extended south, to the westward extension of the south line of Schreiber Avenue;

Thence east along said westward extension and along the south line of said Schreiber Avenue, a distance of 165.32 feet to the west line of the public alley, 16.00 feet wide;

Thence south along said west line to the south line of the public alley, 16.00 feet wide;

(Excepting from the last three described lines a parcel of land comprised of a part of Lots 4 and 5 which parcel adjoins the south line of said Schreiber Avenue and is commonly identified as 11-32-324-007);

Thence east along said south line of the public alley, which south line is 122.30 feet north of and parallel with the north line of W. Devon Avenue to the west line of the southward extension of Bosworth Avenue;

Thence south along said southward extension to a point which is 62.15 feet north of the north line of W. Devon Avenue;

Thence east along a straight line to the east line of the public alley, which east line is approximately 123.00 feet west of the west line of N. Greenview Avenue;

Thence north along said east line of the public alley to a point which is 130.00 feet north of said north line of W. Devon Avenue;

Thence east along a straight line to the west line of said N. Greenview Avenue;

Thence continuing east to a point on the east line of said N. Greenview Avenue, which point is 124.00 feet north of said north line of W. Devon Avenue;

Thence east along the south line of a public alley and the eastward extension thereof to the east line of Newgard Avenue;

Thence south along said east line to a point which is 100.00 feet north of said north line of W. Devon Avenue;

Thence east along a straight line to the west line of N. Magnolia Avenue;

Thence south along said west line to the north line of said Devon Avenue;

Thence east along said north line to the east line of the southwest quarter of said Section 32;

Thence south along said east line of the southwest quarter to the south line of Sheridan Road;

Thence east along said south line to the point of beginning.

Excepting from the above described boundaries the properties identified as follows:

1415 W. Devon	Parcel No. 14-05-101-014
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1417 W. Devon	Parcel No. 14-05-101-013
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1437 W. Devon	Parcel No. 14-05-101-005
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1210 W. Elmdale	Parcel No. 14-05-128-074
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5500 N. Broadway	Parcel No. 14-08-106-018
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St. Ita's Church	Through 022
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and adjacent properties

5804 N. Broadway	Parcel No. 14-05-315-038
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5808 N. Broadway	Parcel No. 14-05-315-036
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5813-21 N. Broadway	Parcel No. 14-05-400-030
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5822 N. Broadway	Parcel No. 14-05-315-032
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5850 N. Broadway	Parcel No. 14-05-315-025
5851-53 N. Broadway	Parcel Nos. 14-05-100-007, 029 and 028
5857 N. Broadway	Parcel No. 14-05-400-005
5917 N. Broadway	Parcel No. 14-05-400-003
5532 N. Broadway	Parcel No. 14-08-106-014
5521 N. Broadway	Parcel No. 14-08-200-007
5515 N. Broadway	Parcel No. 14-08-200-010
6040 N. Clark	Parcel Nos. 14-06-222-070, 072 and 073
5739 N. Clark	Parcel No. 14-05-316-004
5445 N. Clark	Parcel Nos. 14-08-108-004, 005 and 006
6200-48 N. Clark	Parcel No. 14-06-211-007
5733-35 N. Clark	Parcel No. 14-05-316-005

And also excepting all tax exempt properties falling within the above described boundaries, as said properties are identified by the Cook County Assessor's Office.

The area is commonly described as:

The area consisting of Broadway, bounded by Foster Avenue and Devon Avenue; Devon Avenue, bounded by Broadway and Clark Street; and Clark Street, bounded by Devon Avenue and Foster Avenue.

AMENDMENT TO ORDINANCE WHICH CREATED SPECIAL
SERVICE AREA NUMBER THREE BY CLARIFYING
EFFECTIVE DATE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed on July 13, 1988,

Council Journal page 14941, by changing the effective date from January 1, 1989 to July 13, 1988 for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number Three.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Certain technical corrections need to be made to the ordinance creating the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 3" solely in order to clarify the effective date of the special service area; now, therefore,

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

SECTION 1. Section 5 of an ordinance adopted July 13, 1988, located at page 14941 of the Journal of Council Proceedings of that date, continuing Special Service Area Number 3, is hereby amended by deleting the bracketed language and inserting the italicized language as follows:

Section 5. The effective date for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number 3 shall be the [1st day of January, 1989] *date of passage of this ordinance,*

SECTION 2. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall become effective from and after its passage.

AMENDMENT TO ORDINANCE WHICH CREATED SPECIAL
SERVICE AREA NUMBER FOUR BY CLARIFYING
EFFECTIVE DATE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed July 27, 1988, Council Journal page 15763, by changing the effective date from January 1, 1989 to July 27, 1988 for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number Four.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Certain technical corrections need to be made to the ordinance creating the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 4" solely in order to clarify the effective date of the special service area; now, therefore,

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

SECTION 1. Section 5 of an ordinance adopted July 27, 1988, located at page 15763 of the Journal of Council Proceedings of that date, continuing Special Service Area Number 4, is hereby amended by deleting the bracketed language and inserting the italicized language as follows:

Section 5. The effective date for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number 4 shall be the [1st day of January, 1989] *date of passage of this ordinance,*

SECTION 2. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall become effective from and after its passage.

AMENDMENT TO ORDINANCE WHICH CREATED SPECIAL
SERVICE AREA NUMBER ELEVEN BY CLARIFYING
EFFECTIVE DATE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, amending an ordinance passed on July 27, 1988, Council Journal page 15776, by changing the effective date from January 1, 1989 to July 27, 1988 for the commencement of the services tax authorized to be levied to provide for special services within Special Service Area Number Eleven.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Certain technical corrections need to be made to the ordinance creating the area located within the City of Chicago known and designated as "City of Chicago Special Service Area Number 11" solely in order to clarify the effective date of the special service area; now, therefore,

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

SECTION 1. Section 5 of an ordinance adopted July 27, 1988, located at page 15776 of the Journal of Council Proceedings of that date, creating Special Service Area Number 11, is hereby amended by deleting the bracketed language and inserting the italicized language as follows:

Section 5. The effective date for the creation of Special Service Area Number 11 and the commencement of the services tax authorized to be levied to provide for special services therein shall be the [1st day of January, 1989] *date of passage of this ordinance*,....

SECTION 2. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance.

SECTION 3. This ordinance shall become effective from and after its passage.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER TWO.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$93,861.00 for Special Service Area Number Two located at Belmont Avenue and Central Avenue.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on June 30, 1982, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non- home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago bounded by Henderson Street on the north; George Street on the south and fronting on Central Avenue on both east and west sides; Long Avenue on the east; Austin Avenue on the west and fronting on Belmont Avenue on both north and south sides for the purpose of furnishing special services in and for such area, such special service area being designated as "City of Chicago Special Service Area Number Two"; that the ordinance creating Special Service Area Number Two authorized the levy of a special annual tax on all taxable property therein to provide for the payment of costs of furnishing maintenance,

operation and upkeep of an automobile parking facility located at 3140 North Central Avenue, provided that such special annual tax not exceed an annual rate of one and one-half percent (1.5%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number Two provided for the appointment of the Belmont-Central Parking Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for such special service area and further to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within such special service area; that the Belmont-Central Parking Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number Two for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the special annual tax necessary to be levied in Special Service Area Number Two for the tax year 1988 for the purpose of providing funds necessary to provide such special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number Two, which said special services are unique to said area and are in addition to services provided to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of a special annual tax against all taxable property within said special service area, indicated as follows:

*Belmont-Central Parking Commission
Special Service Area Budget.*

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Payroll Expense

Wages	\$20,865
Payroll Taxes	2,264
Insurance	963

Occupancy Expense

Utilities	12,130
Maintenance	1,300

Administrative Expense

Snow Plowing	\$430
Accounting and Legal	1,450
Advertising and community awareness	6,500
Cleaning	650
Insurance	10,700
Office expense	120
Security services	19,260
Supplies	500
Other administrative	150
License and fees	1,650
Interest	(1,000)
Reserve -- Major maintenance	13,700
Department of Economic Development fee	1,300
Funds for loss in tax collections	929
Total Budget Request:	<u>\$93,861</u>

Source Of Funds.

Tax levy at a rate of not to exceed one and one-half percent (1.5%) of assessed value, as equalized, of taxable property within Special Service Area Number 2.	<u>\$93,861</u>
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301 et seq.), and pursuant to the provisions of an ordinance adopted on June 30, 1982, establishing "City of Chicago Special Service Area Number Two" the sum of \$93,861 as a special annual tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number Two.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, such special annual tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number Two, the amount of such special annual tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and such special annual tax shall not exceed an annual rate of one and one-half percent (1.5%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER THREE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$199,958.00 for Special Service Area Number Three generally bounded by South Central Park Avenue, South Western Avenue, West 62nd Street and West 64th Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area wholly or partially fronting on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 3"; that by ordinance adopted July 13, 1988, the City Council authorized the continuation of the levy of the special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of the services tax within Special Service Area Number 3 provided for the reappointment of the Chicago Southwest Business Growth Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said service area and further to advise the Mayor and the City Council regarding the services tax to be levied against taxable property within said special service area; that the Chicago Southwest Business Growth Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 3 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 3 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 3, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Administration Fees

Greater Southwest Development Corp.	\$75,000
Multi Peril Insurance Coverage	<u>2,500</u>
Total Administration Fees	\$77,500
Office Salaries	14,500
Fringe Benefits and Payroll Taxes	4,500
Postage and Wiring Fees	1,200
Office Supplies	700
Travel, Parking and Tolls	500
Public Relations, Seminars and Business Meetings	1,600
Dues and Subscriptions	500
Audit Fees	1,000
Miscellaneous	500
Volunteer Support	300
Contractual Service (D.E.D.)	<u>2,158</u>
Total Operating Cost	\$104,958
Legal Fees	5,000
Promotions	35,000
Maintenance and Appearance	40,000
Development	<u>15,000</u>
Total Budget Request:	\$199,958

Source Of Funding.

Tax levy at a rate not to exceed one and
twenty-five one hundredths of one percent
(1.25%) of the assessed value, as equalized,
of taxable property within Special
Service Area Number 3.

\$199,958

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301 et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 13, 1988, establishing and continuing City of Chicago Special Service Area Number 3, the sum of \$199,958 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 3.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 3, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of one and twenty-five one hundredths percent (1.25%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER FOUR.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$50,000.00 for Special Service Area Number Four generally bounded by Western Avenue, 95th Street and Ashland Avenue.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area bounded by Western Avenue on the west, Ashland Avenue on the east and fronting on 95th Street on both north and south sides for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 4"; that by ordinance adopted July 27, 1988, the City Council authorized the continuation of the levy of the special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance authorizing the continuation of Special Service Area Number 4 provided for the reappointment of the 95th Street Special Service Area Commission for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the services tax to be levied against the taxable property within said special service area; that the 95th Street Special Service Area Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in said Special Service Area Number 4 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 4 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 4, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Personnel		
Executive Director	\$3,000	
Maintenance	6,000	\$9,000
Taxes		3,000
Insurance		2,000
Administration Expenses		5,000
Professional Fees		1,000
Meetings		1,000
Median Landscaping		6,500
Snowplowing		2,000
Christmas Security		5,000
Advertising/Promotion/P.R.		6,500
Seasonal Banners		1,500
Christmas Decorations		4,000
Flowers		1,300
Contractual Services (D.E.D.)		2,200
Total Budget Request:		<u>\$50,000</u>

Source Of Funds.

Tax levy at a rate of
not to exceed two
percent (2%) of assessed
value, as equalized, of
taxable property within
Special Service Area Number 4.

\$50,000

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301 et seq.), and pursuant to the provisions of ordinances adopted on October 31, 1983 and July 27, 1988, establishing and continuing City of Chicago Special Service Area Number 4, the sum of \$50,000 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 4.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 4, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of two percent (2%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER FIVE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$206,700.00 for Special Service Area Number Five generally bounded by South Commercial Avenue, East 91st Street and East 92nd Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on October 31, 1983, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago in the area fronting wholly or in part on South Commercial Avenue, from 87th Street to South Chicago Avenue; on East 91st Street from South Exchange Avenue to South Houston Avenue; and on East 92nd Street from South Exchange Avenue to South Houston Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 5"; that the ordinance creating Special Service Area Number 5 authorized the levy of a special annual tax on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include vaulted sidewalk reconstruction and maintenance to the public way, snow removal and sidewalk sweeping and may include, but are not limited to, recruitment of new businesses to the area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities, and other technical assistance activities to promote commercial and economic development; provided that said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area; that the ordinance creating Special Service Area Number 5 provided for the appointment of the Commercial Avenue Commission for the purpose of recommending to the Mayor and to the City Council a yearly

budget based upon the cost of providing special services in and for said special service area and further to advise the Mayor and the City Council regarding the special annual tax to be levied against the taxable property within said special service area; that the Commercial Avenue Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Economic Development and to the City Council its recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 5 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the special annual tax necessary to be levied in Special Service Area Number 5 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 5, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of a special annual tax against all taxable property within said special service area, indicated as follows:

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Debt Service Loan Interest	\$48,000
Payment at \$4,000/month	
Loan Principal Payment	112,000
at \$28,000/quarter	
Revitalization Program	
Management Fee -- Office	6,000
-- Personnel	30,000
Signage Insurance	500
Maintenance	6,400
Promotions	2,500
City Management Fee (D.E.D.)	1,300
Total Budget Request:	<hr/> \$206,700

Source Of Funding.

Tax Levy at a rate not to
exceed three percent (3%)
of the assessed value, as
equalized, of taxable property
within Special Service Area 5.

\$206,700

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) and pursuant to the provisions of an ordinance adopted on October 31, 1983, establishing City of Chicago Special Service Area Number 5, the sum of \$206,700 as a special annual tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 5.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, said special annual tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 5, the amount of the special annual tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said special annual tax shall not exceed an annual rate of three percent (3%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER EIGHT.

The Committee on Finance submitted a report recommending that the City Council pass a

proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$150,500.00 for Special Service Area Number Eight generally bounded by West Diversey Parkway, North Broadway, North Halsted Street and North Clark Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.), in and for that part of the City of Chicago consisting of the area wholly or partially fronting on Diversey Parkway, from Halsted Street to Sheridan Road; on Broadway, from Diversey Parkway to Cornelia Avenue; on Halsted Street, from Belmont Avenue to Diversey Parkway; and on Clark Street, from Diversey Parkway to Barry Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 8"; that the ordinance creating Special Service Area Number 8 authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-one one hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore prepared and transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 8 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 8 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 8, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Greater Lake View East
Special Service Area Budget.*

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Business support and financial services

Rehabilitation and expansion loans	\$22,500
Loan brokering and packaging services	22,500
Seminar speakers and technical material	2,500
Outreach to attract new businesses	2,500

Promotional support for area businesses

Local merchant group subsidies	\$10,000
Street fairs and sidewalk sales promotion	3,500
Directory of businesses and services	3,500
Co-operative advertising campaigns	3,500

Physical improvements

Facade and signage grants and loans	\$6,000
Installation of bicycle racks	1,500
Landscaping and fencing	1,500
Sidewalk sweeping and snow removal	13,000
Parking study and planning	2,000

Management services

Executive director salary	\$25,000
Part-time outreach worker	10,000
Part-time clerical worker	9,200

Employee health/life insurance	\$1,500
Liability, bond, workers' compensation insurance	1,000
Rent	3,000
Telephone	600
Postage	1,200
Professional fees: auditor, attorney	2,000
Department of Economic Development	2,500
Total Budget Request:	<u>\$150,500</u>

Source Of Funding.

Tax levy at a rate not to exceed forty-one one hundredths of one percent (.41%) of the assessed value, as equalized, of taxable property within Special Service Area Number 8.	\$150,500
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 8, the sum of \$150,500 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 8.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 8, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of forty-one one hundredths of one percent (.41%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER NINE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$227,000.00 for Special Service Area Number Nine generally bounded by North Broadway, West Devon Avenue and North Clark Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) in and for that part of the City of Chicago in the area consisting of Broadway, bounded by Foster Avenue and Devon Avenue; Devon Avenue, bounded by Broadway and Clark Street; and Clark Street, bounded by Devon Avenue and Foster Avenue for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 9"; that the ordinance creating Special Service Area Number 9 authorized the levy of a special annual services tax (the "services tax") on all taxable

property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but not be limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore prepared and transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in said Special Service Area Number 9 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 9 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 9, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Edgewater Development Corporation
Special Service Area Budget.*

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Economic Development

Business Recruitment	\$24,000
Development Project Fund	33,750
Materials Development	5,000

Financial Assistance

Loan Processing	\$10,000
Incentive Fund	10,000

Maintenance

Private Security	\$10,000
Sidewalk Sweeping	36,000
Marketing	\$36,000
Administrative/Office Activities	
Accountant/Audit	\$3,000
Legal	1,500
Printing	1,050
Staff for 6000--6400 N. Clark	2,500
Wages	18,672
Taxes, Workman's Compensation, Health and Life Insurance	2,801
Water, Gas, Electricity	630
Telephone	1,155
Rental	1,197
Alarm Service	525
Postage	525
Supplies	840
Photocopying	1,155
Miscellaneous	1,050
Liability Insurance	2,500
Department of Economic Development Fee	2,158
Bank and ECC Loans	20,992
Total Budget Request:	<u>\$227,000</u>

Source Of Funding.

Tax levy at a rate not to exceed forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of taxable property within Special Service Area Number 9.	\$227,000
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SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301

et seq.) and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 9, the sum of \$227,000 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 9.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 9, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed annual rate of forty-seven one hundredths of one percent (.47%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

TRANSMITTAL OF 1989 BUDGET AND LEVY OF SPECIAL
ANNUAL SERVICES TAX FOR SPECIAL SERVICE
AREA NUMBER ELEVEN.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the transmittal of the 1989 budget and levy of the special annual services tax in the amount of \$241,500.00 for Special Service Area Number Eleven generally bounded by West 61st Street, West 66th Street, South Lowe Avenue and South Morgan Street.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Findings. The City Council of the City of Chicago finds that on September 14, 1988, a special service area was established pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) in and for that part of the City of Chicago consisting of the area bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west for the purpose of furnishing special services in and for said area, said special service area being designated as "City of Chicago Special Service Area Number 11"; that the ordinance creating Special Service Area Number 11 authorized the levy of a special annual services tax (the "services tax") on all taxable property therein to provide special services to that area in addition to services provided by and to the City of Chicago generally; said special services to include, but are not limited to, recruitment of new businesses to the area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development; provided that said services tax shall not exceed an annual rate of sixty-five one hundredths of one percent (.65%) of the assessed value, as equalized, of the taxable property within the special service area; that the Commissioner of the Department of Economic Development or his designee has heretofore prepared and transmitted to the City Council his recommendations for a yearly budget to provide the special services required to be furnished in Special Service Area Number 11 for the fiscal year commencing January 1, 1989, and has further advised the Mayor and the City Council concerning the services tax necessary to be levied in Special Service Area Number 11 for the tax year 1988 for the purpose of providing funds necessary to provide said special services.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the special services in and for Special Service Area Number 11, which said special services are unique to said area and are in addition to services provided by and to the City generally, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the services tax against all taxable property within said special service area, indicated as follows:

*Greater Englewood
Special Service Area Budget.*

For the fiscal year beginning January 1, 1989 and ending December 31, 1989.

Expenditures.

Administrative

Accountant Audit	\$1,500
Legal fees	5,000
Wages	37,000
Taxes	2,800
Workmen's Compensation	120
Health Insurance	2,380
Electricity	1,000
Telephone	600
Office rental	2,500
Maintenance	600
Postage	300
Supplies	800
Liability Insurance	900

Development

Commercial Retail Management Program	\$10,000
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Maintenance

Private security	\$100,000
Lighting	40,000

Marketing--Promotions	\$30,000
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Contingency fund	\$3,842
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Department of Economic Development Fee	\$2,158
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Total Budget Request:	<u>\$241,500</u>
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Source Of Funding.

Tax levy at a rate not to exceed sixty-five one hundredths of one percent (.65%) of the assessed value, as equalized, of taxable property within Special Service Area Number 11.

\$241,500

SECTION 3. Levy of Taxes. There be and there is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(L)(2) of the Constitution of the State of Illinois and pursuant to the provisions of "An Act to provide the manner of levying or imposing taxes for the provision of special services to areas within the boundaries of home rule units and non-home rule municipalities and counties" (Ill. Rev. Stat. Chapter 120, Section 1301, et seq.) and pursuant to the provisions of an ordinance adopted on September 14, 1988, establishing City of Chicago Special Service Area Number 11, the sum of \$241,500 as the amount of the services tax for the tax year 1988 against all taxable property situated within that part of the City of Chicago which is subject to taxation and which is located within City of Chicago Special Service Area Number 11.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the services tax herein provided for, said services tax to be extended for collection by the County Clerk for the tax year 1988 against all the taxable property within the territory located within City of Chicago Special Service Area Number 11, the amount of the services tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within said special service area and said services tax shall not exceed an annual rate of sixty-five one hundredths of one percent (.65%) of the assessed value, as equalized, of the taxable property within the special service area.

SECTION 5. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies shall be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance. This ordinance shall be in full force and effect upon its publication as herein and as by law provided.

IDENTIFICATION OF DESIGNATED ZONE ORGANIZATIONS FOR
ENTERPRISE ZONES THREE AND FIVE.

The Committee on Finance submitted a report recommending that the City Council pass four proposed ordinances transmitted therewith, recommending that the South Chicago

Enterprise Zone Corporation (Enterprise Zone III) and Bethel New Life, Incorporated, Greater North Pulaski Development Corporation and South Austin Madison Corporation (Enterprise Zone V) be considered as Designated Zone Organizations.

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

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 47.

Nays -- Alderman Krystyniak -- 1.

Alderman Beavers 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):

*South Chicago Enterprise Zone Corporation
(Enterprise Zone III).*

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone III; now, therefore,

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

SECTION 1. The organization called "South Chicago Enterprise Zone Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone III.

SECTION 2. The organization called "South Chicago Enterprise Zone Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone III;

- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone III, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "South Chicago Enterprise Zone Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "South Chicago Enterprise Zone Corporation" as a Designated Zone Organization for Enterprise Zone III shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "South Chicago Enterprise Zone Corporation" shall remain a Designated Zone Organization for Enterprise Zone III until such time as this status/designation may be terminated by the City Council. The status of "South Chicago Enterprise Zone Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone III shall report to the City Council every two years as to the effectiveness of "South Chicago Enterprise Zone Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "South Chicago Enterprise Zone Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone III.

SECTION 8. Upon designation, the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

Bethel New Life, Incorporated
(Enterprise Zone V).

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone V; now, therefore,

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

SECTION 1. The organization called "Bethel New Life, Inc." is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone V.

SECTION 2. The organization called "Bethel New Life, Inc." satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone V;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone V, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Bethel New Life, Inc." if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Bethel New Life, Inc." as a Designated Zone Organization for Enterprise Zone V shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Bethel New Life, Inc." shall remain a Designated Zone Organization for Enterprise Zone V until such time as this status/designation may be terminated by the City Council. The status of "Bethel New Life, Inc." as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone V shall report to the City Council every two years as to the effectiveness of "Bethel New Life, Inc." as a Designated Zone Organization.

SECTION 7. This designation of "Bethel New Life, Inc." shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone V.

SECTION 8. Upon designation the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

*Greater North Pulaski Development Corporation
(Enterprise Zone V).*

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone V; now, therefore,

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

SECTION 1. The organization called "Greater North Pulaski Development Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone V.

SECTION 2. The organization called "Greater North Pulaski Development Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone V;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone V, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "Greater North Pulaski Development Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "Greater North Pulaski Development Corporation" as a Designated Zone Organization for Enterprise Zone V shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "Greater North Pulaski Development Corporation" shall remain a Designated Zone Organization for Enterprise Zone V until such time as this status/designation may be terminated by the City Council. The status of "Greater North Pulaski Development Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone V shall report to the City Council every two years as to the effectiveness of "Greater North Pulaski Development Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "Greater North Pulaski Development Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone V.

SECTION 8. Upon designation the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

South Austin Madison Corporation
(Enterprise Zone V).

WHEREAS, The Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago, provides in Section 201-7(b) that the City Council may designate one or more organizations as a "Designated Zone Organization" for each Enterprise Zone in the City; and

WHEREAS, The herein proposed organization has been recommended by the Department of Economic Development of the City of Chicago as an appropriate Designated Zone Organization for the City's Enterprise Zone V; now, therefore,

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

SECTION 1. The organization called "South Austin Madison Corporation" is hereby designated a Designated Zone Organization for the City of Chicago's Enterprise Zone V.

SECTION 2. The organization called "South Austin Madison Corporation" satisfies the qualification requirements of Section 3(d) of the Illinois Enterprise Zone Act and Section 201-2 of the Chicago Enterprise Zone Ordinance, in that:

- (1) the members of the organization are substantially all residents of Enterprise Zone V;
- (2) the board of directors of the organization is elected by the members of the organization;
- (3) the organization satisfies the criteria set forth in Section 501(c)(3) of the Internal Revenue Code of 1954; and
- (4) the organization exists primarily for the purpose of performing within Enterprise Zone V, for the benefit of the residents and businesses thereof, one or more of the functions set forth in Section 8 of the Illinois Enterprise Zone Act, including among others, the promotion of community welfare and the improvement of housing, business and general living conditions.

SECTION 3. The Zone Administrator shall have the power to suspend the designation of "South Austin Madison Corporation" if it is determined that this organization has failed, at any time, to maintain the minimum qualification requirements of a Designated Zone Organization under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance. This suspension shall last until it is demonstrated to the satisfaction of the Zone Administrator that these qualification requirements have again been met.

SECTION 4. The functions and powers of "South Austin Madison Corporation" as a Designated Zone Organization for Enterprise Zone V shall be those stated in Section 201-7(b) of the Chicago Enterprise Zone Ordinance, except that:

- (1) if other local, state or federal authorizations are needed to perform any function or exercise any power granted herein, those authorizations must be obtained before such functions or powers can be exercised; and
- (2) before any contract, allowed under Section 201-7(b)(3) of the Chicago Enterprise Zone Ordinance, is entered into between the Zone Administrator and the organization, it must first be approved by the City Council.

SECTION 5. The organization called "South Austin Madison Corporation" shall remain a Designated Zone Organization for Enterprise Zone V until such time as this status/designation may be terminated by the City Council. The status of "South Austin Madison Corporation" as a Designated Zone Organization may be terminated at any time by the City Council.

SECTION 6. The Zone Administrator of Enterprise Zone V shall report to the City Council every two years as to the effectiveness of "South Austin Madison Corporation" as a Designated Zone Organization.

SECTION 7. This designation of "South Austin Madison Corporation" shall not prevent the City of Chicago from designating other organizations as Designated Zone Organizations for Enterprise Zone V.

SECTION 8. Upon designation the Designated Zone Organization will enter into a written work plan with the Zone Administrator identifying the performance goals and objectives to be carried out within the zone and the performance criteria by which they shall be evaluated.

SECTION 9. This ordinance shall be effective from and after its passage.

MODIFICATION AND EXPANSION OF ENTERPRISE ZONE ONE BOUNDARIES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to amend an ordinance passed December 23, 1982 and amended March 18, 1987 by further modifying and expanding the boundaries of Enterprise Zone One.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 23, 1982 passed an ordinance establishing Proposed Enterprise Zone I appearing on Council Journal pages 14288 to 14291; said ordinance amended and passed by the City Council on March 18, 1987, and appearing on Council Journal pages 40461 to 40464; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1981 Supp., Ch. 67 1/2, Section 601 et seq.) to amend or modify the boundaries of Enterprise Zones subject to the approval of the state; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone I will increase the development and rehabilitation of the depressed areas on the west side of the city; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone I as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on pages 14288 to 14291 and amended and passed by the City Council on March 18, 1987 and appearing in Council Journal Proceedings on pages 40461 to 40464, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Enterprise Zone I" and the area boundaries shall be as follows for Zone I:

Starting at the Corporate Limits and the Eisenhower Expressway; then running east on the Eisenhower Expressway to Damen Avenue; then running south on Damen Avenue to 16th Street; then running east on 16th Street to Ashland Avenue; then running north on Ashland Avenue to Roosevelt Road; then running east on Roosevelt Road to Racine Avenue; then running south on Racine Avenue to Maxwell Street; then running east on Maxwell Street to Halsted Street; then running south on Halsted Street to 16th Street; then running east on 16th Street to the south branch of the Chicago River; then running southwest along the river to [Kedzie Avenue;] *Western Avenue; then running south on Western Avenue to 35th Street; then running west on 35th Street to California Avenue; then running north on California Avenue to the south branch of the Chicago River; then running southwest along the river to Kedzie Avenue;* then running north on Kedzie Avenue to Cermak Road; then running west on Cermak Road to the Burlington railroad tracks; then *running* southwest along the Burlington railroad tracks to the Corporate Limits; then running north along Corporate Limits to Roosevelt Road; then running west on Roosevelt Road to the Corporate Limits; then running north along Corporate Limits to the Eisenhower

Expressway to the point of beginning. The aforementioned area shall exclude Douglas Park. (See Attachment A).

SECTION 2. That Section 2 of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the December 23, 1982 Journal of Council Proceedings on pages 14288 to 14291, and amended and passed by the City Council and appearing in the March 18, 1987 Journal of Council Proceedings on pages 40461 to 40464 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

That Zone I meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. it is a contiguous area entirely within the City of Chicago;
2. it comprises [9.81] *10.02* square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. it is a depressed area as shown by census tract data and other data; and
4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone I" as a Proposed Enterprise Zone appearing in the March 18, 1987 Journal of Council Proceedings on page 40464 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

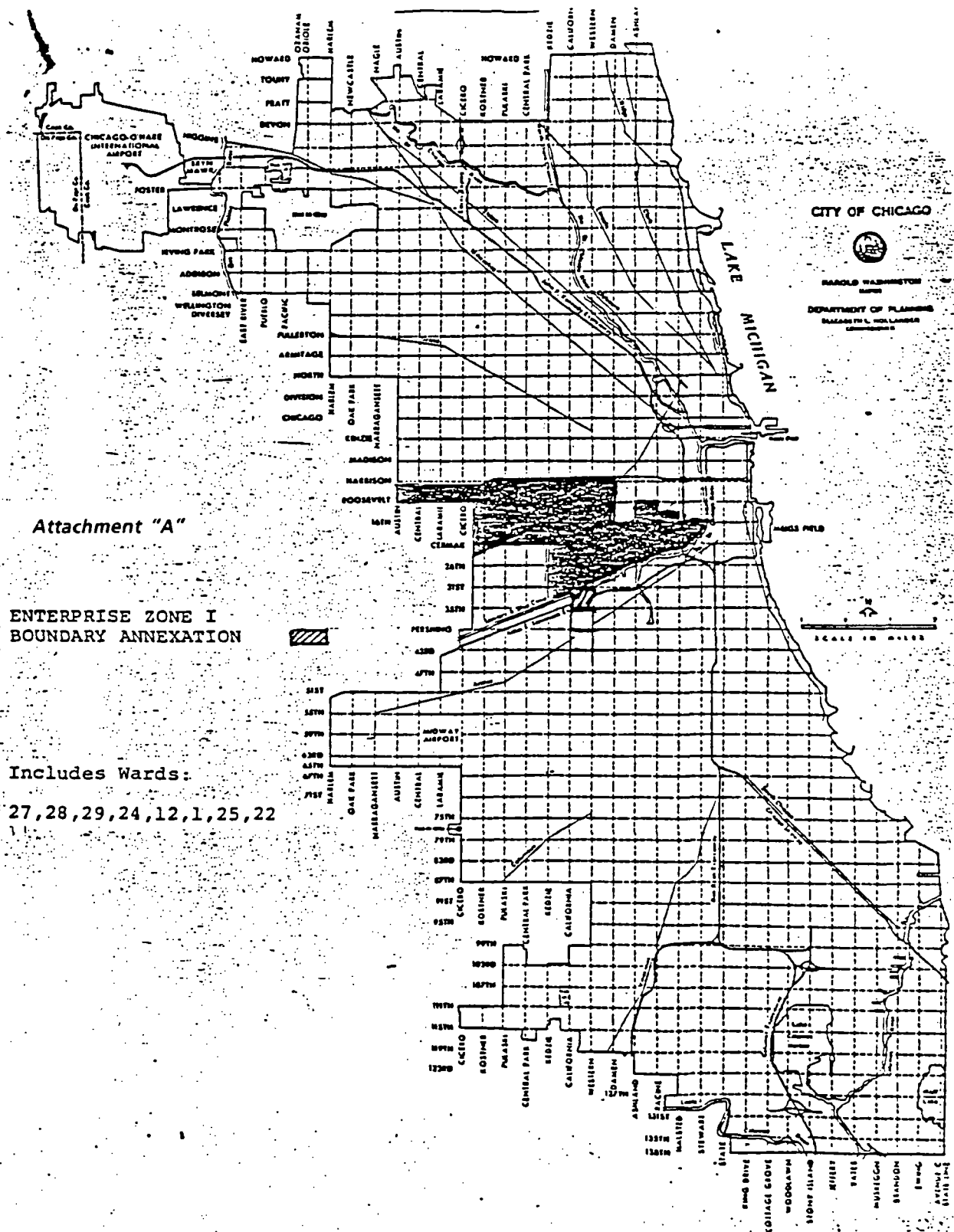
SECTION 4. The modification of the boundaries of Enterprise Zone I provided herein shall not be effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Ordinance shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transaction occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply other information as needed to have this amendment to Enterprise Zone I approved and certified by the State.

SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" to this ordinance printed on
page 17236 of this Journal.]



MODIFICATION AND EXPANSION OF ENTERPRISE ZONE
FOUR BOUNDARIES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, to amend an ordinance passed December 16, 1983 and amended November 6, 1985 and July 29, 1987 by further modifying and expanding the boundaries of Enterprise Zone Four.

On motion of Alderman Natarus, 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, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago on December 16, 1983 passed an ordinance establishing Proposed Enterprise Zone 4 appearing on Council Journal pages 3991 to 3993 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on pages 21504 to 21507; and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2715 to 2718; and

WHEREAS, The City of Chicago is permitted under the Illinois Enterprise Zone Act (Ill. Rev. Stat. 1985 Ch. 67 1/2, Section 601 et seq.) to amend or modify the boundaries of Enterprise Zones subject to the approval of the state; and

WHEREAS, The City of Chicago has determined that the expansion of Enterprise Zone 4 will increase the development and rehabilitation of the depressed areas on the [west] *near north* side of the city; and

WHEREAS, All required procedures have been followed in the modification of the boundaries of Enterprise Zone 4 as required under the Illinois Enterprise Zone Act and the Chicago Enterprise Zone Ordinance, Chapter 201 of the Municipal Code of Chicago; now, therefore,

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

SECTION 1. That Section 1 of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on pages 3991 to 3993 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on pages 21504 to 21507 and amended and appearing in the July 29,

1987 Journal of Council Proceedings on pages 2715 to 2718 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

The following area, hereafter referred to as "Zone 4", is hereby designated a Proposed Enterprise Zone. The area boundaries shall be as follows for Zone 4:

Beginning at the corner of Kedzie Avenue [&] *and* Grand Avenue, continuing southeast on Grand Avenue and then east on Grand Avenue to Ogden Avenue, then running northeast on Ogden Avenue to the Kennedy Expressway, then running northwest on the Kennedy Expressway to Logan Boulevard, then proceeding northeast on Logan Boulevard to Diversey Avenue, then running east on Diversey Avenue to the east side of the Chicago River, then running north along the Chicago River to Irving Park Road, then east on Irving Park Road to Campbell Avenue, then south on Campbell Avenue to Addison Street, then east on Addison Street to Western Avenue, then south on Western Avenue to Clybourn Avenue, then running southeast on Clybourn Avenue to Wellington Avenue, then east on Wellington Avenue to Ashland Avenue, then south on Ashland Avenue to Clybourn Avenue, then running southeast on Clybourn Avenue to Halsted Street, then running south on Halsted Street to Division Street, then running east on Division Street to [Orleans Street,] *Clybourn Avenue, then running northwest on Clybourn Avenue to Goethe Street, then running east on Goethe Street to Sedgwick Street, then running north on Sedgwick Street to Evergreen Street, then running east on Evergreen Street to Wells Street, then running south on Wells Street to Division Street, then running west on Division Street to Orleans Street,* then running south on Orleans Street to Chicago Avenue, then running west on Chicago Avenue to Larrabee Street, then running south on Larrabee Street *to Erie Street, then running west on Erie Street* across the north branch of the Chicago River to Halsted Street, then running south on Halsted Street to the Kennedy Expressway, then running south on the Kennedy Expressway to the Eisenhower Expressway, then running west on the Eisenhower Expressway to Kedzie Avenue, then running north on Kedzie Avenue to the beginning point at Grand Avenue. (See Attachment A).

SECTION 2. That Section 2 of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the December 16, 1983 Journal of Council Proceedings on page 3991 and amended and appearing in the November 6, 1985 Journal of Council Proceedings on page 21505 and amended and appearing in the July 29, 1987 Journal of Council Proceedings on pages 2716 to 2717 is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

That Zone 4 meets the qualification requirements of Section 4 of the Illinois Enterprise Zone Act, in that:

1. it is a contiguous area entirely within the City of Chicago;
2. it comprises [7.435] 7.523 square miles, which is within the range allowed by the Illinois Enterprise Zone Act;
3. it is a depressed area as shown by census tract data and other data; and
4. it satisfies all other additional criteria established to date by regulation of the Illinois Department of Commerce and Community Affairs.

SECTION 3. That Attachment A of the ordinance designating "Zone 4" as a Proposed Enterprise Zone appearing in the November 6, 1985 Journal of Council Proceedings on page 21507 and amended and appearing in the July 29, 1987 Journal of Council Proceedings on page 2718 is hereby deleted and replaced with a new Attachment A attached to this ordinance.

SECTION 4. The modification of the boundaries for Enterprise Zone 4 provided herein shall not become effective unless the State approves such modification, and until such approval is given none of the tax and regulatory incentives provided in the Chicago Enterprise Zone Ordinance shall apply to this expanded area.

SECTION 5. The tax incentives provided in the Chicago Enterprise Zone Ordinance shall only apply in the expanded area provided herein for transactions occurring on or after the date of the approval of such expanded area by the State.

SECTION 6. The Zone Administrator is hereby directed to make a formal written application to the Illinois Department of Commerce and Community Affairs and to supply such other information as needed to have this amendment to Enterprise Zone 4 approved and certified by the State.

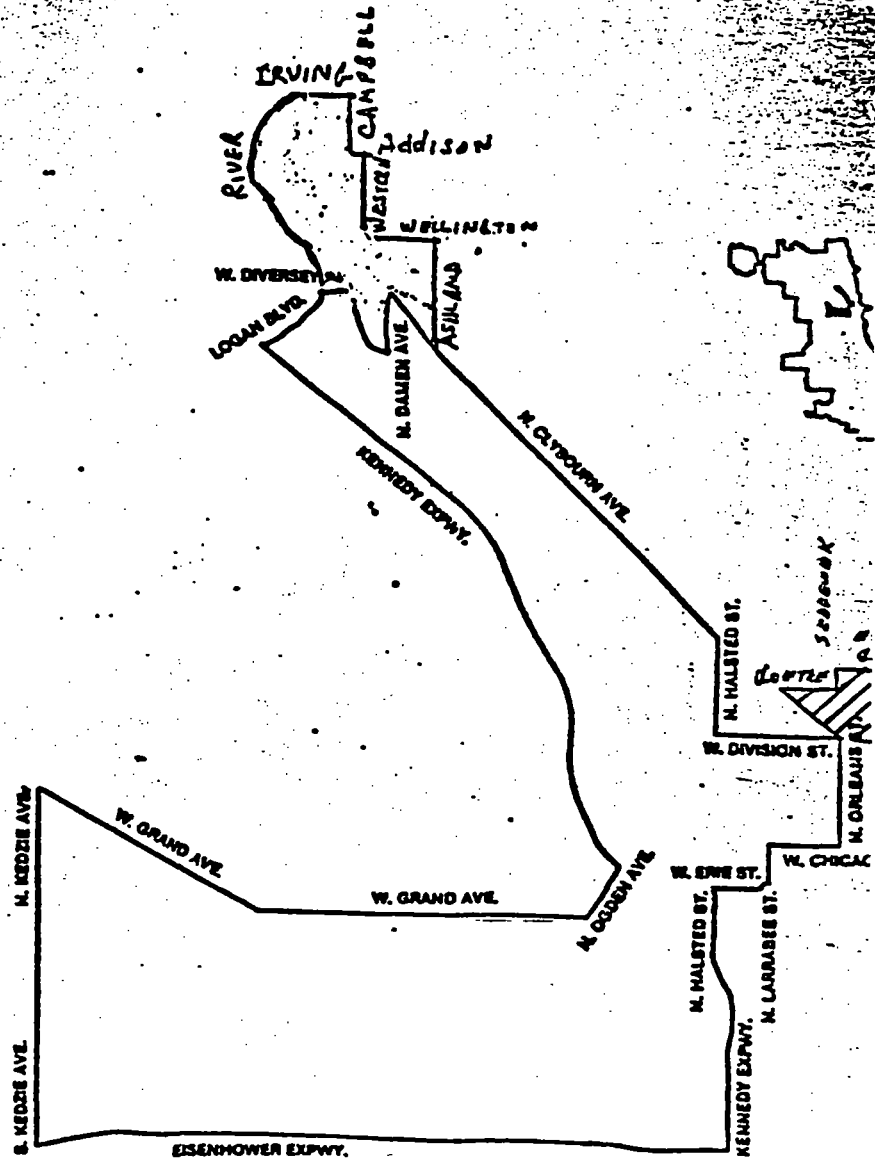
SECTION 7. This ordinance shall be effective from and after its passage.

[Attachment "A" to this ordinance printed on
page 17240 of this Journal.]

At this point in the proceedings, Alderman Natarus moved to go *Out of the Regular Order of Business* for the purpose of considering the report of the Committee on Education. The motion *Prevailed*.

Attachment "A"

CHICAGO ENTERPRISE ZONE 4



Area of annexation

Present zone boundary

North

COMMITTEE ON EDUCATION.

Alderman O'Connor presented three proposed communications requesting confirmation of the appointments of Ms. D. Sharon Grant, Mr. Erwin France and Ms. Virginia York as members of the Chicago Board of Education.

Alderman Eisendrath and Alderman Bloom next moved, on the basis of Rule 17 of the City Council's Rules of Order, to divide the issue so that each appointee may be considered separately. The motion *Prevailed*.

APPOINTMENT OF MS. D. SHARON GRANT AS MEMBER OF BOARD OF EDUCATION.

The Committee on Education submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, dated September 8, 1988, appointing D. Sharon Grant as a member of the Board of Education of the City of Chicago for a term ending April 30, 1992, to succeed Clark Burrus, begs leave to recommend that Your Honorable Body do *Adopt* the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote by the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

On motion of Alderman O'Connor, the committee's recommendation was *Concurred In* and the said proposed appointment of Ms. D. Sharon Grant as a member of the Board of Education was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Henry, Soliz, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Schalter, Osterman, Orr, Stone -- 43.

Nays -- Aldermen Gutierrez, Shiller -- 2.

Action Deferred -- APPOINTMENT OF MR. ERWIN FRANCE
AS MEMBER OF BOARD OF EDUCATION.

The Committee on Education submitted the following report, which was, on motion of Alderman Eisendrath and Alderman Garcia, *Deferred* and ordered published:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, dated September 8, 1988, appointing Erwin France as a member of the Board of Education of the City of Chicago for a term ending April 30, 1993, to succeed William Farrow, begs leave to recommend that Your Honorable Body do pass the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote by the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

Action Deferred -- APPOINTMENT OF MS. VIRGINIA YORK
AS MEMBER OF BOARD OF EDUCATION.

The Committee on Education submitted the following report, which was, on motion of Alderman Burke and Alderman Mell, *Deferred* and ordered published:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Education, having had under consideration a communication signed by The Honorable Eugene Sawyer, Acting Mayor, dated September 8, 1988, appointing Virginia York as a member of the Board of Education of the City of Chicago for a term ending April 30, 1990, to succeed Mattie Hopkins, begs leave to recommend that Your Honorable Body do pass the said communication, which is transmitted herewith.

This recommendation was concurred in by unanimous vote by the committee.

Respectfully submitted,
(Signed) PATRICK J. O'CONNOR,
Chairman.

Rules Suspended -- HONOR EXTENDED MRS. ELSIE PENNEY
FOR PATRIOTISM EXHIBITED BY BOTH
HER AND HER LATE SON.

Alderman Hagopian moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to consider a proposed resolution honoring Mrs. Elsie Penney for the patriotism exhibited by both her and her late son. The motion *Prevailed*.

Alderman Hagopian then moved to *Adopt* the said proposed resolution. The motion *Prevailed* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Mrs. Elsie Penney, a proud "Chicagoan" for 84 years; and

WHEREAS, Mrs. Elsie Penney, a widow who shares the love of her country, devotion to her "Chicago Americanism spirit", respect for all veterans who served a grateful nation, shares this her "Chicago Veterans Respect For All Servicemen" with her neighbors, friends, church and family; and

WHEREAS, Mrs. Elsie Penney is a proud resident of the 13th ward; and

WHEREAS, Mrs. Elsie Penney's son Raymond, a scholar graduate of William Rainey Harper High School, candidate to attend West Point, serving his nation as a proud serviceman with the United States Air Force as a Technical Sergeant, when his plane was shot down over Anzio, Italy on August 27, 1943; and

WHEREAS, This decorated serviceman was awarded many commendations and two (2) "Purple Hearts" for bravery, for service over and beyond the call of duty, died in the service of his nation; and

WHEREAS, With the cooperation of the *Sun-Times* publication, Veterans Administration Public Affairs Division, the Illinois Congressional delegation and those congressmen, members of House Veterans' Affairs Committee, in joint effort with the City of Chicago, City Council Committee on Veterans' Affairs was privileged to answer the call of Mrs. Elsie Penney's request "Stolen Purple Heart Medal--A Heart Breaker"; now, therefore,

Be It Resolved. That we, the Mayor and members of the City Council assembled on this 14th day of September in 1988, do hereby extend our sincerest congratulations to Mrs. Elsie Penney for her "Chicago Works Together For Veterans And Their Dependents Spirits"; and

Be It Further Resolved, That a suitable copy of this resolution be made available to Mrs. Elsie Penney.

At this point in the proceedings, The Honorable Eugene Sawyer, Acting Mayor, invited Mrs. Elsie Penney, her daughter Ms. Delores Noga, and Aldermen Hagopian, Mell, Madrzyk and Natarus to the mayor's rostrum. Alderman Hagopian, Chairman of the Committee on Veterans' Affairs, formally presented to Mrs. Penney the United States Military "Purple Heart" secured by the committee in cooperation with the *Chicago Sun-Times*, the Public Affairs Division of the Veterans' Administration, the Illinois Congressional Delegation, and various members of the House Veterans' Affairs Committee, in replacement of the stolen medal previously awarded her son.

REGULAR ORDER OF BUSINESS RESUMED.

CORPORATION COUNSEL AUTHORIZED TO ENTER INTO SETTLEMENT AGREEMENT REGARDING RAFAEL ACOSTA V. CITY OF CHICAGO.

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

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Rafael Acosta v. City of Chicago*, 83 L 9584, in the amount of \$3,500,000.00.

On motion of Alderman Natarus, the foregoing proposed order 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

EXECUTION OF GRANT AGREEMENT WITH ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY FOR
PHASE I SOLID WASTE NEEDS
ASSESSMENT AND PHASE
II SOLID WASTE
MANAGEMENT
PLAN.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a grant agreement with the Illinois Environmental Protection Agency in the amount of \$350,000.00 for the combined Phase I Solid Waste Needs Assessment and Phase II Solid Waste Management Plan.

On motion of Alderman Natarus, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Mayor, the Commissioner of the Department of Streets and Sanitation and the City Comptroller, on behalf of the City of Chicago, are authorized to execute an agreement with the Illinois Environmental Protection Agency for a grant of funds under the Illinois Solid Waste Management Act, for combined Phase I Solid Waste Needs Assessment and Phase II Solid Waste Management Plan. The agreement shall be in substantially the form attached hereto as Exhibit A.

SECTION 2. The City Clerk shall prepare certified copies of this ordinance for delivery to the Illinois Environmental Protection Agency.

SECTION 3. This ordinance shall take effect upon its passage and approval.

[Exhibit "A" attached to this ordinance unavailable
at time of printing.]

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

The Committee on Finance to which had been referred (May 25, June 22 and July 29, 1988) sundry proposed ordinances and order transmitted therewith, to authorize the issuance of free permits, license fee exemptions and cancellation of existing water rates for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and order.

On motion of Alderman Natarus, each of the said proposed ordinances and order 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

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

FREE PERMITS.

Alton Contractor.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Alton Contractor, 1437 Harmony Court, Itasca, Illinois 60143, for the construction of low-income housing in a Hispanic community on the premises known as Logan Vista, 2600 North Kedzie Avenue.

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

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

Archdiocese Of Chicago/Saint William School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Archdiocese of Chicago/Saint William School, for electrical installations, on the premises known as 2559 North Sayre Avenue.

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

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

Catholic Archdiocese/Saint Cornelius School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese/Saint Cornelius School, for electrical installations, on the premises known as 5252 North Long Avenue.

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

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

Catholic Archdiocese/Saint William School.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Catholic Archdiocese/Saint William School, for renovations, on the premises known as 2600 North Sayre Avenue.

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

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

The Chicago Dramatists Workshop.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to The Chicago Dramatists Workshop, for remodeling, on the premises known as 1105 West Chicago Avenue.

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

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

Inner City Impact.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge notwithstanding other ordinances of the City to the contrary, to the Inner City Impact, 2704 West North Avenue, for construction of low-income housing, on the premises known as 3325--3329 West Fullerton Avenue.

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

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

Jewish Federation Of Metropolitan Chicago.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Jewish

Federation of Metropolitan Chicago, for renovations at the Bernard Horwich Jewish Community Center, on the premises known as 3001 West Touhy Avenue.

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

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

Metro Chicago Habitat For Humanity.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Metro Chicago Habitat for Humanity, for the construction of four water taps and one sewer tap, on the premises known as 4649 North Kenmore Avenue.

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

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

Pyramid Industries.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to the Pyramid Industries, 14225 South Halsted Street, Riverdale, Illinois 60627, for the construction of low-income housing in a Hispanic community, on the premises known as 3212--3226 West Diversey Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Hospital.

Jackson Park Hospital.

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

SECTION 1. Pursuant to Section 137-6 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following hospital that is not operated for gain but where a charge is made for the care of patients, shall be exempted from payment of the hospital license fee for the year 1988:

Jackson Park Hospital
7531 South Stony Island Avenue.

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

Day Care Centers.

*Northside Young Women's Christian Association
Child Development Center.*

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is

hereby exempted from payment of the license fee for the current license period, which expires April 30, 1988:

Northside Y.W.C.A. Child Development Center
5244 North Lakewood Avenue.

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

Salvation Army Child Care Program.

Ordered, That the City Comptroller is hereby authorized and directed to exempt from payment all licensing fees for the Salvation Army Child Care Program, a not-for-profit center located at 1345 North Karlov Avenue.

CANCELLATION OF EXISTING WATER RATES.

Telshe Yeshiva Chicago.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel water rates in the amount of \$602.11, charged against Telshe Yeshiva Chicago, 3535 West Foster Avenue.

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

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

The Committee on Finance, to which had been referred on July 29, 1988 sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable,

educational and religious institutions, submitted reports recommending that the City Council pass the following proposed substitute order:

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

Name And Address	Warrant No. And Type Of Inspection	Amount
Ada S. McKinley (various locations)	B1-808374 (Bldg.)	\$ 23.00
	R1-802372 (Driveway)	25.00
Bethany Methodist Church 2014 West Lawrence Avenue	D1-801781 (Sign)	56.00
Ebenezer Missionary Baptist Church 4501 South Vincennes Avenue	P1-801445 (Fuel Burn. Equip.)	124.00
Illinois Institute of Technology 77 South Wacker Drive	P1-404190 (Fuel Burn. Equip.)	245.00
Immaculate Conception Church 1415 North North Park Avenue	A1-803797 (Elev.)	30.00
Lakeview Learning Center 4919 North Clark Street	B4-300664 (Inst.)	23.00
Liberty Temple Gospel Church 2233 West 79th Street	B1-804809 (Bldg.)	34.50
Longwood Cenacle Retreat 11600 South Longwood Drive	B1-806702 (Bldg.)	46.00
Norwood Park Home for the Aged 6016 North Nina Avenue	D1-802796 (Sign)	28.00

Name And Address	Warrant No. And Type Of Inspection	Amount
Northwestern Memorial Hospital 240 East Pearson Street	B1-812504 (Bldg.)	\$ 103.50
Resurrection Hospital 7435 West Talcott Avenue	D1-802929 (Sign)	16.00
	No. 2 B & W Water Tube Boiler	30.00
	P1-801787 (Fuel Burn. Equip.)	1,593.00
Dr. William Scholl College of Podiatry 1001 North Dearborn Street	B1-810421 (Bldg.)	149.50
	F4-805250 (Mech. Vent.)	282.50
	P1-802143 (Fuel Burn. Equip.)	426.00
Washington and Jane Smith Home 2340 West 113th Place	No. 2 Kewanee - S.M. Boiler	30.00

On motion of Alderman Natarus, the foregoing proposed substitute order 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

INSTALLATION OF ALLEY/STREET LIGHTS AT
SPECIFIED LOCATIONS.

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

Ordered. That the Commissioner of Streets and Sanitation is hereby authorized and directed to give consideration to the installation of a street light at the southeast corner of the intersection of North Dover Street and West Lawrence Avenue.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 2415 West Sherwin Avenue.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 2419 West Sherwin Avenue.

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an alley light in back of the premises located at 2429 West Sherwin Avenue.

On motion of Alderman Natarus, each of the foregoing proposed orders 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

AUTHORITY GRANTED FOR PAYMENTS OF HOSPITAL, MEDICAL
AND NURSING SERVICES RENDERED CERTAIN INJURED
MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

On motion of Alderman Natarus, the said proposed order 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 17257 through
17262 of this Journal.]

and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to

(Continued on page 17263)

CITY OF CHICAGO

CITY COMPTROLLER

CITY OF CHICAGO - 9/14/88

REVENUE OFFICE

NAME	***** EMPLOYEE NAME *****	***** HOME *****	***** UNIT OF ASSIGNMENT *****	DATE	NUMBER
ALLEN	EDWARD	POLICE OFFICER	SIXTH DISTRICT	3/25/88	192,000
ALLEN	GEORGE	POLICE OFFICER	GANG CRIMES FOR OFFENSE DIVISION	4/04/88	152,000
ALLEN	LENOY	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	2/20/88	147,735
AMBLIZ	LORENA	POLICE OFFICER	ELEVENTH DISTRICT	4/07/88	335,000
AMBLIZ	PATRICK C	POLICE OFFICER	FIFTEENTH DISTRICT	4/11/88	41,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	3/10/88	40,000
AMBLIZ	JOHN	POLICE OFFICER	SEVENTH DISTRICT	4/15/88	797,000
AMBLIZ	CLARK R	POLICE OFFICER	YOUTH DIVISION AREA TWO	4/05/88	79,225
AMBLIZ	LAUREL	POLICE OFFICER	SIXTH DISTRICT	4/24/88	195,115
AMBLIZ	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	0/02/87	411,000
AMBLIZ	GEORGE	POLICE OFFICER	DETECTIVE DIV AREA 1 FIFTEENTH	2/16/86	35,000
AMBLIZ	JOSEPH	POLICE OFFICER	FOURTH DISTRICT	3/15/88	65,000
AMBLIZ	JOSEPH J	POLICE OFFICER	NINTH DISTRICT	4/03/88	113,000
AMBLIZ	WILLIAM C	POLICE OFFICER	THIRTEENTH DISTRICT	4/21/88	203,000
AMBLIZ	MICHAEL G	POLICE OFFICER	ELEVENTH DISTRICT	3/21/88	88,000
AMBLIZ	DAVID J	POLICE OFFICER	FOURTH DISTRICT	4/16/88	39,400
AMBLIZ	WILLIAM	POLICE OFFICER	GANG CRIMES FOR OFFENSE DIVISION	4/03/88	410,449
AMBLIZ	FRANK	POLICE OFFICER	ELEVENTH DISTRICT	4/23/88	75,000
AMBLIZ	STEVEN	POLICE OFFICER	ELEVENTH DISTRICT	2/01/88	649,235
AMBLIZ	WALTER L	POLICE OFFICER	PUBLIC DIVISION DIVISION-NORTH	4/16/88	110,750
AMBLIZ	RICKY	POLICE OFFICER	EIGHTH DISTRICT	4/20/88	516,000
AMBLIZ	ROBERT C	POLICE OFFICER	FIRST DISTRICT	6/10/84	446,000
AMBLIZ	JOSEPH	POLICE OFFICER	THIRTY-THIRD DISTRICT	2/11/88	200,000
AMBLIZ	CHARLES J	POLICE OFFICER	FOURTEENTH DISTRICT	8/20/86	90,225
AMBLIZ	JOHN'S H	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	4/07/88	329,470
AMBLIZ	JOHN'S H	POLICE OFFICER	THIRD DISTRICT	11/02/87	71,000
AMBLIZ	MATTHEW	POLICE OFFICER	ELEVENTH DISTRICT	2/01/88	71,000
AMBLIZ	MATTHEW E	POLICE OFFICER	SEVENTH DISTRICT	3/19/88	570,255
AMBLIZ	WALTER J JR	POLICE OFFICER	NINTH DISTRICT	4/13/88	113,750
AMBLIZ	BERNARD	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	3/22/88	150,000
AMBLIZ	EDWARD J	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/88	400,700
AMBLIZ	CHARLES G	POLICE OFFICER	SPECIAL FUNCTIONS GROUP	4/20/88	79,000
AMBLIZ	BERNARD	POLICE OFFICER	FOURTH DISTRICT	4/20/88	396,000
AMBLIZ	THOMAS	POLICE OFFICER	FOURTH DISTRICT	4/20/88	240,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/20/88	77,115
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	1/23/87	90,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	1/02/85	207,150
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	1/21/87	113,250
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	1/21/87	307,235
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/12/88	126,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/06/88	44,250
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	2/20/88	50,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	3/17/88	100,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/14/88	95,235
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	2/02/88	20,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/20/88	309,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	3/20/88	10,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/17/88	57,000
AMBLIZ	JOHN'S H	POLICE OFFICER	FOURTH DISTRICT	4/16/88	27,235

CITY OF CHICAGO

CITY COUNCIL MEMBERS

COUNCIL DISTRICT OF 22-14-043

COUNCIL MEMBERS

NAME	***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE	NUMBER TOTAL
CONRAD	JAMES	POLICE OFFICER	ADMINISTRATIVE POLICE SECTION	3/06/88	1051.45
CORRIGAN	WILLIAM	POLICE OFFICER	SIXTEENTH DISTRICT	4/09/88	159.00
CORRIGAN	CAROL	POLICE OFFICER	FORTY-FOURTH DISTRICT	4/09/88	167.75
CORRIGAN	ROBERT J	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	335.00
CORRIGAN	ELIZABETH	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	613.25
CORRIGAN	THOMAS M	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	407.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	166.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	191.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	227.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	123.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	169.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	91.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	150.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	208.37
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	113.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	459.49
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	126.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	273.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	119.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	23.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	331.75
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	90.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	75.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	503.45
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	582.60
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	553.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	23.70
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	30.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	426.55
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	50.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	450.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	245.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	2314.95
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	45.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	176.95
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	230.20
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	210.25
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	292.50
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	103.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	100.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	152.50
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	290.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	40.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	130.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	230.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	297.50
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	150.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	100.00
CORRIGAN	JOHN S	POLICE OFFICER	SEVENTH DISTRICT	4/25/88	119.00

9/14/88

REPORTS OF COMMITTEES

17259

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
HART JOHN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/25/88	400.00
HATTENBERGER VINCENT L	POLICE OFFICER	ELEVENTH DISTRICT	1/11/88	105.00
HAYBLIP FRED E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/10/87	300.00
HENDERSON KATHLEEN B	POLICE OFFICER	TRAFFIC COURT SECTION	4/21/87	13.07
HICE ARTHUR B	POLICE OFFICER	FIFTH DISTRICT	1/28/88	1271.20
HLADKY WILLIAM E	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/07/87	619.00
HODONY SANDRA J	POLICE OFFICER	RECRUIT TRAINING	2/16/88	111.00
HOWE JANICE A	POLICE OFFICER	FOURTEENTH DISTRICT	12/02/87	80.50
HUGHES LORRAYNE	POLICE OFFICER	SIXTH DISTRICT	4/24/88	152.00
HURIO FRANK J	POLICE OFFICER	TENTH DISTRICT	4/05/88	50.00
HUTTON WILLIAM O	POLICE OFFICER	FIFTEENTH DISTRICT	2/12/88	45.00
JACOBS RAYMOND L	POLICE OFFICER	EIGHTH DISTRICT	4/04/88	100.00
JAMISON MICHAEL R	POLICE OFFICER	SEVENTEENTH DISTRICT	8/07/78	255.00
JANUSZ ERNEST	POLICE OFFICER	FOURTH DISTRICT	11/05/87	975.00
JEDYNIAK DAVID	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	1/20/88	55.00
JOHNSON LESTER	POLICE OFFICER	SEVENTEENTH DISTRICT	1/02/88	568.00
JOHNSON KRUCE N	POLICE OFFICER	EIGHTH DISTRICT	4/26/88	243.00
JOHNSON COREY A	POLICE OFFICER	THIRTEENTH DISTRICT	2/25/88	75.00
JOHNSON EDWARD A	POLICE OFFICER	SIXTEENTH DISTRICT	11/15/85	295.00
JONES JAMES J	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	8/03/87	125.00
JONES MICHAEL J	POLICE OFFICER	NINETEENTH DISTRICT	1/29/88	112.00
JORDAN JOHN H	POLICE OFFICER	FIFTH DISTRICT	2/10/88	143.00
JORITZ DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	4/14/88	89.00
KAZUPSKI WILLIAM F	POLICE OFFICER	RECRUIT TRAINING	4/22/88	160.00
KELENYI ROBERT W	POLICE OFFICER	TWENTIETH DISTRICT	4/07/88	43.00
KELLY PATRICK	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/03/88	291.50
KNEFL RONALD F	POLICE OFFICER	EIGHTEENTH DISTRICT	4/30/88	260.00
KNOX JOSEPH	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/22/88	231.00
KNUTSON NORMAN C	POLICE OFFICER	SEVENTH DISTRICT	4/22/88	246.00
KOCLANIS JOHN P	POLICE OFFICER	FIRST DISTRICT	2/15/88	360.00
KOFISKY CHRISTINE A	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	4/30/88	48.00
KUBIK JOHN L	POLICE OFFICER	TWELFTH DISTRICT	1/10/88	225.50
LANGENDORF LEROY W	POLICE OFFICER	SIXTEENTH DISTRICT	4/30/88	977.00
LANGBAUER RONALD	POLICE OFFICER	RECRUIT TRAINING	4/30/88	138.00
LANNING DIANE	POLICE OFFICER	TENTH DISTRICT	10/14/86	377.00
LIGHTFORD MAHIE F	POLICE OFFICER	CRIME LABORATORY DIVISION	4/25/88	51.05
LINZY JAMES A	POLICE OFFICER	NINETEENTH DISTRICT	2/24/88	65.00
LOPEZ ADOLF	POLICE OFFICER	NARCOTIC SPECIAL ENFORCEMENT	12/30/87	29.00
LYNCH IRA	POLICE OFFICER	RECRUIT TRAINING	3/21/88	6295.73
MACIEJEWSKI JOHN	POLICE OFFICER	FIFTH DISTRICT	1/24/88	330.49
MACLYZK RONALD	POLICE OFFICER	EIGHTH DISTRICT	4/21/88	330.49
MALES MICHAEL C	POLICE OFFICER	FOURTEENTH DISTRICT	4/23/88	461.75
MARTINEZ LEO J	POLICE OFFICER	ELEVENTH DISTRICT	4/18/88	50.00
MARTINEZ ARNOLD	POLICE OFFICER	NINETEENTH DISTRICT	1/13/88	310.00
MCGINN THOMAS	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/22/88	61.00
MCGIVNEY SHERRY A	POLICE OFFICER	SEVENTH DISTRICT	2/16/88	2344.50
MCGRATH DONALD	POLICE OFFICER	TENTH DISTRICT	4/02/88	357.00
MCKENDRICK PHILLIP R	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/01/88	509.00
		EIGHTH DISTRICT	2/20/88	100.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MEDICI	POLICE OFFICER	SECOND DISTRICT	2/23/88	466.50
MERCADO	POLICE OFFICER	TENTH DISTRICT	4/30/88	311.00
MEZIERE	POLICE OFFICER	FIFTEENTH DISTRICT	2/22/88	30.00
MICHALSKI	POLICE OFFICER	FOURTEENTH DISTRICT	4/05/88	437.75
MIGASI	POLICE OFFICER	ELEVENTH DISTRICT	4/30/85	120.00
MITCHELL	POLICE OFFICER	FIFTH DISTRICT	4/21/88	69.19
MOORE	POLICE OFFICER	SIXTEENTH DISTRICT	4/11/88	60.00
MOORE	POLICE OFFICER	CANINE UNIT	4/28/88	35.00
MOORE-ROBERTS	POLICE OFFICER	SECOND DISTRICT	2/13/88	155.00
MOSS	POLICE OFFICER	SEVENTH DISTRICT	4/12/88	187.00
MULVEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/30/87	70.00
MURRAY	POLICE OFFICER	NINTH DISTRICT	4/20/88	3481.50
NAFOLITANO	POLICE OFFICER	FOURTEENTH DISTRICT	4/22/88	211.00
NELSON	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/06/88	195.00
NEUMANN	POLICE OFFICER	SEVENTEENTH DISTRICT	4/04/88	126.58
OBERRUCHA	POLICE OFFICER	FIRST DISTRICT	9/13/87	40.00
OCUNNOR	POLICE OFFICER	FOURTH DISTRICT	3/05/88	4962.40
OLIVERAS	POLICE OFFICER	ELEVENTH DISTRICT	2/22/88	131.00
OLIVERAS	POLICE OFFICER	ELEVENTH DISTRICT	4/07/88	269.50
OMALLEY	POLICE OFFICER	CENTRAL DETENTION SECTION	1/05/88	804.10
OMALLEY-NOLAN	POLICE OFFICER	SEVENTH DISTRICT	1/03/88	50.00
OSTROWSKI	POLICE OFFICER	NINTH DISTRICT	4/08/88	361.00
OTTEN	POLICE OFFICER	TENTH DISTRICT	4/14/88	368.15
PADILLA	POLICE OFFICER	TENTH DISTRICT	2/13/88	55.00
PAGERS	POLICE OFFICER	TWENTY-THIRD DISTRICT	9/26/87	445.00
PARKS JR	POLICE OFFICER	FOURTH DISTRICT	3/10/88	207.00
PARTIDA	POLICE OFFICER	TENTH DISTRICT	7/10/87	153.00
PAVON	POLICE OFFICER	FIFTH DISTRICT	4/21/88	315.99
PECK	POLICE OFFICER	NINTH DISTRICT	2/23/88	410.00
PENTIMONE	POLICE OFFICER	FOURTEENTH DISTRICT	4/17/88	159.00
PEPLES	POLICE OFFICER	SIXTH DISTRICT	2/09/88	448.00
PLAZA	POLICE OFFICER	SEVENTEENTH DISTRICT	4/03/88	299.00
FOINDEXTER	POLICE OFFICER	SECOND DISTRICT	4/05/88	1008.15
FONTIUS	POLICE OFFICER	OHARE SECURITY	4/27/88	31.25
FRONTALIPAC	POLICE OFFICER	TENTH DISTRICT	4/27/88	254.00
FULLING	POLICE OFFICER	RECRUIT TRAINING	4/24/88	206.10
QUAID	POLICE OFFICER	FOURTEENTH DISTRICT	2/02/88	45.00
RAMOS	POLICE OFFICER	TENTH DISTRICT	4/16/88	162.00
REYES	POLICE OFFICER	YOUTH DIVISION AREA FOUR	3/23/88	230.00
REYES	POLICE OFFICER	TENTH DISTRICT	4/06/82	120.00
RINE	POLICE OFFICER	TWELFTH DISTRICT	2/29/88	545.00
RIDORDAN	POLICE OFFICER	EIGHTEENTH DISTRICT	1/03/87	44.10
ROBINSON	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/25/88	332.00
ROBINSON	POLICE OFFICER	THIRD DISTRICT	1/15/88	435.00
RODRIGUEZ	POLICE OFFICER	FOURTEENTH DISTRICT	4/17/88	363.00
ROMAN	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/19/86	30.00
ROWLAND	POLICE OFFICER	NINETEENTH DISTRICT	4/17/88	120.90
RUBIN	POLICE OFFICER	ELEVENTH DISTRICT	2/19/88	65.00
RUNKKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/15/88	1000.20

9/14/88

REPORTS OF COMMITTEES

17261

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
RUNYAN JACK	POLICE OFFICER	EIGHTEENTH DISTRICT	4/18/85	3831.86
RUDOLPH PAUL E	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/88	91.00
SANDERS ERIC	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/11/88	186.00
SANFORD MARK R	POLICE OFFICER	DETECTIVE DIV AREA 5 VIOLENT C	6/27/87	120.00
SARAFIN EDWARD	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/88	581.00
SARGUS JOSEPH B	POLICE OFFICER	SIXTEENTH DISTRICT	2/21/88	715.00
SARTORI MICHAEL	POLICE OFFICER	SIXTH DISTRICT	4/12/88	89.00
SCHAUJ RALPH G	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/12/88	45.00
SCHUBER JOSEPH W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/16/88	110.00
SEUFFER FETER N	POLICE OFFICER	EIGHTH DISTRICT	4/20/88	89.00
SEYTON HANSEL R	POLICE OFFICER	FOURTH DISTRICT	2/25/88	73.00
SHEEHAN BRIAN R	POLICE OFFICER	TWENTIETH DISTRICT	2/22/88	399.35
SHORTER ROYCE	POLICE OFFICER	FIFTH DISTRICT	2/29/88	125.00
SIMONS TRACY L	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/05/88	125.00
SIPICH WAYNE C	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/19/88	446.00
SLEDGE AUGUSTUB	POLICE OFFICER	TENTH DISTRICT	4/12/88	4268.90
SOTO LOUIS	POLICE OFFICER	TENTH DISTRICT	4/08/88	190.00
STANFIELD DARRELL L	POLICE OFFICER	ELEVENTH DISTRICT	3/29/88	217.00
STANKOWICZ RONALD M	POLICE OFFICER	NINETEENTH DISTRICT	4/02/88	786.00
STATON HAROLD T	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/15/88	40.00
STEVENS WILLIAM	POLICE OFFICER	SEVENTEENTH DISTRICT	4/08/88	109.00
STORY STEVE R	POLICE OFFICER	SEVENTEENTH DISTRICT	4/26/88	142.25
SULLIVAN DANIEL J	POLICE OFFICER	RECRUIT TRAINING	4/22/88	140.30
SUSNIS ALBERT B	POLICE OFFICER	FIFTH DISTRICT	4/20/88	119.05
SWAINE DANIEL	POLICE OFFICER	ELEVENTH DISTRICT	4/03/88	238.00
SWISTOWICZ MICHAEL D	POLICE OFFICER	FOURTH DISTRICT	2/28/88	193.00
TAMBERLIN WALTER	POLICE OFFICER	TENTH DISTRICT	1/11/88	270.00
TAYLOR KEVIN G	POLICE OFFICER	SIXTH DISTRICT	4/15/88	61.75
TERRY ROGER D	POLICE OFFICER	NINETEENTH DISTRICT	9/10/87	236.50
TOULIS THOMAS J	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/08/88	249.10
TOUSSAS CHARLES J	POLICE OFFICER	TWELFTH DISTRICT	12/02/87	130.00
TRAFICANTI THOMAS	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	4/16/88	191.50
TRAHANAS JOHN E	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/15/88	117.30
TRANCHITA ANDREW	POLICE OFFICER	FIFTEENTH DISTRICT	1/22/88	240.00
TUNNO JOSEPH F	POLICE OFFICER	FOURTEENTH DISTRICT	1/16/88	20.00
TUTTLE JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/14/88	319.75
UGINCHUS KEITH	POLICE OFFICER	EIGHTEENTH DISTRICT	2/26/88	105.00
URBANIAK ANTHONY	POLICE OFFICER	RECRUIT TRAINING	4/08/88	876.00
VASTINE GREGORY	POLICE OFFICER	TWELFTH DISTRICT	4/03/88	50.00
VELEZ LEO	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/20/88	483.80
VELGARA JULIE	POLICE OFFICER	FOURTEENTH DISTRICT	4/12/88	105.00
WALCZAK THEODORE J	POLICE OFFICER	TENTH DISTRICT	4/06/88	233.50
WALLER THOMASINA H	POLICE OFFICER	EIGHTH DISTRICT	4/04/88	481.50
WARD JOHN	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/25/88	378.00
WARE AUSTIN	POLICE OFFICER	FOURTH DISTRICT	2/16/88	75.00
WASHINGTON EARL B	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	4/29/88	435.50
WATKINS ANDRE' L	POLICE OFFICER	NINTH DISTRICT	2/07/88	90.00
WEAVER SEBASTIAN Q	POLICE OFFICER	SECOND DISTRICT	4/06/88	190.50
		NINTH DISTRICT	4/22/88	356.00

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WEBER	POLICE OFFICER	EIGHTH DISTRICT	4/01/88	71.00
WHITE	POLICE OFFICER	SEVENTH DISTRICT	4/29/88	139.00
WHITE	POLICE OFFICER	EIGHTH DISTRICT	4/29/88	746.50
WHITTHORE	POLICE OFFICER	TWELFTH DISTRICT	2/29/88	75.00
WIKOREK	POLICE OFFICER	FOURTEENTH DISTRICT	4/17/88	202.00
WIKOREK	POLICE OFFICER	FOURTEENTH DISTRICT	4/09/88	134.00
WILLIAMS	POLICE OFFICER	NINETEENTH DISTRICT	4/07/88	184.90
WILLIAMS JR	POLICE OFFICER	SECOND DISTRICT	3/18/88	81.50
WILLINGHAM	POLICE OFFICER	RECRUIT TRAINING	3/29/88	217.50
WILLIS SR	POLICE OFFICER	THIRD DISTRICT	4/30/88	178.90
WOODARDS	POLICE OFFICER	SEVENTH DISTRICT	11/03/87	15.00
WORTH	POLICE OFFICER	TWELFTH DISTRICT	7/11/87	48.00
WOZNICKI	POLICE OFFICER	TWENTY-THIRD DISTRICT	3/10/88	228.00
ZIEGLER	POLICE OFFICER	NINETEENTH DISTRICT	4/07/88	250.00
ZITO	POLICE OFFICER	NINETEENTH DISTRICT	4/20/86	294.41
ALLEN	FIREFIGHTER	UNKNOWN	4/29/87	309.00
BARTOEN	CAPTAIN	UNKNOWN	5/08/88	438.00
BELL	FIREFIGHTER	TRUCK 31	5/08/75	633.25
BIRD	FIREFIGHTER	TRUCK 21	7/17/87	60.00
BLANCO	CAPTAIN	DISTRICT RELIEF 6	7/21/87	208.50
BOATNER	FIREFIGHTER	ENGINE COMPANY 73	4/14/87	733.00
BOYD	FIREFIGHTER	ENGINE COMPANY 38	8/10/87	13826.46
CLIFF	LIEUTENANT	TRUCK 31	9/25/83	26.00
COSTANTINI	PARAMEDIC	TRUCK 52	12/01/87	3072.88
CURRAN	LIEUTENANT	DISTRICT RELIEF 5	12/20/87	29278.88
DIETZ	FIREFIGHTER	ENGINE COMPANY 124	3/19/86	50.00
DOONEY	FIREFIGHTER	ENGINE COMPANY 34	8/21/87	125.00
ELLIS	PARAMEDIC	AMBULANCE 18	4/05/88	16.50
ELMORE	PARAMEDIC	DISTRICT RELIEF 4	7/05/86	2000.00
FABRIZIO-MCCURRIE	PARAMEDIC	AMBULANCE 15	11/04/86	74.75
FALARDEAU	ENGINEER	ENGINE COMPANY 4	4/13/87	283.00
FARYAN	CAPTAIN	BATTALION 22	4/21/88	2446.00
FENTON	FIREFIGHTER	ENGINE COMPANY 100	9/13/87	291.50
FLYNN	FIREFIGHTER	TRUCK 49	1/30/88	75.00
GRUBER	FIREFIGHTER	ENGINE COMPANY 55	12/31/87	307.00
HARRINGTON	FIREFIGHTER	ENGINE COMPANY 98	9/08/87	25.00
HAUSER	FIREFIGHTER	TRUCK 31	5/04/84	2008.94
KIEL	FIREFIGHTER	ENGINE COMPANY 30	3/05/87	35.00
LESTINSKY	FIREFIGHTER	ENGINE COMPANY 74	10/22/86	14.50
MARCELLINO	FIREFIGHTER	TRUCK 57	8/07/86	60.25
MCKINNIS	PARAMEDIC	UNKNOWN	12/14/87	65.00
MCMANARA	LIEUTENANT	SQUAD 3	2/19/88	31.00
MUHAMMAD	PARAMEDIC	EMS DISTRICT 6 HEADQUARTERS & R	12/06/86	8902.00
RHEINWALD	FIREFIGHTER	ENGINE COMPANY 77	3/16/88	45.00
ROSS	ENGINEER	BATTALION 12	8/19/87	370.00
SORNEFELDT	FIREFIGHTER	BATTALION 11	6/04/86	16.00
SULLIVAN	PARAMEDIC	AMBULANCE 44	7/17/87	660.50
TOMASELLO	PARAMEDIC	AMBULANCE 3	3/06/87	102.00

(Continued from page 17256)

the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937.

[Third party orders printed on pages 17264
and 17265 of this Journal.]

*Placed On File -- APPLICATIONS FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMITS.*

The Committee on Finance submitted a report recommending that the City Council place on file two applications for City of Chicago charitable solicitation (tag day) permits to the following organizations:

Children's Benefit League
April 24, 1989--citywide; and

Youth At Risk
October 8, 1988--citywide.

(Continued on page 17266)

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ADAMS	POLICE OFFICER	SEVENTEENTH DISTRICT	9/04/87	130.00
ALLISON	POLICE OFFICER	NINTH DISTRICT	2/18/88	18.00
BEYER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/88	1264.38
BEYER	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/04/88	304.79
BOLGER	POLICE OFFICER	SEVENTEENTH DISTRICT	5/01/87	225.00
BRINKMAN	POLICE OFFICER	FIFTEENTH DISTRICT	10/23/87	1159.00
BUSH	POLICE OFFICER	THIRD DISTRICT	2/12/88	346.00
BYRNE	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/88	437.00
CAGNEY	POLICE OFFICER	EIGHTEENTH DISTRICT	4/08/88	168.00
CAROTHERS	POLICE OFFICER	THIRTEENTH DISTRICT	12/26/87	223.00
CASPER	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.B.	4/13/88	195.00
CAUTHENS	POLICE OFFICER	FOURTH DISTRICT	4/25/88	391.00
CHASE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/01/88	755.00
CONNELLY	POLICE OFFICER	EIGHTEENTH DISTRICT	4/02/88	445.25
CONNORS	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	4/25/88	1004.10
COYNE	POLICE OFFICER	TENTH DISTRICT	5/29/81	158.55
CUTRANO	POLICE OFFICER	ENFORCEMENT SECTION	4/04/88	1534.55
DAVIS	POLICE OFFICER	SIXTH DISTRICT	4/20/88	228.90
IRAMMIS	POLICE OFFICER	OPERATIONAL SERVICES-ADMINISTR	1/16/88	55.00
DWYER	POLICE OFFICER	DETECTIVE DIV AREA 2 VIOLENT C	2/07/88	1704.00
FERRELL	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/19/88	73.00
GARRITY	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/08/88	1177.89
GONZALEZ	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/02/88	266.00
GORTON	POLICE OFFICER	EIGHTH DISTRICT	4/09/88	300.00
HARRIS	POLICE OFFICER	SIXTH DISTRICT	1/20/88	355.00
HAYNES	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/04/88	385.25
HETHCOAT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	10/13/86	86.08
HILL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/08/88	721.09
JACKSON	POLICE OFFICER	NINETEENTH DISTRICT	1/27/88	24.25
JONES	POLICE OFFICER	SEVENTEENTH DISTRICT	2/05/88	225.00
KARNICK	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVI81	4/26/88	136.00
KAUFMANN	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/22/88	100.00
KROFEL	POLICE OFFICER	TWENTIETH DISTRICT	4/27/88	349.00
LALLY	POLICE OFFICER	EIGHTH DISTRICT	4/14/88	1259.00
LAHEKA	POLICE OFFICER	EIGHTEENTH DISTRICT	4/08/88	374.00
LANE	POLICE OFFICER	DETECTIVE DIV AREA 3 VIOLENT C	1/21/88	1082.00
LEIFERT	POLICE OFFICER	OHARE LAW ENFORCEMENT	2/10/88	54.00
LEDS	POLICE OFFICER	DETAIL UNIT	12/07/86	85.00
LYNCH	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/88	886.50
MCCAFFEY	POLICE OFFICER	SEVENTEENTH DISTRICT	10/19/86	172.75
MCCOY	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/86	190.00
MCCURRY	POLICE OFFICER	FIFTEENTH DISTRICT	4/13/88	93.00
MIDELSKI	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/13/87	25.00
MORGAN	POLICE OFFICER	FOURTEENTH DISTRICT	11/30/81	185.00
MURPHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	4/01/88	419.00
MURPHY	POLICE OFFICER	INTERSECTION CONTROL UNIT	10/29/85	105.00
NELSON	POLICE OFFICER	ELEVENTH DISTRICT	1/04/88	140.00
NIELSON	POLICE OFFICER	DETECTIVE DIV AREA 3 PROPERTY	4/24/88	815.00
NIERMAN	POLICE OFFICER	TWENTIETH DISTRICT	4/27/88	316.00

9/14/88

REPORTS OF COMMITTEES

17265

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 9/14/88

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
NYKIEL	POLICE OFFICER	ELEVENTH DISTRICT	3/09/88	175.50
OVERTON	POLICE OFFICER	NINETEENTH DISTRICT	11/25/84	128.00
FARKS	POLICE OFFICER	EIGHTH DISTRICT	2/25/88	180.00
PRINCIPATO	POLICE OFFICER	NINTH DISTRICT	2/11/87	135.00
PRZYNSKI	POLICE OFFICER	DETAIL UNIT	4/28/88	343.00
RESCHKE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/22/86	75.23
RIESS	POLICE OFFICER	EIGHTEENTH DISTRICT	2/17/88	100.00
ROBERTS-DILLON	POLICE OFFICER	SIXTEENTH DISTRICT	12/23/87	1548.50
RODGERS	POLICE OFFICER	SIXTH DISTRICT	2/02/88	285.00
ROSS	POLICE OFFICER	TWENTY-FIFTH DISTRICT	9/30/87	247.50
SCAFIDI	POLICE OFFICER	SEVENTEENTH DISTRICT	8/10/87	2295.00
SCATCHELL	POLICE OFFICER	NINETEENTH DISTRICT	4/20/88	354.00
SCHAEDEL	POLICE OFFICER	TWENTY-FOURTH DISTRICT	4/17/88	179.90
SCHWIEGER	POLICE OFFICER	FIFTEENTH DISTRICT	8/26/87	30.00
SERPE	POLICE OFFICER	EIGHTEENTH DISTRICT	3/16/87	64.00
SIECZKOWSKI	POLICE OFFICER	ELEVENTH DISTRICT	4/24/88	37.00
SINENI	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	2.99
SLURSKI	POLICE OFFICER	TWENTIETH DISTRICT	4/22/88	183.35
STEPAN	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION 8	4/21/88	847.00
THIELMANN	POLICE OFFICER	TWENTY-SECOND DISTRICT	7/13/87	70.00
THOMAS	POLICE OFFICER	SIXTH DISTRICT	4/20/88	218.50
TRIBE	POLICE OFFICER	FIRST DISTRICT	1/12/87	28.00
WARE	POLICE OFFICER	DETACHED SERVICES-MISCELLANEOU	4/20/87	2926.00
WASHINGTON	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	4/26/88	330.30
WIKTOREK	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/29/88	30.00
WILLIAMSON	POLICE OFFICER	NINTH DISTRICT	1/04/88	1220.00
WOODS	POLICE OFFICER	YOUTH DIVISION AREA THREE	8/22/87	670.23

(Continued from page 17263)

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

COMMITTEE ON AVIATION.

EXECUTION OF POPCORN CART CONCESSION LICENSE AGREEMENT WITH JONETTE PRODUCTS ENTERPRISES, INCORPORATED AT CHICAGO MIDWAY AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing the execution of a Popcorn Concession License Agreement between the City of Chicago and Jonette Products Enterprises, Inc. for Chicago Midway Airport begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

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 Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting Commissioner of Aviation, Purchasing Agent and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute on behalf of the City of Chicago, a Popcorn Cart Concession License Agreement for certain premises at Chicago Midway Airport, said Agreement to be substantially in the form as attached to this ordinance.

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

Popcorn Cart Concession License Agreement attached to this ordinance reads as follows:

Popcorn Cart Concession License Agreement.

This Agreement made this 6th day of September, 1988, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution of the State of Illinois by and through its Department of Aviation (hereinafter referred to as "Licensor") and Jonette Products Ent. an _____ corporation (hereinafter referred to as "Licensee").

Witnesseth:

Whereas, Licensor owns and operates the airport, containing certain terminal buildings and certain terminal concourses in which retail sales areas are located, known as Chicago Midway Airport (hereinafter referred to as "Airport"), situated in the City of Chicago, County of Cook, State of Illinois; and

Whereas, Licensee desires to obtain from Licensor a license to operate a concession with certain privileges and rights in certain Airport terminal buildings; and

Whereas, Licensee represents that it is ready, willing and able to conduct the operation of a concession at the Airport; and

Whereas, the Licenser has determined after careful examination and review of various proposals that Licensee is best qualified to operate a concession at the Airport and Licenser deems it in the public interest and beneficial to itself and to its operation of the Airport to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

Now, Therefore, for and in consideration of the Premises and the mutual promises contained herein, the parties agree as follows:

Part I -- Special Provisions.

Section 1.

Premises.

A. Premises. Licenser, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts, the following space (sometimes referred to herein as "Concession Operations Space") located on the Airport property to be used for the purpose of operating a popcorn cart concession and for no other purpose:

Space No. _____ consisting of 30 square feet, in Terminal Building A (Exhibit "A");

and the following space (sometimes referred to herein as "concession storage space") to be used as storage areas for said concession and for no other purpose:

Space No. _____ consisting of fifty (50) square feet in Terminal Building ____ (Exhibit "C"); and

all space as indicated on Exhibits "A" and "C" attached hereto and made a part hereof (the Concession Operations Space and the Concession Storage Space collectively referred to herein as "the Premises"). The concession storage space as indicated above will serve as temporary storage only. Permanent storage space will be assigned at a future date and will be addressed by appropriate amendment hereto.

B. Purpose/Operating Rights. Licensor grants to Licensee a nonexclusive privilege, in common with others that Licensor may from time to time authorize, to operate a concession at the Airport, and for no other purpose whatsoever.

C. Additional Operations. The Commissioner of Aviation of the City of Chicago ("Commissioner") reserves the right to require and may, but shall not be obligated to, require Licensee to operate such additional locations at the Airport that may become available and that the Commissioner may designate during the term of this Agreement on the same terms and conditions set forth herein except the Minimum Guarantee License Fees (as hereinafter defined) set forth in Section 3 shall be increased proportionately based on the additional space; provided there is sufficient time to amortize Licensee's investment in capital improvements for such additional locations.

D. Relocation. Licensor by and through the Commissioner reserves the right to require Licensee, during the term of this Agreement the relocation of installed improvements within the Terminal Buildings or the exchange of the Premises for other areas of equivalent size and exposure to the travelling public where and when in the opinion of the Commissioner such is necessary for the proper functioning of the Airport.

Section 2.

Term.

The term of this Agreement shall commence on the earlier of:

- (a) The sixtieth (60th) day after approval of this Agreement by the City Council of the City of Chicago ("Commencement Date"); or
- (b) The date of beneficial occupancy ("Operation Date"), which shall be the first date that the concession is open to the public,

and shall continue thereafter for a period of three (3) years, unless sooner terminated or cancelled as hereinafter provided.

The parties agree that in the event that Licensee is not open to the public for business on the date of commencement of this Agreement, as determined above, it will be impractical and extremely difficult to fix the actual damages to the Licensor, therefore, the parties agree that, in such event, the sum of Two Hundred Fifty Dollars (\$250.00) per day plus Minimum Guaranteed License Fee prorated over the number of days which Licensee fails to open to the public for business shall be paid by Licensee to Licensor as liquidated damages, such sum representing a reasonable approximation of the damages apt to be suffered by the Licensor.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

In the event that air transportation operations are totally discontinued at the Airport, then this Agreement shall terminate, except with respect to the payment of outstanding fees and charges and the performance of other conditions, obligations and liabilities arising prior to said termination.

Section 3.

License Fee.

A. Fixed, Percentage, Minimum and Additional Fees to be Paid. Subject to the provisions and covenants contained in Section 11, during the term of this Agreement, Licensee agrees to pay Licensor the following fees:

(1) Annual Fixed License Fee. A license fee of Fifteen Dollars (\$15.00) per square foot per annum ("Fixed License Fee") for the Premises upon Section 1 (A), and at the same rate for any additional space granted under this Agreement.

(2) Minimum Guarantee License Fee/Percentage License Fee. The greater amount of:

- (a) An annual minimum percentage license fee (the "Minimum Guarantee License Fee") of Fourteen Thousand Dollars (\$14,000.00) per annum for the period beginning on the Operations Date and ending 365 days thereafter. During the remainder of the term of this Agreement, the minimum annual percentage fee shall be an amount equal to 80% of the actual amount paid in the previous year as Percentage License Fees, but in no case is the Minimum Guarantee License Fee (as hereinafter defined) for a subsequent year to be less than Fourteen Thousand Dollars (\$14,000.00), the direct proportion of that amount that the elapsed time bears to a full year in the case that the final portion of this Agreement or any extension of this Agreement, is not a full year.
- (b) Percentage License Fee. A percentage license fee of seventeen percent (17%) of the gross receipts per annum derived by Licensee from operations at the Airport ("Percentage License Fee").

B. Schedule of Payments. Licensee shall pay each month in advance to the City Comptroller of the City of Chicago ("City Comptroller") the sum equal to one-twelfth (1/12)

of the appropriate Minimum Guarantee License Fee. The initial monthly payment of said Minimum Guarantee License Fee shall commence on the Operation Date.

Licensee, within twenty (20) days of the end of each calendar month, shall pay to the City Comptroller a sum equal to the amount of the hereinabove described Percentage License Fee for said calendar month which exceeds the amount prepaid as Minimum Guarantee License Fee for that month.

Licensee, within twenty (20) days of the end of each calendar month, shall furnish a separate monthly report certified by an officer of Licensee, of gross receipts at each location at the Airport, to the City Comptroller and the Commissioner. The form of said monthly report will be provided by Licensor to Licensee in advance of the Operation Date.

Additional payments required by adjustments, if any, for fees payable in excess of amount paid as required above shall be made concurrent with the submission of the annual "Statement of Sales and Fees" required by paragraph D of this Section 3. The Minimum Guarantee License Fee is intended to be and is an annual fee and not a monthly license fee.

C. Pro Rata Payment. Except as otherwise specifically provided herein, if the commencement or termination of this Agreement falls upon any date other than the first or last day of any calendar month, the applicable fees and charges for said month shall be paid by Licensee to Licensor pro rata in the same proportion that the number of days the Agreement is in effect for that month bears to the total number of days in that month.

D. Interest for Late Payment. Without waiving any other right of action available to Licensor in the event of delinquency by Licensee for a period of ten (10) days or more in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of eighteen percent (18%) per annum from the date such item was due and payable until paid. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee until such dispute is settled and no interest shall be paid if Licensee prevails in such dispute.

E. Records of Licensee. Licensee shall, with respect to business done by it in said concession operation, keep true and accurate accounts, records, books and data, which shall, among other things, show all sales made and services performed for cash, or credit, or otherwise (without regard to whether paid or not) and, also, the gross receipts of said business, and the aggregate amount of all sales and services and orders, and of all Licensee's business done upon and within said concession area. All records, methods of accounting and cash registers used by Licensee shall be approved by the City Comptroller. The term "gross receipts" as used herein, shall be construed to mean, for all the purposes hereof, the aggregate amount of all sales made and services performed for cash, credit, or otherwise, of every kind, name and nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise and services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater. Licensee agrees to maintain an adequate and reasonable system of internal control to insure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed retailers. The internal control procedure must be described by

Licensee in writing and submitted to the City Comptroller prior to the effective date of this Agreement. Any changes to the internal controls must be reported to the City Comptroller and the Commissioner in writing thirty (30) days prior to the effective date of change. The City Comptroller has the authority to require additional internal controls or procedures as he deems appropriate.

The term "gross receipts" shall exclude: (1) federal, state, municipal or other governmental excise taxes (except federal manufacturer's excise taxes), use, sales privilege or retailer's occupation taxes now or hereafter imposed and collected by Licensee or its sublicensee directly from patrons or customers, or as a part of the price of any goods, wares, merchandise, services or displays and paid over in turn by the party so collecting to any governmental agency; but this provision shall not excuse Licensee or its sublicensee from paying to governmental agencies all taxes for which it may be liable to them; (2) sales made to employees at a discount to the extent of the discount; (3) refunds for merchandise returned by customers because of their dissatisfaction therewith.

F. Books, Records and Audits. Licensee shall maintain at its office in Chicago or make available in Chicago if requested: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Airport under this Agreement. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner and the City Comptroller or their duly authorized representatives, at reasonable times during business hours, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively Licensee may at its option, provide transportation expenses for a representative of Licensor to examine Licensee's books and records at a location other than in the City of Chicago.

Within one hundred twenty (120) days of the signing of this Agreement, Licensee shall furnish Licensor with a written statement indicating Licensee's election to report either on a calendar year or on a fiscal year basis; such letter shall explain Licensee's fiscal year if elected. Within one hundred twenty (120) days after the close of each calendar or fiscal year, as previously elected, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Sales and Fees" representing sales and fees by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar or fiscal year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of sales and rents reported to the City of Chicago by _____ an _____ corporation, for the year ended _____ relating to the _____ concession operations at Chicago Midway Airport pursuant to an Agreement between the City of Chicago and _____ dated _____. Our examination was made in accordance with generally accepted auditing standards and,

accordingly, included such tests of the accounting records and such other auditing procedures as we consider necessary in the circumstances.

In our opinion, the accompanying statement of sales and fees showing gross sales of _____ and total fees of _____ presents accurately and fairly the amount of gross sales and fees, as defined in the Agreement, for the year ended _____".

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensors may, from time to time, require.

Section 4.

General Description Of The Concession.

A. Merchandise. Licensee shall have the right to operate a _____ concession at the Airport and in connection therewith shall have the right to and shall sell items subject to the limitations set forth below. Licensee shall engage in no other business activity on the Airport or Premises and shall not sell items other than those enumerated below on the basis indicated without written authorization of the Commissioner.

Licensee shall be permitted to sell and shall sell on a non-exclusive basis those items set forth in Exhibit _____ attached hereto.

Except with the prior written approval of the Commissioner, Licensee shall not install or operate any coin-activated vending machines or devices of any nature, kind or type. Licensee also shall not place or install any racks, stands or display of merchandise or trade fixtures directly on the boundaries or outside the boundaries of the Licensed Premises without the prior consent of the Commissioner.

B. Conflicts between Concessions. In the event of a conflict between Licensee's concession and any other licensee at the Airport as to the items and merchandise to be sold by the respective Licensee and concessionaires, Licensee agrees that the Commissioner shall make the final decision as to which items of merchandise may be sold by this Licensee and agrees to be bound by such decision of the Commissioner.

C. Operation of Premises. Licensee understands and agrees as a material condition of this Agreement that it shall use its best efforts to display and sell merchandise representative of Chicago and the Chicagoland area. The intent of this clause is not to encourage the retailing of only souvenir items, but many other items representative of the geographical area surrounding the Airport. Licensee understands that it is the Licensors' intent that concession operations at the Airport should reflect this geographical diversity in both their displays and offerings.

Not less than eighty-five percent (85%) of the Premises shall be used at all times through the term of this Agreement as public area for the display and sale of retail merchandise. Licensors agree that the intent of this provision is to insure a minimum amount of retail sales area and not to preclude Licensee from utilizing all of the Premises as retail sales area.

Licensee understands and agrees that its operation under this Agreement is a service to airline passengers and the users of the Airport, and that Licensee shall conduct its operation in a first-class, businesslike, efficient, courteous, and accommodating manner. The Commissioner shall have the right to make reasonable objections to the quality of articles sold, the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any such objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that its operation at the Airport necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises and carry in stock on the Premises sufficient merchandise to stock the same fully. All merchandise must be top quality, new and fresh. Licensee shall maintain an adequate sales force on the Premises and use the utmost skill and diligence in the conduct of Licensee's business in the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

Licensee covenants to take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it and that Licensee will not divert or cause or allow to be diverted any business from the Airport.

Section 5.

Investment By Licensor And Licensee.

A. Renovation. Licensee agrees, as a necessary condition of this Agreement, to completely construct, furnish and equip the concession operations areas designated on Exhibits _____. The remodeling or construction of concession operations areas is to begin within thirty (30) days after the Commencement Date and shall be completed sixty (60) days after the Commencement Date. Failure to complete construction within said sixty (60) day period may, in the discretion of the Commissioner, result in termination of this Agreement.

All such improvements, decor and equipment as are applicable to the areas designated on Exhibits _____ as are specified hereinafter as the responsibility of Licensee shall be furnished, supplied, installed and/or constructed by Licensee at its sole cost and expense and Licensee agrees and guarantees to make capital investments for said purposes, exclusive of any capital improvements made by Licensor, in the minimum amount of One Hundred Sixty Dollars (\$160.00) per square foot.

Upon completion of construction, Licensee shall provide Licensor a statement certified by its architect, setting forth the total construction costs, the appropriate detail showing the costs of elements of decoration, furnishings, fixtures and equipment. Licensee shall make available to Licensor at Licensor's request, receipted invoices for labor and materials covering all construction and trade fixtures, including furniture, fixtures and equipment. The minimum investment may not include financial costs, interest, inventory, pre-opening expenses or intra-company charges related to construction (except architectural and engineering charges which shall not exceed 15% of total construction costs). If the said investment cost is in excess of ten percent (10%) less than the minimum required, the difference will be paid to Licensor within sixty (60) days after completion of construction. If the Licensor disputes the amount of investment claimed by Licensee, the Licensor may, at its expense, hire an independent appraiser to determine the cost of the investment. If the independent appraiser determines that the investment is less than the minimum required, the difference, as well as Licensor's cost of hiring such independent appraiser, will be paid to Licensor by Licensee within sixty (60) days of the appraiser's determination.

B. Installations by Licensor and by Licensee. In the concession operations space designated on Exhibits _____ attached hereto, Licensor will provide the following improvements:

(1) Demising Partitions:

Painted 3/4 inch plaster on concrete block with vinyl base.

(2) Ceilings:

Combination suspended linear aluminum, perforated, with mylar faced fiberglass acoustical batts; 5/8 inch gypsum board; and painted extruded aluminum reveals in a coffered configuration. Fascia facing exterior wall shall be painted radiant metal panel. Hinged access panels shall be provided for access to mechanical equipment.

(3) Flooring:

Carpet in project standard pattern No. 2.

(4) Heating, Ventilation, and Air Conditioning:

Ventilation shall be provided by a supply air plenum ceiling via perforated filler strips between linear aluminum planks. Radiant metal panel fascia included as portion of ceiling.

(5) Fire Protection:

Concealed sprinkler heads and sidewall type sprinkler heads shall be provided as required.

(6) Lighting:

Special lighting fixtures with custom metal housing and diffusers. Lamps to be initially furnished and installed by Licensor. Subsequent relamping shall be performed by Licensor at Licensee's expense.

(7) Electrical Outlets:

One 120 volt-shared circuit duplex electrical outlet per 150 square feet of leased area. Wall-mounted with brushed chrome coverplate.

Tenant electrical consumption is to be separately metered and shall not exceed limits established by this Agreement.

(8) Telephone:

One outlet and associated wiring per 200 square feet of leased area. Wall-mounted with brushed chrome coverplate.

In these same spaces Licensee will provide:

All equipment, furniture, finishings and fixtures necessary in the proper conduct of Licensee's business.

C. Improvements, Equipment and Decor Installation by Licensees at the Airport:

(1) Licensee agrees that all improvements, equipment and decor installed shall be designed to make the concession areas more attractive and provide better service to the public. All such items shall employ optimum essentials of aesthetics, convenience, function and design and shall be compatible in such respects with those of the Airport and shall be not less than or equal to other quality stores at other Airports. All work shall be done in a good and workmanlike manner with materials of the highest quality.

(2) Complete plans and specifications, including the choice and types of all materials to be used in the work, and changes thereto, for all such structures and improvements shall be subject to the advance approval in writing of the Commissioner, and shall meet all local building codes and ordinances.

- (3) During the period of construction, all construction work, workmanship, materials and installation involved or incidental to the construction of the Concession shall be subject at all times to inspection by Licensor. Licensee shall give or cause to be given to the Commissioner and Commissioner of Public Works advance notice before starting any new work, and shall provide and cause the contractors and subcontractors to provide reasonable and necessary facilities for inspection. Licensee shall cause all construction work, workmanship, materials and installation to be in full compliance with plans and specifications and shall maintain all necessary and adequate insurance coverages as may be reasonably determined by Licensor.
- (4) Licensee shall at all times throughout the term hereof maintain the improvements and all other portions of the Premises in good and serviceable condition and repair except structural maintenance, which shall be the responsibility of Licensor pursuant to Section 9 of this Agreement.
- (5) Licensee shall keep the Premises and the improvements and facilities constructed thereon free and clear of any and all mechanics' and materialmen's liens. Licensee may in good faith contest the validity of any lien, provided that it supplies Licensor with such bond or other security Licensor deems acceptable.
- (6) In the event that all or part of the Premises are reasonably required for Airport purposes that are neither capricious nor arbitrary prior to the expiration of this Agreement, the Commissioner may upon sixty (60) days advance written notice to Licensee, direct Licensee to vacate the same provided that Licensor, within sixty (60) days after Licensee's removal therefrom, will pay to Licensee the unamortized portion of the cost of any permanent structures and improvements constructed and installed upon the Premises required to be vacated; such amortization to be computed on a straight-line basis over the period from the completion of said improvements to the expiration date hereof. Licensor will use its best efforts to provide comparable substitute space. In this event, Licensor shall adjust proportionately the Fixed License Fee and the Minimum Guarantee License Fee specified in Section 3 (A) in amounts proportional to reflect the increased or decreased square footage. Licensee shall have the right to accept or reject any substitute areas proposed by Licensor.

D. Concession Area Layout and Decoration. Licensee shall be entitled to lay out the space as it desires, subject to written approval of the Commissioner in advance of any installation, which approval shall not be unreasonably withheld.

E. Alterations, Additions or Replacements. Following the installation as hereinabove set forth, Licensee shall construct no improvements or make no alterations, additions or replacements without obtaining the Commissioner's written approval in advance thereof. Licensee shall deliver to the Commissioner detailed plans and specifications for all the work. Not in limitation of the foregoing, Licensee shall obtain prior approval from the Commissioner and the Commissioner of Public Works before installing, at its own expense,

any equipment which requires new electrical or plumbing connections or changes in those installed on the Premises as of the effective date of this Agreement.

Section 6.

Concessionaire's Bond.

At the time of the execution hereof, Licensee shall, at its own expense, execute and deliver to the Comptroller a Concessionaire's Bond satisfactory to the City Comptroller with an approved corporate surety or irrevocable letter of credit, if applicable, to Licensor, in the sum of Seven Thousand Dollars (\$7,000.00) which bond or irrevocable letter of credit shall guarantee faithful performance of each and every provision of this Agreement.

Section 7.

Notices.

Notices of Licensor provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to Commissioner, Department of Aviation, 20 North Clark Street, Chicago, Illinois 60602, and notice to Licensee if sent by certified mail, postage paid, addressed to Licensee at _____ or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails.

Part II -- General Provisions.

Section 8.

Services To Be Performed By Licensee.

A. Hours of Operation. The concession at the Airport shall remain open to serve the public at least sixteen (16) hours a day from 7:00 A.M. to 11:00 P.M., seven (7) days per week, provided, however, that if the Commissioner deems it necessary, Licensee agrees to remain open for longer periods as directed in writing by said Commissioner.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees while on duty shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or federal laws or who does not perform in accordance with the requirements of this paragraph.

C. Laws, Ordinances, etc. Licensee shall observe and obey all the laws, ordinances, regulations, and rules of the federal, state, county and municipal governments which may be applicable to its operations at the Airport.

D. Trash, Garbage, etc. Licensee at its own cost and expense shall provide a complete and proper arrangement for the adequate sanitary handling and disposal of all trash, garbage and other refuse caused as a result of the operation of its business. Licensee shall provide and use suitable covered metal receptacles for all garbage, trash and other refuse on or in connection with the Premises. Piling of boxes, cartons, barrels, or other similar items, in an unsightly or unsafe manner, on or about the Premises, is forbidden. Such trash, garbage, and other refuse shall be disposed of between the hours of 12:00 Midnight and 8:00 A.M. each day in a place to be designated by the Commissioner with access to be provided by Licensor.

E. Operation Costs. Licensee shall bear at its own expense all costs of operating the concession, and shall pay in addition to the license fees all other costs connected with the use of the Premises and facilities, rights and privileges granted, including, but not limited to all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Airport for its purpose subject to the prior approval of the Commissioner as to the number, size, height, location and general type and design. Such approval shall be subject to revocation by the Commissioner at any time.

Without express written consent of the Commissioner, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures or similar materials.

G. Public Address System. Licensee shall permit the installation in the Premises of a system for flight announcements and other information broadcast over that system, if in the opinion of the Commissioner, such installation is necessary.

H. Maintenance. Licensee shall at its own expense maintain the Premises, all of its leasehold improvements and trade fixtures, enclosure walls and doors in good order and repair, keeping the same clean, safe functioning and sanitary. Licensee shall keep clean the interior and exterior of all glass enclosures. Licensee shall provide at its own expense janitorial service to the Premises in order to comply with the foregoing. Licensee agrees to maintain and to repair at its own expense any damages caused by its operation and to

replace any facility of Licensor used by Licensee which requires replacement by reason of Licensee's use thereof, reasonable wear and tear excepted, with a facility of equal quality.

Section 9.

Services To Be Performed By Licensor.

Licensor will maintain the structure, the roof and exterior walls of the Terminal Building.

Licensor will not furnish janitorial service, interior or exterior window cleaning, guarding or custodial services, and will furnish no janitorial material or supplies for the Premises.

Section 10.

Quality And Price Control.

A. Merchandise. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Licensee shall offer for sale only goods of premium quality. For such goods, Licensee shall charge fair and reasonable prices. When an item has a suggested retail price premarked and established by the manufacturer or distributor, Licensee shall not charge the public a price higher than such suggested retail premarked price. When an item has no suggested retail price or premarked price, the item shall be sold at a price not higher than the average price charged for the same or substantially similar items at two similar high quality retail establishments in the Chicago area selected solely by the Commissioner. Licensee's initial schedule of merchandise items to be offered for sale from the Premises, and the prices to be charged therefor, shall be delivered to Licensor prior to commencement of this Agreement. Thereafter, prices may be decreased or increased as mutually agreed by Licensee and Licensor. In the event that Licensee adds merchandise items Licensee shall submit to Licensor not less than annually a schedule of such new merchandise items it proposes to be offered for sale on the granted Premises and the prices to be charged therefore. Thereafter, subject to the Commissioner's approval as to the sale of such new merchandise, prices for such new items may be decreased or increased in the same manner as aforesaid. If in the opinion of the Commissioner, the selection of items offered is inadequate, if the merchandise is not of high quality, if any of said prices, charges and rates are excessive or if any of said items is found to be objectionable for display and/or sale in a public facility, the Commissioner shall meet and confer with Licensee regarding such matters but Licensee acknowledges that Licensor's determination as to same shall be conclusive. Failure on the part of Licensee to correct, rectify or modify its prices and quality within thirty (30) days of

being advised in writing by the Commissioner shall be cause for default by Licensor, under the provisions of Section 24.

B. Inspection and Review. Licensor may inspect Licensee's operations, including the quality and price of merchandise, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

Section 11.

Interruptions, Reduction And Cancellation Of Operations.

In the event of an interruption or reduction in concession services beyond the control of Licensee, including but not limited to acts of God, accidents, weather and conditions arising therefrom, strikes, boycotts, lockouts, bankruptcy and discontinuation of airline service except as provided below, riot, fire, earthquakes, flood, storm, lightning, epidemic, insurrection, rebellion, revolutions, civil war, hostilities, war, the declaration or existence of the national emergency and condition arising therefrom, and such interruption or reduction of services results in reduction in passenger levels by fifteen percent (15%) per terminal building in which a concession operations area is located based upon the previous three (3) months' average, Licensor agrees that the obligation of Licensee for payment of the Minimum Guarantee License Fee shall be reduced proportionately after a thirty (30) day period and such reduction shall continue until such time as the passenger levels obtain a level equal to eighty- five percent (85%) of the average passenger level for said three (3) month period preceding the suspension. The Percentage License Fee and the Fixed License Fee shall not be affected. The above provision shall not apply to any reduction in passenger levels in Terminal II attributable to the withdrawal of United Airlines from Terminal II and Licensee agrees that there will be no reduction in license fees as a result of this withdrawal.

This Agreement shall be subject to cancellation by Licensee after thirty (30) days advance notice to Licensor, upon the occurrence of any one or more of the following events:

- (1) The permanent abandonment of the Airport by Licensor.
- (2) The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as substantially to restrict Licensee for a period of at least ninety (90) days from operating thereon.
- (3) Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the entire Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.

*Section 12.**Property Rights Upon Termination.*

Title to all decorative work, improvements, finishings and equipment of such a nature as cannot be removed without substantial damage to the Terminal Building shall vest in Licensor at the expiration or earlier termination of this Agreement. All other equipment of such nature as to constitute trade fixtures shall remain the property of Licensee. At the date of expiration or earlier termination of this Agreement, Licensee may remove said trade fixtures or the Commissioner may require that Licensee remove same. Prior to the commencement of operation a list of such trade fixtures as mutually agreed upon shall be submitted in writing to Licensor by Licensee; said list may be subsequently amended during the term of this Agreement to reflect any changes in said trade fixtures.

Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

Licensee may remove improvements, at its own expense, only with the prior written approval of the Commissioner, during the term of this Agreement. No such removal will be allowed in the event that Licensee is in default of any terms, covenants or conditions of this Agreement.

Licensee shall have no right to alter or remove improvements if such alteration or removal would cause substantial damage to Airport Premises. In this event, Licensor may allow Licensee to make such removal or alteration on condition that Licensee completely repair any resulting damage at Licensee's own expense. Licensor may also agree to make the repairs on condition that Licensee reimburse Licensor for the total cost of such repairs.

Upon the termination of this Agreement, through passage of time or otherwise, it is mutually agreed that Licensee shall have no further claim, right, title or interest in or to any of the improvements installed by it under this Agreement, including but not limited to the enclosure walls and doors, subject to Licensor's right to require removal of any portion of said improvements and to restore the Premises wherein same were installed, or the affected portion thereof, to its original condition, reasonable wear and tear excepted.

*Section 13.**Damage Or Destruction Of Premises.*

A. Partial Destruction of Premises. In the event improvements on the Premises are partially damaged by any casualty covered under an insurance policy required to be maintained pursuant to this Agreement, then Licensee shall repair such damage as soon as reasonably possible and this Agreement shall continue in full force and effect. In the event improvements on the Premises are damaged by any casualty not covered under an

insurance policy required to be maintained pursuant to this Agreement, then Licensor may, at Licensor's option, either (a) repair such damage as soon as reasonably possible at Licensor's expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to Licensee within thirty (30) days after the date of occurrence of such damage of Licensor's intention to cancel and terminate this Agreement with respect to the affected area as of the date of the occurrence of the damage; provided, however, that if such damage is caused by an act or omission to act of Licensee, its agent, servants or employees, then Licensee shall repair such damage, promptly at its sole cost and expense. In the event Licensor elects to terminate this Agreement pursuant hereto, Licensee shall have the right within ten (10) days after receipt of the required notice to notify Licensor in writing of Licensee's intention to repair such damage at Licensee's expense, without reimbursement from Licensor, in which event this Agreement shall continue in full force and effect and Licensee shall proceed to make such repairs as soon as reasonably possible. If Licensee does not give such notice within the ten (10) day period, this Agreement shall be cancelled and terminated as of the date of the occurrence of such damage. Licensor shall not be required to make reparation for any injury or damage by fire or other cause, or to make any restoration or replacement of any panelings, decorations, office and trade fixtures, partitions, railings, ceilings, floor covering, equipment, machinery or fixtures or any other improvements or property installed in the affected Premises by Licensee or at the direct or indirect expense of Licensee. Licensee shall be required to restore or replace same in the event of damage.

B. Total Destruction of Premises. If the improvements in any single concession area or the entire Premises are totally destroyed during the term of this Agreement by any cause whether or not covered by the insurance required herein (including any destruction required by any authorized public authority), this Agreement shall automatically terminate with respect to said Premises as of the date of such total destruction.

C. Partial Destruction of Terminal Building. If fifty percent (50%) or more of a terminal building in which is located a concession operations area shall be damaged or destroyed by an insured risk, or if fifteen percent (15%) or more of the terminal building in which is located a concession operations area shall be damaged or destroyed by an uninsured risk, notwithstanding that the concession operations area is unaffected thereby, and if as a result of such damage or destruction flight operations with respect to said terminal building are terminated or substantially curtailed, Licensor and Licensee may agree to cancel and terminate this Agreement within ninety (90) days from the date of occurrence of such damage or destruction in which event the term of this Agreement shall expire on the mutually agreed upon date and Licensee shall thereupon surrender the affected concessions operations to Licensor.

D. Abatement of Rent; Licensee's Remedies. If the Premises are partially destroyed or damaged and Licensor or Licensee repairs them pursuant to this Agreement, the Fixed License Fee and Minimum Guarantee License Fee payable hereunder for the period during which such damage and repairs continue shall be abated in proportion to the extent to which Licensee's use of the Premises is impaired. Except for abatement of fees (if any), Licensee shall have no claim against Licensor for any damage suffered by reason of any such damage, destruction, repair or restoration. If Licensor shall be obligated to repair or restore the Premises under this section and shall not commence such repair or restoration within forty-five (45) days after such obligation shall accrue, Licensee at Licensee's option,

may cancel and terminate this Agreement by written notice to Licensor at any time prior to the commencement of such repair or restoration. In such event, this Agreement shall terminate as of the date of such notice.

Section 14.

Insurance.

Licensee shall procure and maintain during the term of this Agreement the following insurance:

- (1) Worker's Compensation, as required by Illinois law, with Employer's Liability limits not less than \$1,000,000 each accident.
- (2) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations coverages.
- (3) Comprehensive Automobile Liability Insurance, with limits not less than \$1,000,000 each occurrence Combined Single Limit Bodily Injury and Property Damage, including Employer's Non-ownership Liability and Hired Auto coverages.
- (4) Property Insurance on tenant improvements, fixtures, and equipment insuring against the perils of fire, lightning, extended coverage perils, vandalism and malicious mischief in the Premises in an amount equal to the full replacement value of tenant improvements, fixtures and equipment.

Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Property Insurance policies shall be endorsed to provide the following:

- (1) To name as Additional Insured the City of Chicago, the Department of Aviation and its members, and all of the officers, agents, and employees of each of them.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insured, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All Policies Shall Be Endorsed To Provide:

Forty-five (45) days advance written notice to Licensor of cancellation, non-renewal or reduction in coverage, delivered to the following:

Commissioner, Department of Aviation
City of Chicago
20 North Clark Street
Suite 3000
Chicago, Illinois 60602

and City Comptroller
City of Chicago
121 North LaSalle
Street
City Hall--Room 501
Chicago, Illinois 60602

Certificates of insurance evidencing all coverages and endorsements above shall be furnished to Licensor before commencing any operations under this Agreement.

Licensee agrees that the terms of these insurance requirements may be increased and revised upon the written demand of Licensor, which demand must be based on reasonable and justifiable grounds.

All insurance coverage shall be with a company or companies approved by the City Comptroller.

Section 15.

"First Source" Agreement.

A. Licensee agrees to use the City's Mayor's Office of Employment and Training (hereinafter "M.E.T.") as its "First Source" for the recruitment, referral and placement of employees in all "covered positions" required for the operation of any and all business under this Agreement.

For purposes of this Agreement, "covered positions" include all entry level job openings, new job openings, openings created by an expansion of the work force at the Airport, job vacancies created as a result of internal promotions or terminations, and job vacancies created where applicable at Licensee's other Chicago operations as a result of transfers of employees to the Airport work force, but shall exclude all managerial and administrative positions.

B. No later than thirty (30) days after the Commencement Date of this Agreement, but at least fourteen (14) days prior to the Licensee's opening of the concession areas for business, Licensee will submit to M.E.T. a First Source Prospect Notification outlining all staffing and employment needs for its operations under this Agreement.

C. At least twenty (20) days prior to the anticipated hiring date(s), Licensee will notify M.E.T. of its need for new employees in covered positions by completing a "Job Order Form".

M.E.T. will refer eligible job applicants to Licensee in response to the notification of need. M.E.T. will screen applicants according to the qualification profile agreed upon with Licensee, and will refer only qualified applicants who meet that qualification profile. M.E.T. will make all referrals to Licensee or notify Licensee that no referrals can be made, no later than twelve (12) working days prior to the anticipated hiring date. In the event M.E.T. cannot refer the total number of qualified personnel requested, Licensee will be free to directly fill remaining positions for which no qualified applications have been referred; in that event, Licensee agrees to make a good faith effort to hire unemployed Chicago residents.

D. Licensee shall make all decisions on hiring employees, including referred applicants. However, Licensee shall make a diligent and good faith effort to hire from referrals made by M.E.T., and shall not discriminate on the basis of race, creed, color, religion, age, sex or national origin. In the event Licensee rejects or does not hire a referred applicant, Licensee must indicate in writing the reasons for not hiring said applicant.

E. Licensee shall submit quarterly hiring summaries to M.E.T. and the Commissioner detailing all personnel actions (hiring, termination, transfers, promotions, separations, etc.) and First Source involvement therein. M.E.T. will track job retention of applicants employed by Licensee under this Agreement for one hundred twenty (120) days after hiring. Licensee agrees to cooperate fully in M.E.T.'s monitoring efforts.

F. If, at any time during this Agreement, the Director of M.E.T., or designee, determines that Licensee has failed to use its best faith efforts to comply with the First Source requirement of this Agreement, the Director of M.E.T., or designee, shall notify in writing ("Noncompliance Determination Notice") Licensee of the basis for the determination and request Licensee's response to said Noncompliance Determination Notice. The Noncompliance Determination Notice shall specifically state each violation. Licensee shall specifically respond in writing to Licensor within ten (10) days after the date of the Noncompliance Determination Notice and show cause why such determination should not be sustained. The Director of M.E.T. shall review Licensor's response and shall make a determination on whether the Noncompliance Determination shall be sustained, in whole or part, and in the event of noncompliance may assess against Licensee liquidated damages in an amount of dollars not to exceed \$1,000.00 per violation or order such remedial action as said Director may deem appropriate. In the event Licensee disputes the Director's determination of Licensee's failure to use its best efforts to comply with the First Source requirements of this Agreement, Licensee may within ten (10) days after the date of such notice of noncompliance request that the matter be referred to a review panel for final determination. Failure to request a review of the Director's determination within the time specified herein shall be deemed an acceptance of Director's determination and a waiver of Licensee's rights to contest such determination by administrative, judicial or other appeal. Upon Licensee's timely request, a three person review panel will be organized and shall be comprised of one representative selected by Licensee, one representative selected by Director of M.E.T., and a third representative who shall be mutually acceptable to the arbitrators selected by Licensee and the Director of M.E.T. This review panel shall

determine only the issue in each instance of whether or not the Licensee has failed to proceed in good faith in its rejection or refusal to employ a referred applicant. The determination of the review panel shall be the final determination and shall not be subject to administrative, judicial or other appeal. All costs of review shall be shared equally by Licensor and Licensee.

Section 16.

Indemnity.

Licensee does hereby covenant and agree to indemnify, save and hold harmless and forever defend Licensor from all fines, suits, claims, demands and actions of any kind and nature, including antitrust claims, by reason of any and all of its operations hereunder and does hereby agree to assume all the risk in the operation of its business hereunder and shall be solely responsible and answerable in damages for any and all accidents or injuries to persons or property.

Section 17.

Inspections.

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

Section 18.

Ingress And Egress.

Subject to regulations governing the use of the Airport, Licensee, his agents and servants, patrons and invitees, and his suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services and materials, or stock shall do so in such reasonable manner and at such times as not to interfere with normal airport operations.

Section 19.

Assignment And Subletting.

Licensee shall not assign, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights or privileges created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained, which consent shall not be unreasonably withheld or delayed.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be subject to the remedies available in Section 23 hereof.

Section 20.

Signs.

Licensee shall not erect, install, operate nor cause or permit to be erected, installed or operated in or upon the Premises herein, the terminal buildings, or the Airport, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which consent shall not be unreasonably withheld or delayed.

Section 21.

Redelivery.

Licensee will make no unlawful or offensive use of said Premises and will at the expiration of the term hereof or upon any sooner termination thereof without notice, quit and deliver up said Premises to Licensor and those having its estate in the Premises, peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be placed by Licensee or Licensor.

Section 22.

*Subject To Airline Agreements, Nondiscrimination And
F.A.A. Requirements.*

A. This Agreement is subject to the provisions of Article XVI of that certain Agreement entitled "Amended and Restated Airport Use Agreement and Terminal Facilities Lease" and the further provisions, including the right of cancellation of Section 6.04, Article VI of that certain Agreement entitled "Lease of Terminal Facilities" and to such other provisions of said related Agreements as may be pertinent as entered into between the Licensor and scheduled airlines governing use and operation of the Airport.

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

Attention is called to Executive Order 11246, issued September 24, 1965, 3 C.F.R., 1964--1965 Compilation, p. 339, as modified by Executive Order 11375, issued October 13, 1967, 3 C.F.R., 1967 Compilation, p. 320; The Civil Rights Act of 1964, 42 U.S.C. Section 2000d, et seq.; The Age Discrimination Act of 1975, 42 U.S.C. Section 6101, et seq., and all amendments to those Statutes and Executive Orders and Regulations of the United States Departments of Labor, Transportation, and Health, Education and Welfare and most particularly Department of Transportation, Title 49, Code of Federal Regulations, Part 21; to the State Acts approved July 26, 1967, Ill. Rev. Stat., Ch. 48, Sections 881--887 inclusive; July 28, 1961, Ill. Rev. Stat., Ch. 38, Sections 13-1 to 13-4 inclusive; July 21, 1961, Ill. Rev. Stat., Ch. 48, Sections 851 to 856 inclusive; July 8, 1933, Ill. Rev. Stat., Ch. 29, Sections 17 to 24 inclusive (all 1977); to an ordinance passed by the City Council of the City of Chicago, August 21, 1945, Journal of the Council Proceedings, p. 3877, Municipal Code of the City of Chicago, Ch. 198.7A; and to Executive Order 85-2 issued by Mayor Harold Washington.

To demonstrate compliance, Licensee and his contractors and subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations or the Department of Aviation.

C. Nondiscrimination in the Use of the Premises by Licensee. This Agreement involves the construction or use of, or access to, space on, over, or under real property acquired, or improved under the Airport Development Aid Program and the Federal Aviation Administration, and therefore involves activity which services the public.

Licensee, for himself, his personal representatives, successors in interest, heirs and assigns, as part of the consideration hereof, does hereby covenant and agree, that (1) no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvement on, over, or under such land and the furnishings of services thereon, no person shall be excluded on the grounds of race, color, or national origin from participation in, denied benefits of, or otherwise subjected to discrimination; and (3) that Licensee shall use the Premises in compliance with all other requirements imposed by, or pursuant to, the Department of Transportation regulations which may be applicable to Licensee.

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

Section 23.

Non-Waiver.

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

Section 24.

Default.

- A. Event of Default. Licensee shall be in default under this Agreement if:
1. Licensee shall fail duly and punctually to pay any and all fees due hereunder, or to make any other payment required hereunder, when due to Licensor; or
 2. Licensee shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws, or under any other law or statute of the United States or of any state thereof, or consent to the appointment of a receiver, trustee or liquidator of any or substantially all of its property; or

3. A petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, shall be filed against Licensee and shall not be dismissed within sixty (60) days after the filing thereof; or
4. By order or decree of a court, Licensee shall be adjudged bankrupt or an order shall be made approving a petition filed by any of the creditors or, if Licensee is a corporation, by any of the stockholders of Licensee seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof; or
5. By or pursuant to, or under authority of, any legislative act, resolution or rule, or any order or decree of any court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Licensee, and such possession or control shall continue in effect for a period of fifteen (15) days; or
6. The interest of Licensee under this Agreement shall be transferred, without the approval of Licensor, by reason of death, operation of law, assignment, sublease, or otherwise, to any other person, firm or corporation; or
7. Licensee shall voluntarily abandon, desert or vacate any part of the Premises or discontinue its operations thereat; or
8. Any lien shall be filed against the Premises or Licensee's interest hereunder because of any act or omission to act of Licensee, and shall not be discharged by Licensee or contested in good faith by proper legal proceedings commenced within thirty (30) days after receipt of notice thereof by Licensee; or
9. Licensee shall fail to keep, perform and observe each and every promise, covenant and agreement set forth in this Agreement and such failure shall continue for a period of more than thirty (30) days after delivery by Licensor of a written notice of such breach or default, except where fulfillment of its obligation requires activity over a period of time and Licensee has commenced in good faith to perform whatever may be required for fulfillment within thirty (30) days after receipt of notice and continues such performance without interruption except for causes beyond its control; or
10. Licensee shall use or give its permission to any person to use any portion of Airport, terminal buildings or Premises used by Licensee under this Agreement for any illegal purpose.
11. Licensee shall be in default under any other agreement with Licensor.

B. Licensor's Remedies. If a default under this Agreement shall occur, Licensor may elect to:

1. Terminate this Agreement without prejudice to any other remedy or right of action for arrearages of license fees under Article 3; or
2. Allow this Agreement to continue in full force and effect and to enforce all of Licensor's rights and remedies hereunder, including, without limitation, the right to collect rent as it becomes due together with interest thereon at the rate of one and one-half percent (1-1/2%) per month.

Licensor will not be deemed to have terminated this Agreement in the absence of service of written notice upon Licensee to that effect.

In the event of any termination based on a default, Licensor shall have the option at once and without further notice to Licensee to enter the Premises and take exclusive possession of same. Licensor may remove or store any personal property located therein, at the sole cost and expense of Licensee without Licensor being liable to Licensee for damage or loss thereby sustained by Licensee.

Upon such termination by Licensor, all rights, powers and privileges of Licensee hereunder shall cease, and Licensee shall immediately vacate any space occupied by it under this Agreement. Licensee shall then have no claim of any kind whatsoever against Licensor, or its employees or agents by reason of such termination, or by reason of any act by Licensor incidental or related thereto.

In the event of the exercise by Licensor of such option to terminate, Licensee shall have no right to or claim upon any improvements or the value thereof, which may have been previously installed by Licensee in or on the demised Premises.

The exercise by Licensor of any remedy provided in this Agreement shall be cumulative and shall in no way affect any other remedy available to Licensor under law or equity.

Section 25.

Monetary Damages.

In the event Licensor elects to terminate this Agreement, Licensee shall pay to Licensor an amount equal to the sum of:

(a) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement including but not limited to unpaid license fees plus interest thereon on all such amounts from the date due until paid at the rate of one and one-half percent (1-1/2%) per month;

(b) Any other amount to compensate Licensor fully for all detriment proximately caused by Licensee's failure to perform its obligations hereunder or which in the ordinary course would likely result therefrom;

(c) The worth at the time of award of the amount by which the license fee and other sums payable hereunder, which would have been due after the date of license termination and with respect to the balance of the term of the Agreement specified herein, exceeds the amount of such loss that the Licensee proves could be reasonably avoided. Efforts by Licensor to mitigate the damages caused by Licensee's default hereunder shall not constitute a waiver of Licensor's right to recover hereunder.

(d) The "worth at the time of award" of the amount referred to in subsection (c) hereof is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award plus one percent (1%).

Section 26.

Fines.

If a default be made by Licensee of any of the below numerated covenants, terms and conditions, Licensor may elect to impose the fines described below on the basis of per violation per day:

Violations	Section	Assessment
Violation of Use Clause	4	\$15.00
Unauthorized advertising or signage	8(F)	\$50.00
Failure to submit required documents and reports	3	\$10.00

The exercise by Licensor of any remedy provided in this Agreement, shall be cumulative and shall in no way affect any other remedy available by Licensor under law or equity.

Section 27.

Independence Of Agreement.

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co- partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or employee of Licensor for any purpose or in any manner whatsoever.

Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Section 28.

Rules, Regulations, Laws, Ordinances And Licenses.

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state and county and municipal governments which may be applicable to its operations at the Airport and shall obtain and maintain all permits and licenses necessary for its operations at the Airport. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

Section 29.

Paragraph Headings.

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

Section 30.

Invalid Provisions.

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

Section 31.

Prohibition Of Recordation.

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

Section 32.

No Personal Liability.

The execution of this Agreement by any person in the name and on behalf of Licensor or of Licensee shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

Section 33.

Construction Of Agreement.

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Section 34.

No Leasehold Interest.

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in the Airport. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee or Licensor.

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

[Signatures forms omitted for printing purposes.]

[Exhibits "A" and "C" attached to this Agreement printed
on pages 17297 and 17298 of this Journal.]

AMENDMENT AND RESTATEMENT OF CONCESSION LICENSE
AGREEMENT WITH POPCORN EXPRESS AT CHICAGO
O'HARE INTERNATIONAL AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Aviation, having had under consideration an ordinance authorizing a Concession License Agreement between the City of Chicago and Popcorn Express for O'Hare International Airport begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance, which is transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

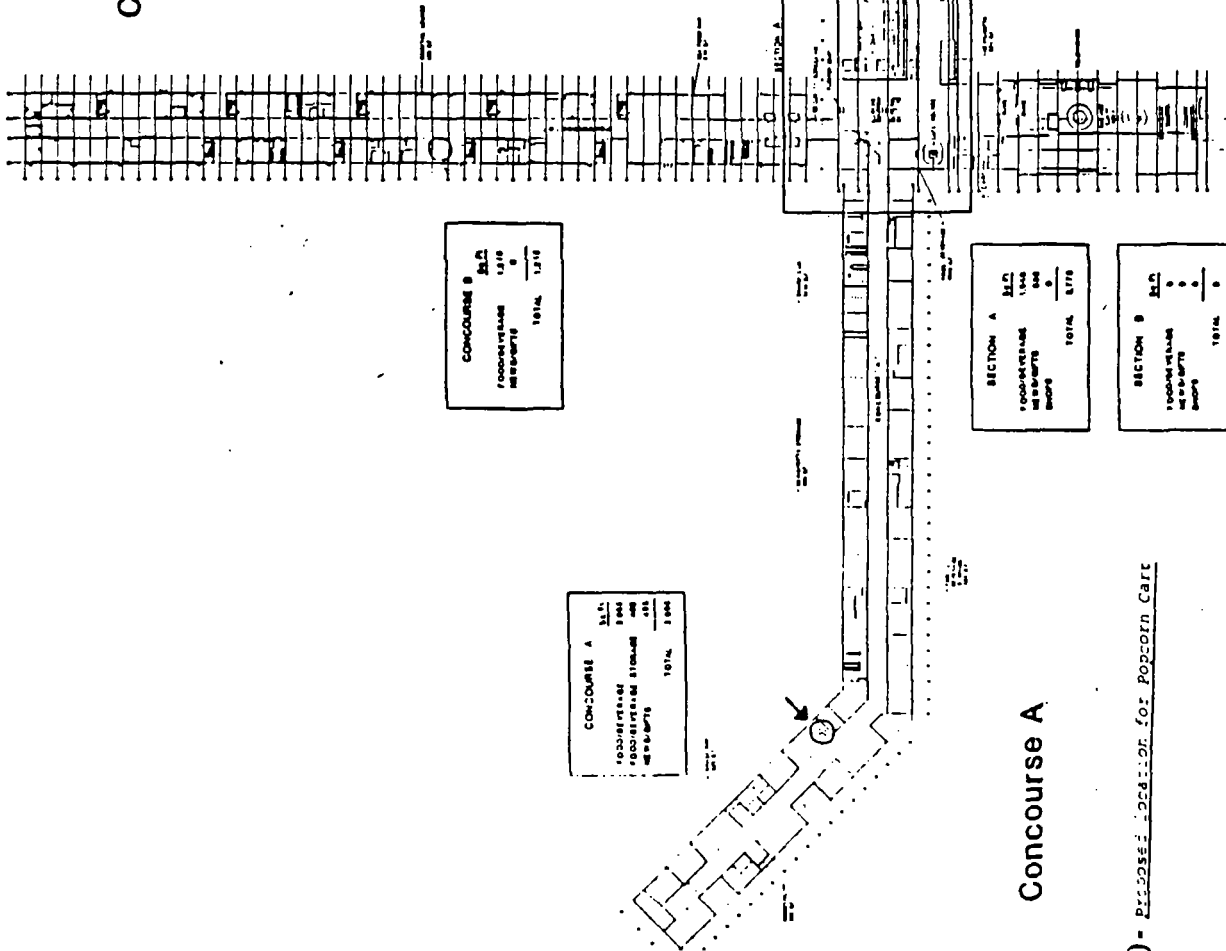
On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

(Continued on page 17299)

LEGEND

<input type="checkbox"/>	Food/Bev.
<input type="checkbox"/>	Newsp/Gift
<input type="checkbox"/>	Shops
<input type="checkbox"/>	Storage
<input type="checkbox"/>	Vacant

Concourse B



Concourse C

Exhibit "A"

Concourse A

③ - PROPOSED LOCATION for Popcorn Cart

CHICAGO MIDWAY AIR
CONCESSION DEVELOPMENT
DEPARTMENT OF AVIATION
EXISTING FACILITIES

(Continued from page 17296)

Yeas -- Aldermen Roti, Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

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 on April 13, 1988 authorized the execution of a concession license agreement (the "Original Agreement") with Wally Office, Inc., d/b/a as Popcorn Express ("Popcorn Express") for premises at Chicago O'Hare International Airport (C.J.P. pp. 11933--11966); and

WHEREAS, Popcorn Express has requested and the Department of Aviation wishes to approve an additional cart location in Terminal 3; and

WHEREAS, The Department of Aviation believes it is appropriate and in the best interest of the City to grant such a request and to amend the Original Agreement to reflect the expansion of this concession location; now, therefore,

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

SECTION 1. That the Acting Mayor, subject to attestation by the City Clerk, and approval by the Acting Commissioner of Aviation and the City Comptroller and by the Corporation Counsel as to form and legality, is authorized to execute an amendment to and restatement of the Original Agreement, such amendment to be substantially in the form as attached to this ordinance and such restatement to reflect the terms and conditions of the Original Agreement and of this amendment.

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

Amendment to Concession License Agreement attached to this ordinance reads as follows:

*Popcorn Express Cart License Agreement
Terms And Conditions Of Amendment.*

Airport: O'Hare International -- Terminal 3.

Concessionaire: Wally's Office, Inc., d/b/a Popcorn Express.

Premises: Two locations increased from one. Additional location to be 90 square feet in Terminal 3 as shown on Exhibit A plus related storage space.

License Fee: \$7,845 fixed fee (\$30 p.s.f. x 180 s.f. -- also included \$30 p.s.f. x 81.5 s.f. for storage).

Plus \$48,720 annual minimum guarantee or 25% of gross receipts on sales between \$1 through \$299,999 and 30% receipts on sales \$300,000 or more. Potential first year payment to the airport is \$75,000.

Miscellaneous: All other terms and conditions remain the same.

[Exhibit "A" attached to this amendment printed on page 17301 of this Journal.]

EXECUTION OF AMENDMENT AND ASSIGNMENT OF CERTAIN
PREMISES AT CHICAGO O'HARE INTERNATIONAL
AIRPORT FROM BALDWIN ICE CREAM
COMPANY TO O'HARE VENTURES
LIMITED PARTNERSHIP BY
MEK ENTERPRISES,
INCORPORATED.

The Committee on Aviation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

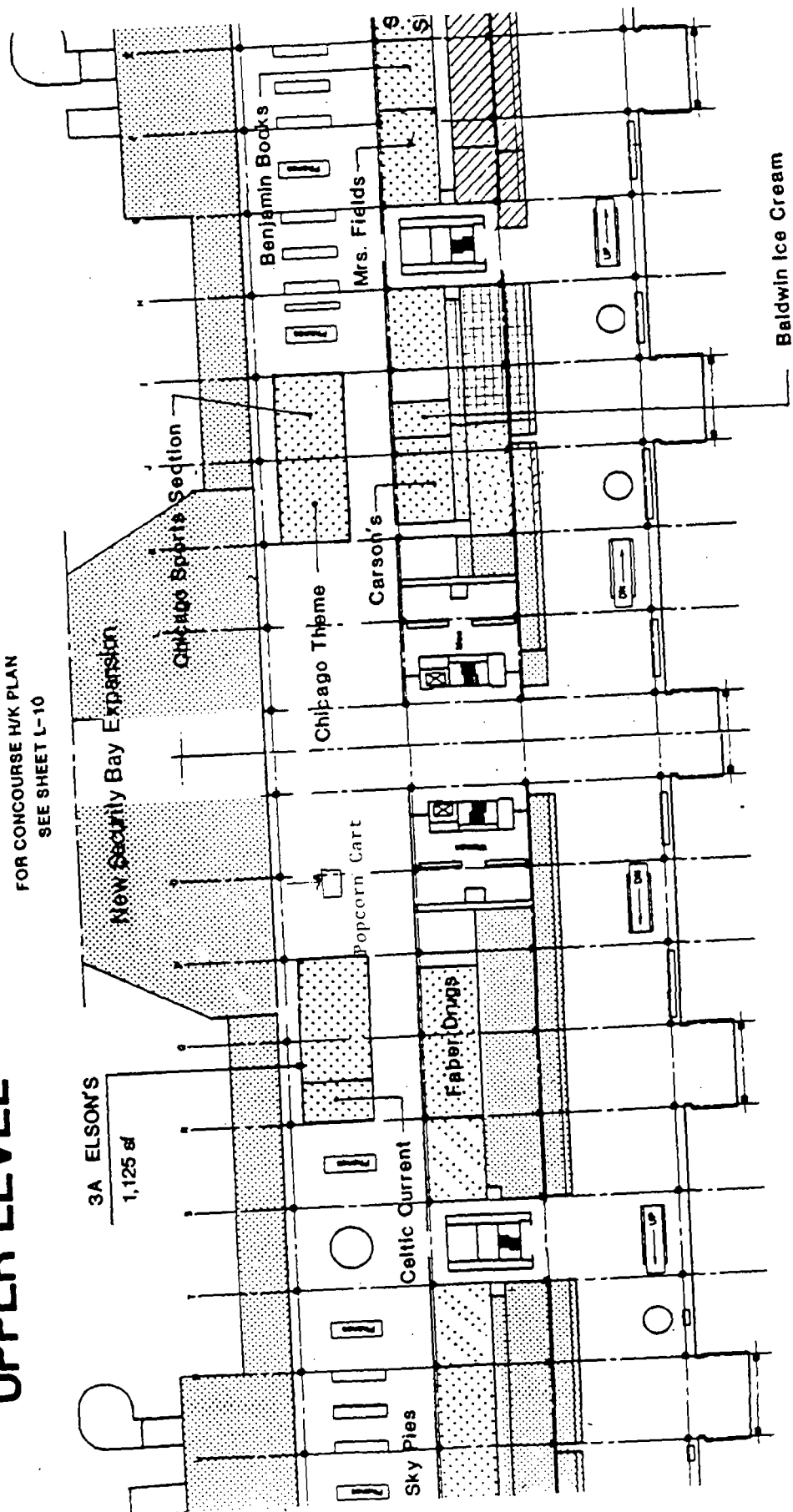
Your Committee on Aviation having had under consideration an ordinance authorizing the execution of an amendment and assignment of certain premises at Chicago O'Hare International Airport from Baldwin Ice Cream Company to O'Hare Ventures Limited Partnership by Mek Enterprises, Inc. begs leave to recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

(Continued on page 17302)

Terminal 3 - Exhibit "A"

UPPER LEVEL

FOR CONCOURSE H/K PLAN
SEE SHEET L-10



(Continued from page 17300)

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Aviation and the City Comptroller, subject to the approval of the Corporation Counsel as to form and legality, are authorized to execute 1) a consent to the attached Amendment agreement between Carson International, Inc. and Baldwin Ice Cream Company for the sublease of certain premises at Chicago O'Hare International Airport and 2) a consent to the attached Assignment of certain premises at Chicago O'Hare International Airport from Baldwin Ice Cream Company to O'Hare Ventures Limited Partnership by Mek Enterprises, Inc.

Such Amendment and Assignment are to be substantially in the form as attached.

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

Amendment and Assignment attached to this ordinance read as follows:

Amendment.

This Agreement made and entered into this _____ day of _____, 1988, by and between Carson International, Inc., a corporation organized under and existing by virtue of the laws of the State of Delaware (hereinafter referred to as "Carsons") and

Baldwin Ice Cream Company, a corporation organized under and existing by virtue of the laws of the State of Illinois (hereinafter referred to as "Baldwin").

Witnesseth:

Whereas, Carsons and Baldwin have heretofore entered into a Sub-Concession Agreement under date of June 6, 1984, authorized by the City Council, May 21, 1984, Council Journal pages 7169, 7199, and 7200--7220, hereinafter referred to as "Sub-Concession Agreement", in which Carsons granted to Baldwin certain privileges or premises to be occupied and used for the purposes therein stated, located at Chicago O'Hare International Airport:

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

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

Section 15, appearing on page 21 of said Sub-Concession Agreement shall be deleted in its entirety and the following shall be inserted in lieu thereof:

Section 15.

Encumbrances Prohibited.

Baldwin shall not mortgage, pledge, hypothecate, or otherwise encumber, or cause any lien to be placed on, the concession rights herein created.

Section 18(a), appearing on page 26 of said Sub-Concession Agreement, shall be deleted in its entirety.

Execution of this Amendment authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1988, (C.J.P. pp. _____).

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

[Signature forms omitted for printing purposes.]

Assignment.

This Assignment, dated _____, 1988, by and between Baldwin Ice Cream Company (hereinafter referred to as "Baldwin") and O'Hare Ventures Limited Partnership by MEK Enterprises, Incorporated (hereinafter referred to as "O.V.L.P."),

Witnesseth:

Whereas, Baldwin is a corporation organized under and existing by virtue of the laws of the State of Illinois; and

Whereas, O'Hare Ventures Limited Partnership is a Limited Partnership organized under and existing by virtue of the laws of the State of Illinois; and

Whereas, MEK Enterprises, Inc., (hereinafter referred to as "MEK") is a corporation organized under and existing by virtue of the laws of the State of Illinois; and

Whereas, MEK is the general partner of the O'Hare Ventures Limited Partnership and individual Jolyn Robichaux is the limited partnership; and

Whereas, there exists a Sub-Concession Agreement between Baldwin and Carson International, Inc., (hereinafter referred to as "Carsons") for the operation of an ice cream concession at Chicago O'Hare International Airport, Chicago, Illinois, through December 31, 1989; and

Whereas, Baldwin wishes to assign its Chicago O'Hare Sub-Concession Agreement to O.V.L.P. and O.V.L.P. wishes to assume Baldwin's position under the Sub-Concession Agreement, effective _____, 1988; and

Whereas, the Sub-Concession Agreement between Carsons and Baldwin does not prohibit Baldwin from assigning such Sub-Concession Agreement, subject to the limitations contained therein; and

Whereas, Baldwin desires to and shall retain full responsibility under the Sub-Concession Agreement to the City in accordance with the terms of such Sub-Concession Agreement;

Now, Therefore, in consideration of the recitals contained above and other good and valuable consideration, receipt of which is acknowledged, O.V.L.P. and Baldwin agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference as though full set forth herein.

2. Assignment. To the fullest extent possible under the terms, conditions and limitations of the Sub-Concession Agreement, Baldwin assigns its portion of the Chicago O'Hare Sub-Concession Agreement to O.V.L.P. and O.V.L.P. accepts such assignment, pursuant to the terms hereof.

3. Duties. O.V.L.P. shall in the place and stead of Baldwin carry out all of Baldwin's responsibilities under its portion of the Chicago O'Hare Sub-Concession Agreement assigned to O.V.L.P.

4. Obligations Retained. Pursuant to and in accordance with the terms of the Chicago-Carson O'Hare Concession Agreement, Carsons shall remain fully liable and responsible to the City for its obligations and responsibilities under such Concession Agreement.]

5. Insurance and Bonds. O.V.L.P. shall take all steps necessary to procure all insurance and payment/performance bonds required by the Sub-Concession Agreement in the name of O.V.L.P. or adding O.V.L.P. as an additional insured on any insurance and bond issued to Baldwin.

6. Effective Dates. This Assignment shall be effective only upon its acceptance by the City and shall terminate upon the termination of the Chicago O'Hare Sub-Concession Agreement.

7. No Further Assignment. O.V.L.P. shall not without prior written approval and consent of the Commissioner of Aviation and of Carsons further assign the Chicago O'Hare Sub-Concession Agreement in part or in its entirety.

8. Applicable Laws. This Assignment shall be interpreted in all respects in accordance with the laws of the State of Illinois.

9. Entire Contract. This Assignment shall constitute the entire Agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Assignment.

10. No Third-Party Beneficiary. This Assignment was made for and was intended to benefit solely the parties hereto. No other persons shall have any interest in or be a beneficiary of this Agreement or any of its terms. No other persons shall be entitled to enforce any of the terms hereof.

11. No Joint Venture. O.V.L.P. is not a joint venturer with or a partner of Baldwin.

12. Indemnification. Baldwin shall save and hold harmless, indemnify, and defend the City of Chicago from any and all actions, suits, claims damages and attorneys' fees which may in any way arise or accrue as a result of the City's acceptance and approval of this Assignment.

13. No Waiver. No waiver by any party of any term, condition, limitation, notice or action required hereunder shall constitute or be deemed a waiver of any other subsequent term, condition, limitation, notice or action hereunder.

14. Headings. The headings and captions appearing herein are for convenience only and shall not be deemed a part hereof for any purpose.

Executed and delivered as of the date first written above.

[Signature forms omitted for printing purposes.]

Approval Of Assignment And Assumption.

Reference is made to a Chicago O'Hare International Airport Sub-Concession Agreement dated June 6, 1984 (the "Sub-Concession Agreement") between Carson International, Inc. ("Carsons") and Baldwin Ice Cream Company ("Baldwin").

The undersigned City does hereby consent to the assignment by Assignor Baldwin of the Sub-Concession Agreement and to the assumption of the Sub-Concession Agreement by O'Hare Ventures Limited Partnership by MEK Enterprises, Inc., (O.V.L.P.) the Assignee, pursuant to the terms and subject to the conditions set forth therein, including without limitation the Sub-Concession and Percentage Fee for the remainder of the term of the Sub-Concession Agreement.

Approval of this Assignment and Assumption authorized by ordinance of the City Council of the City of Chicago passed on the _____ day of _____, 1988, (C.J.P. pp. _____).

In Witness Whereof, and as evidence of this agreement with the foregoing, the City and Assignee have duly executed this consent this _____ day of _____, 1988.

[Signature forms omitted for printing purposes.]

EXECUTION OF CARGO BUILDING SITE LEASE AGREEMENT WITH
UNITED AIRLINES, INCORPORATED FOR PREMISES
AT CHICAGO O'HARE INTERNATIONAL
AIRPORT.

The Committee on Aviation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Aviation having under consideration an ordinance authorizing the execution of a cargo site lease with United Airlines, Inc. at O'Hare International Airport, which was referred on July 27, 1988, begs leave to recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

This recommendation was concurred in by all the committee members present with no dissenting vote.

Respectfully submitted,
(Signed) THOMAS W. CULLERTON,
Chairman.

On motion of Alderman Cullerton, the said proposed ordinance transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

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. On behalf of the City of Chicago, the Mayor, the Commissioner of Aviation and City Comptroller are hereby authorized to enter into and execute, the City Clerk to attest, and the Corporation Counsel approve as to form and legality, a Cargo Building Site Lease with United Air Lines, Inc., for premises at Chicago O'Hare International Airport, said agreement to be substantially in the form attached.

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

Cargo Building Site Lease attached to this ordinance reads as follows:

Cargo Building Site Lease.

This Lease is made and entered into as of the _____ day of _____, 198____ by and between the City of Chicago, a municipal corporation and home rule unit existing under the laws of the State of Illinois ("City") and United Airlines, Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware ("Airline").

Witnesseth:

Whereas, City owns and operates the airport known as Chicago-O'Hare International Airport (the "Airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto; and

Whereas, City and Airline have executed the Amended and Restated Airport Use Agreement and Terminal Facilities Lease (the "Airport Use Agreement") having an effective date of January 1, 1985; and

Whereas, Airline is or wishes to become engaged in the business of air transportation of freight and cargo at the Airport and desires to lease for such purposes certain premises and facilities at the Airport and to obtain certain rights and privileges with respect thereto; and

Whereas, City is willing to lease to Airline such premises and facilities, and to grant to Airline such rights and privileges, upon the terms and conditions hereinafter provided;

Now, Therefore, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

Article I.

1.01 Lease of Premises. City hereby leases to Airline, and Airline hereby leases from City, the land depicted on Exhibit A hereto ("Demised Premises"), which consists of 1,328,624 square feet, together with the facilities, rights and privileges hereinafter described. City shall use its best efforts to deliver possession of the Demised Premises to Airline no later than _____. The date on which City actually delivers to Airline possession of the Demised Premises is referred to herein as the "Delivery Date".

1.02 Operation of Cargo Site. Airline or its sublessees or assigns is hereby granted the exclusive use of the Demised Premises, subject to the terms and provisions hereof and to rules and regulations promulgated by City in accordance with Article VI hereof, for any and all purposes reasonably necessary or convenient in connection with the conduct by Airline of the business of air transportation of freight and cargo and such other uses as set forth below, including, without limitation, the following:

- (a) the receiving, delivering, dispatching, processing, handling and storing of air cargo, mail and other property;
- (b) the loading and unloading upon the Demised Premises of property, cargo and mail upon or from aircraft by such means as may be necessary or convenient;

- (c) the loading, unloading and parking of automobiles and trucks relating to its freight and cargo operations;
- (d) the maintenance and operation of buildings, facilities and equipment, including satellite and telecommunication equipment, flight kitchens and the carrying on of activities reasonably necessary or convenient in connection with its freight and cargo operations;
- (e) taxiing, parking, storing, maintaining, conditioning and repairing (to the extent such are considered routine ramp servicing) of aircraft and equipment including flight kitchen equipment;
- (f) the boarding, deboarding and handling of passengers upon and from aircraft in commercial or retail flights at times when traffic at the Airport prevents the parking of aircraft and the handling of such passengers at the terminal. The terms and conditions necessary to preserve Airport security and the safe conduct of such passenger operations shall be subject to the approval of the Commissioner of Aviation. Any such operations shall be free of any charge for the parking of aircraft and all passengers handled pursuant to this provision must be shuttled to a terminal area for processing; and
- (g) the receiving, dispatching, handling and storing of property for use by Airline in its operations at the Airport.

Nothing in this Lease shall be deemed to permit the conduct by Airline or its sublessees of any cargo and freight business other than the operation of an air transportation business, and such business shall not include the transportation of passengers to and from the Demised Premises except as provided above.

Airline may use the Demised Premises for uses other than those specified in this section only upon the written approval of the Commissioner of Aviation. The grant of such approval shall be in the discretion of the Commissioner of Aviation after due consideration of Airline's request.

1.03 Ingress and Egress; Right to Connect Utilities. Subject to rules and regulations promulgated by City in accordance with Article VI hereof, Airline, its sublessees or assigns, shall have the right and privilege of ingress to and egress from the Demised Premises for its or their employees, agents, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their aircraft, equipment, vehicles, machinery and other property. Except as otherwise specifically provided in this Lease, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by City upon Airline, its sublessees or assigns, its or their employees, agents, guests, patrons and invitees, or its or their suppliers of materials and furnishers of service, for (i) such right of ingress and egress, (ii) the privilege of purchasing, selling or using for a purpose herein permitted any materials or services purchased or otherwise obtained by Airline or its sublessees or assigns, (iii) transporting, loading, unloading or handling property, cargo, or mail in connection with Airline's or its sublessees or assign's business, or (iv) exercising any right or privilege granted by City hereunder. The foregoing shall not preclude City or

its concessionaires from making and collecting a charge for the use of public automobile parking areas or sightseeing facilities, or for the use of ground transportation to, from or within the Airport furnished by City or its concessionaires, or for the furnishing or sale by City or its concessionaires to the public at the Airport of services, insurance, food and merchandise, or preclude City from imposing any tax, charge, or permit or license fee not inconsistent with the rights and privileges granted to Airline hereunder or under the Airport Use Agreement. Notwithstanding the foregoing, nothing in this Section 1.03 shall be deemed to permit or preclude City from levying a passenger facility charge or other similar tax at the Airport. Nothing herein shall preclude Airline from contesting such charge or tax if enacted or promulgated by City. Airline shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

Airline shall not block or otherwise obstruct common use taxilanes or access roads with aircraft or groundside vehicles, respectively, at any time nor in any manner which will impair or adversely affect any other airline tenant from using or operating on said taxilanes or access road areas.

1.04 Sublease And Assignment Of Demised Premises.

(a) Airline may sublet or assign the Demised Premises, in whole or in part, to another person in the business of air transportation of freight and cargo or enter into freight handling agreements, subject, however, to each of the following conditions:

(i) No sublease or assignment shall relieve Airline from primary liability for any of its obligations hereunder, and Airline shall continue to remain primarily liable for payment of rent hereunder and for the payment, performance and observance of its other obligations and agreements herein provided unless said sublease or assignment involves all of the Demised Premises and such release of primary liability is approved by the City Council of City; and

(ii) Any sublease or assignment of the Demised Premises shall be subject to the prior written approval of the Commissioner, which approval shall not be unreasonably withheld. In no event shall approval of any sublease or assignment be deemed to constitute a waiver or restriction on the right to disapprove or deny consent to any additional or subsequent sublease or assignment.

(b) Within thirty (30) days following the execution and delivery thereof, Airline shall furnish City with a copy of each sublease or assignment entered into by Airline pursuant to this Section 1.04.

Article II.

2.01 Term. The term of this Lease shall be for a period of thirty-two (32) years commencing on October 30, 1986, and terminating on May 11, 2018, unless sooner terminated in accordance with the provisions set forth herein.

*Article III.***3.01 Rent.**

(a) At such time and in such manner as set forth in subsection (b), Airline shall pay City rent as follows:

\$.0459 per square foot per year for 1,328,624 square feet representing replacement footage from Airline's prior cargo lease terminated pursuant to Section 13.01(c) of the 1983 Airport Use Agreement between Airline and the City.

(b) Rent shall begin accruing hereunder on the earlier of (i) the date of substantial completion of the Improvements (as defined in Section 4.01 hereof) or (ii) the date Airline begins occupancy of the Improvements. From and after the time rent begins so accruing and continuing throughout the term of this lease, Airline shall pay City, not later than the first business day of each month, the rent as forth above, for such month all such rent shall be paid to the Comptroller of the City of Chicago at his office in City Hall, Chicago, Illinois or such other place as may be designated. Rent for the first and last months of this lease shall be prorated, if necessary.

3.02 Operation and Maintenance Expense. There is hereby created an Operation and Maintenance Fund to cover the costs and expenses incurred by the City in operating and maintaining the Common Areas of the Cargo Area. For purposes of this Section 3.02, "Cargo Area" shall mean the portion of the Airport defined as such on Exhibit E entitled Cargo Area Layout Plan attached hereto and herein incorporated.

Thirty (30) days prior to the first rental payment under section 3.01(b) and not later than seventy (70) days prior to the end of each Fiscal Year thereafter, City shall furnish Airline with a projection of the O. & M. Expenses and projected O. & M. charges for the Cargo Area for the next ensuing Fiscal Year. On the first date that rental is due under this agreement, and on each date that rental is due thereafter, Airline shall pay to City for deposit into the Operation and Maintenance Fund an amount equal to one-twelfth (1/12) of the Airline's pro rata share of the projected O. & M. expenses for the Fiscal Year. Any airline whose rent includes additional leased footage under Section 3.01(a)(ii) shall pay O. & M. expenses on such additional leased footage only to the extent that such O. & M. expenses exceed \$.10 per square foot. Airline's pro rata share shall be determined by a percentage in which the total square footage leased to Airline pursuant to Section 3.01(a) is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

Not later than the one hundred ninetieth (190th) day of each Fiscal Year, City shall furnish Airline with a revised projection of O. & M. charges for the Cargo Area which shall reflect the most recently available information with regard to the amounts actually incurred as O. & M. expenses in the Cargo Area. If the revised projection forecasts

expenses that would result in an overpayment or underpayment by Airline of five percent (5%) or more of the amount needed for such O. & M. expenses, payments under this section shall be adjusted to conform to the revised projection. In no event shall the O. & M. charges under this section, as so adjusted, be less than zero. Any surplus in the O. & M. Fund at the end of the Fiscal Year shall be carried over in the O. & M. Fund to cover costs which may be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area, including, but not limited to, sewer and water line repairs or replacements, apron repavement or replacement, right of way improvements or replacements (including costs of right of way expansion or relocation).

The City will maintain accurate records allocating O. & M. expenses for each Fiscal Year. Within six months after the close of each Fiscal Year, City shall furnish Airline with a copy of an annual audit report ("Final Audit") prepared in accordance with generally accepted accounting principals and certified by an independent accountant or outside auditors covering the O. & M. expenses for such preceding fiscal year and shall set forth the O. & M. expenses paid by Airline during such period.

The payment by Airline to City, and the acceptance by City from Airline, of any amount hereunder shall not preclude either Airline or City from questioning, within a period of six months from the date of receipt by Airline of the Final Audit, the accuracy of any statement on the basis of which such payment was made, or preclude City from making, within such period, any claim against Airline for any additional amount payable by Airline hereunder.

3.03 Deficiency Assessments. In the event that the costs incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of the Cargo Area site is \$75,000 or less per project, Airline shall pay, by means of a deficiency assessment, its pro rata share of the costs incurred not funded from the O. & M. Fund. Airline's pro rata share shall be determined by dividing the amount of those costs incurred, or anticipated to be incurred and not funded from the O. & M. Fund by a percentage of which the total square footage leased by the Airline for cargo facilities is the numerator and the total square footage of all land leased in the Cargo Area is the denominator.

At any time during the term hereof, Airline may notify the Commissioner of any objections to the O. & M. charges. At the request of any Airline, the Commissioner shall meet with such Airline regarding such objection. City shall make all reasonable efforts to perform such project at the lowest possible cost consistent with its responsibility as a prudent airport operator. In the event that the costs incurred by the City in the repair, reconstruction or replacement of any capital projects in the common areas of Cargo Area which equal \$75,000 or less are required, City shall, at least thirty (30) days prior to making any expenditure, give written notice to Airline. Capital projects shall be defined as a) those projects which do not require immediate, emergency corrective action within a twenty-four (24) hour period, and b) are defined in accordance with generally accepted accounting principles as may be redefined from time-to-time by City's public accounting firm. Such notice shall include (i) an estimate of (1) the cost of such project, (2) the construction schedule, description and justification for such project, (ii) the manner of payment and estimated payments required as a result thereof, (iii) the proposed allocation of such expenses within the Cargo Area portion of the Land Support cost center, and (iv) the projected impact of such costs on Airport fees and charges, all in sufficient detail to enable

the Airline to make informed comments thereon. Airline may submit to City written comments on such expenditures, and may request a meeting with the City, within twenty (20) days following receipt of such notice by Airline, and City shall give due consideration to any such comments filed in a timely manner by Airline. Upon a request by a Majority-In-Interest (which is herein defined as fifty-one percent (51%) of all Airlines having executed an Airport Use Agreement and leasing cargo building sites within the Cargo Area as shown on Exhibit E to the site leases), City shall convene, within ten (10) days, a meeting of the Airlines to discuss such capital projects, with City providing due consideration to such Airline comments.

In the event that the costs to be incurred by the City in the repair, replacement or reconstruction of those capital facilities provided to the common areas of Cargo Area site exceeds \$75,000 per project, the City shall not make any expenditures or issue any obligations to finance the cost thereof for any such repair, replacement or reconstruction project unless and until such project and the financing thereof has been approved by a Majority-In-Interest. At least forty-five (45) days before making any expenditure or issuing any obligations, City shall submit a proposal in writing to those Airline Parties, having under lease land in the Cargo Area, which proposal shall include an estimate of (a) the cost of such project, (b) the expenses resulting therefrom, (c) the sources and use of funds and the terms of any financing, if any, (d) the construction schedule, descriptions and justification for any such project, (e) the proposed allocation of any costs among and within any Airport Cost-Revenue Centers and (f) the detail to enable the Airlines comprising the Majority-In-Interest to make an informed judgment on the appropriateness of such project and financing. A project and financing shall be deemed to be approved if (i) a Majority-In-Interest approves it pursuant to a certificate issued by the Airline's Representative as defined in the Airport Use Agreement or (ii) City is not notified in writing of Majority-In-Interest disapproval within thirty (30) days of the submission of such proposal by City.

3.04 Taxes. Airline shall be responsible for payment of all taxes levied against the Demised Premises. All such taxes shall be paid directly by the Airline to the appropriate taxing agency. Airline shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of receipt and shall, within thirty (30) days of payment, provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Airline from contesting such charge or tax including those enacted or promulgated by City.

3.05 Utilities. Airline shall be responsible for payment of all costs of water, electricity, natural gas, telephone service and all other utility services for the Demised Premises whether furnished by City or purchased by City on behalf of Airline or furnished by independent contractors.

Article IV.

4.01 Construction of Improvements on Demised Premises. Airline, after securing necessary permits therefor, shall at its sole expense, erect and install on the Demised Premises, the structures, aircraft parking apron, and improvements (hereinafter collectively referred to as the "Improvements") as described in Exhibit B attached hereto.

Design and construction of the Improvements shall be accomplished in accordance with the provisions of Exhibits C and D hereto.

For purposes of this section, construction of Airline's facilities on the Demised Premises may include construction of connections with any roadway, water line, sewer line, drainage ditch and utility line serving the Demised Premises, if requested by Airline, and the plans and specifications are approved by the City.

4.02 Maintenance, Replacement And Repair.

(a) Airline shall be responsible for and shall perform or cause to be performed, maintenance and repair of the Improvements and shall clean and keep clear of debris the improvements and the Demised Premises. Airline shall, at all times at the Demised Premises:

(i) Keep all fixtures, equipment and personal property in a clean and orderly condition and appearance;

(ii) Maintain the same in good condition (reasonable wear and tear excepted) and perform all ordinary repairs, replacements and inside painting, such repairs, replacements and painting by Airline to be of a quality and class not inferior to the original material and workmanship;

(iii) Control all of its vehicular traffic on the Demised Premises. Take all precautions reasonably necessary to promote the safety of its passengers, customers, business visitors and other persons, and employ such means as may be necessary to direct the movements of its vehicular traffic; and

(iv) Either directly or through an independent contractor (which independent contractor shall obtain a City permit, the issuance of which shall not be unreasonably withheld), dispose of its garbage, debris and other waste materials (including snow and ice).

(b) If the performance of any of the foregoing maintenance, repair, replacement or painting obligations of Airline requires work to be performed near an active taxiway or runway or where safety of Airport operations might be involved, Airline shall post guards or erect barriers or other safeguards, approved by the Commissioner, at such locations.

4.03 Title. Title to the Improvements shall vest in City upon certification by an engineer employed by City that construction of the Improvements has been completed.

4.04 Signs. Any advertising signs installed by Airline on the Demised Premises shall be limited to those which advertise the air transportation business of the lessee or its assigns or sublessees. The number, general type, size, design and location of such signs shall be subject to the prior approval of the Commissioner of Aviation whose approval shall not be unreasonably withheld.

4.05 Lighting. Airline shall install, maintain, and operate such obstruction or warning lights on structures located on the Demised Premises as may from time to time be required to conform to standards prescribed by City and the Federal Aviation Administration or any other governmental agency having jurisdiction over the Demised Premises.

4.06 Covenant Against Liens. Airline shall keep the Demised Premises and the Improvements free and clear of liens, except as may be approved by City, which might arise out of any act by Airline; provided however, that Airline may, in good faith, contest the validity of any lien.

4.07 Performance by City Upon Failure of Airline to Maintain. In the event Airline fails to perform for a period of forty-five (45) days after notice from City so to do, any obligation imposed on Airline by this Agreement, City may enter the Demised Premises (without such entering causing or constituting a termination of this Lease or an interference with the possession of said premises by Airline) and do all things necessary to perform such obligation, charging to Airline the cost and expense thereof. Airline shall pay City such charge when invoiced in addition to any other amounts payable by Airline hereunder; provided, however, that if Airline's failure to perform any such obligation endangers the safety of the public or of employees of City, and the notice to Airline so states, the City may perform such obligation of Airline at any time and Airline shall pay the cost and expense of such performance.

4.08 Inspection. City, by its representatives, shall have the right at any reasonable time, and as often as it considers necessary, to inspect the Demised Premises and direct Airline to make ordinary repairs. City representatives shall notify Airline's representative on the Demised Premises at the beginning of any inspections.

4.09 Non-Disturbance. The operations of Airline and its employees on the Demised Premises shall be conducted in an orderly and proper manner so as not to annoy, disturb or be offensive to others at the Airport. Upon request from City to Airline to correct the demeanor, conduct, or appearance of Airline's employees, Airline shall forthwith comply with such request.

Article V.

5.01 Facilities Furnished by City. City shall deliver the Demised Premises in a rough graded condition in accordance with the specifications of O'Hare Development Project No. 402. City makes no warranty as to the soil conditions of the Demised Premises or the adequacy of the Demised Premises for Airline's intended purpose other than that the site has been prepared in accordance with O.D.P. 402. City shall construct taxiways, roadways, water lines, sewer lines, utility lines and drainage ditches serving the Demised Premises, substantially as described in Exhibit B hereto. Airline may use such taxiways, roadways, waterlines, sewer lines and drainage ditches in common with others; provided, however, that Airline shall be required to pay to City its established charge for direct metered water supplied by City to Airline through any such water line. Airline shall pay all charges for electricity furnished to the Demised Premises.

5.02 Maintenance and Operation of Airport. City shall operate and maintain, in a manner consistent with that of a reasonably prudent operator of an airport, and keep in good condition and repair, all taxiways, roadways, water lines, sewer lines, drainage ditches, additions, improvements, facilities and equipment now or hereafter provided by City serving the Demised Premises but located outside the Demised Premises, including the removal of snow, ice, vegetation, stones and other foreign matter as reasonably as may be done, from taxiways, connections therefrom, and roadways.

5.03 Exclusive Possession. Subject to the provisions of this Lease, City covenants that so long as Airline performs all of its obligations hereunder, it shall be entitled to and shall have the exclusive possession and enjoyment of the Demised Premises, and the rights and privileges leased to it hereunder.

5.04 Performance by Airline Upon Failure of City to Maintain and Operate. In the event City fails to perform for a period of forty-five (45) days after notice from Airline so to do, any obligation required under this Agreement to be performed by City, Airline may perform such obligation of City and City shall pay to Airline the cost and expense of such performance, but Airline shall not deduct any such cost and expense from any amounts due hereunder. If City's failure to perform such obligations endangers the safety of Airline's operations at the Airport and Airline so states in its notice to City, Airline may perform such obligations and City shall pay for Airline's cost and expense of such performance if the City has not commenced performance of its obligations after receipt of such notice.

Article VI.

6.01 Rules And Regulations.

(a) Airline shall obey all rules and regulations governing the conduct and operation of the Airport promulgated from time to time by City; provided, however, that such rules and regulations must be neither (i) inconsistent with the reasonable exercise by Airline of any right or privilege granted to it hereunder or under any other agreement between Airline and City relating to the Airport, nor (ii) inconsistent with the rules, regulations, or orders of any federal or state agency having jurisdiction over the Airport. Except in cases of emergency, no such rule or regulation shall be applicable to Airline unless it has been given fifteen (15) days notice of the adoption thereof.

(b) City shall keep Airline supplied with five (5) sets of City's current Airport rules and regulations applicable to Airline.

(c) City shall have no control over the rates, fares or charges that Airline may prescribe in connection with its conduct of Airline's air transportation business.

(d) Nothing herein shall be construed to prevent Airline from contesting in good faith any rule or regulation of the Airport, without being in breach thereof, so long as such contest is diligently commenced and prosecuted by Airline.

Article VII.

7.01 Exercise by City of Governmental Functions. Nothing contained herein shall impair the right of City, in the exercise of its governmental functions, to require Airline to pay any tax or inspection fee or to procure necessary permits or licenses provided such requirement is not inconsistent with the rights and privileges granted hereunder or under the Airport Use Agreement.

Nothing herein shall be construed to prevent Airline from contesting in good faith any tax or inspection fee so long as such contest is diligently commenced and prosecuted by Airline.

Article VIII.

8.01 Insurance. Airline shall maintain, or cause to be maintained, at its own expense, insurance with respect to its property and business against such casualties and contingencies (including but not limited to public liability) in such amounts as are customary in the case of similarly situated persons in the Air Transportation Business.

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

8.02 Insurance on Improvements During Construction. Airline, or Airline's designated representatives, shall, until the date upon which the Improvements are certified as complete by an engineer employed by City, keep in force insurance issued by a responsible insurance company or companies, insuring City against all liabilities for public liability or property damage arising out of or in connection with the construction upon or the use and occupancy of the Demised Premises, in amounts of comprehensive insurance acceptable to City. Such policies shall insure the Improvements during construction under completed builder's risk insurance, against fire, with extended coverage insuring against, among other things, vandalism and sprinkler leakage in an amount equal to the full replacement value of the Improvements under construction as the same progresses in order to assure continuity of construction and ultimate completion despite damage or destruction suffered during the course thereof.

8.03 Insurance Of Improvements After Completion Of Construction.

(a) The Improvements shall be insured at all times, on and after the date upon which completion thereof is certified by an engineer employed by City, and during the term hereof, under a so-called "fire and extended coverage policy or policies," issued by a responsible insurance company or companies, which policy or policies shall specifically insure against loss or damage by fire, lightning, collision, explosion, strikes, riots, civil commotions, malicious damage, tornado, windstorm or snow damage in the amount of full replacement value. Such insurance policy or policies shall be taken out and maintained by Airline. All such insurance policies shall name City as an additional insured thereunder,

and shall provide that proceeds of such insurance shall be payable to City or Airline as their interests appear. Any costs incurred by City under such insurance policies shall be paid by Airline to City at the office of City Comptroller of City within thirty (30) days after receipt by Airline of a statement therefor.

(b) If any building or improvement constructed on the Demised Premises is damaged or destroyed on or after the date of completion of the Improvements as certified by an engineer employed by the City, and if any insurance proceeds are payable by reason thereof, Airline shall immediately after such damage or destruction cause to be prepared plans, specifications and estimates of cost for repairing, replacing or reconstructing the damaged or destroyed property in accordance with the original design, subject to such modifications thereof as may be approved by Airline and City. City shall be entitled to participate in the preparation of such plans and specifications, and must approve them prior to the commencement of reconstruction. Such insurance proceeds shall be applied, as promptly as practicable, to the repair, replacement or reconstruction of the damaged or destroyed property, in accordance with such plans and specifications.

8.04 Proof of Insurance. Airline shall provide Certificates of Insurance as to all insurance policies required under this article. Said policies shall be delivered to the Commissioner. Airline shall notify the Commissioner twenty-five (25) days in advance of any change in such policies and furnish, within thirty (30) days of receipt of such change from the insurance carrier, copies of such policy change.

Article IX.

9.01 Abatement in the Event of Closing. In the event that the Airport is closed for a period of time in excess of five (5) consecutive days by any order or direction of City or any other governmental authority or agency, or by any order or direction of any court of competent jurisdiction not stayed by way of appeal or otherwise then the rent payable by Airline shall abate for the period of such closing.

9.02 Abatement on Account of Casualty. (a) If due to damage or destruction by fire or other casualty, not due to any fault of Airline, any of the facilities to be furnished by City outside the Demised Premises as provided in Section 5.01 hereof are rendered unusable to such an extent as to substantially impair the ability of Airline to conduct normal operations on the Demised Premises, then the rent payable hereunder by Airline for the Demised Premises shall be paid up to the date of such damage or destruction. Such rent shall thereafter abate in an amount directly proportional to the extent Airline's ability to conduct normal operations on the Demised Premises is impaired by such damage or destruction unless and until City thereafter furnishes adequate temporary substitute facilities and expeditiously restores the facilities so damaged or destroyed; provided, however, that if City fails to repair such damage or destruction so that Airline's ability to conduct normal operations on the Demised Premises is substantially impaired for more

than ninety (90) days, then Airline at its option may, by giving to City at least thirty (30) days prior notice, terminate this Lease. City shall not be liable to Airline for damages for City's failure to furnish such temporary substitute facilities or for City's failure expeditiously to restore such facilities.

(b) If due to damage or destruction by fire, Act of God, or other casualty affecting the Airport, Airline's use of the Airport in its conduct of an air freight transportation business is substantially affected, then, without any prejudice to any right of termination hereunder, Airline shall have the right, upon notice to City, to the abatement of a just proportion of the rent provided herein from the time of such notice until normal operations are permitted.

(c) Should the City determine that such casualty, damage or destruction does not substantially impair the ability of the Airline to conduct normal operations requiring the City to provide substitute facilities or repair of the Demised Premises, or if the City disputes the just proportion of rent to be abated, no rent shall abate and Airline shall pay rent due hereunder identifying that portion of rent which it disputes and pays under protest and the reasons for such protest. Copies of such protest shall be delivered to the Commissioner. Within thirty (30) days of receipt of said protested rent, City shall notify Airline of either its acceptance of the protest, in which case such protested amount shall be refunded, or its denial of such protest. If such protest is denied, the City shall retain all protested funds pending a final resolution by a court of competent jurisdiction. The failure of the Commissioner to respond to Airline's protest within thirty (30) days shall be deemed an acceptance of such protest by the Commissioner.

(d) Except as otherwise expressly set forth herein, Airline shall have no right to rent abatement or set-off of any kind.

Article X.

10.01 Release of City. (a) City shall not be liable to Airline, or to Airline's agents, representatives or employees, for any injury to, or death of, any of them or of any other person or for any damage to any of Airline's property or loss of revenue, caused by any third person in the maintenance, construction, or operation of facilities at the Airport, or caused by any third person using the Airport, or caused by any third person navigating any aircraft on or over the Airport, whether such injury, death, or damage is due to negligence or otherwise.

(b) City shall not be liable to Airline for damage to property of Airline or any loss of revenues to Airline resulting from City's acts or omissions in the maintenance and operation of the Airport except those caused by the active negligence of the City.

10.02 Regulating the Airport. Except as otherwise expressly set forth herein, City reserves the right to regulate, police, and further develop, improve, reconstruct, modify, or otherwise alter the Airport in City's sole discretion.

10.03 Indemnity. (a) Airline shall pay, and shall protect, indemnify and save City, its agents, officers and employees, harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses), causes of action, suits, claims, demands, judgments, awards and settlements including, without limitation, payments of claims or liability resulting from any injury to or death of any person or damage to property, and costs of acquisition of real property as a result of claims described in subsection (i) below, in each case, arising out of the following except to the extent caused by the negligence of City or its agents, officers and employees) and only to the extent City is not reimbursed out of insurance proceeds thereof:

(i) Suits alleging a taking of property or interests in property without just compensation, trespass, nuisance, or similar suits based upon the use of the Airport for the landing and taking-off of aircraft;

(ii) Airline's use or occupancy of the Airport or non-use (if such non-use is contrary to Airline's obligations hereunder) of any premises demised to Airline hereunder;

(iii) The condition of Airline's Demised Premises, including any equipment or facilities at any time located thereon, and any repairs, construction, alterations, renovation, relocation, remodeling and equipping thereof or thereto; or

(iv) The violation by Airline of any agreement, warranty, covenant or condition of this Agreement, of any other contract, agreement or restriction relating to the Airport, or of any law, ordinance, regulation or court order affecting the Airport.

(b) City shall promptly notify Airline in writing of any claim or action brought against City in respect of which indemnity may be sought by City against Airline hereunder, setting forth the particulars of such claim or action and shall furnish Airline with a copy of all suit papers and legal process. Airline shall assume and have full responsibility for the defense of settlement thereof, including the employment of counsel, and the payment of all expenses and all settlements or judgments. City shall cooperate fully with Airline in the defense of any case hereunder, and may employ separate counsel in any such action and participate in the defense thereof.

Article XI.

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

(a) The failure by Airline to pay any rentals, charges or fees required to be paid hereunder at the times specified herein;

(b) The dissolution or liquidation of Airline, provided, however, that the term "dissolution or liquidation of Airline," as used in this subsection, shall not be construed to include the cessation of the corporate existence of Airline resulting either from a merger or consolidation of Airline into or with another corporation;

(c) The admission by Airline of insolvency or bankruptcy or the inability of Airline to pay its debts as they mature, or the failure by Airline to pay its debts as such debts become due, or the making by Airline of an assignment for the benefit of creditors or the application by Airline for or the consent to the appointment of a trustee, custodian or receiver for Airline, or for the majority part of its property;

(d) The appointment of a trustee, custodian or receiver for Airline or for the major part of its property without discharge thereof within thirty (30) days after such appointment;

(e) The institution by or against Airline of bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings for relief under bankruptcy law or similar law for the relief of debtors (other than bankruptcy proceedings instituted by Airline against third parties), and if instituted against Airline, the allowance against Airline or the consent thereto by Airline, or the failure by Airline to have such proceedings dismissed, stayed or otherwise nullified within sixty (60) days after such institution;

(f) The abandonment by Airline of its air transportation of cargo and freight at the Airport; or

(g) The failure by Airline to observe and perform any covenant, condition or agreement in this Agreement on the part of Airline to be observed or performed, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to Airline by City, unless City agrees in writing to an extension of such time prior to its expiration; provided, however, that any such failure which can be cured but which cannot with due diligence be cured within such thirty (30) day period shall not constitute default if corrective action is instituted by Airline within the applicable period and diligently pursued until the failure is corrected.

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

Article XII.

12.01 Recovery Of Possession By City.

(a) If Airline abandons the Demised Premises, or if this Lease is terminated, Airline's right to the possession of the Demised Premises shall terminate, with or without any further notice or demand whatsoever. In such event, Airline shall surrender possession of the Demised Premises immediately, and City shall have the right to enter into and upon

the Demised Premises, or any part thereof, to take possession thereof, as against Airline and any other person claiming through it, and to expel and remove Airline and any other person claiming through it who may be occupying the Demised Premises. City may use such force in so expelling and removing Airline and said other person as may reasonably be necessary, and such repossession shall not cause forfeiture of rent due hereunder, nor a waiver of any covenant, agreement or promise herein contained to be performed by Airline.

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

Article XIII.

13.01 Termination By Airline.

(a) Airline may terminate this Lease and any or all of its obligations hereunder if (i) at such time Airline is not in default in the payment of any amount due from it to City and (ii) any one or more of the following events has occurred:

- (1) The failure or refusal of the Federal Aviation Administration to approve all operations into and from the Airport of aircraft of any type operated by Airline and continuance thereof for a period of at least sixty (60) days, so long as such failure or refusal is not due to any fault of Airline.
- (2) The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof so as to substantially affect Airline's use of the Airport in its conduct of an air transportation system and the remaining in force of such injunction, not stayed by way of appeal or otherwise, for a period of at least sixty (60) days.
- (3) The issuance of any order, rule or regulation or the taking of any action by the Federal Aviation Administration or other competent government authority, or the occurrence of any fire or other casualty, substantially affecting, for a period of at least sixty (60) days, Airline's use of the Airport in its conduct of an air transportation business; provided, however, that none of the foregoing shall be due to any fault of Airline.
- (4) The default by City in the performance of any material covenant or agreement required to be performed by City herein or in any other agreement between City and Airline relating to the Airport or any part thereof, and the failure of City to remedy such default, or to take prompt action to remedy such default, within a period of sixty (60) days after receipt from Airline of notice to remedy the same.

- (5) The substantial restriction of City's operation of the Airport by action of any governmental agency or department, and continuance thereof for a period of not less than sixty (60) days, provided such restriction adversely affects Airline's operations at the Airport.

No waiver by Airline of default of any of the terms, covenants or conditions hereof, or of any other agreement between City and Airline relating to the Airport or any part thereof, to be performed, kept and observed by City shall be construed to be or act as a waiver of any subsequent default of any of such terms, covenants and conditions.¹

Any termination by Airline pursuant to Sections 13.01(a)(1), (2), (3) or (5) shall not occur unless the Airline serves upon the Commissioner and Corporation Counsel notice of said termination, or intent to terminate thirty (30) days prior to such termination together with a statement of how the substantial operations of the Airline have been affected.

Article XIV.

14.01 Right of Airline to Remove Property. Airline shall be entitled during the term of this Lease, and for a reasonable time (not exceeding forty-five (45) days) after its termination, to remove from the Demised Premises all trade fixtures, tools, machinery, equipment, materials and supplies placed thereon by it pursuant to this Lease, subject to any valid lien City may have thereon for unpaid rent or other amounts payable by Airline to City hereunder or under any other agreement between City and Airline relating to the Airport or any part thereof; provided, however, that Airline shall promptly repair all damage resulting from such removal, reasonable wear and tear excepted.

Article XV.

15.01 Nondiscrimination in the Use of the Demised Premises by Airline. This Agreement involves the construction or use of or access to space on, over or under real property acquired or improved under the Airport Development Aid Program of the Federal Aviation Administration, and therefore involves activity which serves the public.

Airline, for itself, its personal representative, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (a) no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities; (b) that no person on the grounds of race, creed, color, religion, age, sex, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of improvements on, over, or under such land and the furnishing of services thereon; and (c) that Airline shall use the Demised Premises in compliance with all other requirements imposed by or pursuant to regulations of the United States Department of Transportation.

15.02 Nondiscrimination in Furnishing Services. Airline agrees to furnish services on a fair and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; provided, that Airline may be allowed to make reasonable and nondiscriminatory discounts, rebates, and other similar types of price reductions.

15.03 Affirmative Action.

(a) Airline assures that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, age, sex, or national origin, be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Airline assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airlines assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. Airline assures that it will require that its covered suborganizations provide assurances to Airline that they similarly will undertake an affirmative action program and that they will require assurance from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E, to the same effect.

(b) Airline specifically agrees that it will comply with the provisions of Exhibit D relating to Disadvantaged Business Enterprises, Affirmative Action Procedures, and Equal Employment Opportunity and Residency for Construction of the Project.

Article XVI.

16.01 Definitions. The following words, terms and phrases, shall, for purposes of this agreement, have the following meanings:

(1) "Abandonment" or "Abandons" means the cessation of the use of the Demised Premises by the Airline of all of the uses permitted under this Agreement in Section 1.02, other than for reasons of strikes or Force Majeure, for a period of 60 days.

(2) "Agreement" means this Cargo Building Site Lease, as hereafter amended or supplemented from time to time in accordance with its terms.

(3) "Airline" means, at any time, the lessee of the Demised Premises referenced in Section 1.01.

(4) "Air Transportation of Freight and Cargo" means the carriage by aircraft of property, cargo or mail as a common carrier for compensation or hire in commerce. Air Transportation of freight and cargo shall not mean the transportation of persons for compensation by aircraft in commerce.

(5) "Airport" means Chicago-O'Hare International Airport, together with any additions thereto, or improvements or enlargements thereof, hereinafter made, but any land, rights of way, or improvements which are now or hereafter owned by or are part of the transportation system operated by the Chicago Transit Authority, or any successor thereto, wherever located within the boundaries of the Airport, shall not be deemed to be part of the Airport.

(6) "Airport Use Agreement" means the Amended and Restated 1983 Airport Use Agreement and Terminal Facilities Lease.

(7) "City" means the City of Chicago, a municipal corporation, a home rule unit existing under the laws of the State of Illinois.

(8) "Demised Premises" means, at any time, those areas and facilities which are leased to such Airline for its exclusive occupancy and use as defined in Section 1.01.

(9) "Federal Aviation Administration" (sometimes abbreviated as "F.A.A.") means the Federal Aviation Administration created under the Federal Aviation Act of 1958, as amended, or any successor agency thereto.

(10) "Fiscal Year" means January 1 through December 31 of any year or such other fiscal year as City may adopt for the Airport.

(11) "Force Majeure" means an earthquake, flood, Act of God, riot, civil commotion or other occurrence or condition of like nature or any regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities or war.

(12) "Improvements" means the building structure, aircraft parking apron, and vehicular parking and loading areas as described in Exhibit B attached hereto and herein incorporated by reference.

(13) "Operation and Maintenance Expenses" (sometimes abbreviated as "O. & M. Expenses") means, for the Cargo Area, for any Fiscal Year, the costs incurred by the City in operating and maintaining the common areas of the Cargo Area during such Fiscal Year, either directly or indirectly by allocation to the Cargo Area by City in accordance with the practices and procedures of City historically used under the 1959 Airport Use Agreement and remaining in effect under the 1983 Airport Use Agreement, as amended, including without limitation:

(a) the following costs and expenses incurred by City for employees of City employed with respect to the Cargo Area at the Airport, or doing work involving the Cargo Area at Airport: direct salaries and wages (including overtime pay), together with payments or costs incurred for associated payroll expense, such as union contributions, cash payments to pension funds, retirement funds or unemployment compensation funds, life, health, accident and unemployment insurance premiums, deposits for self-insurance, vacations and holiday pay, and other fringe benefits;

(b) costs of materials, supplies, machinery and equipment and other similar expenses which, under generally accepted accounting principles, are not capitalized;

(c) costs of maintenance, landscaping, decorating, repairs, renewals and alterations not reimbursed by insurance, and which, under generally accepted accounting principles, are not capitalized;

(d) costs of water, electricity, natural gas, telephone service and all other utilities and services whether furnished by City or purchased by City and furnished by independent contractors at or for the Cargo Area;

(e) costs of rentals of equipment or other personal property;

(f) costs of premiums for insurance, including property damage, public liability, burglary, bonds of employees, workers' compensation, disability, automobile, and all other insurance covering the common areas of the Cargo Area or its operations;

(g) costs incurred in collecting and attempting to collect any sums due City in connection with the operation of the Cargo Area;

(h) costs of advertising at or for the Cargo Area;

(i) except to the extent capitalized, compensation paid or credited to persons or firms appointed or engaged, from time to time, by City to render advice and perform architectural, engineering, construction management, financial, legal, accounting, testing or other professional services in connection with the operation, expansion, alteration, reconstruction, betterment or other improvement of the common areas of the Cargo Area or any of its structures or facilities; and

(j) all other direct and indirect expenses, whether similar or dissimilar, which arise out of City's operation of the Cargo Area, and which, under generally accepted accounting principles, are properly chargeable as expenses to the common area of the Cargo Area, including any taxes payable by City which may be lawfully imposed upon the Airport by entities other than City.

(14) "Runways" means, at any time, runways at the Airport for the landing and taking-off of aircraft.

(15) "Supervising Consultant" means a consultant selected by the City with expertise in the planning and construction of airports and facilities thereof.

(16) "Taxiways" means, at any time, taxiways and taxilanes at the Airport for the ground movement of aircraft to, from and between the runways, the Demised Premises, and other portions of the Airport.

16.02 Incorporation of Exhibits. The following exhibits attached hereto are made a part of this Agreement:

Exhibit A -- The Demised Premises

Exhibit B -- Description of Improvements

Exhibit C -- Procedures for Design and Construction of Improvements

Exhibit D -- Equal Employment and Affirmative Action

Exhibit E -- Cargo Area Layout Plan.

Article XVII.

17.01 Notices. All notices to City provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to the Commissioner of Aviation of the City of Chicago, City Hall, Chicago, Illinois 60602, or to such other address as City may designate from time to time by notice to Airline or as required by this Agreement, and shall be deemed given when so mailed. All notices to Airline provided for herein shall be in writing and may be sent by registered mail, postage prepaid, addressed to Airline, United Air Lines, Inc., P.O. Box 66100, Attention: V.P. - Facilities & Airport Affairs, Chicago, Illinois 60666 or to such other address as Airline may designate from time to time by notice to City, and shall be deemed given when so mailed.

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

17.03 Remedies Cumulative. The rights and remedies granted in this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

17.04 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Lease.

17.05 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

17.06 Construction and Consent to Jurisdiction. This Lease shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Illinois.

17.07 Late Payments. Any payment required to be made by Airline under this Lease which is not paid within five (5) days of its due date shall bear interest at the rate of four (4) points above the highest "prime" lending rate of interest announced from time to time by the four largest commercial banks in Chicago, determined on the basis of total assets.

17.08 Counterparts. This Lease may be executed in counterparts, each of which shall be an original, and collectively shall be one instrument.

17.09 Amendments. This Lease constitutes the entire agreement of the parties with respect to the subject matter contained herein, and may not be modified or amended except in a writing signed by both parties.

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

[Signature forms omitted for printing purposes.]

[Exhibits "B" and "E" printed on pages 17329 through 17331 of this Journal.]

Exhibits "A", "C" and "D" attached to this Cargo Building Site Lease read as follows:

Exhibit "A".

Depiction Of Demised Premises.

Approximately fifteen (15) acres of apron paving and a building with a total area of approximately six hundred fifty thousand (650,000) square feet.

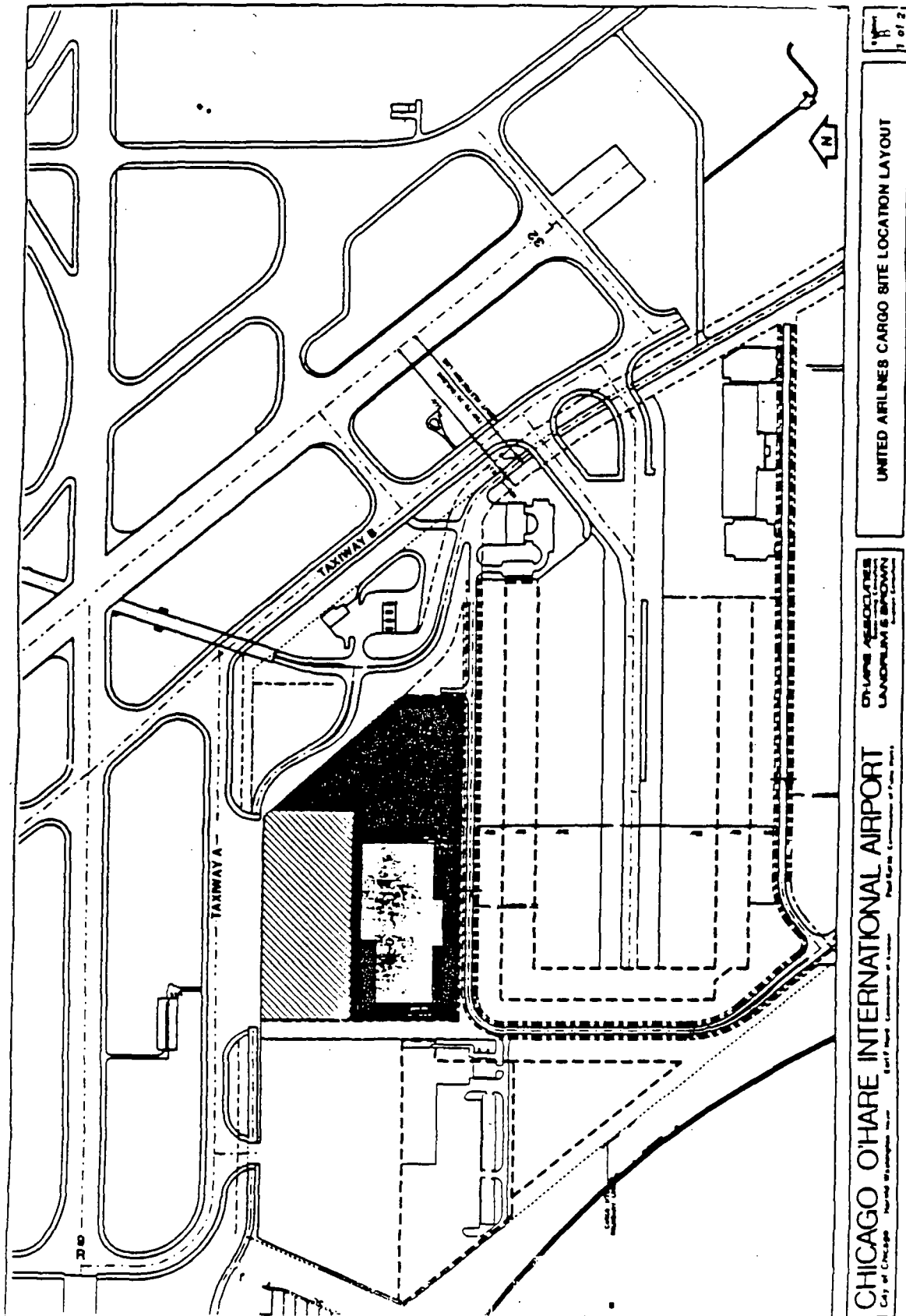
Exhibit "C".

Procedures For Design And Construction Of Improvements.

Paragraph 1. Responsibility for Design and Construction. Airline shall undertake the design and construction of the Improvements. Airline will negotiate and award, design and construction contracts and supervise the design, construction and installation of the

(Continued on page 17332)

Exhibit "B"
(Page 1 of 2)



JUNE 2, 1987
REVISED JUNE 25, 1987

Exhibit "B"
(Page 2 of 2)

Exhibit "E"

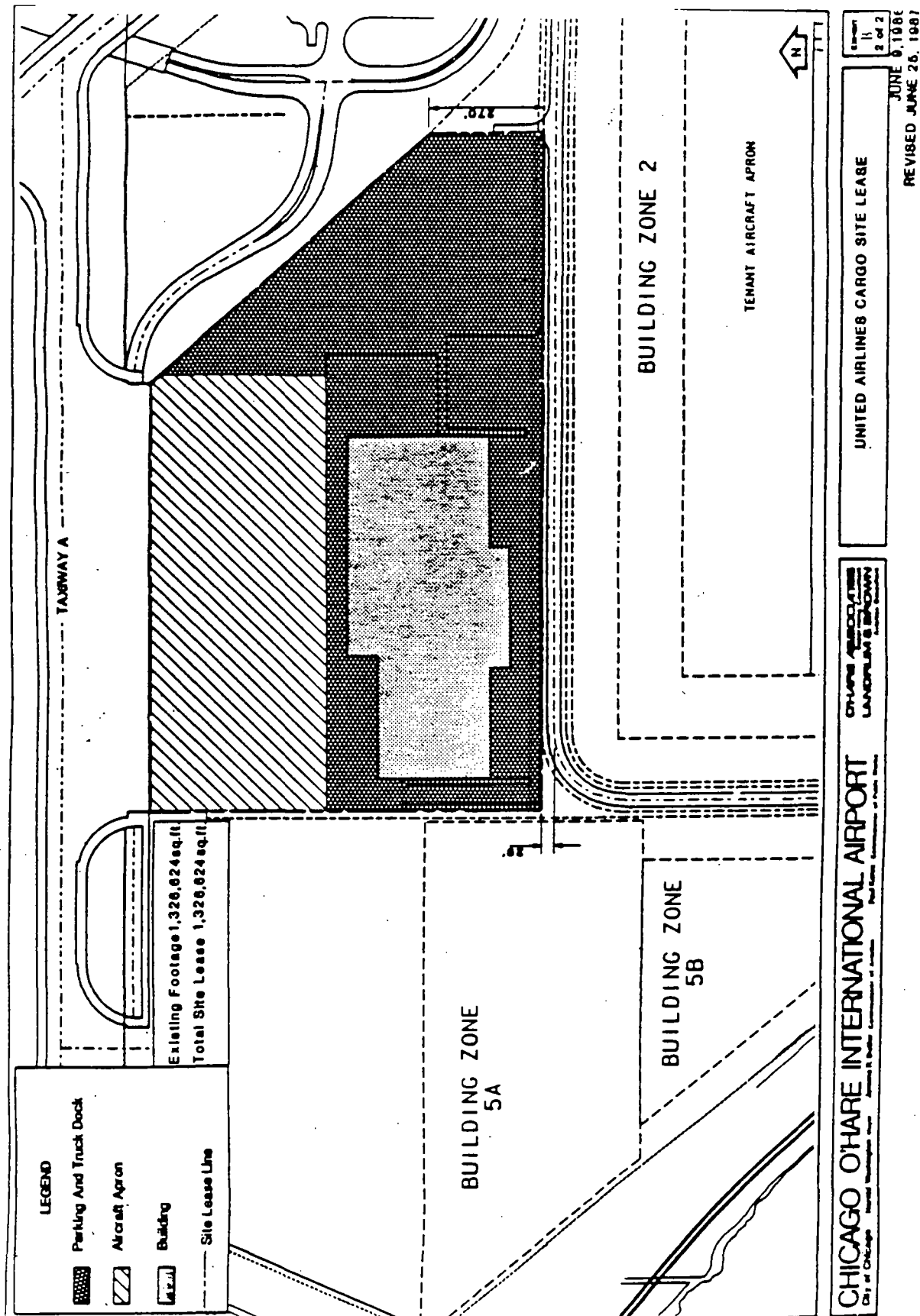
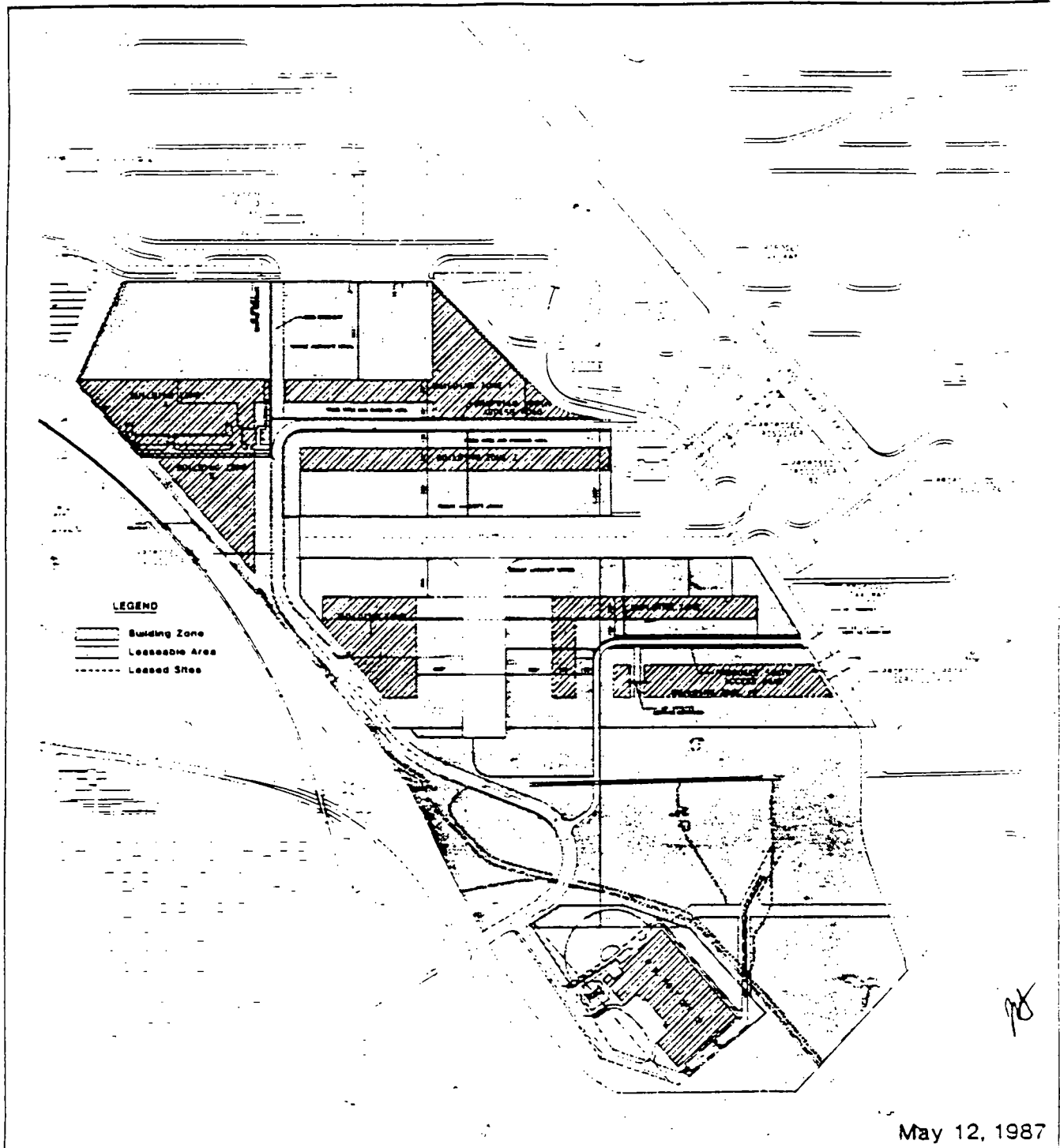


Exhibit "E"



CHICAGO O'HARE INTERNATIONAL AIRPORT
 City of Chicago Harold Washington Mayor Earl E. Ford Commissioner of Aviation Paul Kares Commissioner of Public Works

O'HARE ASSOCIATES
 LANDRUM & BROWN
 Architect-Engineers

2 of 2

Southwest Cargo Area

EXHIBIT
 E-1

(Continued from page 17328)

Improvements throughout until their completion. In order to expedite construction of the Improvements, contracts associated with the design, construction and installation of the Improvements may be negotiated rather than competitively bid. Subject to the provisions of Paragraph 2 hereof, Airline may commence the acquisition, construction and installation of the Improvements at any time after the execution and delivery of this Lease and agrees that it will commence the acquisition, construction and installation of the Improvements as promptly as practicable, and that it will complete the acquisition, construction and installation of the Improvements with all reasonable dispatch.

Paragraph 2. Coordination with City. The design and construction of the Improvements will be in accordance with O'Hare design procedures and standards and reasonable construction standards established or approved by City. Such procedures and standards will not impose on Airline stricter or more rigid procedures or standards than are applied to other airlines at the Airport. Such procedures and standards will be established in a timely manner.

(a) Project Planning and Design Phase. Airline will submit, or cause to be submitted, to City's Commissioner of Aviation and Commissioner of Public Works (the "Commissioners") proposed plans and specifications for the Improvements for review and comment by City. Such plans and specifications and all amendments thereto shall be subject to the approval of the Commissioners, which approval shall not be unreasonably withheld. The Commissioners will approve, conditionally approve or disapprove submissions of any such plans and specifications within ten (10) business days or as mutually agreed to following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor. Notwithstanding the fast track construction procedures, Airline will complete each contract package to a reasonable level of detail (including alternate designs selected by Airline for major structural, mechanical, electrical and architectural elements) that will allow City appropriate review upon which to base the approval.

(b) City Construction Coordinator and Staff. The Commissioners shall designate a supervising consultant (the "Supervising Consultant") which shall act on behalf of City with respect to all matters related to the design and construction of the Improvements and the coordination of construction of the Improvements with the operation of the Airport. Airline will provide reasonable administrative space for the Supervising Consultant contiguous to the Demised Premises. The Supervising Consultant shall provide such personnel as shall be necessary from time to time. All of City's communications to Airline with respect to the design and construction of the Improvements shall be made by or through the Supervising Consultant or the Commissioners. The cost of the Supervising Consultant shall be paid initially by City and reimbursed by Airline. City agrees to use its best efforts to keep the cost of such personnel as low as reasonably practicable, and in no event shall the aggregate amount of reimbursement to City hereunder exceed \$425,000. City shall provide for Airline's review in November or December of each year during the period of construction, a definitive statement of Supervising Consultant services and required manpower and dollar budgets by month, with regard to the Improvements for the following calendar

year. City shall provide Airline a detailed review and analysis of actual expenditures against budgets, including reallocation of budgets if required, with regard to the Improvements on a semi-annual basis. More frequent budget reviews will be provided at Airline's request. City shall provide Airline monthly invoices that describe time charges of Supervising Consultant staff assigned to the Improvements. Airline may, within ten (10) days of such provision, request a meeting with City to review and discuss such invoices. City shall hold such meeting or provide Airline with a reasonable opportunity for such a meeting, and give due consideration to Airline's concerns and recommendations regarding such invoices. Airline further may request City to review and audit Supervising Consultant invoices related to the Improvements at any time. Airline shall, upon request, receive copies of all such audits performed by City and may interview the personnel who performed such audits.

(c) Airline to Provide Information. Prior to the start of design of the Improvements and thereafter as may be necessary to provide the Commissioners with current and complete information as to the construction of the Improvements, Airline shall submit to the Commissioners through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed through the Supervising Consultant (i) initial and updated construction schedules (which shall be reviewed by the Supervising Consultant for their impact and relation to other construction projects at the Airport) indicating the proposed and/or actual sequence of all construction contracts and subcontracts and the estimated date of completion of the work under each such contract, (ii) initial and updated site utilization plans, including contract limit lines, storage and office areas and proposed temporary alterations or detours intended to maintain public access and support services, to, from, through or past operating facilities at the Airport, and (iii) Airline's initial and updated estimates of the aggregate cost of the Improvements.

(d) Construction Phase. City shall have the right to monitor the construction of the Improvements to assure that the facilities which comprise the Improvements are constructed and installed in conformity with the plans, specifications and standards therefor. In order to assist City in monitoring the construction of the Improvements the general contractor shall submit, or cause to be submitted, to the Supervising Consultant, for information and record purposes, copies of all (i) field test reports, (ii) equipment purchase orders reflecting a cost in excess of \$100,000, (iii) material certificates, (iv) approved shop drawings, (v) requests for payment to contractors or subcontractors, (vi) progress reports, (vii) notification of substantial completion of the Improvements and final acceptance thereof, (viii) maintenance and operations manuals, and (ix) any other documents related to the Improvements which may be reasonably requested by City. No change order which materially changes the scope of the Improvements shall be effected by Airline without the approval of the Supervising Consultant as to compliance with the plans and specifications, which approval shall not be unreasonably withheld. The Supervising Consultant will approve, conditionally approve or disapprove submissions of change orders within ten (10) business days following receipt thereof. Any conditional approval or disapproval shall be accompanied by an explanation as to the reason therefor.

In the event the Supervising Consultant determines that the construction of the Improvements is at material variance from the plans, specifications and standards therefor, Airline shall use its best efforts to expeditiously resolve such variance through immediate consultation with representatives of Airline's architect and the general contractor provided that the City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence, in which case, the City shall inform the Airline of such variance as soon as reasonably possible.

If such consultation fails to achieve a result satisfactory to the Supervising Consultant, by written notice to Airline, the Supervising Consultant may, until it has been determined under the applicable contract that the work has been performed without material variance from the plans and specifications for such contract, (a) suggest to Airline that it withhold payments from any contractor or subcontractor which has performed, in the judgment of the Supervising Consultant, work which is at material variance from the plans and specifications, or (b) suggest to Airline that it stop work on any portion of the Improvements directly affected by such variance from the plans, specifications and standards. If Airline's response is, in the opinion of the Commissioners, not acceptable to City, the Commissioners may direct Airline to stop work on any portion of the Improvements that are in variance with the plans, specifications and standards if such variance creates an immediate danger to the safety of persons or property at the Airport.

Any work or material which is at material variance from the plans and specifications therefor shall be corrected or replaced by Airline, provided that City informs Airline of such variance within ten (10) business days following the performance of such work unless such variance could not have been discovered with due diligence in which case City shall inform Airline of such variance as soon as reasonably practicable. If such work or material is not corrected or replaced by Airline within thirty (30) days following notice from City to Airline, City may cause such work to be corrected or such material to be replaced, with its own forces or otherwise, at the expense of Airline, provided that in the event such work cannot be corrected or such material shall be afforded such additional reasonable time as may be necessary to correct such work or replace such material.

Paragraph 3. Access to Project Site. Airline, and its architects, engineers and contractors, shall have full and complete access to the Demised Premises and other areas of the Improvements, provided that such access shall not unreasonably interfere with the operation of the Airport. The Supervising Consultant shall have authority to arrange and shall arrange such access. It is Airline's responsibility to cooperate with the City to coordinate its design and construction with all other development projects at the Airport. Airline is solely responsible for any cost it or its contractors incur due to such coordination.

Exhibit "D".

Equal Employment And Affirmative Action.

Paragraph 1. Minority And Women Business Enterprises.

Airline shall provide for the participation of Minority and Women Business Enterprises to the maximum extent possible in the design and construction of the Improvements. To this end, Airline shall establish a policy for the utilization of Minority and Women Business Enterprises, a liaison with the Department of Aviation and Department of Purchasing for Minority and Women Business Enterprises, a goal for the award of design and construction contracts, and a reporting procedure.

Paragraph 2. Policy.

The following statement represents Airlines's policy regarding equal opportunity and a Minority and Women Business Enterprise program:

Airline is committed to providing fair and representative opportunities for minorities and Minority and Women Business Enterprises in its corporate construction project. Neither Airline, nor its contractors, shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts to be utilized for any of Airline's corporate construction project. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable law, to ensure that Minority and Women Business Enterprises are afforded a fair and representative opportunity to participate in Airline's construction project contracts.

This policy shall be stated in all contracts executed for construction of the Improvements, circulated to all employees of Airline in effected departments, and made known to minority and women entrepreneurs.

Paragraph 3. Liaison.

To ensure compliance and the successful management of Airline's Minority and Women Business Enterprise program, Airline shall establish a Minority and Women Business Enterprise Liaison with City's Designated Minority and Women Business Enterprise Liaison Officer, with the U. S. Department of Transportation and with the City Department of Purchasing for the Improvements. Further, all personnel of Airline with responsibilities in the supervision of contracts for Improvements are to see that actions are performed consistent with the affirmative action goals of this exhibit.

Paragraph 4. Goals.

The goals to be met by the Airline in the design and construction of the Improvements shall be the fullest utilization of Minority Business Enterprises (M.B.E.) and Women Business Enterprises (W.B.E.) subject to the availability of M.B.E. and W.B.E. capable of performing the design and construction of the Improvements. To assure that such goals are met, the Airline shall hire City certified M.B.E. or W.B.E. as general contractor, or

construction manager for the design and construction of the Improvements. Said general contractor or construction manager shall be given full power to contract and employ subcontractors on the Improvements.

The goals of the Airline for participation by Minority and Women Business Enterprises (M.B.E. and W.B.E.) in the design and construction of the project shall be to achieve a minimum M.B.E. and W.B.E. participation not less than fifty-one percent (51%) of the total contracted expenditures for the Improvements. Airline shall make all reasonable efforts for M.B.E. and W.B.E. participation in the design of the Improvements. Should Airline be unable to achieve M.B.E./W.B.E. participation in the design of the Improvements, Airline shall award all contracts for the construction of the Improvements to Minority and Women Business Enterprises.

Should Airline determine that no M.B.E. and W.B.E. is capable or available to perform design or construction work on the Improvements, it shall notify the Commissioner of Aviation specifying the type of work required and the reasons a M.B.E. and W.B.E. is not available to perform such work. The Commissioner shall forward the Airline's statement to the Department of Purchasing who shall determine if M.B.E. and W.B.E. are available to perform the work needed. If the Department of Purchasing determines that certified M.B.E. and W.B.E. are available to perform such work, it shall notify the Airline within fifteen (15) days of the receipt of such notice by Airline of such availability and Airline will be required to utilize such M.B.E. and W.B.E. provided that such M.B.E. and W.B.E. meets the following criteria:

1. they are bondable to the amount of the proposed contract;
2. they have previously completed projects similar in size, cost and design to the proposed contract;
3. the cost of such contract or bid by such M.B.E. or W.B.E. is substantially within the range of cost estimates for the contract; and
4. they are available to perform the contract within the schedule established for the project.

If the Department of Purchasing determines that no M.B.E. and W.B.E. is available to perform such work, it shall notify Airline of a waiver of this requirement.

Paragraph 5. Eligibility.

Only those persons, firms, partnerships, corporations or other legal entities certified by the City of Chicago as a certified M.B.E. and W.B.E. shall be eligible for purposes of meeting the goals established by Paragraph 4 hereof.

Paragraph 6. Reporting.

At quarterly intervals beginning September 15, 1986, Airline shall submit to City a Minority and Women Business Enterprise progress report, on forms or on a format established by the City, that includes the following items:

- (i) the total amount of prime and subcontract awards during the quarter, and for any contract awards to Minority and Women Business Enterprises resulting therefrom, the name of the Minority and Women Business Enterprise and the amount of the contract with the Minority and Women Business Enterprise;
- (ii) the cumulative value of all prime and subcontract awards to date, and the total accumulation of all awards to Minority and Women Business Enterprises;
- (iii) a projection of the total amount of prime and subcontracts to be awarded and of Minority and Women Business Enterprise contracts to be awarded during the next quarter;
- (iv) all Minority and Women Business Enterprise subcontracts that have been completed and for which final payment has been made during the quarter; and
- (v) an evaluation of the overall progress to date towards the Improvement's Minority and Women Business Enterprise goals.

Paragraph 7. Contracting Authority Of Airline.

Nothing contained in this Exhibit D shall be deemed to amend or supersede the authority and responsibility of Airline with respect to the contracting process for the Improvements as set forth in Exhibit C.

COMMITTEE ON COMMITTEES, RULES AND ETHICS.

APPOINTMENT OF MR. RUSSELL HARDIN
AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics meeting held August 18, 1988, having had under consideration a written communication from the Honorable Mayor Eugene Sawyer (under date July 13, 1988) appointing Mr. Russell Hardin to the Board of Ethics to fill the unexpired term of Mr. Donald Benedict which expires July 31, 1990, begs leave to recommend that Your Honorable Body *Approve* the appointment of Mr. Russell Hardin to the Board of Ethics, which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD,
Chairman.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and the said proposed appointment of Mr. Russell Hardin as a member of the Board of Ethics was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. ANGELES EAMES
AS MEMBER OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics meeting held August 18, 1988, having had under consideration a written communication from the Honorable Mayor Eugene Sawyer (under date July 13, 1988) reappointing Ms. Angeles Eames to the Board of Ethics for a term expiring July 31, 1992, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Ms. Angeles Eames to the Board of Ethics, which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD.
Chairman.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Angeles Eames as a member of the Board of Ethics was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

REAPPOINTMENT OF MS. MARLENE RANKIN AS MEMBER
OF BOARD OF ETHICS.

The Committee on Committees, Rules and Ethics submitted the following report:

CHICAGO, September 14, 1988.

To the President and Members of the City Council:

Your Committee on Committees, Rules and Ethics meeting held August 18, 1988, having had under consideration a written communication from the Honorable Mayor Eugene Sawyer (under date July 13, 1988) reappointing Ms. Marlene Rankin to the Board of Ethics for a term expiring July 31, 1992, begs leave to recommend that Your Honorable Body *Approve* the reappointment of Ms. Marlene Rankin to the Board of Ethics, which is transmitted herewith.

This recommendation was concurred in by eight (8) members of the committee with no dissenting vote.

Respectfully submitted,
(Signed) ANNA R. LANGFORD,
Chairman.

On motion of Alderman Langford, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ms. Marlene Rankin as a member of the Board of Ethics was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 49.

Nays -- None.

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

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

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 twenty proposed ordinances transmitted therewith, authorizing the acceptance of bids for the purchase of city-owned vacant parcels of land.

On motion of Alderman Banks, the said proposed ordinances were *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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

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):

1404 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert E. Booker, 8222 South Winchester Avenue, Chicago, Illinois 60620, to purchase for the sum of \$2,640.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3428 described as follows:

Lot 3 in Block 9 in William A. Merigold's Resubdivision of the North 50 acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1404 South Pulaski Road, Permanent Tax No. 16-22- 222-024).

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 \$130.00 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.

1410 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Robert E. Booker, 8222 South Winchester Avenue, Chicago, Illinois 60620, to purchase for the sum of \$3,040.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, pages 3427--3428 described as follows:

Lot 5 in Block 9 in William A. Marigold's Resubdivision of North 50 acres of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1410 South Pulaski Road, Permanent Tax No. 16-22- 222-026).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$180.00 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.

3646 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302, to purchase for the sum of \$1,840.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed October 6, 1986, page 34517 described as follows:

Lot 19 (except the South 17 feet for street) in Givins & Gilbert's Subdivision of the South 15 acres of the East 1/2 of the East 1/2 of 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 3646 West Roosevelt Road, Permanent Tax No. 16-14-328-049).

Special assessments due.

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 \$184.00 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.

1524 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Emmitt Petty Sr. and Dorothy Petty, his wife, not as tenants in common, but as joint tenants, 22 W. 010 Glen Park, Glen Ellyn, Illinois, to purchase for the sum of \$3,100.00, the city-owned vacant

property, previously advertised, pursuant to Council ordinance passed October 20, 1983, pages 2707--2708 described as follows:

Lot 11 in Block 8 in Our Home Addition to Chicago, a Subdivision of the East half (except the North 50 acres thereof) of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1524 South Pulaski Road, Permanent Tax No. 16-22-230-024).

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 \$310.00 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.

1344 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Redeemed Tabernacle Church of God In Christ, 1340 South Pulaski Road, Chicago, Illinois 60623, to purchase for the sum of \$3,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, pages 38816--38817 described as follows:

Lot 19 in Block 8 in William A. Merigold's Resubdivision of the North 50 acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1344 South Pulaski Road, Permanent Tax No. 16-22-215-038).

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 \$360.00 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.

*1132--1134 South St. Louis Avenue/3501--3511
West Grenshaw Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Wallace E. Johnson, 939 North Grove, Oak Park, Illinois 60302, to purchase for the sum of \$2,800.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed December 10, 1986, page 37943 described as follows:

Lots 1 & 2 in Block 10 in the Subdivision of Lots 19 to 24 in Block 8, Lots 13 to 18, inclusive, in Block 9 & Lots 1 to 5 in Block 10 & Lots 42 to 46, inclusive, in Block 11 in 12th Street Add'n. to Chicago, being a Subdivision of that part of the Southeast 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of the Right of Way of the Chicago Great Western Railroad, in Cook County, Illinois (commonly known as 1132--1134 South St. Louis Avenue/3501--3511 West Grenshaw Avenue, Permanent Tax No. 16-14-426-017).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$280.00 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.

2102 South May Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Gilbert Gonzalez, 3536 North Bell Avenue, Chicago, Illinois 60618, to purchase for the sum of \$2,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed July 15, 1987, page 2290 described as follows:

Lot 2 in Mary Cooke's Subdivision of the East 1/2 of Block 22 in Walsh & McMullen's Subdivision of the South 3/4 of the Southeast 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2102 South May Street, Permanent Tax No. 17-20-438-022).

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 \$200.00 submitted by said bidder to the Department of General Services, 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.

1721 South Jefferson Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of John Podmajersky III, 1831 South Halsted Street, Chicago, Illinois 60608, to purchase for the sum of \$3,100.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3392 described as follows:

Lot 11 in Hull Clark's Subdivision of Lot 3 in Block 44 in Canal Trustees' Subdivision of the West 1/2 of that part of the Southeast 1/4 lying West of River of Section 21, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1721 South Jefferson Street, Permanent Tax No. 17-21-306-031).

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 \$400.00 submitted by said bidder to the Department of General Services, 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.

6646--6654 South Kenwood Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Clyde A. Gilmore, c/o A. B. Kalnitz, 123 West Madison Street, Chicago, Illinois 60602, to purchase for the sum of \$15,051.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, page 38814 described as follows:

Lots 10 & 11 in Block 11 in Oglesby's Subdivision of Blocks 10 & 11 in Wait & Bowen's Subdivision of that part of the West 1/2 of the Northeast 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, Lying West of the Illinois Central Railroad in Cook County, Illinois (commonly known as 6646--6654 South Kenwood Avenue, Permanent Tax No. 20-23-223-026).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,505.10 submitted by said bidder to the Department of General Services, 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.

418 South Kedzie Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Mervyn Dukatt, 1012 North Milwaukee Avenue, Chicago, Illinois 60622 to purchase for the sum of \$3,050.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed September 9, 1987, page 3401 described as follows:

Lot 3 in Block 1 in Subdivision of the East half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 418 South Kedzie Avenue, Permanent Tax No. 16-14-228-043).

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.2

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$305.00 submitted by said bidder to the Department of General Services, 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.

4725 South Langley Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Charles S. Williams, 4727 South Langley Avenue, Chicago, Illinois 60615, to purchase for the sum of \$3,900.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed April 1, 1987, page 40908 described as follows:

Lots 60 and 61 in Subdivision of Lots 1 and 2 in Stone and McGlashan's Subdivision of the North 1/2 of the Northeast 1/4, East of Vincennes Avenue of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4725 South Langley Avenue, Permanent Tax No. 20-10-205-007).

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 \$390.00 submitted by said bidder to the Department of General Services, 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.

1002 East 41st Place/4107 South Ellis Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Norman H. Bolden, 1004 East 41st Place, Chicago, Illinois 60653, to purchase for the sum of \$2,600.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, page 38821 described as follows:

Lot 17 & Lot 18 in Cairnduff's 41st Street Illinois Central Add'n. to Chicago in Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1002 East 41st Place/4107 South Ellis Avenue, Permanent Tax Nos. 20-02-114-001 and 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 \$260.00 submitted by said bidder to the Department of General Services, 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.

*2132--2136 North Bell Avenue/2228--2230
West Shakespeare Avenue.*

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

SECTION 1. The City of Chicago hereby accepts the bid of Albark, under trust agreement 11-4501, 3400 West Lawrence Avenue, Chicago, Illinois 60625, to purchase for the sum of \$32,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed June 5, 1987, page 1110 described as follows:

Lots 19 and 20 in Block 10 in Holstein, a Subdivision of West 1/2 of North West 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2132--2136 North Bell Avenue/2228--2230 West Shakespeare Avenue, Permanent Tax No. 14-31-120-029).

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 \$3,200.00 submitted by said bidder to the Real Estate Division, Department of General Services, 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.

1412 West Huron Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James G. McCormick, 631 Fullerton Parkway, Chicago, Illinois 60614, to purchase for the sum of \$13,000.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6099 described as follows:

Lot 25 in Block 6 in Bickerdike's Addition to Chicago, in Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1412 West Huron Street, Permanent Tax No. 17-08-110-025).

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 \$1,300.00 submitted by said bidder to the Department of General Services, 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.

4301--4303 West Monroe Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Larry L. Neuman, 3827 West Gladys Avenue, Chicago, Illinois 60624, to purchase for the sum of \$5,300.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6108 described as follows:

Lots 1 & 2 in Block 2 in Gunderson & Gauger's Addition to Chicago in Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4301--4303 West Monroe Street, Permanent Tax No. 16-15-204-021).

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 \$530.00 submitted by said bidder to the Department of General Services, 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.

1509 West Roosevelt Road.

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

SECTION 1. The City of Chicago hereby accepts the bid of Devco Realty & Equity Company/TJM Realty, Incorporated, 25 East Washington Street, Chicago, Illinois 60602, to purchase for the sum of \$5,500.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, pages 6119--6120 described as follows:

Lot 4 (except the North 42 feet thereof taken for widening 12th Street) in Block 4 in Sampson and Green's Addition to Chicago, in the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1509 West Roosevelt Road, Permanent Tax No. 17-20-100-017).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$550.00 submitted by said bidder to the Department of General Services, 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.

2726 West Chanay Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Walter Janusz and Faith Janusz, his wife, as joint tenants/not as tenants on common, 2737 West Chanay Street, Chicago, Illinois 60647, to purchase for the sum of \$3,201.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6119 described as follows:

Lot 13 & the Southwesterly 1/2 of Lot 14 in Block 5 in Attrill's Subdivision, of Lots 4 to 9, 16 to 21, 36 to 41, 48 to 53 of Block 2, Lots 1 to 6, 13 to 18, 27 to 32 in Block 3, Lots 1 to 6, 13 to 18, 27 & 28 in Block 5 of Stave's Subdivision of 53 acres of the Northeast 1/4 lying Southwest of Milwaukee Avenue in the West 1/2 of the Northeast 1/4 in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2726 West Chanay Street, Permanent Tax No. 13-36-227-072).

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 \$320.10 submitted by said bidder to the Department of General Services, 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.

2903 West Fulton Street/262--272 North Francisco Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kenneth T. Kukla, 2850 West Fulton Street, Chicago, Illinois 60612, to purchase for the sum of \$6,050.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6114 described as follows:

Lots 1 & 2 in Block 12 in Lee & Others' 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 2903 West Fulton Street/262--272 North Francisco Avenue, Permanent Tax No. 16-12-310- 023).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$605.00 submitted by said bidder to the Department of General Services, 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.

2859 West Fulton Street/273--279 North Francisco Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Kenneth T. Kukla, 2850 West Fulton Street, Chicago, Illinois 60612, to purchase for the sum of \$3,050.00, the city-owned vacant property, previously advertised, pursuant to Council ordinance passed November 10, 1987, page 6114 described as follows:

Lot 9 in Block 13 in Brown's Subdivision of Lot 13 & the south 3 acres of Lot 2 in D. S. Lee & Others' 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 2859 West Fulton Street/273--279 North Francisco Avenue, Permanent Tax No. 16-12-311-001).

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 \$305.00 submitted by said bidder to the Department of General Services, 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.

3847 South Indiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Apostolic Faith Church, 3823 South Indiana Avenue, Chicago, Illinois 60653, to purchase for the sum of \$3,000.00 the city-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1987, page 38812 described as follows:

Lot 1 in Pickets Subdivision of Lots 1 to 19 in Holmes Subdivision of the West Half of the South West quarter of the South East quarter of the South West quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3847 South Indiana Avenue, Permanent Tax No. 17-34-324-019).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the Department of General Services, 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.

BIDS FOR PURCHASE OF CITY-OWNED VACANT PROPERTY
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 four proposed ordinances transmitted therewith, rejecting bids for the purchase of specified city-owned vacant properties and authorizing re-advertising same for sale.

On motion of Alderman Banks, the said proposed ordinances were *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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Culleton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

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):

1351--1353 South Kildare Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Samuel H. and Geraldine B. Daniels, 1357 South Kildare Avenue, Chicago, Illinois 60623 to purchase for the sum of \$1,500.00, the city-owned vacant property, previously advertised, pursuant to Council authority passed October 6, 1986, page 34509.

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 27 and 28 in Block 3 in Francis P. Cassey's Subdivision of Blocks 1 to 4 in the Subdivision by L. C. Paine Freer (as receiver) of the West 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in

Cook County, Illinois (commonly known as 1351--1353 South Kildare Avenue, Permanent Tax No. 16-22-210-017).

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.

1655--1657 South Karlov Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Kirby R. Ward, 1651 South Karlov Avenue, Chicago, Illinois 60623 to purchase for the sum of \$3,000.00, the city-owned vacant property, previously advertised, pursuant to Council authority passed December 10, 1986, pages 37943--37944.

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 34 and 35 in Oliver's Subdivision of Lot 2 in Assessor's Division of the Southeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Ill. (commonly known as 1655--1657 South Karlov Avenue, Permanent Tax No. 16-22-406-022).

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 South Pulaski Road.

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

SECTION 1. The City of Chicago hereby rejects the bid of A.B.M. Industries, Incorporated, 4235 Main Street, Skokie, Illinois 60076 to purchase for the sum of \$2,000.00 the city-owned vacant property, previously advertised, pursuant to Council authority passed May 30, 1984, pages 6836 and 6842.

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

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

Lot 1 in Block 8 in Marigold's Resubdivision of the North 50 acres of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Ill. (commonly known as 1300 South Pulaski Road, Permanent Tax No. 16-22-215-021).

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.

3818 West 13th Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Drake Kerry, Box 11856, Chicago, Illinois 60611 to purchase for the sum of \$750.00, the city-owned vacant property, previously advertised, pursuant to Council authority passed November 12, 1982, page 13342.

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;

The East 39 feet of Lots 29, 30 and the South 3 feet of Lot 31 in Block 4 in Frank Wells and Co.'s Boulevard Subdivision of the Northwest quarter of the Northwest quarter of Section 23, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3818 West 13th Street, Permanent Tax No. 16-23-103-035).

Subjects 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.

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 twenty-eight proposed ordinances transmitted therewith, authorizing the Department of General Services, Real Estate Section, to advertise for sale city-owned vacant property at sundry locations.

On motion of Alderman Banks, the said proposed ordinances were *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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

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):

166 North Lorel Street.

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

SECTION 1. The Department of General Services, 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 "A" in Irene R. Pratt's Consolidation of Lots 6 and 7 (except the North 15 ft. of said Lot 7) in Block 2 in F. A. Hill's Resubdivision of Lot 2 in Owen's Subdivision of Lots 1, 2 and the North 1/2 of Lot 3 in Block 1 and the South 1/2 of Lot 3 and all of Lots 2 to 11, 21 and 24 in Block 2 in Owen's and Matthew's Subdivision of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, also of Lot 12 (except the South 37 feet thereof) of Block 2 of Owen's and Matthew's Subdivision aforesaid, all in Cook County, Illinois (commonly known as 166 North Lorel Street, Permanent Tax No. 16-09-310-030).

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 General Services, 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.

4815 South Drexel Avenue.

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

SECTION 1. The Department of General Services, 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 the Subdivision of the North 198 feet of Lots 1 and 3 (except the West 600 feet thereof), Block 4, also West 41.45 feet of Lot 1 of Subdivision of Block 4 (except the North 198 feet of Lots 2 and 3), in Drexel & Smith Subdivision of the West half of the Northwest quarter and the West half of the West half of the Southwest quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4815 South Drexel Avenue, Permanent Tax No. 20-11- 106-003).

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 General Services, 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.

1361 West Chicago Avenue.

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

SECTION 1. The Department of General Services, 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 5 in Taylor's Subdivision of Block 1 in the Assessor's Division of the East 1/2 of the Northwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1361 West Chicago Avenue, Permanent Tax No. 17-08-103-005).

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 General Services, 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.

2057 North Spaulding Avenue.

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

SECTION 1. The Department of General Services, 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 North 24 feet of Lot 24 in Block 11 in Shipman, Bill and Merrill's Subdivision of the East 1/2 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 2057 North Spaulding Avenue, Permanent Tax No. 13-35-234-001).

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 General Services, 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.

205 South Throop Street.

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

SECTION 1. The Department of General Services, 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 South 19-1/2 feet of the North 60 feet of Lots 23 and 24 in Block 16 in Canal Trustees' Subdivision of the West half of the West half of the East half of the Northwest quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 205 South Throop Street, Permanent Tax No. 17-17-113-003).

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 General Services, 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.

201 South Throop Street.

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

SECTION 1. The Department of General Services, 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 North 12 ft. of Lots 23 & 24 in Subdivision of Block 16 in the Canal Trustees' Subdivision of the West 1/2 of the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Ill. (commonly known as 201 South Throop Street, Permanent Tax No. 17-17-113-001).

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 General Services, 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.

2106--2108 West Erie Street.

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

SECTION 1. The Department of General Services, 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 47 & 48 in Parker's Subdivision of Block 11 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2106--2108 West Erie Street, Permanent Tax Nos. 17-07-111-046 and 047).

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 General Services, 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.

1214 South Ashland Avenue.

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

SECTION 1. The Department of General Services, 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 46 in Block 1 in Harrison's Subdivision of Blocks 1 & 2 in Subdivision of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Il. (commonly known as 1214 South Ashland Avenue, Permanent Tax No. 17-19-203-035).

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 General Services, 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.

1220--1222 South Lawndale Avenue.

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

SECTION 1. The Department of General Services, 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 39 & 40 in Block 1 in Vance and Phillip's Boulevard Addition in the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1220--1222 South Lawndale Avenue, Permanent Tax Nos. 16-23-104-021 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 General Services, 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.

5701 South Union Avenue.

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

SECTION 1. The Department of General Services, 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 Block 2 in Temple's Subdivision of the East 1/2 of the Southwest 1/4 of 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 5701 South Union Avenue, Permanent Tax No. 20-16-224-001).

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 General Services, 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.

5145--5151 West Lake Street.

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

SECTION 1. The Department of General Services, 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:

Parcel 1: Lots 32, 33 and 34 in C. J. Hull's Subdivision of Lots 8, 9, 10, 11, 14, 16 & 17 in C. J. Hull's Subdivision of the West 1/2 of the Southeast 1/4 of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Easement over & upon the East 6 ft. of the south 62.34 feet of Lot 35 for the use of Lot 34 of said Subdivision for ingress & egress only, & the right to retain the present wall along the East portion of said 6 ft., which said 6 ft., which said Easement & right to retain said wall is to remain in force only so long as the present wall shall stand, as contained in the deed dated September 7, 1943 & recorded as Document Number 13142375, (commonly known as 5145--5151 West Lake Street, in Cook County, Illinois, Permanent Tax No. 16-09-403-002).

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 General Services, 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.

634 West 119th Street.

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

SECTION 1. The Department of General Services, 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 and 2 in Block 2 in Kneeland and Wright's first addition to West Pullman in Section 21, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 634 West 119th Street, Permanent Tax Nos. 25-21-33-044 and 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 General Services, 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.

*3856--3858 West Monroe Street/
17--21 South Springfield Avenue.*

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

SECTION 1. The Department of General Services, 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 Lyon's Resubdivision of Lots 24 to 40 in Block 1 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 3856--3858 West Monroe Street/17--21 South Springfield Avenue, Permanent Tax No. 16-14-101-009).

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 General Services, 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.

2922 West Madison Street.

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

SECTION 1. The Department of General Services, 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 12 in Subdivision of Lots 52 to 68 in Wheeler's Subdivision of Block 27 in D.S. Lee & Others' 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 2922 West Madison Street, Permanent Tax No. 16-12-330-041).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, 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.

919 North Honore Street.

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

SECTION 1. The Department of General Services, 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 39 in Boake's Resubdivision of Block 5 in Cochran and Others Resubdivision of the West half of the Southeast quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 919 North Honore Street, Permanent Tax No. 17-06-424-023).

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 General Services, 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.

515--517 South Central Avenue.

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

SECTION 1. The Department of General Services, 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 48 and 40 in Britigan's Harrison Street and Central Avenue Subdivision, being a Subdivision of Lots 141 to 144, inclusive, (except streets) in School Trustees'

Subdivision of the Northwest 1/4 of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 515--517 South Central Avenue, Permanent Tax No. 16-16-120-002).

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 General Services, 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.

436--442 East 46th Place.

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

SECTION 1. The Department of General Services, 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 10 ft. of Lot 6, all of Lot 7 & the West half of Lot 8 in Block 1 in Snow & Dickinson's Subdivision of Lots 1 to 4 in Whitecomb & Warner's Subdivision of the South half of the Southwest quarter of the Southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 436--442 East 46th Place, Permanent Tax No. 20-03-421-029).

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 General Services, 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.

1226 East 46th Street.

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

SECTION 1. The Department of General Services, 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 the Subdivision of Lots 21 and 22 in Furber's Woodlawn and Lake Avenue Subdivision in the Southeast fractional quarter of Section 2, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1226 East 46th Street, Permanent Tax No. 20-02-402-018).

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 General Services, 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.

1658 West Walnut Street/233--241 North Paulina Street.

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

SECTION 1. The Department of General Services, 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 17 and the West 4 feet of Lot 18 in Hull's Subdivision of part of Block 48 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1658 West Walnut Street/233--241 North Paulina Street, Permanent Tax No. 17-07-411-011).

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

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

Bids for purchase of said property are to be solicited and bidding forms shall be obtained from the Department of General Services, 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.

865 North Sedgwick Street.

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

SECTION 1. The Department of General Services, 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 21 in Block 8 in Delevan's Addition to Chicago of the East 1/2 of the Southwest 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 865 North Sedgwick Street, Permanent Tax No. 17-04-436-004).

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 General Services, 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.

2036 West LeMoyne Avenue.

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

SECTION 1. The Department of General Services, 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 22 in Block 4 in D. S. Lees Addition of the East 1/2 of the Northwest 1/4 and the West 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 2036 West LeMoyne Avenue, Permanent Tax No. 17-06- 107-015).

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 General Services, 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.

1308 North Leavitt Avenue.

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

SECTION 1. The Department of General Services, 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 21 in Block 9 in Watson, Tower and Davis Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1308 North Leavitt Avenue, Permanent Tax No. 17-06-117-044).

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 General Services, 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.

1064 North Marshfield Avenue.

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

SECTION 1. The Department of General Services, 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 7 in Johnston's Subdivision of the East 1/2 of the South East 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1064 North Marshfield Avenue, Permanent Tax No. 17-06-411-025).

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 General Services, 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.

1657--1659 West Erie Street.

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

SECTION 1. The Department of General Services, 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 in the Subdivision of Lots 1 & 2 in the Subdivision of Lots 1, 2 & 3 in C. J. Hulls' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1657--1659 West Erie Street, Permanent Tax No. 17-07-215-001).

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 General Services, 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.

3155 West Ogden Avenue.

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

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

Lot 48 in Block 6 of Resubdivision of Blocks 6, 7, 16 and 17 in Douglas Park Addition to Chicago in the West half of the Southwest quarter and the West half of the Southwest quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3155 West Ogden Avenue, Permanent Tax No. 16-24-301-003).

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

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

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

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

3253 West Ogden 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 9 in Douglas Park Addition to Chicago, a Subdivision of East half of Southeast quarter (South of Road) of Section 23, and of Lots 4 and 5 in Circuit Court

Commissioners Partition of West half of West half of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3253 West Ogden Avenue, Permanent Tax No. 16-23-413-005).

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.

3242--3246 West Cermak Road.

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

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

Lots 19 and 20 in Resubdivision of Block 21 in Douglas Park Addition to Chicago in the East 1/2 of Southeast 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3242--3246 West Cermak Road, Permanent Tax No. 16-23-427-020).

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 City Comptroller who is authorized to prepare such bidding forms.

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

1842 South Troy Street.

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

SECTION 1. The Department of General Services, 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 and the South 23 ft. of Lot 40, in Block 7 in the Resubdivision of Blocks 67, 16 & 17 in Douglas Park Addition in Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1842 South Troy Street, Permanent Tax No. 16-24-301-048).

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 General Services, 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.

GRANT OF EASEMENT TO METROPOLITAN SANITARY DISTRICT
FOR CONSTRUCTION, MAINTENANCE AND OPERATION
OF SOUTH BANK VIEWING TERRACE ADJACENT
TO 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 a Grant of Easement to the Metropolitan Sanitary District for construction, maintenance and operation of the South Bank Viewing Terrace on a strip of land adjacent to the Chicago River.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Metropolitan Sanitary District of Greater Chicago ("M.S.D.") desires to construct a segment of its Commemorative Centennial Foundation on a portion of the Lower Level Esplanade Park situated on the South Bank of the Chicago River at McClurg Court (extended) to be known as the South Bank Viewing Terrace; and

WHEREAS, The subject property was acquired by the City of Chicago by a "Plat of Dedication for Public Street and Park" recorded on December 12, 1986 as Document No. 86597178; and

WHEREAS, On February 10, 1988, Council Journal Proceedings pages 10336 to 10340, the City Council granted temporary permission and authority to M.S.D. to construct, maintain, use and operate the South Bank Viewing Terrace on a portion of the Lower Level Esplanade Park; and

WHEREAS, M.S.D. is desirous of receiving an easement for the subject property until such time as M.S.D. ceases to operate its Centennial Fountain or no longer requires the property for use as the South Bank Viewing Terrace; now, therefore,

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

SECTION 1. The Mayor is authorized to execute, and the City Clerk to attest, a Grant of Easement and Construction, Operation and Maintenance Agreement between the City of Chicago and M.S.D. substantially in the form attached hereto, subject to the approval by the Corporation Counsel as to form and legality.

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

Grant of Easement attached to this ordinance reads as follows:

*Grant Of Easement And Construction,
Operation and Maintenance Agreement.*

This Agreement is made on or as of the _____ day of _____, 1988, by and between the City of Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("City"), and The Metropolitan Sanitary District of Greater Chicago, a municipal corporation organized and existing under and by virtue of the laws of the State of Illinois ("M.S.D.").

Witnesseth:

Whereas, the M.S.D. desires to construct a segment of its Commemorative Centennial Foundation on a portion of the Lower Level Esplanade Park situated on the South Bank of the Chicago River at McClurg Court (extended) to be known as the South Bank Viewing Terrace; and

Whereas, the subject property was acquired by the City of Chicago by a "Plat of Dedication for Public Street and Park" recorded on December 12, 1986 as Document No. 86597178; and

Whereas, the City desires to grant an easement to the M.S.D. so that the M.S.D. can construct, maintain and operate the South Bank Viewing Terrace;

Now, Therefore, in consideration of Ten and no/100 Dollars (\$10.00) and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Recitals.

The foregoing recitals are incorporated by reference as though fully set forth herein.

Section 2. Grant Of Easement.

Subject to the terms, covenants, conditions and reservations of rights herein contained, the City does hereby grant and convey unto the M.S.D. a perpetual easement for the construction, maintenance and operation of the South Bank Viewing Terrace on the real property legally described as follows:

A strip of land, 50.00 feet wide, lying southerly of and adjoining the southerly dock line of the Chicago River as established by ordinance passed August 15, 1952, said strip of land being a part of the lower level Esplanade Park as dedicated by the plats recorded in the Recorder's Office of Cook County, Illinois, on June 5, 1952 and

December 12, 1986, as Documents No. 21925615 and No. 86597178, respectively, all in the southwest fractional quarter of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

Beginning on the aforesaid southerly dock line of the Chicago River at the intersection of said southerly dock line with the northward extension of the westerly line of Field Boulevard, and running: thence eastwardly along said southerly dock line, a distance of 123.37 feet; thence southwardly along a line perpendicular to said southerly dock line, a distance of 50.00 feet to an intersection with the northerly line of East Wacker Drive; thence westwardly along said northerly line of East Wacker Drive, being a line drawn parallel with said southerly dock line of the Chicago River, a distance of 184.00 feet; thence northwardly along a line perpendicular to said northerly line of East Wacker Drive a distance of 50.00 feet to an intersection with said southerly dock line of the Chicago River; and thence eastwardly along said southerly dock line a distance of 60.63 feet to the point of beginning, in Cook County, Illinois.

Section 3. Plans And Specifications.

The M.S.D. shall, at its sole cost and expense, construct the South Bank Viewing Terrace in accordance with plans and specifications identified as Centennial Fountain at Chicago River and McClurg Court, Project 87-862-2V, which have heretofore been approved by the City. No deviation from the approved plan and specifications shall be allowed without the prior written approval of the City, which approval shall not be unreasonably withheld. Prior to commencing construction, the M.S.D. shall adequately secure the site in a manner reasonably acceptable to the City.

Section 4. Commencement And Completion Of Construction.

The M.S.D. shall promptly commence construction of the South Bank Viewing Terrace upon execution of this Agreement and shall diligently complete the work within a reasonable time period of such projects. Upon completion of the construction, the M.S.D. shall landscape the areas in a manner consistent with the landscaping already in place on the south bank of the Chicago River between Michigan Avenue and Lake Shore Drive at no cost to the City. This shall include, but not be limited to, roughgrading, providing and distributing of topsoil, hydroseeding, planting of trees and ornamental shrubs, and the installation of an asphalt pedestrian path from Columbus Drive to Lake Shore Drive.

Section 5. Indemnification.

The M.S.D. covenants and agrees to protect, defend, indemnify and save harmless the City, its officers, agents and employees, against and from any loss, damage, claim, obligation or penalty it may suffer, incur or sustain, or for which it may become liable, arising out of any injury or death to persons, or damage or loss of real or personal property arising out of or caused in the performance of any work done by or under the authority of the M.S.D. under this Agreement or in the construction, repair, operation or maintenance of the Easement and appurtenances in and under the premises herein described. The

M.S.D. further covenants and agrees that in the case of any action or suit against the City arising out of any such loss, damage, cost or expense, the M.S.D. shall take all legal steps necessary to defend such action and shall save and keep harmless the City from all expenses, counsel fees, costs, liabilities, disbursements, recoveries, judgments and executions in any manner arising out of, pertaining to or connected therewith.

Section 6. Governmental Approvals.

The M.S.D. shall obtain all federal, state and local governmental approvals and reviews required by law to be obtained for the construction and operation of the South Bank Viewing Terrace and related landscaping.

Section 7. Maintenance, Operation And Repair.

The M.S.D. covenants and agrees, at its sole cost and expense, to keep and maintain the Easement and appurtenances in good repair and operation and in full compliance with all applicable laws, ordinances, codes, rules and regulations, and shall promptly and adequately repair any damage to the improvements constructed or placed by it on the permanent easement premises.

Section 8. Termination.

The City reserves the right to terminate this Agreement and cause the M.S.D. to release its rights in the Easement herein granted in the event that the M.S.D. ceases to operate its Commemorative Centennial Fountain or no longer requires the subject property as the South Bank Viewing Terrace.

Section 9. Conflict Of Interest.

A. No member of the governing body of the City or the M.S.D. who exercises any decision-making authority with regard to this Agreement or any governmental functions of responsibilities in relation to the South Bank Viewing Terrace to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

B. No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of the Agreement, or to any benefit to arise herefrom, if said Agreement and the South Bank Viewing Terrace to which the Agreement pertains, is funded, in whole or in part, directly or indirectly, by the federal government.

C. The conflict of interest provisions of Executive Order No. 86-1 of the City are hereby incorporated by reference. The City shall provide M.S.D. with a copy of the Executive Order upon request.

Section 10. Miscellaneous.

A. Sectional headings in this Agreement are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof.

B. No modification, waiver or amendment of this Agreement shall be binding upon the parties hereto unless such modification, waiver or amendment is in writing and signed by both parties.

C. The parties agree that this Agreement is one of intergovernmental cooperation only and that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners of joint ventures between the City and the M.S.D. or as constituting either party as an agent, representative or employee for the other for the purpose or in any manner whatsoever.

D. This Agreement and any exhibits hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other inferences shall be implied or impressed upon this Agreement that are not expressly addressed herein.

E. In the event that any of the provisions, terms or conditions of this Agreement become void or unenforceable in any manner, then said terms shall be deemed deleted and the Agreement shall be construed as though said terms did not exist.

In Witness Whereof, the City has caused this Agreement to be duly executed in its name and behalf by its Acting Mayor and its seal to be hereunto affixed and attested by its City Clerk, and the M.S.D. has signed and sealed this Agreement by its Chairman of the Committee of Finance and attested by its Clerk on or as of the day and year first written above.

[Signature forms omitted for printing purposes.]

GRANT OF EASEMENT TO RUBLOFF, INCORPORATED FOR
LAND ADJACENT WEST BANK OF CHICAGO RIVER
(100 NORTH RIVERSIDE PLAZA).

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a grant of easement to Rubloff, Incorporated for the construction of balconies and stairways adjacent to the west bank of the Chicago River (100 North Riverside Plaza).

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuller, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the recommendation of the Chicago Plan Commission, the City Council approved the development designated as 100 North Riverside Plaza on October 28, 1987; and

WHEREAS, The Department of Planning had recommended design changes in the facade of the side of the building facing the Chicago River; and

WHEREAS, Said changes required balconies which extended slightly over City land and stairways from grade level to lower level; and

WHEREAS, The Department of Planning has recommended that the consideration for the grant of an easement is the obligation to be assumed by the Grantee to restore and maintain at its expense the park area abutting the river; now, therefore,

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

SECTION 1. That the Mayor is hereby authorized and directed to execute and the City Clerk to attest a certain easement agreement from the City of Chicago to Rubloff, Incorporated or its successors or assigns granting an easement over a described area which easement agreement attached hereto in form and substance is substantially as follows:

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

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

Easement Agreement attached to this ordinance reads as follows:

Easement Agreement.

This Agreement entered into on the _____ day of _____, 1988 between the City of Chicago, a municipal corporation of the State of Illinois hereinafter referred to as the Grantor, and Rubloff, Incorporated or its successors or assigns hereinafter referred to as the Grantee, as follows:

The Grantor for and in consideration of the Grantee complying with the Department of Planning design modifications to provide balconies improving the facade facing the Chicago River, access to the park area and the covenants and conditions herein contained hereby grants an easement to the Grantee for balconies and stairways to be constructed by the Grantee on city-owned property hereinafter legally described on Exhibit 1 attached

hereto. The easement shall endure for the life of the building to be constructed on the property abutting.

It is hereby mutually covenanted and agreed:

1. The Grantee shall at its own expense and obligation construct the structures within the areas described in the attached legal description and stairways leading to grade level. It shall also require its contractors to provide adequate insurance to protect the city and the public from any damages or injuries arising out of any accident or occurrence during construction or thereafter which occur as a result of said construction.

2. The Grantee shall at its own expense be obligated to maintain and keep in good repair the structures located within the areas legally described in Exhibit 1 or any improvements placed upon or attached to these areas.

3. The Grantee shall at its own expense be obligated to maintain, keep sodded and landscaped as a public park, the area abutting and described as:

Wharfing Lots 1 to 5 inclusive, in Block "0" in original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 18, 1855 as Document No. 62008, in Cook County, Illinois (excepting that part of said lots taken for the widening of the south branch of the Chicago River) in Cook County, Illinois, subject to easements of record.

4. The Grantee agrees to indemnify, keep safe and harmless the Grantor, its officers, agents and employees, of and from all liability, lien, judgment, cost, damage and expense of whatsoever kind and nature which may in any way be suffered by the Grantor or its officers, agents or employees, by reason of or in consequence of the construction and operation of the Easement by the Grantee or for, or on account of, any act or thing done or suffered and omitted to be done under the grant of this Easement by the Grantee and the Grantee further covenants and agrees that in case any action or actions, suit or suits, shall be commenced against the Grantor growing out of the occupation of said premises by the Grantee, the Grantor may give written notice of the same to the Grantee and thereafter the Grantee shall attend to the defense of the same and save and keep harmless the Grantor from all expense, counsel fees, costs, liabilities, disbursements, recoveries, judgment and executions in any manner growing out of pertaining to or connected therewith.

In Witness Whereof, the City of Chicago has caused these presents to be executed in its name by the Mayor, its corporate seal to be hereunto affixed and attested by the City Clerk, and Rubloff, Incorporated has caused these presents to be executed in its name by an authorized officer, the day and year first above written.

[Signature forms omitted for printing purposes.]

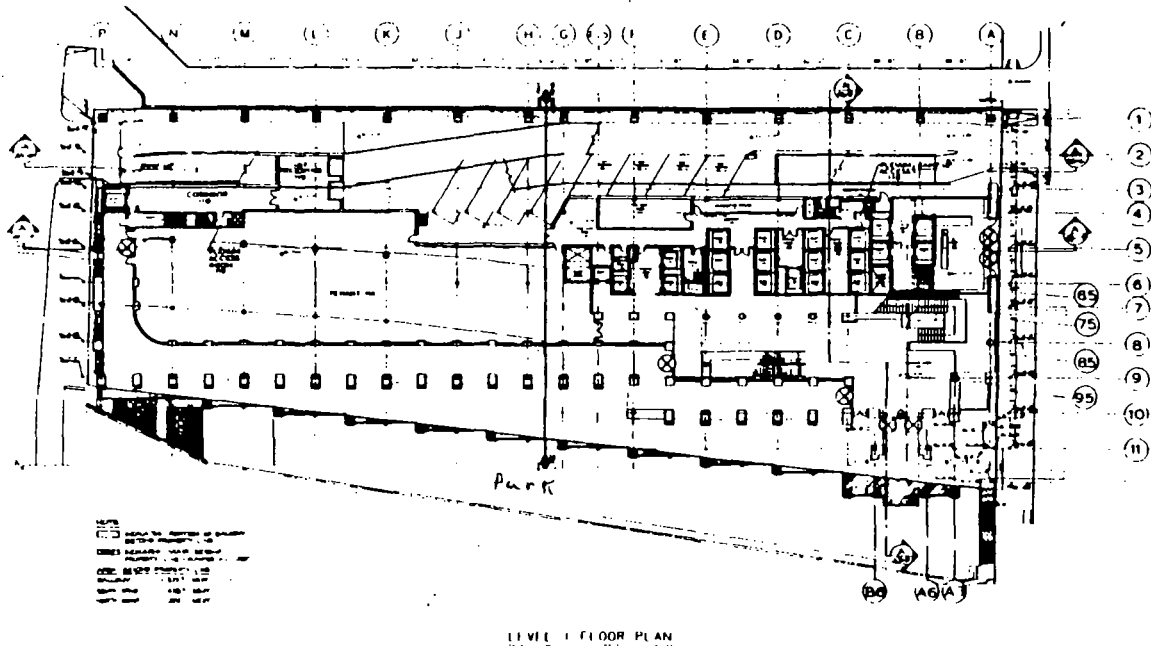
Exhibit "1" attached to this Agreement reads as follows:

*Exhibit "1"**Plaza Park Wall Easement.*

That part of Wharfing Lots 1 through 5, both inclusive, in Block "O" in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded August 18, 1855 as Document Number 62008 in Cook County, Illinois (excepting therefrom that part of said Lots taken for the widening of the South Branch of the Chicago River) more particularly described as follows:

Beginning at the Southwest corner of said Block "O" being a point on the North line of West Washington Street (80 feet in width) 286.17 feet East (as measured along the North line of said West Washington Street) of the East line of North Canal Street (80 feet in width); thence North 06° - 31' - 30" East along the East line of North Water Street according to said Plat, a distance of 385.79 feet to a point in the South line of West Randolph Street (80 feet in width); thence South 89° - 14' - 52" East along the South line of said West Randolph Street, a distance of 37.60 feet; thence South 13° - 46' - 20" East, a distance of 7.42 feet; thence South 90° - 00' - 00" West, a distance of 37.91 feet; thence South 00° - 00' - 00" East, a distance of 7.50 feet; thence North 90° - 00' - 00" East, a distance of 6.00 feet; thence South 00° - 00' - 00" East, a distance of 15.67 feet; thence North 90° - 00' - 00" East, a distance of 2.67 feet; thence South 00° - 00' - 00" East, a distance of 18.67 feet; thence South 90° - 00' - 00" West, a distance of 2.67 feet; thence South 00° - 00' - 00" East, a distance of 15.67 feet; thence South 90° - 00' - 00" West, a distance of 12.08 feet; thence South 00° - 00' - 00" East, a distance of 29.43 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 30.00 feet; thence South 90° - 00' - 00" West, a distance of 3.43 feet; thence South 00° - 00' - 00" East, a distance of 25.87 feet; thence South 90° - 00' - 00" East, a distance of 23.80 feet; thence South 08° - 56' - 56" West, a distance of 3.86 feet; thence South 25° - 37' - 31" West, a distance of 54.56 feet to a point in the North line of said West Washington Street; thence North 88° - 53' - 31" West along the North line of said West Washington Street, a distance of 11.35 feet to the point of beginning.

[Map attached to this Easement printed on page 17389
of this Journal.]



LEVEL 1 FLOOR PLAN

Perkins+Welch
 Architects
 100 NORTH RIVERSIDE
 Suite 100
 New York, N.Y. 10022
 Telephone: (212) 850-1000
 Telex: 212 850 1000
 Fax: (212) 850 1000

LEVEL 1
 FLOOR PLAN

A2-7

SALE OF CITY-OWNED VACANT PROPERTY LOCATED AT
5259 SOUTH WOOD STREET TO PUBLIC BUILDING
COMMISSION OF CHICAGO.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the sale of city-owned vacant property located at 5259 South Wood Street to the Public Building Commission of Chicago.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That pursuant to 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 parcel of real property described herein, which is owned by the City of Chicago, to the Public Building Commission of Chicago, a municipal corporation, Richard J. Daley Center, Room 705, Chicago, Illinois 60602.

Real Estate No.: 169

Amount: \$5,000.00

Address: 5259 South Wood Street

Permanent Tax No.: 20-07-412-023

Legal Description

Lots 25 and 26 in Block 5 in Osvis' Subdivision of the Northeast quarter of the Southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. 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 the Public Building Commission of Chicago, a municipal corporation, Richard J. Daley Center, Room 705, Chicago, Illinois 60602, with the City Clerk attesting to said conveyance.

SECTION 3. This ordinance shall be effective upon its passage.

SALE OF CITY-OWNED VACANT PROPERTY AT 2219 WEST
TAYLOR STREET TO STATE OF ILLINOIS MEDICAL
CENTER COMMISSION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the sale of vacant city-owned property located at 2219 West Taylor Street to the State of Illinois Medical Center Commission.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Chapter 30, paragraph 157 of the Illinois Revised Statutes, the City Council of the City of Chicago does hereby authorize and approve the sale of the vacant parcel of real property described herein, to the State of Illinois Medical Center Commission, a body politic and corporate, 736 South Ashland Avenue, Chicago, Illinois 60607, as follows:

Real Estate No.: 8073
Address: 2219 West Taylor Street

Amount: \$3,000.00
Permanent Tax No.: 17-18-329-016

Legal Description

Lot 10 in Spaulding's Subdivision of that part of Block 6 in Morris and Others Subdivision of the West 1/2 of the Southwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, lying South of Taylor Street and West of Western Plank Road now known as Ogden Avenue, in Cook County, Illinois.

SECTION 2. 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 the State of Illinois Medical Center Commission, a body politic and corporate, 736 South Ashland Avenue, Chicago, Illinois 60607.

SECTION 3. The quitclaim deed shall provide that the subject property may be used only for purposes permitted under an Act creating the State of Illinois Medical Center Commission, Chapter 111-1/2, paragraph 5001, et seq. of the Illinois Revised Statutes.

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

EXECUTION OF LEASE AGREEMENT AT 4520--4572 NORTH
BROADWAY FOR DEPARTMENT OF HUMAN SERVICES.

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 with Upendranath Nimmagadda and Usharani Nimmagadda, as beneficiaries under Chicago Title and Trust Company Trust, Trust Number 1085326, for office space at 4520--4572 North Broadway 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from Upendranath Nimmagadda and Usharani Nimmagadda as beneficiaries under Chicago Title and Trust Company Trust, Trust No. 1085326, dated April 27, 1984, as Lessors, for approximately 2,730 square feet of office space on the ground floor, 2,433 square feet of office space on the second (2nd) floor, and 19,661 square feet of office space on the third (3rd) floor, for a total of 24,824 square feet for use by the City of Chicago/Department of Human Services, as Lessee, in the building located at 4520--4572 North Broadway; 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 17394 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 Provisions.

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 General Services, 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 rent for said premises during the continuance of this lease at the rate of:

Nineteen Thousand Five Hundred Sixty-nine and no/100 (\$19,569.00) Dollars per month for the period beginning on the 1st day of January, 1989 and ending on the 31st day of December, 1989:

(Continued on page 17395)

LEASE-Short Form Lease No. 11014

Form () N. 1A

City of Chicago

This Agreement,

This Agreement, Made this _____ day of _____, 19____
A. D. 19____, between Upendranath Nimmagadda and Usharani Nimmagadda as Beneficiaries under Chicago Title and Trust Company Trust, Trust No. 1085326 dated April 27, 1984 _____ 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: approximately 2,730 square feet of office space on the ground floor, 2,433 square feet of office space on the second (2nd) floor, and 19,661 square feet of office space on the third (3rd) floor, for a total of 24,824 square feet located at 4520-4572 North Broadway Avenue for use by the City of Chicago/
Department of Human Services.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of January A. D. 1989, and ending on the 31st day of December A. D. 1992. Lessee has the right to terminate this lease: upon one hundred twenty (120) days prior written notice to 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 Dr. Upendranath Nimmagadda, 4554 N. Broadway, Suite 283, Chicago, IL 60640 at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provision See Rider Attached Hereto and Made a Part Hereof.

Provisions See Rider Attached Hereto and Made a Part Hereof.

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, less by fire or other casualty, ordinary wear and repairs chargeable to the Lessor. Lessee shall

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 up to the date of such fire or other casualty, and if Lessor shall rebuild within thirty days, Lessee may 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 law by, except as to property description and execution,

Approved: _____ Assistant City Planning Counselor

Supervisor of Leasing, Real Estate ~~XXXX~~

By: _____
Upendranath Nimmagadda and Usharani Nimmagadda
as Beneficiaries under Chicago Title and Trust
Company Trust, Trust No. 1085326 dated
April 27, 1984

Approved: _____
Commissioner, Department of Human Services

By: _____
Commissioner, Department of General Services

(Continued from page 17393)

Twenty Thousand Eight Hundred Thirty-one and 47/100 (\$20,831.47) Dollars per month for the period beginning on the 1st day of January, 1990 and ending on the 31st day of December, 1992.

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Dr. Upendranath Nimmagadda, 4554 North Broadway, Suite 283, Chicago, Illinois 60640.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Clean carpeting once a year in office located in intake section.

Provide adequate heat between the hours of 8:00 A.M. and 9:00 P.M., Monday through Friday and 9:00 A.M. to 5:00 P.M. on Saturdays. Heating shall be turned on sufficiently in advance each morning to ensure that the premises are heated to approximately 68 degrees by 8:00 A.M. (Monday through Friday) and 9:00 A.M. on Saturday.

Provide window air conditioning units where required by the Lessee and maintain the same.

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

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

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

Provide and pay for exterminator service whenever necessary.

Provide and maintain at all times public liability insurance in the amount of \$2,000,000 combined single limit; with the City to be 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 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.

Comply at all times with applicable city, state and federal ordinances, laws, rules and regulations pertaining to repair, operation and maintenance of the demised premises.

Lessee under this lease shall:

Pay for electricity as metered, including electricity for window air conditioning units.

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

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

Additional clauses to be included in lease:

In the event the Lessor should fail to furnish any substantial alterations, 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 ten (10) days after Lessee has notified the Lessor by written notice of such failure. The Lessee may at its own option make the necessary repairs or supply the maintenance or service itself 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 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 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 any subsequent breach caused by the Lessor or of any right thereby.

Lessee shall have the right to reduce the amount of office space and/or storage space it occupies under this lease by providing the Lessor with ninety (90) days prior written notice at the address cited herein. If said right is exercised, the rental payments called for in said lease shall be reduced on a prorated basis reflecting the reduction in total square footage by the Lessee.

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 by 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.

EXECUTION OF LEASE AGREEMENT AT 10 SOUTH KEDZIE
AVENUE FOR DEPARTMENT OF CORRECTIONS.

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 with the State of Illinois for office space at 10 South Kedzie Avenue for use by the Department of Corrections.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease between the City of Chicago, a municipal corporation, as Lessor, and the State of Illinois, as Lessee, for approximately 857 square feet of office space located at 10 South Kedzie Avenue, for the Department of Corrections, such Lease to be approved by the Department of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement attached to this ordinance printed on
pages 17398 through 17404
of this ordinance.]

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



DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

STATE OF ILLINOIS

REAL ESTATE LEASE FORM

LEASE CONTROL NUMBER 01768

PAGE 1 OF 6

- [1] **AGREEMENT:** The parties hereto agree to lease the described premises on the following terms and conditions:
- [2] **LESSEE:** The State of Illinois, Department of Central Management Services for the use of the Using Agency or any other State agency.
- [3] **USING AGENCY (Main Office):**

Department of Corrections
1301 Concordia Court
Springfield, Illinois 62702

- [4] **LESSOR:** LESSOR'S FEIN/S.S. NUMBER _____

City of Chicago, A Municipal Corporation
Department of General Services
320 North Clark Street, Suite 505
Chicago, Illinois 60610

- [5] **MANAGING AGENT:**

Department of General Services
Bureau of Facilities Management
320 North Clark Street, Suite 502
Chicago, Illinois 60610

LEASED PREMISES: These premises, held in (fee simple, etc.) [6] Fee Simple are described as:
[7]

Consisting of approximately 857 square feet of office space in
Room 203 at the Garfield Community Service Center, located at 10 South
Kedzie Avenue.

in the City of Chicago, County of Cook, State of Illinois.

- [8] **LOCATION IN BUILDING:** Second Floor

- [9] **SQ. FT. & HOW MEASURED:** Floor Plan

- [10] **% OF RENTABLE SPACE:** 3

BASE TERM: The term will be for [11] 12 months from [12] 07-01-88 to [13] 06-30-89.

REAL ESTATE LEASE FORM

PAGE 2 OF 6

- [14] **RENEWAL:** The Lessee shall have the right to renew the Lease for a further period of years or any portion of such period upon the same terms and conditions provided Lessee shall give days notice to Lessor of its intention to exercise such option. (Strike if no renewal negotiated.)
- And/or Lessor 90 Either Party
- [15] **EARLY TERMINATION:** Lessee shall have the option to terminate this Lease by giving 90 days written notice to of its intention to exercise this option.
- [16] **IMPROVEMENTS:** Improvements to be made by Lessor are shown in Exhibit I, if applicable. Work is to be completed by (date)
- [17] N/A . All costs to be documented and verified. Time is of the essence. Lessee shall have right to audit all construction and related costs expended by Lessor's contractors or their subcontractors in relation to improvements in Exhibit I.
- [18] **RENTAL:** Payments to be made monthly in arrears subject to legislative appropriation. Send payment to [19]
City of Chicago, Comptroller Office, 121 North LaSalle Street, Chicago, Illinois.

BASE RENT:

- [20] Total for term on lease \$ 8,098.65
- [21] Base Rent/Sq. Ft. \$ 9.45

IMPROVEMENT:

- [22] Total \$ N/A
- [23] N/A Month amortized/Sq. Ft. [24] \$ N/A
- [25] TOTAL COST PER SQ. FT. PER YEAR \$ 9.45
- [26] ANNUAL RENT PAYABLE TO LESSOR \$ 8,098.65
- [27] Monthly Payment [28] \$ 674.89
- (Type amount in words on line 29)

- [29] Six Hundred Seventy-four Dollars and 89/100.

For State of Illinois Use Only:

Annual Sq. Ft./Base Rent	\$9.45
Gas	X
Electric	X
Water	X
Janitor	X
Other Costs	----
Construction Cost	----
Full Service Cost	\$9.45

- [30] **EXHIBITS:** The following exhibits are made a part of this lease:

- [31] ☒ D-Disclosure [33] ☐ I-Improvement [35] ☐ _____
[32] ☐ Purchase Option [34] ☐ J-Cleaning Service [36] ☐ _____

REAL ESTATE LEASE FORM

PAGE 3 OF 6

- [37] **CARE AND MAINTENANCE:** Lessee shall take the premises in the present condition, building code violations and latent defects excepted and except for improvements and repairs required to be made elsewhere in this lease.

Lessor shall provide and pay all costs related to provision of the following:

- A. Electricity as required to supply energy for air conditioning, or heat, to maintain leased premises at 78 degrees or less in summer, 68 degrees or more in winter.
- B. Electricity as required by Lessee at desk level. (Interior lights, office machines, etc.)
- C. Necessary fixtures for heating, cooling, water and electricity and all maintenance and repairs.
- D. All necessary fluorescent bulbs and ballasts and labor costs to install same.
- E. Gas/oil for heat as required by Lessee to maintain leased premises at 68 degrees or more in winter or provide heat required to keep premises at 68 degrees or more.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Institutional cleaning service and scavenger service to keep premises clean, healthful and sightly ~~as per attached janitorial schedule.~~
- H. Complete exterminating service.
- I. Elevator service where applicable.
- J. All general maintenance and repairs not caused by Lessee's negligence.
- K. Service and maintenance of fire extinguishers.
- L. Compliance with all applicable building, fire and safety codes associated with Lessee's use of the premises.
- M. Snow removal after each 2 inch accumulation.
- N. Maintenance of lawn and shrubs.
- ~~O. Cleaning, painting and decorating after each _____ months.*~~
- ~~P. Parking for _____ cars.~~
- Q. Provide for raceways or wait space conduit which allows Lessee to install phone lines.
- R. Lessor to provide and maintain an adequate ventilating system to maintain air exchange levels in conformance with applicable codes.

* Lessor shall provide a certificate of completion to the Department of Central Management Services following each required cleaning, painting and decorating. Certificate forms are available upon request.

- [38] **HANDICAPPED ACCESSIBILITY:** The leased premises provides for handicapped accessibility as follows:

- | | | | |
|----------------------------------|-----------------------------------------|----------------------------------------|-----------------------------------------|
| A. Level or ramped entrance | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| B. Usable restrooms | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| C. Usable water fountains | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| D. Elevators to all floors | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| E. Parking (10% at 12' width) | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| F. Doors (36" wide) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | |
| G. Ramps (48" wide) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| H. Safety switches (57" or less) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> N/A |
| I. Braille markings | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

Exceptions granted for items marked "no" based on:

- J. Lack of alternate site ☐ Yes
- K. Lack of funds ☐ Yes
- L. On-going program ☒ Yes
- M. Immediate need ☐ Yes
- N. Lack of use ☐ Yes

- [39] **RENTAL:** Lessor may only look to the Using Agency for payment of rent or other charges. CMS is not responsible for payment unless it is a Using Agency.

- [40] **HOLDOVER:** If, after expiration of the lease, the Lessee shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis until terminated. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

-
- [41] **FISCAL FUNDING:** Any lease that extends beyond June 30 of any year is subject to sufficient funds being made available by the General Assembly or Federal Funding source.
- [42] **FEDERAL FUNDING** (Strike if not applicable): Lessor understands that liability for rent is due solely from Federal Funds.
- ~~[43] **PURCHASE OPTION:** A purchase option has been negotiated. Such information is shown in Exhibit P. (Strike if not applicable.)~~
- [44] **QUIET ENJOYMENT:** Lessor covenants that it has full right and power to execute and perform this lease. Authority for corporations, partnerships and trust is shown on Exhibit D. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default of foreclosure will not affect the Lease.
- [45] **POSSESSION AND SURRENDER:** Lessee will be entitled to possession on said date, neither Lessee nor Agency shall be liable for rent, and rental shall be prorated from date of occupancy and if possession cannot be given within 30 days of the commencement of the lease terms for reasons other than the delay by causes beyond the reasonable control of the Lessor, inability to acquire adequate financing shall not be considered sufficient cause for delay, then Lessee, at its own option may terminate this lease.
- Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond lessee's control; and improvements herein permitted or required excepted.
- Lessee may remove all State owned or paid for equipment, fixtures and improvements. Lessee will repair damage beyond reasonable wear and tear caused by such removals.
- [46] **ASSIGNMENT:** The Department of Central Management Services may substitute Using Agencies at any time. Such substitute Agency shall be for all or part of the leased premises. The substitute Agency would be responsible for all future obligations unless otherwise specified by the Department.
- [47] **CONDEMNATION:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable for lessee, the lessee may terminate the lease by giving at least 30 days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by lessee.
- [48] **UNTENANTABILITY:** If the premises becomes untenable because of casualty or lessor's act or neglect, lessee may declare the lease terminated and may vacate if the problem is not cured by the lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.
- [49] **INSURANCE:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover lessee's equipment or office furnishings. Lessee is self insuring. A copy of Lessee's self-insurance policy will be provided on request.
- [50] **BREACH:** Failure of lessor to comply with this lease, to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of the lease. This will allow lessee the option of having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminate the lease. If the lease is terminated, lessee may remain in possession, making payments at the monthly rate, until suitable substitute premises are available.
- [51] **COVENANTS BINDING:** All covenants and representations made in this lease are dependent and will be binding upon, apply to and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express approval of the Department of Central Management Services.
- [52] **EXAMINATION OF RECORDS:** Lessor agrees to allow lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease.
- [53] **SIGNATURE:** Representatives of the Department of Central Management Services and the Using Agency execute this document in their official capacity only and not as individuals.
- [54] **NOTICES:** Notices to lessor shall be sent to the address shown on page one of this lease. Notices to lessee shall be sent to the Using Agency at the address shown on page one of this lease and to the Department of Central Management Services at either 723 Stratton Office Building, Springfield, Illinois 62706 or 100 West Randolph Street, Suite 11-800, Chicago, Illinois 60601. All notices will be effective upon posting in the U.S. Mail.
- [55] **LAWS OF ILLINOIS:** This lease will be interpreted in accordance with Illinois laws and applicable administrative rules.

REAL ESTATE LEASE FORM

PAGE 5 OF 6

- [56] **NON-DISCRIMINATION:** Vendor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. **The Department of Human Rights equal employment opportunity clause is incorporated by reference.**
- [57] Parties signing the lease on behalf of the Lessor certify that they have authority to execute the lease and to commit to all described covenants.

SIGNATURES: Having agreed to lease the premises, the parties have executed this document. Lessor also certifying he has not bribed or attempted to bribe an officer or employee of the State of Illinois.

LESSOR City of Chicago, A Municipal Corporation

[58] By For Signatures See Attached Exhibit E [59] _____
date

[60] Title _____

[61] Attest _____

USING AGENCY Department of Corrections

[62] By For Signatures See Attached Exhibit E [63] _____
date

[64] Title _____

DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

[65] By For Signatures See Attached Exhibit E [66] _____
date

[67] Title Director

[68] Negotiated By Jim Bonarigo 2/17/98
Leasing Representative date

Approved as to legal form _____



ILLINOIS DEPARTMENT OF
CENTRAL MANAGEMENT SERVICES

PAGE 6

Lease Control No. _____

Real Estate Lease Form Disclosure Statement

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (Ill. Rev. Stat. ch. 102, par. 3.1 and ch. 127, par. 132.10-1 and 11-1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

City of Chicago, a Municipal Corporation as Lessor.

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

_____ NO _____ YES If "yes", explain employment and/or relationship.

N/A

- IV. I, _____, state on oath or affirm that I am (title) _____
for of (firm/name) _____

and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

For Signatures See Exhibit E

State of Illinois)
County of _____) SS
)

Signature _____ date _____

I, _____, certify
on _____, 198____, _____,
personally appeared before me and swore or affirmed that _____ he _____ signed this
document as _____ of _____
and that the information provided was true and correct.

Attestation (name/title) _____ date _____

Notary

Seal

Seal

Notary Public

Commission Expires _____

Lease Control Number 01768

Exhibit E

City of Chicago, a Municipal Corporation,
Lessor
Approved as to form and legality:

Assistant Corporation Counssel

By: _____
Supervisor of Leasing

By: _____
Commissioner, Department of General Services

By: _____
Department of Central Management Services,
State of Illinois, Lessee

By: _____
Director, Department of Corrections
State of Illinois

EXECUTION OF LEASE AGREEMENT WITH JMS ENTERPRISES,
INCORPORATED (DREAM BOAT) FOR SUNDRY
PRIVILEGES AT OGDEN SLIP.

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 with JMS Enterprises, Incorporated (Dream Boat) for sundry privileges at Ogden Slip.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Ogden Slip under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; 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 JMS Enterprises, Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 JMS Enterprises, Incorporated, a corporation organized and existing by virtue of the laws of the State of North Carolina (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 Ogden Slip, North Streeter Drive and West Grand Avenue, Chicago, Illinois, hereinafter called "Ogden Slip".

This agreement shall consist of two parts:

Part I--General Conditions: and

Part II--Special Conditions numbered 1 to 6.

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 Ogden Slip, 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 Ogden Slip and concrete dock and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Ogden Slip 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 Ogden Slip 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 any wise 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 if its receipt of said premises in a safe, sanitary and sightly condition and in good repair, subject to terms and completion of all work by Lessor as delineated in Part II.

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 General Services (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 therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto. Lessee attaches as Exhibit A the form of sign to be approved by Lessor.

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 Department of General Services, Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachments 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 in continued 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, guest, 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, Room 502,

Chicago, Illinois 60610, 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:

Mr. James M. Smyth
Genesis Creative Group, Incorporated
712 North Wells Street
Chicago, Illinois 60610-3510

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.

I. Premises

Ogden Slip--Dream Merchant

Lessor grants to Lessee the exclusive privilege to use approximately 60 lineal feet of concrete dock space on the northerly dock of Ogden Slip commencing from approximately three hundred twenty-five (325) feet from the corner section.

Lessee shall not have the use of any additional area on Ogden Slip.

II. Purpose

Lessee shall use the premises to operate the Dream Merchant motor vessel and for no other purpose whatsoever.

III. Term

The term of this agreement shall begin on January 1, 1988 and terminate on December 31, 1989.

IV. 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.

A. Dock Area--Ogden Slip

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privilege herein granted in Section 1 an annual rental rate of Two Thousand Five Hundred Eighty and 00/100 Dollars (\$2,580.00) at the rate of Forty-three and no/100 Dollars (\$43.00) per lineal foot payable April 1, 1988.

Gross Sales

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

1. Twenty-five percent (25%) by execution of Lease. (Based on estimated One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00) of gross sales).
2. Balance of 1988 gross sales on or before 1st day of December, 1988.

January 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privilege herein granted in Section 1 an annual rental rate of Two Thousand Seven Hundred Sixty and 00/100 Dollars (\$2,760.00) at the rate of Forty-six and no/100 Dollars (\$46.00) per lineal foot payable April 1, 1988.

Gross Sales

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

1. Twenty-five percent (25%) by execution of Lease based on 1988 gross sales.
 2. Balance of 1989 gross sales on or before 1st day of December, 1988.
- B. Upon execution of this Lease Agreement, Lessee shall make a certified check payable to "City of Chicago" and mail to:

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

V. Operations

- A. 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 crafts.
- B. 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 under way on craft.

- C. 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;
 - 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.
- D. Lessee shall advise the Commissioner of General Services 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.
- E. 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.
- F. 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.
- G. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services Office.
- H. The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$3,000,000 indemnification and saving harmless the City of Chicago and the 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.
- I. Lessee 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.

J. Garbage Provisions:

1. JMS Enterprises, Inc., will provide its own scavenger service.
2. All dumpsters for Dream Merchants vessel will be consolidated in order to not interfere with public pedestrian traffic.
3. 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.
4. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.

K. Lessee has the right to employ a caterer of its choice to provide food and beverage service.

L. The serving of alcoholic beverages of any kind on the demised premises and vessel shall comply with the Chicago Municipal Code and State Statute.

VI. 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 CHICAGO CRUISES,
INCORPORATED (MVI, MVII AND HARBOR ESCORT)
FOR SUNDRY PRIVILEGES AT OGDEN SLIP.

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 with Chicago Cruises, Incorporated (MVI, MVII and Harbor Escort) for sundry privileges at Ogden Slip.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Ogden Slip under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and Chicago Cruises, Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 Chicago Cruises, Incorporated, 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 Ogden Slip, North Streeter Drive and West Grand Avenue, Chicago, Illinois, hereinafter called "Ogden Slip".

This agreement shall consist of two parts:

Part I--General Conditions; and

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 Ogden Slip, 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 Ogden Slip and concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Ogden Slip 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 Ogden Slip 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 herein stated 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 any wise 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. Subject to terms and completion of all work by Lessor as delineated in Part II.

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 General Services (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 therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto. Lessee attaches as Exhibit A the form of sign to be approved by Lessor.

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 Department of General Services, Supervisor of Leasing, Real Estate Office, 320 North Clark Street, Room 505, Chicago, Illinois 60610 for incorporation within this agreement as attachments 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's continued 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, Room 502, Chicago, Illinois 60610, 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:

Ms. Holly Ann Headland
Chicago Cruises, Incorporated
10468 Indianapolis Boulevard
Chicago, Illinois 60617

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.

I. Premises

A. Dock Area--1986--MVI

Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock space in the Ogden Slip running from the Coast Guard property line to the Northerly Dock.

Lessee shall not have the use of any additional area on Ogden Slip.

B. Dock Area--1987--MVI And MVII

January 1st through July 31st

1. Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock space in Ogden Slip running from the Coast Guard property line to the Northerly Dock.

August 1st through December 31st

2. Lessor grants to Lessee in addition the exclusive privilege mentioned in paragraph (1) the first approximately 190 lineal feet of concrete dock space in Ogden Slip running westerly along the North Dock.

To avoid a double charge for the corner section of the leased dock space, the total rental lineal feet on both North and East Docks at Ogden Slip shall be equal to the gross lineal feet of dock less fifty (50) feet. The net lineal feet is approximately two hundred-eighty (280) lineal feet.

C. Dock Area--1988--MVI, MVII, Harbor Escort And Barge

Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock space in Ogden Slip running from the Coast Guard property line to the Northerly Dock and thence westerly approximately 200 feet.

To avoid a double charge for the corner section of the leased dock space, the total rental lineal feet on both North and East Docks at Ogden Slip shall be equal to the gross lineal feet of dock less twenty-five (25) feet. The net lineal feet is approximately three hundred fifteen (315) lineal feet.

D. Dock Area--1989--MVI, MVII, Harbor Escort And Barge

Lessor grants to Lessee the exclusive privilege to use approximately 140 lineal feet of concrete dock space in Ogden Slip running from the Coast Guard property line to the Northerly Dock and thence westerly approximately 325 feet.

To avoid a double charge for the corner section of the leased dock space, the total rental lineal feet on both North and East Docks at Ogden Slip shall be equal to the gross lineal feet of dock less twenty-five (25) feet. The net lineal feet is approximately four hundred forty (440) lineal feet.

Vessels To Be Moored

1986 Season--MVI vessel only

1987 Season--MVI and MVII vessels only

1988 and 1989 Season--MVI, MVII and Harbor Escort vessels
only and one barge

E. Storage Area

1. Lessee shall have use of approximately 653 square feet of storage area located at Frame 5 for the years 1986 and 1987.
2. Lessee shall have use of approximately 800 square feet of storage space area located at Frame 6 for the years 1986, 1987 and 1988.

II. Purpose

Lessee shall use the premises to operate the MVI, MVII, Harbor Escort motor vessels and dock a barge at times specified. Vessels and barge shall be prohibited from extending pass the 325-foot mark on North Dock.

III. Term

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

IV. 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.

V. Rental

A. Dock Area--Ogden Slip

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 Five Thousand Six Hundred and no/100 Dollars (\$5,600.00) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Upon Execution Of Lease

January 1, 1987 through December 31, 1987--East Dock Only

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B-1, an annual rate of Five Thousand Six Hundred and no/100 Dollars (\$5,600.00) at the rate of Forty and no/100 Dollars (\$40.00) per lineal foot payable at execution of lease.

North Dock--August 1, 1987 through December 31, 1987

Lessee agrees to pay Lessor for the privilege herein granted in Section 1B-2, an annual rental rate of Two Thousand Three Hundred Thirty-three and 35/100 Dollars (\$2,333.35) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Upon Execution Of Lease

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privilege herein granted in Section 1C, an annual rental rate of Thirteen Thousand Five Hundred Forty-five and 00/100 Dollars (\$13,545.00) at the rate of Forty-three and no/100 Dollars (\$43.00) per lineal foot payable April 1, 1988.

Gross Sales

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

1. Twenty-five percent (25%) by April 1, 1988 or execution of Lease based on 1987 gross sales.
2. Balance of 1988 gross sales on or before 1st day of December, 1988.

January 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privilege herein granted in Section 1D, an annual rental rate of Fourteen Thousand Nine Hundred Fifty and 00/100 Dollars (\$14,950.00) at the rate of Forty-six and no/100 Dollars (\$46.00) per lineal foot payable April 1, 1989.

Gross Sales

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

1. Twenty-five percent (25%) by April 1, 1989 based on 1988 gross sales.
2. Balance of 1989 gross sales 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 1E, an annual rental rate of Seven Hundred Twenty-six and 50/100 Dollars (\$726.50) at the rate of fifty cents (\$0.50) per square foot, payable in full at execution of lease.

1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1D, an annual rent of Four Hundred and no/100 Dollars (\$400.00) at the rate of fifty cents (\$0.50) per square foot, payable in full at execution of lease.

- 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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. Operations

- A. 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 crafts.
- B. 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.
- C. 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;

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.
- D. Lessee shall advise the Commissioner of General Services 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.
- E. 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.
- F. 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.
- G. Lessee's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner of General Services Office.
- H. The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$3,000,000 indemnification and saving harmless the City of Chicago and the 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.
- I. Lessee 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.
- J. Garbage Provisions:
1. Chicago Cruises will provide its own scavenger service.
 2. All dumpsters for MVI, MVII, and Harbor Escort will be consolidated in order to not interfere with public pedestrian traffic.

3. 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 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.
 4. The Lessee will screen the dumpster area from the general public if necessary after consulting the Commissioner of General Services.
- K. Lessee has the right to employ a caterer of its choice to provide food and beverage service.
- L. The serving of alcoholic beverages of any kind on the demised premises and vessels shall comply with the Chicago Municipal Code and State Statute.

VII. 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 INTERLUDE
ENTERPRISES, INCORPORATED (INTERLUDE II)
FOR SUNDRY PRIVILEGES AT
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 execution of a lease agreement with Interlude Enterprises, Incorporated (Interlude II) for sundry privileges at the south bank of the Chicago River, adjacent to and east of the North Wabash 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and Interlude Enterprises, Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 Interlude Enterprises, Incorporated (Interlude II), 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 east of the North Wabash Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This agreement shall consist of two parts:

Part I--General Conditions; and

Part II--Special Conditions numbered 1 to 6.

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 any wise 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 the Department of General Services (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 therefore 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 incidental 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 attachments 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 in continued 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, 320 North Clark Street, Room 502, Chicago, Illinois 60610, and to the Supervisor of Leasing, Department of General Services, 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:

Peter Froeliger
President
P.O. Box 245-R
Romeoville, Illinois 60441

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.

I. Premises

A. Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 60 lineal feet of concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and east of the North Wabash Avenue Bridge.

B. Storage Area

Lessee shall not have any storage space.

II. Purpose

Lessee shall use the premises to operate a sightseeing business which consists of the Interlude II vessel and for no other purpose whatsoever.

III. Term

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

IV. 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.

V. 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 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.

Gross Sales

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

Payable at execution of lease.

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 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.

Gross Sales

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

Payable at execution of lease.

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 Three Thousand Two Hundred 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, or execution of lease.

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 or execution of lease based on 1987 gross sales.
2. Balance of 1988 gross sales 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 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 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 1st of 1989 or execution of lease based on 1988 gross sales.

2. Balance of 1989 gross sales on/or before 1st day of December, 1989.
- B. 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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. 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 General Services 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 the Department of General Services Office.
- G. The insurance required under this Lease Agreement shall include, but not be limited to an indemnification in the penal sum of \$3,000,000 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 Interlude II 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 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 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 the Department of General Services.
 - 4. Lessee shall provide its own scavenger service.

- K. Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation.
- L. The serving of alcoholic beverages of any kind on the demised premises and vessel shall comply with the Chicago Municipal Code and state statute.
- M. Lessor has authority to have signage on lower Wacker Drive. Sign verbage will state boat name and have directional arrows only. Placement of signs and size will be at the discretion of the Department of General Services.
- N. Lessee will pay for all utilities including water.

VII. 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 WAGNER CHARTER
COMPANY, INCORPORATED (TRINIDAD) FOR
SUNDRY PRIVILEGES AT 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 execution of a lease agreement with Wagner Charter Company, Incorporated (Trinidad) for sundry privileges at the south bank of the Chicago River, adjacent to and west of the North Wells Street 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and Wagner Charter Company, Inc., which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 Wagner Charter Company, Incorporated (Trinidad), 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 Wells Street Bridge, Chicago, Illinois, hereinafter called "Chicago River".

This agreement shall consist of two parts:

Part I--General Conditions; and

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 any wise 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 the Department of General Services (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 therefore 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 slightly 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 incidental 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 Chicago 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 attachments 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 in continued 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, 320 North Clark Street, Room 502, Chicago, Illinois 60610, and to the Supervisor of Leasing, Department of General Services, 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:

Kenneth Wagner
9222 Crescent Drive
Franklin Park, Illinois 60131

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.

I. Premises

A. Dock Area

Lessor grants to Lessee the exclusive privilege to use approximately 100 lineal feet of concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and west of the North Wells Street Bridge.

B. Storage Area

Lessee shall not have any storage space.

II. Purpose

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

III. Term

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

IV. 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.

V. 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 Four Thousand and no/100 Dollars (\$4,000.00) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Payable at execution of lease.

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 Four Thousand and no/100 Dollars (\$4,000.00) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Payable at execution of lease.

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 Four Thousand Three Hundred and no/100 Dollars (\$4,300.00) at the rate of Forty-three and no/100 Dollars (\$43.00) per lineal foot, payable by April 1, 1988 or 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 April 1st of 1988 or execution of lease based on 1987 gross sales.
2. Balance on/or before 1st day of December, 1988 of 1988 gross sales.

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 Four Thousand Six Hundred and no/100 Dollars (\$4,600.00) at the rate of Forty-six and no/100 Dollars (\$46.00) per lineal foot, payable by April 1, 1989 or execution of lease.

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 1st of 1989 or execution of lease based on 1988 gross sales.
 2. Balanced on/or before 1st day of December, 1989 of 1989 gross sales.
- B. 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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. 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 General Services 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 the Department of General Services 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 and 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 Trinidad 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 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 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 the Department of General Services.
4. Lessee shall provide its own scavenger service.
- K. Lessee has the authority to install additional lighting. Additional lighting has to be approved by the Department of General Services prior to installation.
- L. The serving of alcoholic beverages of any kind on the demised premises and vessel shall comply with the Chicago Municipal Code and State Statute.
- M. Lessor has authority to have two (2) 18 inch x 24 foot signs on lower Wacker Drive. Sign verbage will state boat name and have directional arrows only. Placement of signs will be at the discretion of the Department of General Services.
- N. Lessor will provide water hook-up. Lessee will pay for all utilities including water.

VII. 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 ALL ABOARD PARTY
CRUISES, INCORPORATED AND AMERICAN PARTY CRUISES,
INCORPORATED FOR SUNDRY PRIVILEGES
AT NAVY PIER AND OGDEN SLIP.

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 with All Aboard Party Cruises, Incorporated and American Party Cruises, Incorporated for sundry privileges at Navy Pier and Ogden Slip.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Chicago River under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; now, therefore,

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

SECTION 1. The Lease between the City of Chicago and All Aboard Party Cruises, Incorporated and American Party Cruises, Incorporated, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 American Party Cruises, Incorporated (The Chicago Princess I) and All Aboard Party Cruises, Incorporated (The Chicago Princess II) 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 Navy Pier, North Streeter Drive and West Grand Avenue, Chicago, Illinois, hereinafter called "Navy Pier", and the privileges hereinafter described on premises at the Ogden Slip, North Streeter Drive and West Grand Avenue, Chicago, Illinois hereinafter called "Ogden Slip".

This agreement shall consist of two parts:

Part I--General Conditions; and

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 Navy Pier and Ogden Slip, 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 and Ogden Slip concrete docks and wharf area.

(b) The right of Lessor to further develop, improve, maintain, modify and repair Navy Pier and Ogden Slip 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 Navy Pier and Ogden Slip 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 obligations 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 any wise 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 slightly condition and in good repair. Subject to terms and completion of all work by Lessor as delineated in Part II.

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 General Services (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 therefore and if then approved may incorporate all or part thereof within this agreement as attachments thereto. Lessee attaches as Exhibit A the form of sign to be approved by Lessor.

Article V.

Lessee, at his own expense, shall keep the premises in a safe, sanitary and slightly 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 incidental 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 attachments 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's continued 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, Room 502, Chicago, Illinois 60610, 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:

Mr. Art Dawson
All Aboard Party Cruises, Incorporated
P.O. Box 10340
Chicago, Illinois 60610-0340

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.

I. Premises

A. Dock Area--1986--1987--Chicago Princess

Lessor grants to Lessee the exclusive privilege to use concrete dock space and wharf area. Commencing approximately 175 lineal feet from the northeast corner of Ogden Slip and thence westerly approximately 100 lineal feet.

Lessee shall not have the use of any additional area on Ogden Slip.

B. Dock Area--1988
Navy Pier--Chicago Princess II

Lessor grants to Lessee the exclusive privilege to use approximately 110 lineal feet of concrete dock space and wharf area on the south dock of Navy Pier from Frame 10-1/2 to Frame 16.

Ogden Slip--Chicago Princess

Lessor grants to Lessee the exclusive privilege to use concrete dock space and wharf area. Commencing approximately 175 lineal feet from the northeast corner of Ogden Slip and thence westerly approximately 100 lineal feet.

Lessee shall not have the use of any additional area on Ogden Slip and Navy Pier.

C. Dock Area 1989--Chicago Princess and Chicago Princess II

Lessor grants to Lessee the exclusive privilege to use approximately 220 lineal feet of concrete dock space and wharf area on the south dock of Navy Pier from Frame 7 to 17.

Lessee shall not have the use of any additional area on Navy Pier and Ogden Slip.

II. Vessels To Be Moored

Lessee shall use both premises to operate a charter cruise business using the vessels commonly known as the Chicago Princess and the Chicago Princess II.

Chicago Princess--1986 through 1989 Season

Chicago Princess II--1988 through 1989 Season

III. Term

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

IV. Cancellation

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

V. Rental

A. Dock Area--Ogden Slip

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 Four Thousand and no/100 Dollars (\$4,000.00) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Upon Execution Of Lease

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 Four Thousand and no/100 Dollars (\$4,000.00) at the rate of Forty and no/100 Dollars (\$40.00) 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:

Upon Execution Of Lease

B. Dock Area--Navy Pier

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rental rate of Eleven Thousand and no/100 Dollars (\$11,000.00) at the rate of Fifty and no/100 Dollars (\$50.00) 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 1988 gross sales as follows:

- a) Twenty-five percent (25%) by April 1, 1988 or execution of lease based on 1987 gross sales.
- b) Balance of 1988 gross sales on or before 1st day of December, 1988.

C. Dock Area--Navy Pier--The Chicago Princess And The Chicago Princess II

January 1, 1989 through December 31, 1989

Lessee agrees to pay Lessor for the privileges herein granted in Section 1C, an annual rental rate of Eleven Thousand Eight Hundred and no/100 Dollars (\$11,800.00) 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:

- a) Twenty-five percent (25%) by April 1, 1989 or execution of lease based on 1988 gross sales.
- b) Balance of 1989 gross sales on or before 1st day of December, 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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. 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 General Services 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 General Services 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 and the 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.
- H. Lessee will have exclusive use of electrical Box B located at approximately Frame 9 on the south dock of Navy Pier. In addition, Lessee will pay for telephone installation.
- I. Lessee 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.
- J. Lessor shall remove damaged pilings to accommodate Princess II prior to execution of lease.
- K. Garbage Provisions:
 - 1. All dumpsters for All Aboard Party Cruises, Inc. and American Party Cruises, Inc., will be consolidated near boat vessels or location designated by Commissioner of General Services 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 General Services.

4. Lessee shall provide its own scavenger service.

L. Lessor shall install additional ballard at Frame 10-1/2 after receiving a written request from Lessee after execution of lease.

M. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and state statute.

VII. 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 CAPTAIN JOE
BOAT SERVICE FOR SUNDRY PRIVILEGES
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 execution of a lease agreement with Captain Joe Boat Service for sundry privileges 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Section 24.1 of the Municipal Code of Chicago places the management, control, and leasing at Navy Pier under the jurisdiction of the Department of General Services, subject to approval of the Commissioner of General Services and the City Council; and

WHEREAS, The Department of General Services 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 General Services; 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 Captain Joe Boat Service, which is substantially in the following form, is hereby approved.

SECTION 2. The Department of General Services is 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 Captain Joe Boat Service, a sole proprietorship (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, North Streeter Drive and West Grand Avenue, Chicago, Illinois, hereinafter called "Navy Pier".

This agreement shall consist of two parts:

Part I--General Conditions; and

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 dock 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 the 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 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 any wise 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 General Services (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 therefore

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 attachments 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 in continued 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 General Services, 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 General Services.

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 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 Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 General Services of the City of Chicago, 320 North Clark Street, Room 502, Chicago, Illinois 60610, 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:

Joseph M. Roberts
2201 Westwood
Hillside, Illinois 60162

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.

I. Premises

A. Dock Area--1986--1987 Season

Lessor grants to Lessee the exclusive privilege to use approximately 146 lineal feet of concrete dock and wharf area on the South Dock of Navy Pier from Frame 68 to Frame 72.

B. Dock Area--1988 Season

Lessor grants to Lessee the exclusive privilege to use approximately 172 lineal feet of concrete dock and wharf area on the South Dock of Navy Pier from Frame 1 through Frame 9-1/2.

C. Dock Area--1989 Season

Lessor grants to Lessee the exclusive privilege to use approximately 110 lineal feet of concrete dock and wharf area on the South Dock of Navy Pier from Frame 1 through Frame 6-1/2.

In addition, commencing from approximately 30 feet from the beginning of the North/South Dock the Lessor grants to Lessee the exclusive privilege to use approximately 100 lineal feet of concrete dock and wharf area. See Exhibit 1.

II. Purpose

Lessee shall use the premises to operate The Baby Doll No. 7 and Baby Doll No. 8 vessels for a charter boat service and for no other purpose whatsoever.

III. Term

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

IV. 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.

V. Rental

Dock Area--Navy Pier

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 Six Thousand Eight Hundred Sixty-two and no/100 Dollars (\$6,862.00) at the rate of Forty-seven and no/100 Dollars (\$47.00) 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:

Payable at execution of lease.

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 Six Thousand Eight Hundred Sixty-two and no/100 Dollars (\$6,862.00) at the rate of Forty-seven and no/100 Dollars (\$47.00) 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:

Payable at execution of lease.

January 1, 1988 through December 31, 1988

Lessee agrees to pay Lessor for the privileges herein granted in Section 1B, an annual rental rate of Eight Thousand Six Hundred and no/100 Dollars (\$8,600.00) 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 1st of 1988. Based on 1987 gross sales.
2. Balance of 1988 gross sales 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 1C, an annual rental rate of Eleven Thousand Three Hundred Forty and no/100 Dollars (\$11,340.00) 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 1988 gross sales.
2. Balance of 1989 gross sales on/or before 1st day of December, 1989.

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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VI. 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 communications 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 communications system to the full satisfaction of the Commissioner of General Services; 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 General Services 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 General Services 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 naming the City of Chicago as additionally insured 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 and 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 Captain Joe Boat Service will be consolidated against wall between Frame 6 and 7 in order to not interfere with public pedestrian traffic coming through the South Dock 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 General Services.
 4. Lessee shall provide its own scavenger service.
- K. Department of General Services will provide access to water to Lessee during Department of Public Works hours of operation.
- L. The serving of alcoholic beverages of any kind on the demised premises shall comply with the Chicago Municipal Code and State Statute.
- M. The Department of General Services has authority within sixty (60) days prior written notice to relocate Lessee's vessels during 1986 and 1987 season to a alternative location on Navy Pier for Exhibition Events using South Dock.

The event leasing Navy Pier will provide the following for Lessee:

1. Relocation of ice machine from its present location to the temporary dock site for the duration of the event and returning the ice machine after the event.
 2. Supply 100 amp, 240 single phase electrical cord for adequate electrical service at temporary location.
- N. The Lessor will rehabilitate the concrete and wharf structures on the North/South Dock area. Rehabilitation will take place after execution of the lease and prior to April 1, 1989.
- O. The Lessee will have the option to install a one hundred (100) foot cyclone fence with gate along the North/South Dock area as shown in Exhibit 1.

Under the following conditions:

1. All permits, if required, in the construction of said fence shall be obtained and paid for by Lessee.
2. All installation of fencing made on demised premises shall be completed by April 1, 1989 and shall revert back to the Lessor at the term of this lease, without any further obligations for repairs and/or restoration on the part of the Lessee.

VII. 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.

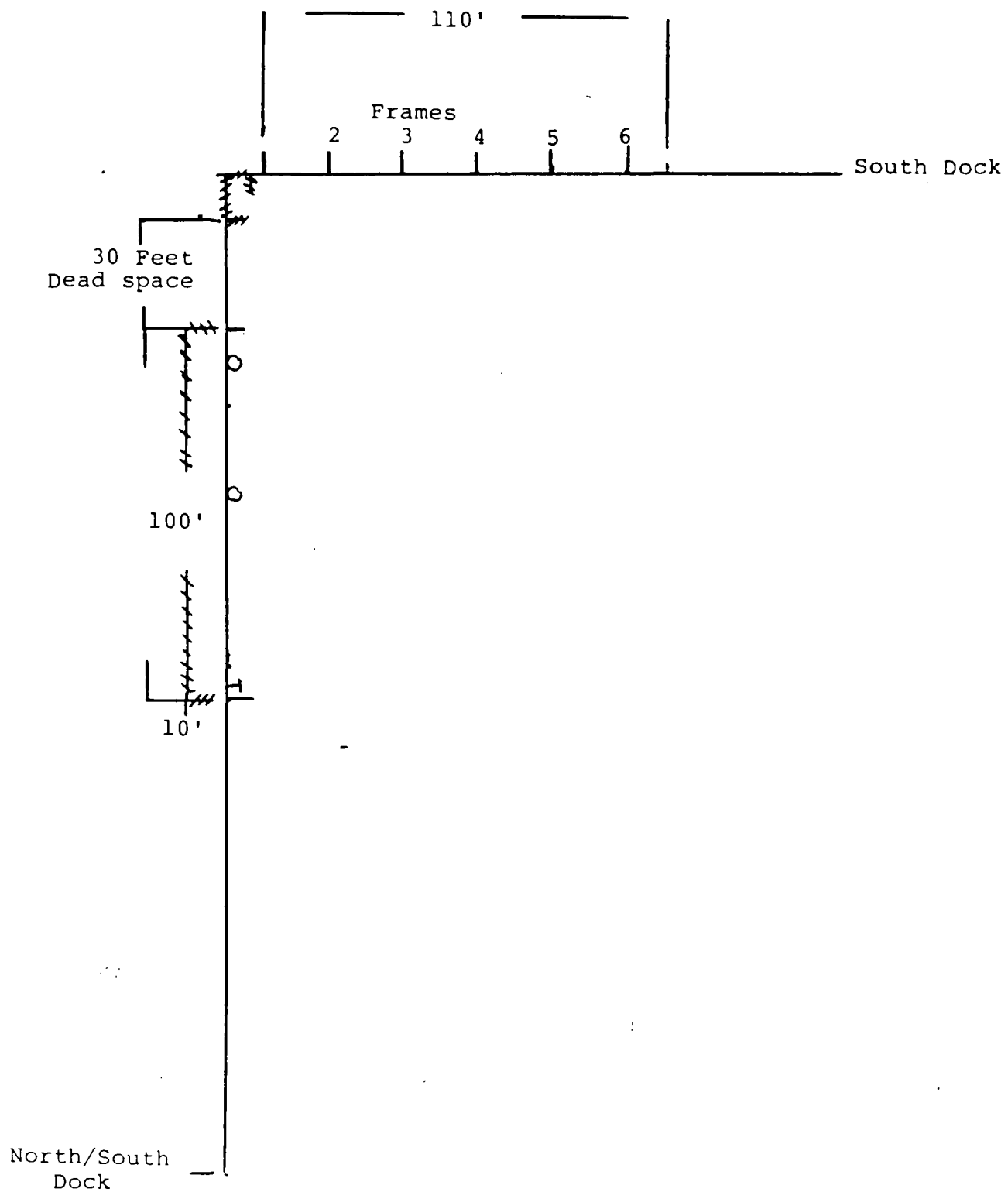
[Signature forms omitted for printing purposes.]

[Exhibit I attached to this Agreement printed on page
17492 of this Journal.]

EXECUTION OF LEASE AGREEMENT WITH LAKESIDE GROUP,
INCORPORATED, DOING BUSINESS AS CHICAGO
INTERNATIONAL NEW ART FORMS
EXHIBITION, FOR SUNDRY
PRIVILEGES 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 execution of a lease agreement with Lakeside Group, Incorporated, doing business as Chicago International New Art Forms Exhibition, for purposes of staging a New Art Forms Exhibition on the entire east end, midway and shelter buildings at Navy Pier.

(Continued on page 17493)

Exhibit "I"

(Continued from 17491)

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

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 Department of General Services is authorized to execute a lease on behalf of the City of Chicago, a municipal corporation, as Lessor, with the Lakeside Group, Inc., a limited partnership, doing business as Chicago International New Art Forms Exhibition for the entire east end, midway terminal and shelter buildings located on Navy Pier, to be used solely for the purpose of staging a New Art Forms Exhibition; such lease to be approved by the Commissioner of General Services 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 Chicago International New Art Forms Exhibition, Lakeside Group, Inc. (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 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, Post of Grant Avenue, Chicago, Illinois (hereinafter referred to as "Pier").

This Agreement shall consist of two parts:

Part 1--General Conditions; and

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 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 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 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 anywise 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 General Services (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 operations, 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 insured 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 any 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 tenable 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 not 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 General Services, Attention: Supervisor of Leasing of the City of Chicago, 320 North Clark Street, Room 505, Chicago, Illinois 60610, and notice to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at The Lakeside Group, 600 North McClurg Court, 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.

I. Premises

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

Auditorium/Recreation Buildings
Terrace Promenade
Shelter Building
Terminal Building
Midway

II. Purpose

A. Auditorium/Recreation Buildings/Terrace Promenade/Shelter Building/Terminal Buildings.

Lessee shall use the premises for the purpose of sponsoring The New Art Forms Show for approximately 5,000 persons daily.

B. Midway

Lessee shall use the Midway for the purpose of a cab drop off and for exhibitor and handicapped parking only. On opening night, September 23, 1988 Lessee will be allowed to use Midway for visitor parking. The Lessee will operate a shuttle bus down the South Dock only.

III. Term

The term of this Agreement shall begin on the 13th day of September, 1988 at 8:00 A.M. and shall terminate on the 30th day of September, 1988 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 13th day of September, 1988 at 8:00 A.M. in the Terminal and Shelter Buildings and on the 19th day of September, 1988

in the Auditorium and Recreation Buildings and shall terminate on the 22nd day of September, 1988 at 5:29 P.M.

B. New Art Forms Show

Art Exposition will begin on the 23rd day of September, 1988 at 5:30 P.M. and shall terminate on the 26th day of September, 1988 at 6:00 P.M.

September 23rd	Opening Night 5:30 P.M.--10:30 P.M. Benefit, Merrill Suzanne Weiss, Children's Memorial Hospital
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September 24th	12:00 P.M.--9:00 P.M.
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September 25th	12:00 P.M.--9:00 P.M.
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September 26th	12:00 P.M.--6:00 P.M.
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The New Art Forms Exposition closes.
Breakdown begins.

C. Breakdown Time

Lessee shall be allowed breakdown time on the 26th day of September, 1988 at 6:01 P.M. and such breakdown time shall terminate on the 29th day of September, 1988 at 4:00 P.M. for the Auditorium and Recreation Buildings and shall terminate on the 30th day of September, 1988 at 4:00 P.M. for the Terminal and Shelter Buildings.

IV. Rental Rates/Operating Costs

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

1. Terminal Building (September 13, 1988 through September 30, 1988)

\$.50 net square foot per 12 day period.
\$250.00 per day for additional set-up
and/or breakdown.

672 net square feet x \$.50 =	\$ 336.00
6 additional set-up/breakdown days	

	x \$250.00 =	<u>1,500.00</u>
	Total Days = 18	
	Total Rental for Terminal Building =	\$1,836.00
2.	Shelter Building (September 13, 1988 through September 30, 1988)	
	\$.50 net square foot per 12 day package. \$500.00 per day for additional set-up and/or breakdown.	
	6,648 net square feet x \$.50 =	\$3,324.00
	6 additional set-up/breakdown days x \$500.00 =	<u>3,000.00</u>
	Total Days = 18	
	Total Rental From Shelter Building =	\$6,324.00
3.	Recreation Building (September 19, 1988 through September 29, 1988)	
	\$.50 net square foot for 12 day package. \$250.00 per day for additional set-up and/or breakdown.	
	2,880 net square feet x \$.50 =	\$1,140.00
	Total Days = 11	
	Total Rental from Shelter Building =	\$1,140.00
4.	Auditorium (September 19, 1988 through September 29, 1988)	
	\$1.50 net square foot for 12 day package	
	7,200 net square feet x \$1.50 =	\$10,800.00
	Total Days = 11	
	Total Rental for Auditorium Building =	\$10,800.00
	Plus Catering Kitchen Cleaning Fee	100.00
5.	Midway	N/C
	Total Rental for Navy Pier =	\$20,200.00
B.	Estimated Operating Costs	
	Utility Expenses	
1.	Electricity	

Electrical meters will be read by
the Department of General Services on
the following dates:

Terminal and Shelter Buildings-	September 13, 1988
Auditorium and Recreation	
Building	September 19, 1988

Final readings will be made by the
Department of General Services after
verification that Lessee has
vacated premises.

Electricity Deposit :	\$2,500.00
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C. Support Personnel

- | | | |
|----|------------------------------------|----------------------|
| 1. | Operating Engineer (D.P.W.) Rates: | \$19.51 Regular Rate |
| | | \$29.10 Overtime |
| | | \$39.02 Double Time |

An Assistant Chief Operating Engineer from the Department of
General Services and/or and Operating Engineer Group A from
the Department of General Services must be at Navy Pier at all
times during the New Art Forms Show (September 23rd through
September 26th).

Operating Engineer Deposit:	\$2,100.00
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- | | | |
|----|-----------------------|----------------------|
| 2. | Electricians (D.S.S.) | \$25.00 Regular Time |
| | | \$37.50 Overtime |
| | | \$50.00 Double Time |

One Electrician from the Department of Streets and Sanitation
must be on Navy Pier at all times during the New Art Forms
Exposition (September 23rd through September 26th).

Electricians Deposit:	\$1,800.00
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- | | | |
|----|----------------------------------|-----------------------|
| 3. | Sprinkler Fitter (D.P.W.) Rates: | \$20.10 Straight Time |
| | | \$30.15 Overtime |
| | | \$40.20 Double Time |

One Sprinkler Fitter from the Department of Public Works must
be at Navy Pier at all times during the New Art Forms Exposition
(September 23rd through September 26th).

Sprinkler Fitter Deposit:	\$2,000.00
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4. Total Support Personnel Deposits:
- | | |
|------------------|-----------------|
| Engineer | \$2,100.00 |
| Electrician | 1,800.00 |
| Sprinkler Fitter | <u>2,000.00</u> |
| Total: | \$5,900.00 |
5. Clean-Up/Repair/Breakdown/Operating Cost/Deposit
- Deposit of Five Thousand and no/100 (\$5,000.00)
6. Summary of Estimates for Operating Costs
- | | |
|----------------------------|-----------------|
| Electricity Deposit | \$2,500.00 |
| Operating Engineer Deposit | 2,100.00 |
| Electricians Deposit | 1,800.00 |
| Sprinkler Fitter Deposit | <u>2,000.00</u> |
| Total: | \$8,400.00 |
7. Total Deposits for Estimated Operating Costs shall be paid by September 9, 1988.
- | | |
|-----------------|-----------------|
| Operating Costs | \$8,400.00 |
| Clean-Up/Repair | <u>5,000.00</u> |
| Total: | \$13,400.00 |
8. Rent Payment will be paid as follows:
\$20,200.00 payable by September 9, 1988.

V. Breakdown Penalty

A. East End Complex

In the event that Lessee has not vacated Auditorium and Recreation Buildings by the 29th day of September, 1988 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 30th day of September, 1988, Lessor will deduct \$2,500.00 per day from deposit until Terminal and Shelter Buildings are vacated.

- B. In the event the 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.

VI. 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 show, unless approved by the Manager of Navy Pier and the Commissioner of the Department of General Services.

VII. 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 right to exercise the balance of its option in reserving the demised premises for the purpose of holding a similar event (New Art Forms Show) on the following dates:

September 21--25, 1989

September 20--24, 1990

September 19--23, 1991

B. Notification Provisions

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 General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, and to the Project Coordinator of Navy Pier, Department of Cultural Affairs, 600 East Grand Avenue, Chicago, Illinois 60611, 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 March 1st, the year of the coming show 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
- A non-fundable 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) months 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 New Art Forms Show by May 15th of the year of the show.

The 1988 rate of Twenty Thousand Two Hundred and no/100 Dollars (\$20,200.00) 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.

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. Payment of rent shall be by certified check made payable to the City of Chicago and together with a certificate of insurance in the minimum of \$1,000,000.00 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 General Services
Real Estate Office
320 North Clark Street, Suite 505
Chicago, Illinois 60610

VIII. 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 at Lessee's 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 General Services 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 purposes, 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 movable 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, exhibition 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. Lessor 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 5,000 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.
- S. Lessee must also acknowledge the City's right to book other events in the unused Pier facilities, if in the City's opinion the proposed activities do not conflict with the planned New Art Forms Show.

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

[Signature forms omitted for printing purposes.]

EXECUTION OF LEASE AGREEMENT WITH CHICAGO PARK
DISTRICT FOR PREMISES LOCATED IN
NORTH PARK VILLAGE.

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 with the Chicago Park District for Building "J" in Peterson Park, located in North Park Village, for use as a recreational facility.

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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from the City of Chicago, as Lessor, for Building "J" located at Peterson Park in North Park Village, for use by the Chicago Park District as Lessee, such lease to be approved by the Commissioner of the Department of General Services and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement printed on page 17512 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 Provisions.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon Lessor, it shall be necessary to send written or printed copy thereof by the United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Supervisor of Leasing, Department of General Services, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessor from time to time may appoint. Said notice or demand shall be deemed to have been served at the time copies are received at said locations.

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 written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at: General Attorney, Chicago Park District, 425 East McPetridge Drive, Chicago, Illinois 60605.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

(Continued on page 17513)

LEASE#20049(ILLINOIS)

This Indenture, Made this _____ day of _____
 A. D. 19 ____ Between City of Chicago, a Municipal Corporation, as Lessor,
 _____ party of the first part and The Chicago Park District,
 as, Lessee _____ party of the second part.

Witnesseth, that the party of the first part has demised and leased to the party of the second part the
 premises, situated in Chicago _____ County of Cook _____
 and State of Illinois, known and described as follows:
Entire building "J" located in North Park Village (3642 Westardmore)
for use by the Chicago Park District for use as a Recreational
Facility.

TO HAVE AND TO HOLD the same, unto the party of the second part, from the _____ 1st
 day of March _____ A. D. 19 88 until the _____ 31st _____ day of April

A. D. 19 98 . And the party of the second part in consideration of said demise, does covenant and agree with the
 party of the first part as follows:

FIRST.—To pay to Lessor at City of Chicago, Department of Revenue,
121 N. LaSalle, Room 107, Chicago, Illinois 60602
 as rent for said leased premises for said term the sum of _____ Dollars
 (\$ 10.00) ~~payable in advance in equal monthly installments upon the first day of each and every month during~~
 the term hereof.

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

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

FOURTH.—To pay (in addition to the rents above specified) all water rents taxed, levied or charged on said de-
 mised premises, for and during the time for which this lease is granted.

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

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

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

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

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

Approved as to form and legality
 except as to property description
 execution.

Assistant Corporation Counsel

Supervisor of Leasing, Real Estate

The Chicago Park District (SEAL)

(SEAL)

Department of General Services

(SEAL)

(Continued from page 17511)

Provide for steam heat; maintain plant and equipment in good operable condition that is not in the demised premises but in central boiler room building.

Provide for hot water only during winter months; maintain plant and equipment in good operable condition that is not in the demised premises but in central boiler room .

Provide for domestic water; maintain plumbing in good operable condition.

Have ingress and egress privileges over leased premises, after giving Lessee twenty-four (24) hours prior notice, in order to have access to remainder of Lessor's property. In the event of an emergency, Lessor shall not be required to give Lessee notice prior to entering upon premises.

Lessee under this lease shall:

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

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.

Pay for heat and install steam flow meter.

Pay for hot water; maintain plant and equipment in good operable condition that is in the demised premises.

Pay for electricity as metered including electricity for hot water tank to be use during summer months.

Pay any and all leasehold or use taxes on premises, if levied within deadlines established by governmental taxing bodies.

Not use said demised premises for any commercial profit making, fund raising or political activity.

Install handicapped facilities in demised premises washroom.

Be responsible for the payment of all permit or license fees, if any, required by any present or future statute of the State of Illinois or ordinance of the City of Chicago.

Covenant and agree to keep the demised premises free and clear of any and all liens in any way arising out of the use thereof by the Lessee, its employees, agents or servants.

At all times during the term of this lease agreement or any extension thereof, hold harmless the City of Chicago, its officers, agents and employees from and against any and all actions, claims, demands, damages, liabilities, costs and expenses (including

attorney's fees and litigation expenses) sustained or incurred by reason of any negligent act or negligent omission of the Lessee, arising from or incidental to or growing out of the performance of its obligations pursuant to the terms and conditions of this agreement.

Use the demised premises solely for a recreational facility and agree to provide an indoor program of cultural activities and recreational activities including athletics, games, and other similar activities at the demised premises during the term of this lease agreement.

Not: (a) Assign or convey this lease or any interest under it, (b) allow any transfer hereof or any lien upon Lessee's interest by operation of law, (c) sublet the premises or any part thereof, (d) permit the use or occupancy of the premises or any part thereof by any one other than Lessee and for those purposes specified in the above paragraph, without, in each and every case obtaining the prior, written approval of the Lessor.

Under this lease and use of the demised premises, 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.

Additional clauses to be included in lease:

Supervision by the Lessee.

The Lessee shall furnish such personnel as is reasonable and necessary to perform the services required to operate the programs set forth in this lease. It is specifically understood that the Lessee's programs provided for herein shall be supervised by Lessee's employees.

Fenced relocation.

It is the intention of the parties to have further discussions concerning the fence relocation at a future date. This matter shall also be discussed with appropriate community groups. This lease agreement may be amended in writing to conform to any agreement of the parties concerning the relocation of the fence.

Improvements.

The Lessee may at its sole cost and expense make improvements to the premises in a manner consistent with its use as defined by the terms of this lease agreement subject to express written approval of Lessor. Lessor will determine what improvements will require Lessee's sworn commitment to return property to original condition, prior to improvements. All improvements made on demised premises shall revert back to the Lessor at the term of this lease.

Maintenance by the Lessee.

The Lessee shall at its sole cost and expense maintain the demised premises, in good, safe and clean condition, and shall use all reasonable precaution to prevent waste, damage, or injury to any part of the demised premises. In the event the Lessee 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 Lessor and the failure continues ten (10) days after Lessor has notified the Lessee by written notice of such failure, unless in the case of such failure which cannot be remedied within ten (10) days where Lessee shall have commenced and shall be diligently pursuing all necessary action to remedy such failure, the Lessor may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazard corrected and add the cost and expense thereof to rental herein due under this lease or immediately terminate this lease by providing the Lessee written notice by certified or registered mail at the address cited herein.

Access.

The Lessor shall have the right at any time but not the obligation to inspect the demised premises to assure that there has been compliance with the terms of this lease agreement by Lessee.

Loss of use for causes beyond control.

Neither party to this lease agreement shall be responsible for the obligations undertaken by it where it becomes impossible or impractical to perform the obligations hereunder due to any cause beyond its control, including but not limited to, acts of God, inevitable accidents, acts or restrictions of the government and strikes or labor disturbances.

Compliance with the law by the Lessee.

It is expressly understood and agreed by the parties that the Lessee shall conduct all its operations and use the demised premises pursuant to the terms and conditions of this agreement in full compliance with all applicable laws and Municipal Codes.

Amendments.

No amendment, renewal or modification of any of the provisions herein contained shall be binding upon the parties unless made in writing and signed on behalf of the parties by duly authorized agents of the Lessor and the Lessee.

Partial invalidity.

Any provision of this agreement which is deemed invalid or unenforceable shall be ineffective to the extent of such prohibition and unenforceability without invalidating the remaining provisions herein.

Modification.

This writing contains the entire agreement of the parties. No presentations have been made or relied upon by either party other than those that are expressly set forth herein.

Assignment and delegation.

The Lessee shall not assign, transfer or sublet any rights or privileges or delegate any duties hereunder without the express written consent of the Lessor.

Cancellation provision.

Lessor or the Lessee may cancel this lease with one (1) year written notice anytime after forty-eight (48) months from execution of this lease.

RENEWAL OF LEASE AGREEMENT AT 5005 SOUTH ASHLAND
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 a proposed ordinance transmitted therewith, authorizing the renewal of a lease agreement with Mr. Andrew Wirtel, as beneficiary, under Marquette National Bank Trust, Trust Number 7847, for office space at 5005 South Ashland Avenue for use by the Department of Police/Beat Representative 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a renewal of lease from Andrew Wirtel, as beneficiary, under Marquette National Bank Trust, Trust No. 7847, dated June 2, 1977, as Lessor, for approximately 1,317 square feet of office space located at 5005 South Ashland Avenue for use by the Department of Police/Beat Representative Program, as Lessee, 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 17518 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 Provisions.

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 General Services, 310 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.

(Continued on page 17519)

LEASE--Short Form

Lease No. 12000

Form C. O. No. 18

City of Chicago

This Agreement, Made this _____ day of _____, A. D. 19____, between Andrew M. Wirtel, as Sole Beneficiary Under Marquette National Bank Trust, Trust No. 7847, Dated June 2, 1977 and the CITY OF CHICAGO, a Municipal Corporation, as Lessor:

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 1,337 square feet of office space located on the ground floor at 5005 South Ashland for the Beat Representative Program/Department of Police.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of February A. D. 1988, and ending on the 31st day of January A. D. 1991. Lessee has the right to terminate this lease Upon thirty (30) days prior written notice to 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 Andrew Wirtel, 5005 S. Ashland Ave., Chicago, IL 60609 or at such other place as the Lessor from time to time in writing may appoint. For Lessor and Lessee Notification Provision See Rider Attached Hereto and Made a Part Hereof
Lessee shall pay rent for said premises during the continuance of this lease at the rate of 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 LESSOR'S own expense, said demised premises and appurtenances, including curbs, drains, vaults and sidewalks. In the event of any refusal 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 while in the whole or in part of the term, 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 excepted to the Lessee.

Lessor shall have the right 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 alterations and improvements when made during the term of this lease shall be regarded as removable fixtures, all or any part of which the Lessor at its election may have on said premises at the time of the termination of this lease.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessee shall be entitled to said premises within thirty days, but failing so to do, it shall be deemed that the premises shall be destroyed by fire or other casualty and shall be terminated in the event of such a termination, this lease, Lessee shall be entitled to receive the full amount of the date of such fire or other casualty and the Lessor shall refund within thirty days, Lessee shall be entitled to receive the full amount 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: _____
Attest: _____

Approved: _____
Attest: _____
Eva. Estate Agent

By: _____
Andrew M. Wirtel, as Sole Beneficiary Under
Marquette National Bank Trust, Trust No. 7847
Dated June 2, 1977.

By: _____
Commissioner, Department of General Services

Approved: _____
Superintendent, Department of Police

(Continued from page 17517)

Rental Payment Provisions.

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

Four Hundred Five and no/100 (\$405.00) Dollars per month for the period beginning on the 1st day of February, 1988 and ending on the 31st day of January, 1989;

Four Hundred Fifteen and no/100 (\$415.00) Dollars per month for the period beginning on the 1st day of February, 1989 and ending on the 31st day of January, 1990;

Four Hundred Twenty-five and no/100 (\$425.00) Dollars per month for the period beginning on the 1st day of February, 1990 and ending on the 31st day of January, 1991.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to Andrew Wirtel, 5005 South Ashland Avenue, Chicago, Illinois 60609.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

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

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

Provide one air-conditioning unit and maintain the same.

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.

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

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said 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 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 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:

Pay for electricity as metered, including electricity for window 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 services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Additional clauses to be included:

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 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, Lessee may 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 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 any subsequent breach caused by the Lessor or of any right created thereby.

Action Deferred -- OPTION TO PURCHASE AND CONVEYANCE OF
GOLDBLATT'S SITE BY PUBLIC BUILDING COMMISSION FOR
CONSTRUCTION OF FEDERAL OFFICE BUILDING AT
SOUTH STATE STREET AND EAST
JACKSON BOULEVARD.

The Committee on Land Acquisition, Disposition and Leases submitted the following report, which was, on motion of Alderman Natarus, Alderman Roti and Alderman Banks, *Deferred* and ordered published:

CHICAGO, September 13, 1988.

To the President and Members of the City Council:

Your Committee on Land Acquisition, Disposition and Leases to which was referred a communication from the Office of the Mayor, one ordinance approving the option to purchase and authorizing conveyance of the Goldblatts site by the Public Building Commission for construction of a federal office building, located at State and Jackson, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) WILLIAM J. P. BANKS,
Chairman.

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

WHEREAS, On October 1, 1984, the Public Building Commission of Chicago, acting pursuant to the request of the City of Chicago, approved a site consisting of approximately 57,639 square feet, located in the vicinity of East Jackson Boulevard, South State Street and East Van Buren Street, for acquisition and construction of a central library facility ("Goldblatts Site"); and

WHEREAS, On March 20, 1985, the City Council of the City of Chicago approved the designated Goldblatts Site, requested the Public Building Commission of Chicago to undertake the construction, alteration and renovation of the central library facility upon such site, and authorized the conveyance of the subject property to the Public Building Commission for said purposes; and

WHEREAS, By ordinance adopted on January 16, 1987, the City Council of the City of Chicago authorized the construction of the central library facility upon an alternate site commonly known as Block 1 and Block 2 of the south loop project; and

WHEREAS, The General Services Administration, an agency of the United States of America, issued a Solicitation For Offers on April 11, 1988, as amended on June 22, 1988 (the "Solicitation For Offers") to design, develop and construct a federal office building within an area whose boundaries include the Goldblatts Site; and

WHEREAS, The Solicitation For Offers requires a site sufficient in size to construct a federal office building containing approximately 600,000 square feet, which facility can be constructed on the northerly one-half (1/2) of the Goldblatts Site; and

WHEREAS, On August 17, 1988, the Public Building Commission of Chicago granted an Option to the United States of America, acting by and through the General Services Administration, its nominee, designee, successor or assign, to purchase the northerly one-half (1/2) of the Goldblatts Site, consisting of approximately 29,000 square feet, subject to continued use of the site for public purposes and approval by the City Council of the City of Chicago, a copy of which Option to Purchase is attached hereto and incorporated herein by reference as Exhibit "A" ("Option to Purchase"); and

WHEREAS, The fair cash market value of the entire Goldblatts Site as appraised on behalf of the Public Building Commission by Guy Romito, M.A.I., on the basis of vacant land, is \$20,173,650.00 or \$350.00 per square foot; and

WHEREAS, Pursuant to the Option to Purchase, the purchase price for the northerly one-half (1/2) of the Goldblatts Site consisting of approximately 29,000 square feet, shall be \$10,150,000.00 or \$350.00 per square foot, as adjusted by survey; and

WHEREAS, In addition to the purchase price, the optionee pursuant to the Option to Purchase shall, at its sole cost and expense, demolish and remove all buildings, structures, foundations and other improvements of any kind or nature situated upon the entire Goldblatts Site so that the Goldblatts Site is cleared and suitable for construction purposes; and

WHEREAS, The Public Building Commission of Chicago shall retain title to the southerly one-half (1/2) of the Goldblatts Site for future disposition as directed by the City Council of the City of Chicago; now, therefore,

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

SECTION 1. The City Council of the City of Chicago hereby approves the development of one-half (1/2) of the Goldblatts Site for a public office building to be constructed by the General Services Administration, an agency of the United States of America.

SECTION 2. The City Council of the City of Chicago hereby ratifies and approves the execution of a quitclaim deed, dated August 12, 1988, pursuant to which the Goldblatts Site was conveyed from the City of Chicago to the Public Building Commission of Chicago.

SECTION 3. The City Council of the City of Chicago does hereby approve the Option to Purchase.

SECTION 4. The City of Chicago hereby authorizes the conveyance by the Public Building Commission of Chicago to the Developer, selected by the General Services Administration, an agency of the United States of America, pursuant to Solicitation For Offers to construct a federal office building containing approximately 600,000 square feet on the property consisting of approximately 29,000 square feet identified as Site B in the Option to Purchase incorporated herein as Exhibit "A", which property is legally described hereinbelow, for the sum of \$10,150,000.00 or \$350.00 per square foot as adjusted by survey:

Lot 2, Sublots 1 and 2 of Lot 3, Sublot 1 of Lot 6 (except the west 27 feet taken for widening of State Street) in Block 7 in Fractional Section 15 Addition to Chicago, in Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and publication as required by law.

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

Exhibit "A".

Option To Purchase.

This Option, granted this 17th day of August, 1988 by the Public Building Commission of Chicago, a municipal corporation organized and existing under the laws of the State of Illinois ("Commission"), whose address is Room 705, Richard J. Daley Center, Chicago, Illinois 60602, to the United States of America, acting by and through the General Services Administration, its nominee, designee, successor or assign ("G.S.A."), whose address is 230 South Dearborn Street, Chicago, Illinois 60604, Attention: Director, Management Division:

Whereas, on April 11, 1988, G.S.A. issued a Solicitation For Offers, as amended on June 22, 1988, to design, develop and construct a federal office building in Chicago, Illinois within the area delineated as follows:

South bank of the Chicago River on the north, north side of Congress Parkway on the south, Lake Michigan on the east, and east bank of the Chicago River on the west; and

Whereas, the building and site will be leased to the United States Government for a period not to exceed 30 years at a rental price sufficient to fully amortize the purchase price and thereafter conveyed to G.S.A. without additional payment (the "Lease-Acquisition Process"); and

Whereas, pursuant to its Solicitation For Offers, G.S.A. requires an exclusive and irrevocable offer, option or right to purchase at any time on or before December 31, 1988 a site situated within the above-designated area sufficient to construct a federal office building containing 600,000 square feet; and

Whereas, the Commission is the owner of a site consisting of 57,639 square feet, more or less, situated within the designated area in the vicinity of South State Street and East Van Buren, Chicago, Illinois, and legally described as follows:

Site A.

Lot 2, Sub-lots 1 and 2 of Lot 3, Sub-lots 1 and 2 of Lot 6, Sub-lots 1 and 2 of Lot 7 and Sub-lots 1 and 2 of Lot 10 (except the west 27 feet taken for widening of State Street) in Block 7 in Fractional Section 15 Addition to Chicago, in Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; and

Whereas, the Commission desires to facilitate and promote the development and construction of the federal office building upon the northerly one-half of the property described hereinabove as Site A, subject to approval by the City Council of the City of Chicago; and

Whereas, the Commission intends to make available the north one-half of the above described site consisting of approximately 29,000 square feet, more or less, and legally described hereinbelow as Site B in order to accommodate the construction of the proposed federal office building conditioned upon continued use of the site for public purposes and approval of the City Council of the City of Chicago:

Site B.

Lot 2, Sub-lots 1 and 2 of Lot 3, Sub-lot 1 of Lot 6 (except the west 27 feet taken for widening of State Street) in Block 7 in Fractional Section 15 Addition to Chicago, in Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois; and

Now, Therefore, the Public Building Commission of Chicago hereby grants this Option to Purchase to the G.S.A. upon the following terms and conditions:

1. The property to be conveyed pursuant to this Option to Purchase consists of approximately 29,000 square feet, designated herein as Site B, which property is situated on the northerly one-half of the site designated herein as Site A. Title to the remainder of the land comprising the southerly one-half of Site A shall be retained by the Commission for future disposition as directed by the City of Chicago.
2. The purchase price for the property to be conveyed shall be Ten Million One Hundred and Fifty Thousand and no/100 (\$10,150,000.00) Dollars, or \$350 per square foot as adjusted by survey. The purchase price does not include the cost of demolition and removal of the buildings, structures and improvements currently located on the property herein described as Site A.
3. G.S.A. at its sole cost and expense, shall demolish and remove all buildings, structures, foundations and other improvements of any kind or nature situated upon the entire site described herein as Site A consisting of 57,639 square feet, more or less, including all underground obstructions so that the entire site is cleared and suitable for construction purposes. G.S.A. shall guarantee sufficient funds for the demolition and removal of such items in a manner and upon such terms and conditions as shall be determined by the parties hereto.
4. G.S.A. may exercise at any time on or before December 31, 1988 the rights, interests and options provided herein to purchase Site B by serving written notice on the Commission addressed to William F. Harris, Executive Director of the Public Building Commission of Chicago, Room 705, Richard J. Daley Center, Chicago, Illinois 60602. Any notice required or permitted to be given hereunder and any communication or other correspondence required hereunder shall be given in writing and shall be deemed to have been given when deposited in the United States mail, properly addressed with postage prepaid by registered or certified mail, return receipt requested.
5. After the exercise of the rights, interest and options provided herein, the Commission and G.S.A. shall have sixty (60) days to complete the sale of the site in the manner provided for by this agreement. Time is of the essence of this agreement. The Commission shall deliver to G.S.A. at the sole cost and expense of the Commission a title insurance commitment, written by a title company satisfactory to G.S.A.; obligating the company to issue a policy of title insurance to the G.S.A. in an amount not less than the purchase price, guaranteeing title at the time of closing subject to the "Permitted Encumbrances" listed in Exhibit A. If the title insurance commitment discloses any other defects, encumbrances, liens, charges or other objections, then the Commission shall have thirty (30) days from the date of issuance of the commitment to remove such defects or make arrangements satisfactory to the G.S.A. to remove the same at the time of closing. If the Commission fails to remove or make arrangements to remove such defects or other objections as aforesaid, the G.S.A. shall have thirty (30) days to either effect the removal of the defects and charge the cost thereof against the purchase price or to terminate its agreement to purchase. Any delay caused by the removal of the defect and other objections as aforesaid shall extend the closing date the

number of days equal to such delay. If the use of the property for construction of a building for governmental purposes is prohibited by restrictive covenant or by law, regulation or mandate of the state or local government such prohibition shall be considered a defect in title subject to the provisions of this paragraph. If title can be conveyed in the condition required herein, the parties agree to complete the sale within twenty (20) days after the delivery of the title insurance commitment.

6. The sale shall be closed by the delivery of a quitclaim deed conveying marketable title, by payment of the purchase price by the optionee or its designee, and by delivery of the final policy of title insurance by the Commission. The title insurance policy shall be purchase at the sole cost and expense of the Commission and all recording costs shall be paid by the G.S.A.
7. Possession of the property shall be delivered to the G.S.A. on the date the sale is completed unless a different possession date has been agreed upon by the parties.
8. If G.S.A. elects not to exercise the rights, options or interests herein granted and to complete the said purchase within the time and in the manner hereinbefore provided, the rights, options or interests granted hereunder shall terminate without further action on the part of either party.
9. G.S.A. shall have the right, during the period of this option, to enter upon the premises for the purpose of inspecting the property and making test borings, plans and topographical surveys in connection with its contemplated use of the premises. G.S.A. at its expense shall promptly restore the property of the Commission to its original condition in accordance with good engineering practices.
10. G.S.A. and the Commission shall each execute and deliver all instruments and documents and do all such acts as may be necessary to implement and effectuate the intent of this agreement and to carry out the general purpose of the agreement and each shall, upon the request of the other, join in any instrument and/or document in recordable form as may be necessary to release rights hereunder should this agreement terminate or otherwise to correct the public record. All such documents shall be in form and substance satisfactory to the parties and their respective counsel.
11. Conveyance of the property as contemplated herein shall be subject to and conditioned upon prior approval of the City Council of the City of Chicago.
12. The parties hereto stipulate and agree that this agreement is the only agreement between the parties hereto respecting the rights, interests and options of the parties and the property, is not part of any other contract or agreement and that all agreements and undertakings between the parties are embodied in this agreement. No promises, covenants or representations of any kind, other than those expressly contained herein, have been made to any party

hereto. This agreement may be amended only by written instrument executed by the Commission.

13. This agreement and any other rights, options of interests referred to or contemplated herein are freely and successively assignable by the United States of America acting by and through the General Services Administration and may be exercised by it, its successors, nominees, designees or assignees.

In Witness Whereof, this Option to Purchase is executed the day and year first above written.

[Signature forms omitted for printing purposes].

Exhibit "A" attached to this Option to Purchase reads as follows:

Exhibit "A".

Permitted Encumbrances.

Party wall rights or agreements of record.

Zoning and building laws or ordinances.

Rights of the public in and to that part of the land falling within and being used as an alley.

Possible encroachments of the building or subsurface portions of the building located on the land over the lot lines of the land.

Rights of public or quasi-public utilities to maintain facilities and/or service pipes on the land.

COMMITTEE ON LOCAL TRANSPORTATION.

REAPPOINTMENT OF MS. JACQUELINE VAUGHN AS DIRECTOR
OF REGIONAL TRANSPORTATION AUTHORITY.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a communication signed by Honorable Eugene Sawyer, Mayor (which was referred July 27, 1988) reappointing Jacqueline Vaughn as a Director of the Regional Transportation Authority for the term ending July 1, 1992, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Jacqueline Vaughn.

This recommendation was concurred in by a voice vote by members of the committee.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed reappointment of Ms. Jacqueline Vaughn as a Director of the Regional Transportation Authority was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

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

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

APPOINTMENT OF MR. MARTIN R. BINDER AS DIRECTOR
OF REGIONAL TRANSPORTATION
AUTHORITY WITHDRAWN.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a communication signed by Honorable Eugene Sawyer, Mayor (which was referred July 27, 1988) withdrawing the appointment of Martin R. Binder as a Director of the Regional Transportation Authority, begs leave to recommend that Your Honorable Body *Approve* the said withdrawing of the appointment of Martin R. Binder.

This recommendation was concurred in by a voice vote by members of the committee.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed withdrawal of the appointment of Mr. Martin R. Binder as a Director of the Regional Transportation Authority was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 48.

Nays -- None.

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

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

APPOINTMENT OF MR. MARTIN R. BINDER AS DIRECTOR
OF REGIONAL TRANSPORTATION AUTHORITY FOR
TERM EXPIRING JULY 1, 1993.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 1988.

To the President and Members of the City Council:

Your Committee on Local Transportation, having had under consideration a communication signed by Honorable Eugene Sawyer, Mayor (which was referred on July 13, 1988) appointing Mr. Martin R. Binder, as a Director of the Regional Transportation Authority for a term expiring July 1, 1993 to replace Clark Burrus, begs leave to recommend that Your Honorable Body *Approve* the said appointment of Mr. Martin Binder.

This recommendation was concurred in by a voice vote by members of the committee.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed appointment of Mr. Martin R. Binder as a Director of the Regional Transportation Authority for the term expiring July 1, 1993 was *Approved* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 48.

Nays -- None.

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

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

AMENDMENT OF ORDINANCE WHICH ESTABLISHED TAXICAB
STAND NUMBER 521 ON PORTION OF
SOUTH WACKER DRIVE.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 8, 1988.

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 July 29, 1988) to amend an ordinance establishing Taxicab Stand No. 521 on South Wacker Drive along the west curb, from a point 20 feet south of the south building line of West Adams Street to a point 67 feet south thereof, and inserting in lieu the language: On South Wacker Drive along the west curb, from a point 85 feet south of the south building line of West Adams Street to a point 60 feet south thereof, begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a voice vote by members of the committee.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

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 an ordinance passed by the City Council on June 5, 1982, pages 10596--10597 of the Journal of the Proceedings establishing the following Taxicab Stand:

Stand 521

On South Wacker Drive, along the west curb, from a point 20 feet south of the south building line of West Adams Street to a point 67 feet south thereof--3 vehicles,

be and the same is hereby amended by striking out therefrom the following language:

"From a point 20 feet south of the south building line of West Adams Street to a point 67 feet south thereof--3 vehicles".

and inserting in lieu thereof the following language:

"From a point 85 feet south of the south building line of West Adams Street to a point 60 feet south thereof--3 vehicles".

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

INSTALLATION OF BUS STAND ON PORTION
OF WEST LAKE STREET.

The Committee on Local Transportation submitted the following report:

CHICAGO, September 7, 1988.

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 July 13, 1988) authorizing and directing the committee to memorialize the Chicago Transit Authority for the installation of a bus stand on West Lake Street, north curb, from a point 80 feet west of the property line of North Ashland Avenue to a point 80 feet west thereof begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a voice vote by members of the committee.

Respectfully submitted,
(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Section 27-412 of the Municipal Code of Chicago, there is hereby established a bus stand upon the following public way in the area indicated:

Public Way	Area
West Lake Street	From a point 80 feet west of the property line of Ashland to a point 80 feet west thereof

SECTION 2. It shall be unlawful for the operator of any vehicle other than a bus to stand or park such vehicle in the space occupied by said bus stand, except that the operator of any passenger vehicle may stop temporarily in such space for the purpose of and while actually engaged in the loading or unloading of passengers, as provided by Section 27-326 of the Municipal Code of Chicago.

SECTION 3. Any person violating the provisions of this ordinance shall be subject to the penalty provided for in Section 27-363 of the Municipal Code of Chicago, which provides that "every person convicted of a violation of any of the provisions of this chapter for which no penalty is specifically provided shall be punished by a fine of not more than Two Hundred (\$200.00) Dollars for each offense".

SECTION 4. This ordinance shall be in full force and effect from and after its passage and due 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, Et Cetera.

***1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.***

None.

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

None.

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 BURKE (14th Ward):

Referred -- APPOINTMENT OF SUBCOMMITTEE TO
DETERMINE DISPOSITION OF CERTAIN
JOINTLY OWNED PROPERTY.

A proposed resolution urging the Chairman of the Committee on Energy, Environmental Protection and Public Utilities to appoint a subcommittee to investigate and determine the appropriate disposition of certain vacant property jointly owned by the Metropolitan Sanitary District and the City of Chicago and located on the southeast side of the city, which was *Referred to the Committee on Energy, Environmental Protection and Public Utilities.*

Presented By

ALDERMAN LEVAR (45th Ward):

CONGRATULATIONS EXTENDED TO VILLAGE OF NEUBORGER,
WEST GERMANY ON ITS 200TH ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, The Village of Neuborger, West Germany, is currently celebrating its 200th anniversary; and

WHEREAS, The Village of Neuborger was founded in the year 1788; and

WHEREAS, The families of Herman Wilkens and the Alderman of the 45th Ward, Patrick J. Levar, son-in-law of Mr. & Mrs. Herman Wilkens extend their deepest

congratulations to the Village of Neuborger, Gemeinddirektor Dreesmann, the Mayor of Neuborger, and to Stellvertr Burgermeister Schmitz, Gemeinde Neuborger; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of September, 1988, A.D., do hereby congratulate the Village of Neuborger, West Germany, and its Mayor and Vice-Mayor on their 200th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Mayor and Vice-Mayor of the Village of Neuborger.

Alderman Levar 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 Levar, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN LEVAR (45th Ward) And OTHERS:

CONGRATULATIONS EXTENDED FIRST DEPUTY
SUPERINTENDENT JOHN JEMILO ON HIS
DISTINGUISHED SERVICE TO CITY.

A proposed resolution, presented by Aldermen Levar, Laurino, O'Connor, Kotlarz, Beavers and Sheahan, reading as follows:

WHEREAS, John Jemilo is presently serving as the First Deputy Superintendent of the Chicago Police Department. In this capacity, he commands the Bureau of Operational Services which consists of approximately 9,000 police officers and is charged with the responsibility for general field operations. This responsibility includes the prevention of

crime through directed patrol, the apprehension of criminals and the enforcement of traffic laws and ordinances; and

WHEREAS, Prior to assuming the position of First Duty Superintendent, he served as the Deputy Chief of Patrol for the Fifth Police Area. In this capacity, he was responsible for general law enforcement and community relations in over 60 square miles of our great City of Chicago; and

WHEREAS, First Deputy Superintendent Jemilo also served as the Deputy Chief of Patrol for Administration. As the Administrative Deputy Chief, he was responsible for the planning and implementation of improvements within the Patrol Division which is the largest organizational component of the Chicago Police Department; and

WHEREAS, Prior to serving as the Deputy Chief for Patrol Administration, he commanded the Chicago Police Training Division where he was responsible for the training and education of all members of the Department, both sworn police officers and civilian employees; and

WHEREAS, First Deputy Superintendent Jemilo has also served as the Regional Administrator of the Law Enforcement Assistance Administration, United States Department of Justice; and

WHEREAS, He also served as the Assistant Director of the Law Enforcement Program, Office of Law Enforcement Assistance, United States Department of Justice, Washington, D.C. He was responsible for the direction, planning and coordination of all law enforcement programs sponsored by this agency. Prior to his service with the Justice Department, First Deputy Superintendent Jemilo commanded the Planning Division of the Chicago Police Department; and

WHEREAS, First Deputy Superintendent John Jemilo has been a member of the Chicago Police Department since 1952. He has been assigned to various police districts and the Traffic Division. He has also instructed at the Chicago Police Academy and held an equivalent rank of Associate Professor with the City Colleges of Chicago. He has received a Bachelor of Education Degree from the Chicago Teachers College, a Master Degree in Public Administration from the Illinois Institute of Technology, and a Juris Doctor from the John Marshall Law School; and

WHEREAS, First Deputy Superintendent Jemilo is a member and past president of the Illinois Academy of Criminology, a member of the International Association of Chiefs of Police, the Illinois Police Association, and the Chicago Police Captains Association. He is a past president of the Chicago Chapter of the American Society for Public Administration and was an Executive Committee member of the Section on Criminal Justice Administration. He is the past president of the St. Jude Police League. He was also a member of the Curriculum and School Standards Committee of the Illinois Local Government Law Enforcement Officers Training Board; and

WHEREAS, Jemilo is a licensed member of the Illinois Bar and is a member of the American Bar Association and the Chicago Bar Association; and

WHEREAS, First Deputy Superintendent Jemilo is married to Candace Wayne Jemilo, who is also a member of the Illinois Bar and a practicing attorney in our great City of Chicago. First Deputy Superintendent Jemilo and his wife have four children, Claudette, Kurt, John and Leahruth; and

WHEREAS, First Deputy Superintendent Jemilo has assumed the duties of Executive Director of the Chicago Crime Commission on August 1, 1988; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City Chicago, gathered here this 14th day of September, 1988, A.D., do hereby honor and congratulate First Deputy Superintendent Jemilo on having served honorably and with distinction, and extend to this fine Chicago Police Officer our very best wishes for all prosperity and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to First Deputy Superintendent Jemilo.

Alderman Levar 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 Levar, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- APPROVAL OF PROPERTY AT 3730 NORTH TALMAN
AVENUE/2600 WEST BRADLEY PLACE AS CLASS 6(b)
AND ELIGIBLE FOR COOK COUNTY
TAX INCENTIVES.

A proposed resolution to approve the property at 3730 North Talman Avenue/2600 West Bradley Place as Class 6(b) and appropriate for tax incentives under the Cook County Real Property Assessment Classification Ordinance, which was *Referred to the Committee on Finance*.

Presented By

**ALDERMAN SCHULTER (47th Ward)
And OTHERS:**

**CHICAGO PARK DISTRICT CALLED UPON TO SUSPEND
TERMINATION ACTION AGAINST
LINCOLN PARK TRAPS.**

A proposed resolution, presented by Aldermen Schuler, Mell, Soliz, Sheahan, Madrzyk, Pucinski, Streeter, Shaw, Giles, Rush, J. Evans, Roti, Levar, Huels, Hansen, Butler, Krystyniak, Gutierrez, Banks, Fary, Hagopian, Kotlarz, O'Connor, Stone, Kellam, Langford, Austin, Carter, Natarus, Eisendrath, Gabinski, Laurino, Cullerton and Osterman, reading as follows:

WHEREAS, The Lincoln Park Gun Club has existed on Chicago's lakefront for 76 years, since 1912 and currently occupies 3.15 acres at Diversey Parkway and Lake Shore Drive; and

WHEREAS, The Club was incorporated on December 16, 1918 as Lincoln Park Traps ("L.P.T.") and is a not-for-profit corporation in good standing with the Illinois Secretary of State; and

WHEREAS, L.P.T. has been and remains a multi-racial, multi-ethnic organization whose membership is open to all Chicagoans interested in engaging in the sports of skeet and trap shooting in a safe and responsible manner; and

WHEREAS, The facilities at L.P.T. provide all Chicagoans, whether or not they are members of L.P.T. an opportunity to learn about gun safety and responsible conduct; and

WHEREAS, L.P.T. routinely allows access to employees of the Park District's Lincoln Park Zoo for in-service shotgun training which is an important part of the Zoo's management practices; and

WHEREAS, No pistols nor rifles may be fired at the facility, and shooters must possess a valid Illinois Firearm Owner's Identification Card unless they fall within one of the exceptions of the Illinois Statute; and

WHEREAS, L.P.T. occupies the land and buildings by virtue of a permit agreement with the owner of the land and buildings, the Chicago Park District, all of which is within the boundaries of the City of Chicago; and

WHEREAS, Paragraph 15 of the permit agreement between the Park District and L.P.T. authorizes either party to terminate the permit agreement after giving the other party 30 days written notice; and

WHEREAS, In a document dated July 12, 1988, the Park District's Executive Vice President, Jesse Madison, and the Park District's General Attorney, Nancy Kaszak, signed

a formal recommendation to the five Park District Commissioners suggesting that L.P.T. be given 90 days notice of the Park District's intent to terminate the permit agreement; and

WHEREAS, The Illinois General Assembly has granted legal jurisdiction to enforce pollution control laws to the Illinois Environmental Protection Agency ("I.E.P.A."); and

WHEREAS, The I.E.P.A. held a Pre-Enforcement Conference on August 12, 1988 with L.P.T. and Park District officials in conjunction with I.E.P.A.'s active investigation of L.P.T.; and

WHEREAS, The General Assembly has granted no such pollution enforcement jurisdiction to the Chicago Park District; and

WHEREAS, Objects from trap and skeet shooting do fall into Lake Michigan, however, no state or federal agency has performed any tests showing that contamination has resulted; and

WHEREAS, Neither the I.E.P.A., nor other state or federal agency has filed any formal environmental or other type of complaint against L.P.T.; and

WHEREAS, The Illinois Department of Transportation ("I.D.O.T.") has granted an award to Scott Diving Service to dredge shotgun pellets from Lake Michigan and Scott has filed written application for the necessary permits from I.D.O.T., I.E.P.A. and from the United States Corps of Engineers; and

WHEREAS, L.P.T. spends thousands of dollars every year to maintain the land and buildings and to operate the facilities for the benefit of all Chicagoans without requesting expenditures for these purposes from the taxpayers or from the Chicago Park District; and

WHEREAS, The lake front is currently open to a wide variety of uses by the Chicago Park District, including:

tennis

golf driving range

golf course

tennis courts

archery range

lawn bowlers

trap and skeet shooting

kayaking and canoeing

sailboat mooring

yacht docks

art museum

natural history museum

science and industry museum

flower conservatory and greenhouse

aquarium

planetarium

bird sanctuary

zoo

; and

WHEREAS, Many citizens, newspaper editorial writers, and many members of the Chicago City Council believe that the above activities add to the great diversity of appropriate recreational opportunities in Chicago and contribute to the wholesome excitement of city life; and

WHEREAS, L.P.T. has been a good neighbor by holding charity trap and skeet shooting events that benefit Catholic Charities' House of Good Shepard's Home for battered children, the Shriner's Hospital for crippled children, and Children's Memorial Hospital; and

WHEREAS, Notwithstanding the above positive attributes, a resolution has been passed by the Operations Committee of the Park District's Board of Commissioners giving L.P.T. 90 days "to eliminate any violation of law, or to relocate to another site on Park District property"; now, therefore,

Be It Resolved, That the Chicago City Council states its collective opinion that trap and skeet shooting and the other recreational and cultural uses listed herein, are desirable recreational activities, are appropriate uses for Chicago's lake front and should be encouraged to remain; and

The Chicago City Council finds that Lincoln Park Traps has worked diligently to respond to environmental allegations by the Park District's Staff, has encouraged dredging of lead shot from the lake bottom by Scott Diving Service, to which the Illinois Department of Transportation has awarded a dredging contract; and

The Chicago City Council finds that L.P.T. has established a Wad Patrol to pick up plastic wad cups which fall on Park District land near the shooting facility and that L.P.T. has expressed its willingness to consider designs, if proper permits can be obtained from the Park District and others, for a wad catchment or containment boom device to catch or collect wad cups as they fall from the air; and

The Chicago City Council, respectfully calls upon the Chicago Park District to suspend action to terminate the agreement permitting Lincoln Park Traps to operate until such time as the duly authorized state agency which has jurisdiction to enforce pollution control laws has completed its current review and a final judgment has been rendered in this matter; and

The Chicago City Council directs the City Clerk to prepare certified or parchment copies of this resolution and to deliver one to each of the Park District Commissioners, as well as to each of the Park District staff members who signed the July 12, 1988 document recommending that the permit agreement with L.P.T. be terminated.

Alderman Schuler 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 Schuler, seconded by Aldermen Mell, Shaw and Eisendrath, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Presented By

ALDERMAN OSTERMAN (48th Ward):

CONGRATULATIONS EXTENDED MS. THALIA ANGELL
ON HER RETIREMENT FROM OUTSTANDING
CIVIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Thalia Angell, outstanding community leader, volunteer and compassionate friend, is retiring after many years of selfless dedication to the Uptown and Edgewater communities; and

WHEREAS, A native of northern Michigan, Thalia Angell has lived three decades in Chicago and a resident on North Winthrop for 27 of those years; and

WHEREAS, In addition to her regular profession as bookkeeper for Imperial Carpets and Textiles, Thalia Angell always found time for her community. Over a decade ago, when area residents became concerned about crime increase, she joined with her neighbors to organize the Help Argyle/Winthrop/Kenmore Block Club (H.A.W.K.), and became a member of the Edgewater Uptown Radio Patrol in a commendable community effort to make streets safer; and

WHEREAS, A member of the Uptown Chicago Commission's Board of Directors for the past eight years, Thalia Angell has served two terms as Treasurer and one term as Secretary. She has been active in every phase of Uptown Chicago Commission scope and responsibilities, and in 1987 received the U.C.C.'s Community Service Award in recognition of her many years of dedicated service; and

WHEREAS, A tireless volunteer, Thalia Angell also shared her talent and energies as a member of the Board of Directors of the Edgewater Uptown Community Mental Health Center and is the recipient of that agency's 1988 Community Service Award; and

WHEREAS, An immense help to her community and her leaders, Thalia Angell takes with her on her retirement the gratitude of countless citizens in our great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 14th day of September, 1988, A.D., do hereby offer our most sincere gratitude and congratulations to Thalia Angell on the occasion of her retirement, and extend to this outstanding citizen our very best wishes for great happiness and fulfillment in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thalia Angell.

Alderman Osterman 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 Osterman, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred--ISSUANCE OF PERMIT TO HOLD CARNIVAL ON
PORTION OF WEST CATALPA AVENUE.

Also, a proposed order directing the Commissioner of Public Works to issue a permit to the Edgewater Community Council to hold a carnival on that part of West Catalpa Avenue, between North Broadway and the elevated public transportation tracks, for the period of August 15 and August 16, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred--ISSUANCE OF PERMITS FOR CONSTRUCTION
AND MAINTENANCE OF CANOPIES AT
SPECIFIED LOCATIONS.

Also, three proposed orders directing the Commissioner of General Services to issue permits to the applicants listed for the construction, maintenance and use of canopies to be attached or already attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Naked Furniture--to construct, maintain and use a canopy to be attached to 5725 North Broadway;

The Landmark of Andersonville--to maintain and use five canopies attached to 5301 North Clark Street; and

The Round Table--to construct, maintain and use four canopies to be attached to 5721 North Clark Street.

Presented By

ALDERMAN ORR (49th Ward):

CONGRATULATIONS EXTENDED HERMAN AND JAN BERGHOFF
AND BERGHOFF RESTAURANT ON FOURTH ANNUAL
BERGHOFF OKTOBERFEST.

A proposed resolution reading as follows:

WHEREAS, The Berghoff Restaurant will hold its Fourth Annual Oktoberfest on Adams Street between State and Dearborn from September 14 through September 17, featuring music, good food, and Berghoff Beer; and

WHEREAS, As many as 100,000 persons are expected to take part in the fun and festivities of the Berghoff Oktoberfest celebration; and

WHEREAS, Chicago will be honored by the presence of Mayor Reinhold Zundel of Heidelberg, Germany, who will participate in the opening ceremony for this year's Oktoberfest; and

WHEREAS, This year's Oktoberfest marks the 90th anniversary of the Berghoff Restaurant, founded in 1898 by Herman Joseph Berghoff who arrived as an immigrant from Germany with a dream to build a brewery; and

WHEREAS, The Berghoff was issued the first liquor license in Chicago following the end of Prohibition; and

WHEREAS, The restaurant's third generation of owners, Herman and Jan Berghoff, have maintained the Berghoff's longstanding traditions of good beer and fine food while initiating new traditions like the annual Oktoberfest; and

WHEREAS, The Berghoff Oktoberfest is a celebration of the contribution of German-Americans to Chicago's rich cultural diversity; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby congratulate and commend Herman and Jan Berghoff and the Berghoff Restaurant on the occasion of the Fourth Annual Berghoff Oktoberfest from September 14 through September 17, 1988; and

Be It Further Resolved, That the City Council of the City of Chicago does hereby express its gratitude to Herman and Jan Berghoff for making the Oktoberfest tradition a part of Chicago's rich cultural life, and extends its best wishes for a successful and enjoyable Oktoberfest celebration.

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

On motion of Alderman Orr, the foregoing proposed resolution was *Adopted* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

CONGRATULATIONS EXTENDED CHICAGO AREA LACE
GUILD ON FIFTH ANNUAL LACE DAY.

Also, a proposed resolution reading as follows:

WHEREAS, The Chicago Area Lace Guild was founded in 1982 for the purpose of promoting interest in the historic art of lacemaking; and

WHEREAS, On October 22, 1988, the Chicago Area Lace Guild will hold its fifth annual Lace Day at the Scottish Rite Cathedral, 915 North Dearborn Street, featuring lectures, exhibitions and demonstrations of lacemaking techniques; and

WHEREAS, The Chicago Area Lace Guild and its annual Lace Day not only serve as an invaluable resource to lacemakers and lace collectors, but also help to promote broader public appreciation of the art of lacemaking; now, therefore,

Be It Resolved, By the City Council of Chicago, that the Chicago Area Lace Guild is hereby congratulated and commended on its efforts to preserve and promote the historic art of lacemaking; and

Be It Further Resolved, That October 22, 1988, is hereby declared to be Lace Day in the City of Chicago; and

Be It Finally Resolved, That the City Clerk shall prepare a suitable copy of this resolution for presentation to the Chicago Area Lace Guild on the occasion of its fifth annual Lace Day on October 22, 1988.

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

On motion of Alderman Orr, the foregoing proposed resolution was *Adopted* 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schuler, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred-- COLLECTION OF PARKING VIOLATION FINES
FROM CITY OFFICIALS AND EMPLOYEES.

Also, a proposed resolution directing the Corporation Counsel to cease non-suiting of parking violations by City employees and officials unless obtained during the course of official city business, and further to encourage personal responsibility for the payment of parking violation debts, which was *Referred to the Committee on Finance*.

Presented By

ALDERMAN STONE (50th Ward):

WINSTON TOWERS NUMBER ONE RECOGNIZED ON ITS
24TH ANNIVERSARY AND FOR EFFORTS TO
BEAUTIFY PROPERTY.

A proposed resolution reading as follows:

WHEREAS, Winston Towers No. 1, located at 6933 North Kedzie Avenue, in August, 1988, celebrated its 24th anniversary; and

WHEREAS, Winston Towers No. 1 being the oldest tower of the five towers that comprise Winston Towers complex; and

WHEREAS, Winston Towers No. 1 takes pride in maintaining its structure and the grounds surrounding it; and

WHEREAS, Recognition should be given for outstanding beautification efforts; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this 14th day of September, 1988, do hereby recognize on the occasion of the 24th anniversary of Winston Towers No. 1 their outstanding efforts for beautification of their property and maintenance of their community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Winston Towers No. 1.

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

On motion of Alderman Stone, 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

Referred -- PERMISSION TO HOLD SIDEWALK SALE ON
PORTION OF WEST DEVON AVENUE.

Also, a proposed order directing the Commissioner of Public Works to grant permission to the North Town Chamber of Commerce, c/o Ms. Jeanette Cwiak, to hold a sidewalk sale on both sides of West Devon Avenue, between North Damen and North Kedzie Avenues for the period extending October 13 through October 15, 1988, which was *Referred to the Committee on Beautification and Recreation*.

Referred -- ISSUANCE OF PERMITS FOR MAINTENANCE OF
EXISTING CANOPIES AT SPECIFIED LOCATIONS.

Also, five proposed orders directing the Commissioner of General Services to issue permits to the applicants listed, for the maintenance and use of existing canopies attached to specified buildings or structures, which were *Referred to the Committee on Streets and Alleys*, as follows:

Mr. Daniel's Beauty Salon--to maintain and use one canopy at 2054 West Devon Avenue;

Devon Foods, Incorporated--to maintain and use one canopy at 2922 West Devon Avenue;

Gandhi India Restaurant, Incorporated--to maintain and use one canopy at 2601 West Devon Avenue;

The Powder Puff Beauty Salon--to maintain and use one canopy at 2734 West Devon Avenue; and

Mr. Kun Y. Cho, doing business as Lipps Hot Dog Stand--to maintain and use one canopy at 3114 West Devon Avenue.

5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION
OF WARRANTS FOR COLLECTION, AND WATER
RATE EXEMPTIONS, ET CETERA.*

None.

**APPROVAL OF JOURNALS OF
PROCEEDINGS.**

JOURNAL (July 29, 1988).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on July 29, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus move to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (August 29, 1988).

(Special Meeting).

The City Clerk submitted the printed Official Journal of the Proceedings of the special meeting held on July 29, 1988 at 10:00 A.M., signed by him as such City Clerk.

Alderman Natarus move to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

Re-Referred -- AMENDMENT OF MUNICIPAL CODE CHAPTER 17
CONCERNING REGULATION OF SOLID WASTE
HANDLING FACILITIES.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Energy, Environmental Protection and Public Utilities, deferred and published in the Journal of the Proceedings of February 11, 1987, pages 39484 through 39497, recommending that the City Council pass a proposed substitute ordinance amending Chapter 17 of the Municipal Code to regulate solid waste handling facilities.

Alderman Beavers moved to *Re-Refer* the said proposed substitute ordinance to the Committee on Energy, Environmental Protection and Public Utilities. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Beavers, Caldwell, Shaw, Carter, Langford, Kellam, Sheahan, Jones, Krystyniak, Henry, Butler, Smith, Davis, Figueroa, Mell, Banks, Laurino, Pucinski, Natarus, Eisendrath, Levar, Orr -- 27.

Nays -- Aldermen Huels, Fary, Burke, Gutierrez, Kotlarz, Schuler, Osterman, Stone -- 8.

Thereupon, the said proposed substitute ordinance was *Re-Referred to the Committee on Energy, Environmental Protection and Public Utilities*.

Failed To Pass -- AMENDMENT OF MUNICIPAL CODE BY ADDITION
OF NEW CHAPTER 199 ENTITLED "HUMAN RIGHTS",
REPEAL OF CHAPTERS 198.7A, 199A AND
199B AND AMENDMENT OF CHAPTERS
21, 25.1 AND 198.7B.

On motion of Alderman Natarus, the City Council took up for consideration the report of the Committee on Human Rights and Consumer Protection, deferred and published in the Journal of the Proceedings of July 13, 1988, pages 15168 through 15173, recommending that the City Council pass a proposed ordinance enacting a new Chapter 199 entitled "Human Rights Ordinance", repealing Chapters 198.7A, 199A and 199B and amending provisions of Chapters 21, 25.1 and 198.7B.

Alderman Soliz presented the following proposed substitute ordinance:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by adding a new Chapter 199, entitled "Human Rights", as follows:

199-1. It is the policy of the City of Chicago to assure that all persons within its jurisdiction shall have equal access to public services and shall be protected in the enjoyment of civil rights, and to promote mutual understanding and respect among all who live and work within this city.

The City Council of the City of Chicago hereby declares and affirms:

that prejudice, intolerance, bigotry and discrimination occasioned thereby threaten the rights and proper privileges of the city's inhabitants and menace the institutions and foundation of a free and democratic society; and

that behavior which denies equal treatment to any individual because of his or her race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income undermines civil order and deprives persons of the benefits of a free and open society.

Nothing in this ordinance shall be construed as supporting or advocating any particular lifestyle or religious view. To the contrary, it is the intention of this ordinance that all persons be treated fairly and equally and it is the express intent of this ordinance to guarantee to all of our citizens fair and equal treatment under law.

199-2. Whenever used in this chapter:

- (a) *"Age" means chronological age of not less than 40 years.*
- (b) *"Credit transaction" means the grant, denial, extension or termination of credit to an individual.*
- (c) *"Disability" means (i) a determinable physical or mental characteristic which may result from disease, injury, congenital condition of birth or functional disorder including, but not limited to, a determinable physical characteristic which necessitates a person's use of a guide, hearing or support dog; or (ii) the history of such a characteristic; or (iii) the perception of such a characteristic by the person complained against.*
- (d) *"Employee" means an individual who is engaged to work in the City of Chicago for or under the direction and control of another for monetary or other valuable consideration.*
- (e) *"Employment agency" means a person that undertakes to procure employees or opportunities to work for potential employees, either through interviews, referrals, advertising or any combination thereof.*
- (f) *"Marital status" means the legal status of being single, married, divorced, separated or widowed.*
- (g) *"Military discharge status" means the fact of discharge from military status and the reasons for such discharge.*
- (h) *"Parental status" means the status of living with one or more dependent minor or disabled children.*
- (i) *"Public accommodation" means a place, business establishment or agency that sells, leases, provides or offers any product, facility or service to the general public, regardless of ownership or operation (i) by a public body or agency; (ii) for or without regard to profit; or (iii) for a fee or not for a fee.*
- (j) *"Religion" means all aspects of religious observance and practice, as well as belief, except that with respect to employers "religion" has the meaning ascribed to it in Section 199-6.*
- (k) *"Sexual orientation" means the actual or perceived state of heterosexuality, homosexuality or bisexuality.*
- (l) *"Sexual harassment" means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.*
- (m) *"Source of income" means the lawful manner by which an individual supports himself or herself and his or her dependents.*

199-3. No person shall directly or indirectly discriminate against any individual in hiring, classification, grading, discharge, discipline, compensation or other term or condition of employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income. No employment agency shall directly or indirectly discriminate against any individual in classification, processing, referral or recommendation for employment because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. The prohibitions contained in this paragraph shall not apply to any of the following:

(a) Use of an individual's unfavorable discharge from military service as a valid employment criterion where (i) authorized by federal law or regulation; or (ii) where the affected position of employment involves the exercise of fiduciary responsibilities and the reasons for the dishonorable discharge relate to his or her fiduciary capacity.

(b) Hiring or selecting between individuals for bona fide occupational qualifications.

(c) Giving preferential treatment to veterans and their relatives as required by federal or state law or regulation.

199-4. Nothing in this chapter shall apply to decisions of a religious society, association, organization or institution affecting the definition, promulgating or advancement of the mission, practices or beliefs of the society, association, organization or institution.

199-5. No employer, employee, agent of an employer, employment agency or labor organization shall engage in sexual harassment. An employer shall be liable for sexual harassment by nonemployees or nonmanagerial and nonsupervisory employees only if the employer becomes aware of the conduct and fails to take reasonable corrective measures.

199-6. No employer shall:

(a) refuse to make all reasonable efforts to accommodate the religious beliefs, observances and practices of employees or prospective employees unless the employer demonstrates that he is unable to reasonably accommodate an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.

(b) refuse to permit an employee who takes time off from work in order to practice the employee's religious beliefs to exercise any of the following options: (i) to take a day of paid leave or vacation, where applicable under the employee's employment agreement; or (ii) to be excused from work without pay and without discipline or other penalty; or (iii) to elect to take the day off with pay in order to practice the employee's religious beliefs, and to make up the lost work time at a time and date consistent with the operational need of the employer's business. Any employee who elects such deferred work shall be compensated at his or her regular rate of pay, regardless of the time and date at which the work is made up. The employer may require that any employee who plans to exercise option (iii) of this

subsection provide the employer with notice of the employee's intention to do so, no less than five days prior to the date of absence.

199.7. No person shall discriminate against any individual in any aspect of a credit transaction, or in any terms and conditions of bonding because of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income.

199.8. No person that owns, leases, rents, operates, manages or in any manner controls a public accommodation shall withhold, deny, curtail, limit or discriminate concerning the full use of such public accommodation by any individual because

of the individual's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income. The prohibition contained in this section shall not apply to the following:

(a) a private club or other establishment not in fact open to the public, except to the extent that the products, facilities or services thereof are made available to the general public or to the customers or patrons of another establishment that is a public accommodation. Provided, however, that an institution, club, association or other place or accommodation which has more than 400 members, and provides regular meal service and regularly receives payment for dues, fees, accommodations, facilities or services from or on behalf of non-members for the furtherance of trade or business shall be considered a place of public accommodation for purposes of this chapter.

(b) any facility, as to discrimination based on sex, which is distinctly private in nature, such as restrooms, shower rooms, bath houses, dressing rooms, health clubs.

(c) any facility, as to discrimination based on sex, which restricts rental of rooms to individuals of one sex.

199-9. No person shall retaliate against any individual because that individual in good faith has made a charge, testified, assisted or participated in an investigation, proceeding or hearing under this chapter.

199-10. The Chicago Commission on Human Relations shall receive and review charges of violations of this chapter, and shall prepare and provide necessary forms for such charges. The Commission shall refer charges to the Corporation Counsel for prosecution.

199-11. The provision of this chapter shall be liberally construed for the accomplishment of the purpose hereof. Nothing in this chapter shall be construed to limit rights granted under the laws of the State of Illinois or the United States.

199-12. Any person who violates any provision of this ordinance shall be fined not less than \$100 and not more than \$500 for each offense. Every day that a violation shall continue shall constitute a separate and distinct offense.

SECTION 2. The Municipal Code of Chicago is hereby amended by deleting Chapters 198.7A, 199A and 199B in their entirety.

SECTION 3. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting the terms "race, color, sex, marital status, religion, national origin or ancestry" wherever they appear in said chapter, and inserting in lieu thereof the terms "*race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income*".

SECTION 4. Chapter 198.7B of the Municipal Code of Chicago is hereby amended by deleting existing Section 198.7B-4 and inserting new Sections 198.7B-4 and 198.7B-4.1, as follows:

198.7B-4. Wherever used in this chapter, the terms "age", "religion", "disability", "sexual orientation", "marital status", "parental status", military discharge status", and "source of income" shall have the same meanings as described in Chapter 199 of this code.

198-7B-4.1. No provision of this chapter shall be construed to prohibit any of the following:

(a) Restricting rental or sale of a housing accommodation to a person of a certain age group (1) when such housing accommodation is authorized, approved, financed or subsidized in whole or in part for the benefit of that age group by a unit of state, local or federal government; or (2) when the duly recorded initial declaration of a condominium or community association limits such housing accommodations to persons above the age of 50, provided that a person or the immediate family of a person owning or renting a unit in such housing accommodation prior to the recording of the initial declaration shall not be deemed to be in violation of the age restriction as long as the person or the person's immediate family continue to own or reside in the housing accommodation.

(b) A religious organization, association or society, or any not-for-profit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of a dwelling which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color or national origin.

(c) Restricting the rental of rooms in a housing accommodation to persons of one sex.

SECTION 5. Chapter 21, Sections 21-49, 21-50 and 21-52 of the Municipal Code of Chicago is hereby amended by deleting the terms "race, color, sex, creed, national origin or ancestry" and "race, sex, religion or ethnic origin", and by inserting in lieu thereof the terms "*race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation,*

marital status, parental status, military discharge status or source of income, as defined in Chapter 199 of this code."

SECTION 6. Chapter 21, Section 21-50 of the Municipal Code of Chicago, as amended, is hereby further amended by deleting the language bracketed and inserting the language in italics, as follows:

21-50..

* * * * *

The commission shall advise and consult with the mayor and city council on all matters involving [racial, religious, sex, or ethnic] prejudice or discrimination *based on race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income*, and recommend such legislative action as it may deem appropriate to effectuate the policy of this ordinance. The commission shall render an annual report to the mayor and city council which shall be published.

SECTION 7. Chapter 25.1, Section 25.1-7 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

25.1-7. No person shall discriminate against any employee or applicant because of [race, creed, color, sex or national origin.] *race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital, status, parental status, military discharge status or source of income, as defined in Chapter 199 of this code.*

SECTION 8. If any provision of this ordinance or the application thereof to any person or circumstances is held unconstitutional or otherwise invalid by any court, such invalidity shall not affect the remaining provisions or applications of this ordinance to any other person or circumstances.

SECTION 9. This ordinance shall take effect 30 days after its passage and publication.

Alderman Soliz moved to *Substitute* the foregoing proposed ordinance for the proposed ordinance printed in the Journal of the Proceedings of July 13, 1988. The motion to substitute *Prevailed* by a viva voce vote.

Alderman Madrzyk then requested a roll call on the motion to substitute.

The Chair ruled Alderman Madrzyk's motion was not well taken, stating that the substitute ordinance had been adopted by a viva voce vote.

Alderman Madrzyk moved to appeal the ruling of the Chair. The Chair then stated "*Shall the decision of the Chair be sustained?*" The question being put, the decision 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, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Figueroa, Giles, Natarus, Eisendrath, Hansen, Shiller, Osterman, Orr, -- 28.

Nays -- Aldermen Huels, Fary, Madrzyk, Burke, Kellam, Sheahan, Krystyniak, Hagopian, Gabinski, Mell, Kotlarz, Cullerton, Laurino, O'Connor, Pucinski, Levar, Schulter -- 17.

After debate, Alderman Soliz moved to pass the foregoing proposed substitute ordinance. The clerk called the roll and the foregoing proposed substitute ordinance failed to pass by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, T. Evans, Bloom, Robinson, Burke, Langford, Garcia, Soliz, Gutierrez, Davis, Figueroa, Mell, Giles, O'Connor, Natarus, Eisendrath, Hansen, Shiller, Osterman, Orr -- 21.

Nays -- Aldermen Roti, Beavers, Caldwell, Shaw, Huels, Fary, Madrzyk, Carter, Streeter, Kellam, Sheahan, Jones, J. Evans, Krystyniak, Butler, Smith, Hagopian, Gabinski, Kotlarz, Banks, Cullerton, Laurino, Pucinski, Levar, Schulter, Stone -- 26.

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

MISCELLANEOUS BUSINESS.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON DECEMBER 23, 1985 CORRECTED.

Alderman Natarus moved to *Correct* the printed official Journal of the regular meeting held on Monday, December 23, 1985, as follows:

Pages 25422 and 25423--by deleting lines one through four from the bottom of page 25422 and lines one through 27 from the top of page 25423 and inserting in lieu thereof the following ordinance:

"WHEREAS, The City Council of the City of Chicago, by ordinance passed July 29, 1985, authorized the submission of an application to the United States Department of Housing and Urban Development for an Urban Development Action Grant to promote development in the economically distressed west side of the City of Chicago; and

WHEREAS, In response to said application, the United States Department of Housing and Urban Development has approved Urban Development Action Grant No. B-83-AA-17-0231, which provides funds to the City which, in turn, may be loaned to American National Bank and Trust Company of Chicago, as Trustee for the benefit of Shetland Properties of Cook County, Inc., in the amount of \$470,000. Said funds are to be used for the rehabilitation of property located at 5400 West Roosevelt Road, Chicago, Illinois, which will create expanded employment opportunities in the City; now, therefore,

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

SECTION 1. There is hereby appropriated the maximum sum of \$470,000, or such amount as actually received by the City from Urban Development Action Grant No. B-83-AA-17-0231 ("U.D.A.G. Grant"), from the U.S. Department of Housing and Urban Development, for the Sunbeam Park Project.

SECTION 2. The Commissioner of the Department of Economic Development of the City of Chicago is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon the granting of sufficient security, lend the above appropriated funds to American National Bank and Trust Company of Chicago, for the purpose of assisting the beneficiary of said trust, Shetland Properties of Cook County, Inc. ("Developer"), to rehabilitate and develop certain realty located at 5400 West Roosevelt Road, Chicago, Illinois, and which Redevelopment Agreement obligates Developer to commence and complete the aforementioned activities by expending approximately \$8,930,000 in private funds; and further obligates Developer to use its best efforts to create 350 new, permanent job opportunities as set forth in the U.D.A.G. Grant to the City.

SECTION 3. The Commissioner is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of the U.D.A.G. Grant and the Redevelopment Agreement, said Redevelopment Agreement being substantially in the form attached hereto as Exhibit A.

SECTION 4. This ordinance shall be effective by and from the date of its passage."

The motion to correct *Prevailed* by a viva voce vote.

OFFICIAL JOURNAL OF REGULAR MEETING HELD ON
APRIL 13, 1988 CORRECTED.

Alderman Natarus moved to *Correct* the printed Official Journal of the regular meeting held on Wednesday, April 13, 1988, as follows:

Page 12202--by deleting the numbers and words "390,798.69; 8.97 acres; .28 and 28%" appearing in the third line from the bottom of the page and inserting in lieu thereof the numbers and words "391,346; 8.98 acres; .30 and 30%".

Page 12203--by deleting the numbers and words "8.97 acres + area in public right of way 1.67 acres = 10.64 acres" appearing in the ninth and tenth lines from the top of the page and inserting in lieu thereof the number and word "8.98 acres".

The motion to correct *Prevailed* by a viva voce vote.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Natarus presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the fourteenth (14th) day of September, 1988 at 10:00 A.M., be and the same is hereby fixed to be held on Thursday, the twenty-second (22nd) day of September, 1988 at 2:00 P.M., in the Council Chamber in City Hall.

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

On motion of Alderman Natarus 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, Kellam, Sheahan, Jones, J. Evans, Garcia, Krystyniak, Henry, Soliz, Gutierrez, Butler, Smith, Davis, Hagopian, Figueroa, Gabinski, Mell, Austin, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Eisendrath, Hansen, Levar, Shiller, Schulter, Osterman, Orr, Stone -- 49.

Nays -- None.

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

At this point of the proceedings, The Honorable Eugene Sawyer, Acting Mayor, relinquished the Chair to Alderman Juan M. Soliz, President Pro Tempore.

*Referred -- BIDS FOR SALE OF CITY-OWNED
PROPERTY.*

The City Clerk transmitted communications from Mr. Don Baum, Director, City Real Estate Section, Department of General Services, under dates of August 10 and 22, 1988, which read as follows:

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 6712 South Ashland Avenue, which was authorized by ordinance passed July 15, 1987, pages 2305--2306, Council Journal.

Transmitted herewith 4 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1529 North Bosworth Avenue, which was authorized by ordinance passed December 30, 1987, page 9428, Council Journal.

Transmitted herewith 3 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1628 North Bosworth Avenue, which was authorized by ordinance passed December 30, 1987, page 9427, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1600--1602 South Christiana Avenue/3341--3345 West

16th Street, which was authorized by ordinance passed November 10, 1987, pages 6106--6107, Council Journal.

Transmitted herewith 4 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 2128 West Churchill Street, which was authorized by ordinance passed December 30, 1987, pages 9427--9428, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 3627 South Cottage Grove Avenue, which was authorized by ordinance passed November 10, 1987, pages 6112--6113, Council Journal.

Transmitted herewith 2 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 4951--4953 South Forrestville Avenue, which was authorized by ordinance passed September 9, 1987, pages 3381--3382, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 838--840 West Lakeside Avenue, which was authorized by ordinance passed April 27, 1988, pages 12678--12679, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 6330 South Maryland Avenue, which was authorized by ordinance passed July 15, 1987, pages 2308--2309, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement of sale of city-owned property at 4447 South Stewart Avenue, which was authorized by ordinance passed July 15, 1987, pages 2303--2304, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 2906--2908 West Van Buren Street, which was authorized by ordinance passed December 10, 1986, page 39939, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 7255--7261 South Vincennes Avenue/146--148 West 73rd Street, which was authorized by ordinance passed July 15, 1987, pages 2289--2290, Council Journal.

Transmitted herewith 2 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1858 North Washtenaw Avenue/2701--2711 West Cortland Street, which was authorized by ordinance passed January 16, 1987, pages 38819--38820, Council Journal.

Transmitted herewith 8 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1647--1649 North Winchester Avenue, which was authorized by ordinance passed November 10, 1987, pages 6102--6103, Council Journal.

Transmitted herewith 7 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 2136--2138 North Winchester Avenue, which was authorized by ordinance passed November 10, 1987, pages 6117--6118, Council Journal.

Transmitted herewith 4 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1639 North Wolcott Avenue, which was authorized by ordinance passed November 10, 1987, page 6110, Council Journal.

Transmitted herewith 5 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 1100 North Wood Street, which was authorized by ordinance passed December 30, 1987, page 9422, Council Journal.

Transmitted herewith 3 sealed bids. These bids were submitted in response to advertisement for sale of city-owned property at 337 West 37th Street, which was authorized by ordinance passed January 16, 1987, page 38820, Council Journal.

Transmitted herewith 1 sealed bid. This bid was submitted in response to advertisement for sale of city-owned property at 1438 West 61st Street, which was authorized by ordinance passed June 5, 1987, page 1098, Council Journal.

On motion of Alderman Banks, the bids submitted with the foregoing communications were ordered opened and read and were then *Referred to the Committee on Land Acquisition, Disposition and Leases.*

The following is a summary of said bids:

6712 South Ashland Avenue.

Eugene Howard, 6732 South Paulina Street, Chicago, Illinois 60636: Amount bid \$5,200.00, deposit check \$520.00 (money order);

1529 North Bosworth Avenue.

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$6,120.00, deposit check \$612.00 (cashier's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Suite 530, Chicago, Illinois 60611: Amount bid \$12,000.00, deposit check \$1,200.00 (certified check);

Sally Ann Smith, 2135 North Clifton Street, Chicago, Illinois 60614: Amount bid \$6,510.00, deposit check \$651.00 (cashier's check);

Barry M. Penczek, 1511 North Bosworth Avenue, Chicago, Illinois 60622: Amount bid \$5,100.00, deposit check \$510.00 (cashier's check);

1628 North Bosworth Avenue.

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$13,120.00, deposit check \$1,312.00 (cashier's check);

Sally Ann Smith, 2135 North Clifton Street, Chicago, Illinois 60614: Amount bid \$16,510.00, deposit check \$1,651.00 (cashier's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Suite 530, Chicago, Illinois 60611: Amount bid \$30,000.00, deposit check \$3,000.00 (certified check);

*1600--1602 South Christiana Avenue/
3341--3345 West 16th Street.*

William C. Jones, 4312 West 18th Street, Chicago, Illinois 60623: Amount bid \$9,400.00, deposit check \$940.00 (certified check);

2128 West Churchill Street.

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$6,120.00, deposit check \$612.00 (cashier's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611: Amount bid \$16,000.00, deposit check \$1,600.00 (certified check);

Leonarda Nadzikewycz, 730 North Prospect, Park Ridge, Illinois 60068: Amount bid \$5,200.00, deposit check \$520.00 (cashier's check);

Roger E. Duba, 2119 West Churchill Street, Chicago, Illinois 60647: Amount bid \$12,000.00, deposit check \$1,200.00 (cashier's check);

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3627 South Cottage Grove Avenue.

Manasseh Maltbia, 4104 South Michigan Avenue, Chicago, Illinois 60653: Amount bid \$7,301.00, deposit check \$731.00 (cashier's check);

4951--4953 South Forrestville Avenue.

Aleen P. Donaldson, 7541 South King Drive, Chicago, Illinois 60619: Amount bid \$7,500.00, deposit check \$700.00 (personal check);

Old Friendship M. B. Church, 542 East 50th Street, Chicago, Illinois 60615: Amount bid \$7,500.00, deposit check \$750.00 (cashier's check);

838--840 West Lakeside Avenue.

Hans Bohdensiek, 3814 North Fremont, Chicago, Illinois 60613: Amount bid \$56,000.00, deposit check \$5,600.00 (cashier's check);

6330 South Maryland Avenue.

Willie and Margaret Ann James, 6332 South Maryland Avenue, Chicago, Illinois 60637: Amount bid \$3,750.00, deposit check \$375.00 (cashier's check);

4447 South Stewart Avenue.

Cedell Johnson, 350 West 45th Street, Chicago, Illinois 60609: Amount bid \$1,401.00, deposit check \$140.10 (certified check);

2906--2908 West Van Buren Street.

Chicago Title & Trust Company, U/T No. 55581, 111 West Washington Street, Chicago, Illinois 60602: Amount bid \$5,900.00, deposit check \$590.00 (cashier's check);

*7255--7261 South Vincennes Avenue/
146--148 West 73rd Street.*

Vincent Casboni, Matthew Casboni and Anthony Casboni, Jr., 7251 South Vincennes Avenue, Chicago, Illinois 60621: Amount bid \$20,000.00, deposit check \$4,000.00 (cashier's check);

*1858 North Washtenaw Avenue/
2701--2711 West Cortland Avenue.*

Stanley and Marjorie Barbe, 1852 North Washtenaw Avenue, Chicago, Illinois 60647: Amount bid \$2,400.00, deposit check \$240.00 (cashier's check);

Mark Krastof, 2708 West Cortland Street, Chicago, Illinois 60647: Amount bid \$4,278.00, deposit check \$427.80 (official check);

1647--1649 North Winchester Avenue.

Stanley Benecki, Mesirow Realty Brokerage, 350 North Clark Street, Chicago, Illinois 60610: Amount bid \$15,100.00, deposit check \$1,510.00 (cashier's check);

Wayne Oestreicher, 2641 North Albany Avenue, Chicago, Illinois 60647: Amount bid \$12,500.00, deposit check \$1,250.00 (cashier's check);

George N. Becharas, 820 Hinman Avenue, Evanston, Illinois 60202: Amount bid \$70,100.00, deposit check \$7,010.00 (cashier's check);

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$21,200.00, deposit check \$2,120.00 (cashier's check);

Shivjit S. Hundle, 6747 Harvest Avenue, Woodridge, Illinois 60517: Amount bid \$7,300.00, deposit check \$730.00 (cashier's check);

Charles T. Eaton, 2122 West LeMoyne Street, Chicago, Illinois 60622: Amount bid \$6,500.00, deposit check \$650.00 (cashier's check);

Remcord Management II, 1747 North Honore Street, Chicago, Illinois 60622: Amount bid \$80,000.00, deposit check \$8,000.00 (cashier's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Suite 530, Chicago, Illinois 60611: Amount bid \$56,000.00, deposit check \$5,600.00 (certified check);

2136--2138 North Winchester Avenue.

Shivjit S. Hundle, 6747 Harvest Avenue, Woodridge, Illinois 60517: Amount bid \$6,300.00, deposit check \$630.00 (cashier's check);

Wayne Oestreicher, 2641 North Albany Avenue, Chicago, Illinois 60647: Amount bid \$11,500.00, deposit check \$1,150.00 (cashier's check);

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$21,120.00, deposit check \$2,112.00 (cashier's check);

Charles T. Eaton, 2122 West LeMoyne Street, Chicago, Illinois 60622: Amount bid \$6,200.00, deposit check \$620.00 (cashier's check);

Steven R. Greenberger, 3741 North Clifton Avenue, Chicago, Illinois 60613: Amount bid \$82,320.00, deposit check \$8,232.00 (official check);

Ronald Pinkowski and Robert Atkins, 2433 North Western Avenue, Chicago, Illinois 60647, and Robert O'Connor, 2415 North Linder Avenue, Chicago, Illinois 60639: Amount bid \$20,000.00, deposit check \$2,000.00 (certified check);

Joseph Lee, 5445 North Sheridan Road, Apt. 1015, Chicago, Illinois 60640: Amount bid \$15,000.00, deposit check \$1,500.00 (cashier's check);

1639 North Wolcott Avenue.

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$11,120.00, deposit check \$1,112.00 (cashier's check);

Leonarda Nadzikewycz, 730 North Prospect, Park Ridge, Illinois 60068: Amount bid \$3,300.00, deposit check \$330.00 (cashier's check);

Urbanscape, Incorporated, 645 North Michigan Avenue, Chicago, Illinois 60611: Amount bid \$36,000.00, deposit check \$3,600.00 (certified check);

Shivjit S. Hundle, 6747 Harvest Avenue, Woodridge, Illinois 60517: Amount bid \$5,300.00, deposit check \$530.00 (cashier's check);

1100 North Wood Street.

Norman R. Oyen, 6204 West Irving Park Road, Chicago, Illinois 60634: Amount bid \$6,120.00, deposit check \$612.00 (cashier's check);

Kenneth D. Peters, 211 North LaSalle Street, Chicago, Illinois 60601: Amount bid \$7,336.00, deposit check \$733.60 (certified check);

Esther Romano, 3448 South Wesley, Berwyn, Illinois 60402: Amount bid \$3,000.00, deposit check \$300.00 (cashier's check);

Jim Stoller, 1116 North Wood Street, Chicago, Illinois 60622: Amount bid \$6,666.66, deposit check \$666.66 (cashier's check);

James G. McCormick, 631 West Fullerton Parkway, Chicago, Illinois 60614: Amount bid \$21,000.00, deposit check \$2,100.00 (cashier's check);

337 West 37th Street.

David Cales, 3252 South Princeton Avenue, Chicago, Illinois 60616: Amount bid \$4,000.00, deposit check \$400.00 (cashier's check);

Nick Dever, 534 West 44th Place, Chicago, Illinois 60609: Amount bid \$3,753.00, deposit check \$375.30 (cashier's check);

Dovalina-Vanick Partnership, 3542 West 98th Street, Evergreen Park, Illinois 60642: Amount bid \$4,200.00, deposit check \$420.00 (personal money order);

1438 West 61st Street.

Tabernacle of Life in Holiness Church, P.O. Box 17588, Chicago, Illinois 60617: Amount bid \$9,000.00, deposit check \$900.00 (cashier's check).

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 Tuesday September 22, 1988, at 2:00 P.M. in the Council Chamber in City Hall.

A handwritten signature in cursive script, reading "Walter S. Kozubowski".

WALTER S. KOZUBOWSKI,
City Clerk.

