

(Published by the Authority of the City Council of the City of Chicago)

COPY



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

Regular Meeting—Thursday, January 30, 1986

at 10:00 A.M.

(Council Chamber—City Hall—Chicago, Illinois)

OFFICIAL RECORD.

HAROLD WASHINGTON
Mayor

WALTER S. KOZUBOWSKI
City Clerk

Attendance at Meeting.

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

Absent -- Aldermen Sherman, Gabinski.

Call to Order.

On Thursday, January 30, 1986 at 12:30 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. Daniel J. Burke, Deputy City Clerk, called the roll of members and it was found that there were present at that time: Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Quorum present.

On motion of Alderman Hagopian, it was ordered noted in the Journal that Alderman Sherman was absent due to illness.

Invocation.

Deacon Thomas B. Ewers, St. Denis Church, opened the meeting with prayer.

At this point in the proceedings, the Honorable Harold Washington, delivered prepared remarks reflecting upon the stark juxtaposition of cheer and tragedy generated by the Chicago Bears Super Bowl victory, the explosion of the space shuttle Challenger and the death of a Chicago firefighter. The Mayor then asked for a moment of silence as an expression of our awe and appreciation for the daily sacrifice of our living heroes and the cause they serve.

TRIBUTE TO LATE FIREMAN, LIEUTENANT
EDMOND P. COGLIANESE.

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

WHEREAS, Chicago Fire Department Lt. Edmond P. Coglianese died on Sunday, January 26, 1986 while rescuing persons during a fire in a building; and

WHEREAS, Lt. Coglianese, a resident of the Mount Greenwood community, has been a Chicago Firefighter since 1973; and

WHEREAS, Lt. Coglianese served with the firefighters of Engine Company 98 at 202 East Chicago Avenue; and

WHEREAS, Lt. Coglianese, in the performance of his duties in fighting a fire at a near north side building, rescued two residents of that building and was attempting additional rescues of residents when he became trapped by the fire and was eventually overcome by smoke from the fire; and

WHEREAS, He took pride in being a Chicago firefighter and lived up to the high ideals he set for himself as a public servant; and

WHEREAS, Lt. Coglianese is survived by his wife, Eileen; daughter, Allyson Marion; son, Matthew; his parents, four brothers; a sister; and many other relatives and friends; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that the heroic and unselfish efforts of Chicago Fire Department Lt. Edmond P. Coglianese are recognized and honored by the people of Chicago and that his presence will sorely be missed by his family and friends; and

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

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

On motion of Alderman Kelley, seconded by Alderman Natarus, the foregoing proposed resolution was *Adopted* unanimously, by a rising vote.

EXPRESSION OF SORROW FOR SPACE SHUTTLE CHALLENGER
TRAGEDY AND MOURNING FOR SEVEN ASTRONAUTS
WHO PERISHED IN ITS EXPLOSION.

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

WHEREAS, The space shuttle Challenger exploded in flight after its scheduled launch from Cape Canaveral, Florida on Tuesday, January 28, 1986; and

WHEREAS, Seven astronauts, Commander Francis "Dick" Scobee, Pilot Michael J. Smith, Mission Specialists Judith Resnick, Ellison Onizuka and Ronald McNair, Payload Specialist Greg Jarvis and Schoolteacher Christa McAuliffe, who were aboard the Challenger, lost their lives as a result of that explosion; and

WHEREAS, The entire world was stunned and shocked that such a tragedy could happen in this day and age of high technology; and

WHEREAS, We should not forget that the space program is still in its infancy, with its share of problems; and

WHEREAS, Each astronaut knew of, and accepted, the danger of a possible disaster such as that which took the Challenger crew, so as to work for the advancement of science and humanity; and

WHEREAS, The tragedy hit this nation even harder because Christa McAuliffe was to be the first citizen to venture into space; and

WHEREAS, We shall mourn the loss of the seven pioneering men and women aboard the Challenger, yet, at the same time, we shall learn from the example of pride and determination they showed us as astronauts willing to risk the unknown; now, therefore,

Be It Resolved, By the Mayor and the City Council of the City of Chicago, that all City flags be hung at half-mast for a period of seven days as a symbol of our mourning and that a moment of silent reflection be conducted in this regularly constituted City Council meeting in memory of the seven astronauts; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and sent to the families of each of the seven astronauts.

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

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

SIMEON VOCATIONAL HIGH SCHOOL, WHITNEY YOUNG MAGNET
SCHOOL, MORGAN PARK HIGH SCHOOL, AND ST.
IGNATIUS COLLEGE PREPARATORY SCHOOL
CONGRATULATED FOR THEIR VICTORIES
IN 1985-86, 7-ELEVEN/MAYOR
WASHINGTON HIGH SCHOOL
HOLIDAY BASKETBALL
TOURNAMENT.

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

WHEREAS, The 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament was conducted at Kennedy-King City College, Malcolm X City College, and Whitney Young Magnet High School; and

WHEREAS, The tournament was played from December 26, 1985, through January 4, 1986; and

WHEREAS, The championship teams that emerged were: Boy's Division I: Simeon Vocational High School; Girl's Division I: Whitney Young Magnet School; Boy's Division II: Morgan Park High School; and Girl's Division II: St. Ignatius College Preparatory School; and

WHEREAS, These championship teams exemplify the best of Chicago's high school basketball athletes; and

WHEREAS, By their spirit, dedication, hard work, and enthusiasm, they represent the highest ideas of the 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament theme, "Chicago Basketball--We Play It Well!"; and

WHEREAS, The participation of these young people has helped the Mayor's Tournament grow in prestige and respect nationwide; now, therefore,

Be It Resolved, By the Mayor and City Council members assembled here this 30th day, of January, do hereby congratulate and honor Simeon Vocational High School, Whitney Young Magnet School, Morgan Park High School, and St. Ignatius College Preparatory School for their victories in the 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament, and I urge all citizens to join in the events honoring the Tournament Champions of 1985-86.

Be It Resolved, That an appropriate copy of this resolution be presented to each team in their honor.

Alderman Streeter 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 Streeter, seconded by Aldermen Sheahan, Roti, Vrdolyak and Volini, the foregoing proposed resolution was *Adopted*, unanimously.

At this point in the proceedings, Mayor Harold Washington invited Simeon Vocational High School team members and Coach Robert Hambric to the rostrum and presented them with a \$1,500.00 check and a plaque for their victory in the 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament. Mayor Washington also urged all citizens to join in honoring the Tournament Champions.

The team members and their coach are as follows:

Eric David (Captain)
Earl Dean Butler (Co-captain)
Nielson Anderson
Mark Bradley
Allen C. Gordon
Robert Jones

Leonard McIntosh
Milan Talmadge, Jr.
Ervin Small
Byron Young
Lance Fenwick
Robert Hambric (Coach).

Mayor Harold Washington next invited Morgan Park High School team members and Coach Herbert Ray to the rostrum and presented them with a \$500.00 check and a plaque for their victory in 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament.

The team members and their coach are as follows:

Leverne Johnson (Captain)
Dleon Maxwell (Co-captain)
Donald Burks
George Colone
Sean Dubose

Phillip Holmes
Harrison Latham
Kenneth Miller
Michael Parduhm
Ernest Sims

Derrick Smith
Daryl Thomas
Tony Thomas
Charles Wilson
Herbert Ray (Coach).

The Mayor then invited St. Ignatius College Preparatory team members and Coach Peggy Nespodzany to the rostrum and presented them with a \$500.00 check and a plaque for their victory in the 1985-86 7-Eleven/Mayor Washington High School Holiday Basketball Tournament. Mayor Washington also urged all citizens to join in honoring the Tournament Champions.

The team members and their coach are as follows:

Anne Gallaher (Captain)

Stephanie Green (Co-captain)
Meghan Harte
Oma Holloway
Becky Jackson
Megan Needham
Cathy Phelan

Jill Pintozzi
Anne Sheey
Kristin Slattery
Jennie Wozniak
Eileen Wrenn
Laura Zubor
Peggy Nespodzany (Coach).

Mayor Washington next presented the Whitney Young Magnet School team members and Coach Arthur Penny to the rostrum and presented them with a \$1,500.00 check and a plaque for their victory.

The team members and their coach are as follows:

Robin Garret (Captain)
Dristen Hayes (Co-captain)
Deena Carr
Cindy Connor
Estella Everett

Audra Haymer
Cherise Perkins
Shulisa Perkins
LaShawn Sheperd
Eunice Tyler

DuShon Brown
Angel Burt
Lindetta Harris
Sheri Arrington
Arthur Penny (Coach):

Team captain Robin Garret then thanked the Mayor and City Council for the honor accorded them.

CONGRATULATIONS EXTENDED TO WORLD CHAMPION
CHICAGO BEARS FOOTBALL TEAM.

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

WHEREAS, During the last three years the Washington Administration has overseen the return of respectability to the Chicago sports scene; and

WHEREAS, The latest example has been the devastating dominance of the 1985-86 Chicago Bears Football Team; and

WHEREAS, The Bears' all-pro offense and defense compiled an overpowering 15 and 1 win-loss record during the regular season; and

WHEREAS, The Bears set a National Football League record by shutting out their two playoff opponents, the New York Giants and the Los Angeles Rams; and

WHEREAS, The Bears capped off their championship season with a no-holds barred, take no prisoners, show no mercy massacre of the New England Patriots in the Bears, 46 to 10 Super Bowl XX Victory; and

WHEREAS, The Bears have achieved this outstanding feat with a group of diverse and talented individuals who work together, in true Chicago tradition, as a well-disciplined team on the field; and

WHEREAS, The Bears have been led by a championship management team which worked diligently to put together the right combination of players; and

WHEREAS, The Super Bowl Bears have dedicated their championship to "Papa Bear", George S. Halas, who led the effort to create the National Football League and guided the Chicago Bears through four decades, including their last NFL Championship in 1963, and the hiring of Mike Ditka as the Bear's highly capable head coach; and

WHEREAS, The people of Chicago have steadfastly supported the Bears and truly deserve this tremendous team and its historic victory; now, therefore,

Be It Resolved, That the Mayor, Harold Washington, and the City Council members assembled here this day do hereby recognize the unprecedented contributions of the Chicago Bears, which culminated this week in their capture of the National Football League Super Bowl Championship, and honor the Bears players and management for showing the world that Chicago is truly a super city.

Alderman Langford 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 Langford, seconded by Aldermen Burke, Orbach, Bloom, Beavers, Vrdolyak, Cullerton and Pucinski, the foregoing proposed resolution was *Adopted*, unanimously.

**REPORTS AND COMMUNICATIONS FROM
CITY OFFICERS.**

AUTHORITY GRANTED TO RENAME PORTION OF LAKE
SHORE DRIVE "GEORGE HALAS DRIVE".

Honorable Harold Washington, Mayor, submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance to designate a portion of Lake Shore Drive with the honorary street name of "George Halas Drive."

Your favorable consideration of this ordinance will be appreciated.

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

Alderman Volini moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the said proposed ordinance. The motion *Prevailed*.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, George Stanley Halas lived and worked his entire life in the City of Chicago; and

WHEREAS, Mr. Halas was co-founder of the National Football League and founder, owner, coach, and member of the Chicago Bears football team; and

WHEREAS, Mr. Halas in his professional and private life exhibited the virtues of determination, hard work, loyalty, generosity and compassion that are synonymous with the spirit of Chicago; and

WHEREAS, Mr. Halas by his example and perseverance led the Chicago Bears football team to exhibit those same attributes of characters and to become world champions; and

WHEREAS, The name and spirit of George Stanley Halas are a permanent part of the history, life and character of the City of Chicago; and

WHEREAS, It is fitting that the City of Chicago establish a memorial to Mr. Halas in recognition of his many contributions to this City; now, therefore,

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

SECTION 1. That the newly reconstructed portion of Lake Shore Drive from Monroe Street to Huron Street shall hereafter be known by the honorary street name of "George S. Halas Drive".

SECTION 2. The Commissioner of the Department of Public Works is hereby authorized and directed to take all necessary action to erect honorary street signs on that portion of Lake Shore Drive designated in Section 1. The Commissioner of Public Works is also authorized to execute any documents, subject to approval as to form and legality by the Corporation Counsel, and to take all actions necessary in order to implement the provisions of this ordinance.

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

Referred -- SITE DESIGNATED FOR CONSTRUCTION OF NEW WRIGHT
JUNIOR COLLEGE (PROJECT JC-7).

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance approving the site designated for the new Wright Junior College (Project JC-7), which is located at the northwest corner of West Montrose Avenue and North Narragansett Avenue.



Your favorable consideration of this ordinance will be appreciated.

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

Referred -- TRANSFER OF PARCEL S-1 (b), LOCATED IN 63RD-STONY
ISLAND URBAN RENEWAL PROJECT AREA, TO CHICAGO
BOARD OF EDUCATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the transfer of Parcel S-1 (b), located at 6249 South Harper Avenue and 1538-1536 East 63rd Street in the 63rd-Stony Island Urban Renewal Project Area.

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 21st day of November, 1985, 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) HAROLD WASHINGTON,
Mayor.

Referred -- SALE OF PARCEL OS-1 IN NEAR WEST SIDE
CONSERVATION AREA.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance approving the sale of land in the Near West Side Conservation Area (Parcel OS-1, 1347 West Taylor Street).

Also enclosed are certified copies of a resolution adopted by the Department of Urban Renewal at an adjourned regular meeting held on the 21st day of November, 1985, 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) HAROLD WASHINGTON,
Mayor.

*Referred -- SITE DESIGNATED FOR CONSTRUCTION OF
WEST SIDE TECHNICAL INSTITUTE
(PROJECT JC-8).*

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Executive Director of the Public Building Commission of Chicago, I transmit herewith an ordinance approving the site designated for the West Side Technical Institute (Project JC- 8) located between 27th and 31st Streets on South Western Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- MUNICIPAL CODE CHAPTER 200.6 AMENDED
REGARDING CHICAGO SALES TAX.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- I transmit herewith an ordinance amending Chapter 200.6 of the Municipal Code of Chicago relating to the Chicago Sales Tax to place it in conformity with current state requirements.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT TO FINANCE PROJECT LOCATED AT
4501 WEST AUGUSTA BOULEVARD.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the acquisition, rehabilitation and construction of a multi-building industrial park by Harry F. Chaddick Realty, Inc. and the Greater North Pulaski Development Corporation, said project to be located at 4501 West Augusta Boulevard.

Your favorable consideration of this ordinance will be appreciated.

1/30/86

COMMUNICATIONS, ETC.

26429

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS DEVELOPMENT
ACTION GRANT TO FINANCE PROJECT BY JEFFERY PARTNERS.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Housing, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the acquisition and rehabilitation of three residential buildings by Jeffery Partners, said properties located at 1948-1960 and 1962 East 71st Place and 7130 and 7147 South Jeffery.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS
DEVELOPMENT ACTION GRANT TO FINANCE
PROJECT BY SCULLY-JONES CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$500,000 for completion of the acquisition of the Scully-Jones Corporation by the Scully-Jones Employee Stock Option Plan, said facility located at 1901 South Rockwell Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS
DEVELOPMENT ACTION GRANT TO FINANCE
PROJECT BY TAXMAN CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$600,000 for land acquisition and construction of retail space by the Taxman Corporation, said project to be located at Kedzie Avenue south of 47th Street.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION OF DUTY FREE SHOP CONCESSION
LICENSE AGREEMENT WITH DOBBS HOUSES,
INCORPORATED FOR CHICAGO O'HARE
INTERNATIONAL AIRPORT.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution, on behalf of the City of Chicago, a Duty Free Shop Concession License Agreement with Dobbs Houses, Inc. for Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- EXECUTION FOR LOAN AND SECURITY
AGREEMENT WITH HI-GRADE PAINT COMPANY,
INCORPORATED.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Economic Development, I transmit herewith an ordinance authorizing the Commissioner to enter into and execute on behalf of the City of Chicago a loan and security

agreement with Hi-Grade Paint Co., Inc. in the amount of \$100,000, to expand business and job opportunities located at 3543 North Kedzie Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS
DEVELOPMENT ACTION GRANT TO FINANCE
PROJECT BY CHINESE AMERICAN
DEVELOPMENT CORPORATION.

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$2,000,000 for land acquisition and the construction of residential and commercial uses by the Chinese American Development Corporation, said project to be located at 22nd Street and Cermak Road.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- SUBMISSION OF APPLICATION FOR ILLINOIS
DEVELOPMENT ACTION GRANT TO FINANCE
PROJECT BY NEW REGAL THEATER
LIMITED PARTNERSHIP.

1/30/86

COMMUNICATIONS, ETC.

26433

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Planning, I transmit herewith an ordinance authorizing an application to the Illinois Development Finance Authority for an Illinois Development Action Grant in the amount of \$1,000,000 for the acquisition and renovation of the Avalon Theater and adjacent property by the New Regal Theater Limited Partnership, said project located at 79th Street and Stony Island Avenue.

Your favorable consideration of this ordinance will be appreciated.

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

AUTHORITY GRANTED FOR EXECUTION OF SUBLEASE AGREEMENT
BETWEEN BECKETT AVIATION, INCORPORATED AND AERO
SERVICES INTERNATIONAL, INCORPORATED FOR
PREMISES LOCATED AT MIDWAY AIRPORT.

Honorable Harold Washington, Mayor submitted the following communication:

OFFICE OF THE MAYOR
CITY OF CHICAGO

January 30, 1986.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Aviation, I transmit herewith an ordinance authorizing the execution, on behalf of the City of Chicago, of a sublease agreement between Beckett Aviation, Inc., and Aero Services International, Inc., for certain premises located at Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

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

On motion of Alderman Burke, the said proposed ordinance was *Passed* by a viva voce vote.

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, subject to the approval of the Corporation Counsel as to form and legality, is authorized to execute and approve on behalf of the City of Chicago a sublease agreement between Beckett Aviation, Inc., and Aero Services International, Inc., for certain premises located at Midway Airport said Agreement to be substantially in the following form:

This Sublease Agreement ("Agreement"), dated as of February 1, 1986, by and between Beckett Aviation, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia (hereinafter referred to as "Beckett") and Aero Services International, Inc., a corporation organized and existing under the laws of the State of Louisiana (hereinafter referred to as "Aero").

Witnesseth:

Whereas, pursuant to that certain lease or leases described in Exhibit A hereof (hereinafter collectively referred to as "Primary Lease") by and between Beckett as Lessee and the City of Chicago, a municipal corporation of the State of Illinois, as Lessor, (hereinafter referred to as the "Lessor") entered into on February 15, 1984, Beckett has a leasehold estate in certain realty, including buildings and certain other improvements thereon and certain operating rights as described in the Primary Lease (hereinafter referred to as the "Premises");

Whereas, Beckett wishes to sublease the Premises to Aero, and Aero wishes to sublease the Premises from Beckett; and

Whereas, simultaneously herewith, Beckett and Aero are entering into similar subleases covering realty, improvements thereon and certain operating rights at locations set forth on Exhibit B hereof (hereinafter referred to as the "Related Subleases");

Whereas, Aero, Beckett, P.H.H. Group, Inc., a Maryland corporation (hereinafter referred to as "P.H.H.") have previously entered into a certain Master Agreement dated as of September 25, 1985 relating to the acquisition of Beckett by Aero (hereinafter referred to as the "Related Agreement") which includes the agreement by Beckett to lease to Aero all leasehold improvements, furniture, fixtures, supplies, trucks, automobiles, vehicles of any kind or nature, equipment, tools, contracts, agreements, books, records and all other property used in connection with Beckett's fixed, based operations carried on at the Premises (hereinafter referred to as "F.B.O. Assets");

Now, Therefore, for and in consideration of the rents, covenants and agreements herein contained, Beckett and Aero do covenant and agree as follows:

1. Premises.

1.1 Beckett does hereby demise and sublease all of the Premises unto Aero for its exclusive use.

1.2 Aero hereby acknowledges it has examined the Premises, including the improvements constructed or located thereon and the F.B.O. Assets and accepts the same in their "as is" condition and that neither Beckett nor the Lessor makes any warranty as to their condition of fitness of use for Aero's purpose.

1.3 Regardless of any insurance provided pursuant to Section 7 hereof or otherwise, Aero hereby agrees to defend, indemnify and save harmless Beckett, Lessor, and P.H.H. against any and all suits, claims and liabilities of whatsoever kind of nature, and all costs and expenses, including attorney's fees, incurred in connection therewith relating to, or arising out of, Aero's use, possession or business conducted at the Premises during the entire term hereof as set forth in Section 2 hereof. Aero's agreement under this Section 1.3 shall not be affected by any termination of this Agreement.

2. Term.

2.1 The term of this Agreement shall commence on the date hereof and shall continue thereafter for a minimum term of ninety (90) days and, at Aero's option, for successive monthly renewal periods thereafter subject to the provisions of Section 2.2 hereof and, provided further, that in no case shall the term of this Agreement, including renewals thereof, exceed sixty (60) months.

2.2 Aero may terminate this Agreement, by providing written notice to Beckett at least ninety (90) days prior to the date on which it desires to terminate, provided further that Aero has simultaneously given such notice under each and every of the Related Subleases, it being understood and agreed that both parties hereto intend that any termination pursuant to this Section 2.2 shall be cause for immediate termination of each Related Sublease by Beckett.

2.3 Aero may also terminate this Agreement by exercising its rights and options to purchase the stock of Beckett as provided in the Related Agreement.

2.4 Notwithstanding any other provision hereof, should the primary lease for the Premises terminate or be cancelled for any reason whatsoever, this Agreement shall automatically and simultaneously terminate.

3. Rent.

3.1 For purposes of this Agreement, the term "Base Rent" shall mean the amount equal to all payments of whatsoever kind or nature owed to the Lessor by Beckett pursuant to the Primary Lease during the term of this Agreement, including but not limited to rent for the

use of the Premises, taxes, tie down fees, landing fees, royalties or similar impositions for the sale of fuel and lubricants, and all other similar fees or charges, if any.

3.2 Aero shall make all payments of Base Rent to the Lessor on the due dates set forth in the Primary Lease. A copy of the check or other evidence of payment of Base Rent shall be sent to Beckett simultaneously with payment to the Lessor.

3.3 Aero shall furnish to the Lessor on behalf of Beckett all reports, filings or other documentation required pursuant to the Primary Lease relating to the computation of Base Rent or as may be otherwise required by the Primary Lease. Said reports, filings or other documentation shall be filed on or before the date due under the Primary Lease with a complete copy thereof being sent on or before the due date to Beckett.

4. Use.

4.1 Aero shall use the Premises only for those uses and purposes set forth in the Primary Lease and no others.

4.2 Aero hereby undertakes to perform all obligations of Beckett as the Lessee under the Primary Lease relating to the conduct of business at the Premises.

4.3 In addition to the obligations undertaken by Aero under Section 4.2, Aero shall at all times during the term of this Agreement (a) maintain the Premises in a neat, clean, presentable condition in accordance with the responsibilities of Beckett as Lessee under the Primary Lease and generally accepted standards for similar space in the airport on which the Premises are located and (b) conduct its operations on a basis consistent with the standard of a first class fixed base operator so as not to adversely affect the future market value of the Premises as a fixed base operation for use by Beckett or other fixed base operator.

4.4 Aero shall observe and comply with all applicable federal, state and local laws, decrees, orders, statutes, ordinances, rules and regulations applicable to it, and its operations hereunder.

4.5 Aero, for itself and successors in interest, as a 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, color or national origin shall be excluded from participation in; denied the benefits of, or be otherwise subject to discrimination in the use of the Premises, (b) that in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (c) that Aero, shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. That in the event of breach of any of the above nondiscrimination covenants, Beckett shall have the right to terminate the Agreement and to re-enter and repossess the Premises and the F.B.O. Assets and hold the same as if this Agreement had never been made or issued.

4.6 Aero shall immediately notify Beckett of any notice of default or other notice of deficiency directed to it by the Lessor and shall take immediate action to cure same and notify Beckett when the default or deficiency has been cured; it being understood and agreed to by the parties that such notice shall not affect Beckett's right to terminate the Agreement, as hereinafter provided, because of the default or deficiency included in any such notice.

5. Improvements.

5.1 The parties acknowledge that during the term of this Agreement, certain modifications, alterations, additions or improvements to the existing structures of the Premises (hereinafter referred to as the "Improvements") may be necessary under the Primary Lease or otherwise. Aero shall make or permit to be made, at its sole cost or expense and without the necessity of any approvals or consents from Beckett, all Improvements which individually cost less than Five Thousand Dollars (\$5,000.00). Beckett shall make, or permit to be made, at its sole cost or expense, subject to Section 5.3 hereof, all Improvements which individually cost Five Thousand Dollars (\$5,000.00) or more.

5.2 All Improvements made and paid for by Beckett hereunder in excess of \$20,000 will require the prior written approval of Aero, such approval not to be unreasonably withheld.

5.3 The cost of all Improvements made and paid for by Beckett hereunder shall be added to the Net Investment Balance (as such term is defined in the Related Agreement) which shall have the result of increasing the F.B.O. Asset Rent (as such term is defined in the Related Agreement).

5.4 The parties further covenant and agree that in the event either party makes any such Improvements, the party making such Improvements will indemnify and save harmless the other party from all expenses, liens, claims or damages to either persons or property arising out of or resulting from the undertaking or making of said Improvements. Additionally, the parties agree that no Improvements shall be made without obtaining the consent of the Lessor where such consent is required under Section 7 of the Primary Lease.

5.5 Any and all such Improvements shall be made in accordance with all laws or regulations applicable to the airport on which the Premises are located.

6. Sublease in Ordinary Course of Business.

6.1 Beckett hereby assigns to Aero, during the term of this Agreement, all of Beckett's right, title and interest as sublessor under any sublease agreement relating to the Premises, including but not necessarily limited to those sublease agreements described in Exhibit C hereof. During the term of this Agreement, Aero shall be entitled to collect and receive all rents and other payments due to Beckett as sublessor under any sublease of the Premises. In the event any sublessee's consent to this assignment is required and is not obtained, Aero shall receive credit for any rental payments made to Beckett from any sublessee by reducing the amount due Beckett as F.B.O. Asset Rent (as such term is defined in the Related Agreement).

6.2 Aero shall have the right during the term of this Agreement to enter into sublease agreements with third parties to the same extent that Beckett would be entitled to under the Primary Lease, except that Aero shall not have the right to enter into a sublease arrangement, written or otherwise, with any flight management company which is not owned by P.H.H. without the written permission of Beckett.

6.3 Beckett agrees to execute such additional assignments and documents as may be necessary to carry out the provisions of this Section 6.

7. Insurance.

7.1 Aero shall purchase insurance in such amounts and for such coverage as required to be purchased by Beckett under the Primary Lease or in respect of any F.B.O. Asset.

7.2 Aero shall purchase all Workers Compensation Insurance or Employer's Liability Insurance for its employees as required by the jurisdictions in which the Premises are located.

7.3 All insurance required to be provided by Aero hereunder shall be primary and non-contributing as to any insurance maintained by Beckett or P.H.H.

7.4 Beckett, Lessor, P.H.H. and any other party required under the Primary Lease or in respect of any F.B.O. Asset shall be named as additional insured parties as their interests may appear under all insurance required hereunder. In the event of any damage to or destruction of any of the Premises or F.B.O. Assets: (a) Beckett shall make all insurance proceeds received by Beckett with respect to any such damage or destruction available to Aero and Aero shall use all such proceeds only for the restoration or replacement of any damage to or destruction of the Premises or the F.B.O. Assets, and (b) Aero shall use all insurance proceeds which it receives with respect to any such damage or destruction only for the restoration or replacement of any damage to or destruction of the Premises or the F.B.O. Assets.

7.5 Each policy required by this Section 7 shall be issued by an insurer acceptable to Beckett, kept in full force and effect during the term of this Agreement and contain a provision that such policy shall not be cancelled or terminated or otherwise allowed to expire prior to sixty (60) days notice to that effect being given to Beckett, P.H.H. and the Lessor.

7.6 Aero shall provide certificates evidencing all insurance required hereunder to Beckett, P.H.H. and the Lessor.

7.7 Aero shall purchase and maintain in force and effect, all performance and surety bonds as now in effect or as may be required under the Primary Lease or in respect of any F.B.O. Asset.

8. Miscellaneous.

8.1 Except as provided in Section 6 hereof, Aero shall not sell, assign, transfer, sublease, mortgage or otherwise dispose of or encumber this Agreement, the Premises, the F.B.O. Assets in whole or in part, or the leasehold estate created hereby, in whole or in part, or grant to any other party any right or license with respect thereto, without the prior written consent of Beckett in each instance.

8.2 Beckett and the Lessor shall have the right to enter upon and inspect the Premises at any and all reasonable times for any purpose necessary, incidental to, or connected with the performance of Aero's obligations under this Agreement, including but not limited to, the audit and review of any of Aero's records which may relate to the computation of Base Rent.

8.3 Aero shall deliver up and surrender to Beckett possession of the premises and the F.B.O. Assets upon expiration of this Agreement, or its earlier termination as herein provided, in as good a condition and repair as the same shall be at the commencement of the term of this Agreement, ordinary wear and tear excepted.

8.4 Without Beckett's prior written approval, during the term of this Agreement or upon the expiration or termination of this Agreement, Aero shall not remove any of the F.B.O. Assets from the Premises.

8.5 If any term of provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

8.6 Notices provided for in this Agreement shall be sufficient if sent by registered or certified mail, postage prepaid, addressed, if to Beckett:

Beckett Aviation Corporation
11333 McCormick Road
Hunt Valley, MD 21031
Attn: Frank J. Schmieder

with a copy to:

Finance Director
City of Youngstown
City Hall - 3rd Floor
Youngstown, Ohio 44503

and if to Aero:

Aero Services International, Inc.
111 Charles A. Lindbergh Drive
Teterboro, NJ 07608
Attn: O. E. Panfile

with a copy to:

Campbell C. Hutchinson, Esq.
Stone, Pigman, Walther, Wittmann & Hutchinson
546 Carondelet Street
New Orleans, LA 70130

or to such other address and person as either may direct in writing. Notices shall be deemed given when mailed unless otherwise herein provided.

8.7 Aero shall pay any and all state, federal or local sales or excise taxes, and all other fees, taxes and assessments as a result of Aero's operations.

9. Subordination of Agreement.

9.1 If required by the Primary Lease, this Agreement shall be subordinate to the provisions of any existing or future agreements between the Lessor and the United States of America relative to the civil operation or maintenance of the airport on which the Premises are located. Aero shall conform to all requirements and regulations of the Federal Aviation Administration, and such compliance will not be classed as a violation of this Agreement and the party shall not be liable for any claims or damages resulting therefrom. This shall not, however, preclude either party from attempting to recover from the Federal Aviation Administration any losses or damages caused by any such requirements or regulations.

9.2 It is expressly understood by the parties hereto that the terms of this Agreement are subordinate to and controlled by: (a) the terms of the Primary Lease, including any requirement therein that this Agreement must be approved by any third party, and b) the terms of the Related Agreement. In the event of any conflict between the obligations imposed upon the parties under the terms of this Agreement, and the terms of either the Primary Lease or the Related Agreement, the terms of the Primary Lease or Related Agreement shall control.

10. Rights Under Primary Lease.

10.1 Aero acknowledges that it is not Beckett's representative or agent with respect to any matter arising out of or relating in any way to the Primary Lease or the F.B.O. Assets, except that Beckett has directed Aero to make all payments of Base Rent hereunder to the Lessor.

10.2 Without the express written consent of Beckett, Aero is not authorized to negotiate with the Lessor or any provider of F.B.O. Assets on any matter which affects or relates to the Primary Lease, Base Rent or, other matters relating to the Premises or the F.B.O. Assets, or the use thereof by Aero, including, but not limited to:

- a) future or current Base Rent,

- b) extensions of any due dates for reports, documents or payments under the Primary Lease,
- c) improvements or modifications to Premises or,
- d) exercise of any options to renew or extend the lease term under the Primary Lease or increase, expand or change the size of the Premises.

10.3 Unless Aero has exercised its right to terminate this Agreement or is otherwise in default hereunder, Beckett will exercise any option to renew the Primary Lease that is exercisable thereunder during the term of this Agreement. Any and all costs, expenses or fees necessary to exercise any such option to renew the Primary Lease which are paid by Beckett shall be added to the Net Investment Balance (as such term is defined in the Related Agreement) which shall have the result of increasing the F.B.O. Asset Rent (as such term is defined in the Related Agreement).

10.4 Upon receipt of any notice from the Lessor or authority operating the airport on which the Premises are located, Aero shall immediately send such notice to Beckett. If such notice was initiated due to an alleged or actual violation or act of non-compliance of a provision in the Primary Lease or any statute, regulation or rule governing the operation of the airport on which the Premises are located. Aero shall also provide written advice to Beckett as to the actions Aero proposes to take to cure such violation or act of non-compliance. Aero shall not take any action to cure any violation or act of non-compliance requiring any expenditure by Beckett without the written approval of Beckett, such approval not to be unreasonably withheld.

10.5 Beckett shall not enter into any amendments to the Primary Lease during the term of this Agreement without Aero's prior written consent, such consent not to be unreasonably withheld.

11. Default.

11.1 In the event that Aero:

- a) fails to pay the Base Rent or F.B.O. Asset Rent (as such term is defined in the Related Agreement) or any segment thereof, or other sums when each is due hereunder;
- b) fails to perform any of the covenants or conditions herein;
- c) is in default under or terminates any of the Related Subleases;
- d) is in default under or terminates the Related Agreement;
- e) sells, assigns, exchanges, or in any way transfers all or substantially all of its assets;
- f) merges or consolidates with or into another corporation or entity if Aero is not the surviving entity of such merger or consolidation; or

- g) is in default under any agreement or indenture to which it is a party or by which it is bound relating to obligations for money borrowed and has failed to cure the default within any grace period provided in such agreement or indenture and the lender has accelerated the loan subject to such agreement or indenture;

Then Aero shall be in default of this Agreement.

11.2 Subject to Section 27, of the Related Agreement (relating to notice and opportunity to cure), in the event of any such default, Beckett shall be entitled to immediately take any action it deems advisable to protect its interest under this Agreement or any agreement relating to the F.B.O. Assets including:

- a) Cancellation or termination of this Agreement or any agreement relating to the F.B.O. Assets, and recovery from Aero of all expenses and damages incurred by reason of the breach and cancellation or termination;
- b) Taking possession of the Premises and the F.B.O. Assets and making such repairs to any damage caused during the term hereof as may be necessary to relet same at such rental and upon such terms as Beckett, in its sole discretion, may deem advisable;
- c) Bringing suit for the collection of the Base Rent or any portion thereof, or other amounts for which Aero may be in default, or for the performance of any other covenant devolving upon Aero for performance, or damages therefor.

11.3 For purposes of Section 11.2 Beckett's right to receive damages pursuant to this Sublease with respect to the Base Rent for the Premises shall be limited to Beckett's actual damages not exceeding the sum of all unpaid Base Rent on the date of the default, plus an amount equal to the Base Rent for the ninety (90) days immediately preceding the date of the default. The foregoing provisions shall not in any way limit Beckett's rights to receive damages of any other kind or nature from Aero hereunder, including attorneys' fees incurred by Beckett in the enforcement of its rights and remedies hereunder.

11.4 The specified remedies to which Beckett may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress by which Beckett may be lawfully entitled in case of any breach or threatened breach by Aero of any provision or provisions of this Agreement.

11.5 No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof, be construed as a waiver of such default or of Beckett's right to terminate this Agreement on account of such default, nor shall any waiver or indulgence granted by Beckett to Aero be taken as an estoppel against Beckett, it being expressly understood that if at any time Aero shall be in default in any of its covenants or conditions hereunder an acceptance by Beckett of any Base Rent

during the continuance of such default or the failure on the part of Beckett promptly to avail itself of such other rights or remedies as Beckett may have, shall not be construed as a waiver of such default, but Beckett may at any time thereafter, if such default continues, terminate this Agreement on account of such default in the manner hereinbefore provided.

12. Headings. The headings of the sections of this Agreement are merely for convenience of reference, having no substantive significance and shall be disregarded in the interpretation of this Agreement.

13. Exhibits. All exhibits and schedules referenced in this Agreement are hereby incorporated herein by reference in their entirety.

14. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior representations and understandings. None of the parties has relied upon any representation of the other or others not contained or referred to within this Agreement.

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

[Signature forms omitted for printing purposes.]

Exhibit A.

[Description of Primary Lease documents and all amendments]

Hangar, Hangar Site and Commercial Sales and Support Services Agreement at Chicago Midway Airport dated February 15, 1984, between the City of Chicago and CSX Beckett Aviation, Inc.

Exhibit B.

[List of other F.B.O. locations covered by Related Subleases]

1. William P. Hobby Airport, Houston, Texas.
2. Cleveland Hopkins International Airport, Cleveland, Ohio.
3. Scottsdale Municipal Airport, Scottsdale, Arizona.
4. Greater Pittsburgh International Airport, Pittsburgh, Pennsylvania.
5. Richmond International Airport, Richmond, Virginia.
6. Youngstown Municipal Airport, Youngstown, Ohio.
7. Centennial Airport, Arapahoe County, Colorado.

Exhibit C.

[List of sublease agreements]

-None-

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

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

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

*Placed on File -- EXECUTIVE ORDER 86-1 CONCERNING
GOVERNMENTAL ETHICS.*

A communication from Honorable Harold Washington, Mayor, transmitting Executive Order 86-1 concerning governmental ethics and the establishment of a Board of Ethics, which was *Placed on File*.

*Placed on File -- SUMMARY OF ADOPTED BUDGET FOR 1986
SHOWING DISTRIBUTION OF APPROPRIATIONS.*

Also, a communication from the Office of Budget and Management, transmitting a summary of the adopted Budget for 1986 showing the distribution of appropriations by function including local funds and General Revenue Sharing Funds, which was *Placed on File*.

Placed on File -- ACCEPTANCE UNDER ORDINANCE.

Also, the acceptance of Emil Wolper d/b/a I. C. Shoe Repair, under an ordinance passed on May 30, 1984 (vaulted areas); filed on January 21, 1986, which was *Placed on File*.

*Placed on File -- STATE APPROVAL OF ORDINANCES CONCERNING
MOTOR FUEL TAX FUND PROJECTS.*

Also, communications from Ralph C. Wehner, District Engineer, under date of January 17, 1986, announcing that the Department of Transportation of the State of Illinois has approved receipt of ordinances passed by the City Council on the dates noted (involving expenditures of Motor Fuel Tax Funds) as follows:

October 17, 1985.

Execution of City/State Project Agreement for improvement of Lake Shore Drive/79th Street Intersection;

November 13, 1985.

Execution of City/State Project Agreement for improvement of West Belmont Avenue between North Cicero and North Milwaukee Avenues;

Execution of Amendment to Agreement for improvement of South Central Park Avenue between West Cermak and West Roosevelt Roads;

Modernization of traffic signals at various northside locations associated with 1984 Intermittent Resurfacing Program;

November 20, 1985.

Execution of City/State Agreement for improvement of grade crossings for Milwaukee Road Railroad, Incorporated;

Funds allocated for necessary bridge maintenance for remainder of year 1985;

Execution of City/State Project Agreement for improvement of Foster Avenue between Canfield and Cumberland Avenues;

Execution of City/State Project Agreement for improvement of Atchison, Topeka and Santa Fe Railway Company grade crossings at various locations;

November 26, 1985.

Funds amended for various alley construction projects, as follows:

Project Number	Project Number
U-5024	U-5038
U-5025	U-5039
U-5027	U-5040
U-5028	U-5041
U-5029	U-5042
U-5030	U-5043
U-5031	U-5044
U-5032	U-5045.
U-5033	

*Placed on File -- CITY COMPTROLLER'S QUARTERLY REPORTS
FOR PERIOD ENDED DECEMBER 31, 1985.*

Also, the following document received in the City Clerk's Office from Ronald D. Picur, City Comptroller, which was *Placed on File*:

City of Chicago Corporate Fund: Condensed Statement of Cash Receipts and Disbursements for the three months ended December 31, 1985;

Statement of Funded Debt as at December 31, 1985;

City of Chicago Corporate Fund: Statement of Floating Debt as at December 31, 1985.

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 on January 9, 1986, and reports of the Department of Planning, approving the following proposals, which were *Placed on File*:

*Department of Housing, City Real Estate Section -- Disposition
of Improved and Vacant City-owned Properties.*

Referral Number	Address
86-002-02	1623-1625 North Damen Avenue (Fire Station)
86-003-02	4666 West Fulton Street (Fire Station)
86-011-02	442 North Racine Avenue
86-012-02	1613 North Hudson Avenue
86-013-02	1529 West Haddon Avenue
86-014-02	520 North Hartland Court
86-016-02	1504-1506 South Kolin Avenue
86-018-02	4136-4138 West Congress Parkway
86-020-02	1220-1230 East 70th Street/6955-6963 South Woodlawn Avenue
86-021-02	708 East 75th Street

Referral Number

Address

86-022-02

7709 South Green Street

Department of Urban Renewal.

Referral Number

Proposal

86-001-08

Redevelopment Plan for Urban Renewal
Project, Mohawk-North

86-005-08

Amended Designation to Urban Renewal
Project, Mohawk-North

86-006-08

Amendment No. 2 to Madison-
Canal/Presidential Towers Redevelopment
Plan

86-007-08

Amended Designation to 63rd-Dorchester
Redevelopment Project

86-008-08

Amendment No. 3 to 63rd-Dorchester
Redevelopment Plan

86-009-08

Amendment No. 10 to the Near West Side
Conservation Plan.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, etc. which were passed by the City Council on January 16, 1986, and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on January 30, 1986, by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on January 16, 1986, published by authority of the City Council in accordance with the provisions of Section 5-5 of the Municipal Code of Chicago, as passed on December 22, 1947.

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

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

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

City Homes, Inc. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 11-H bounded by

West Wilson Avenue; North Paulina Street; a line 292 feet south of and parallel to West Wilson Avenue; the alley next west of and parallel to North Paulina Street; a line 192 feet south of and parallel to West Wilson Avenue; and North Hermitage Avenue;

and to further amend by changing all the R4 General Residence District symbols and indications in the area above described to a Residential Planned Development.

Dominick's Finer Foods, Inc. -- to classify as a Business Planned Development instead of a B4-2 Restricted Service District the area shown on Map No. 17-H bounded by

an east-west line 272.55 feet south of the intersection of North Damen Avenue and North Ridge Boulevard; North Ridge Boulevard; an east-west line 1100 feet south of the intersection of North Damen Avenue and North Ridge Boulevard; and North Damen Avenue;

Jiffy Lube of Illinois, Inc. -- to classify as a B4-1 Restricted Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 16-J bounded by

West 69th Street; the alley next east of South Pulaski Road; a line 165.78 feet south of West 69th Street; and South Pulaski Road;

McDonald's Corporation -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District the area shown on Map No. 4-G bounded by

public alley next south of and parallel to West Roosevelt Road; South Loomis Street; vacated West Washburne Avenue; and a north-south line 139.39 feet west of and parallel to South Loomis Street;

1111 Cornelia Joint Venture -- to classify as a B4-2 Restricted Service District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 9-G bounded by

West Cornelia Avenue; a line 100 feet west of and parallel to North Seminary Avenue; the alley south of West Cornelia Avenue; the alley south of West Cornelia Avenue; and the east right-of-way line of the Chicago Milwaukee St. Paul and Pacific Railroad.

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:

Abington Homer Sr., Allstate Ins. Co. (3) Johannes Bachmann, Debra Hollins and David McGovern, American Family Ins. and Raymond Smith;

Bolten Pauline, Brakie Gail M.;

Cooper Elbert L. Jr., Crowell Howard T. Jr.;

Deluca Peter, Dennis Marie, Dixon Randy, Donnelly Maureen, Douglas Bernard, Dunal Cathie E., Durousseau Chris;

Economy Fire and Cas. Co. and Howard Metzger;

Farley Edward, Fischer's for Finer Flowers, Ford Motor Co. and Maria Perez;

Gonzalez Manuel, Gutchewsky Thomas Francis;

Hanover Ins. Co. and Truck Tire Sales, Hartford Ins. Group and Hazel and Theodore Scholl, Horcher Dennis;

Illinois Fair Plan and Anthony Spruille;

Jevremovic Jelenko, Johnson Percy;

Lach David, Liudzius Anthony;

Milwaukee Ins. and Patrick O'Connor, Miller Fred, Montgomery Ward Ins. Co. and Forrest Robinson, Murphy Dwight;

Ortiz Cruz;

Parker Jeffrey, Peavy Gregory and Vivian, Poyer Walter, Prudential Property and Cas. and Sarjon Sulaka, P. S. Liquor, Inc., Peoples Gas Light and Coke Co. (6);

Reliable Contracting and Equipment Co., Rodriguez Catalina;

Salinas Esther, Sheppard Sylvia, Salvatore Rose, South Central Music Co., Inc., Stahl Raymond, Standard Mutual Ins. Co. and Thomas Abrams, State Farm Ins. Co. (3) Dominick Carbone, Michael Leiber and Anton Shahin, Stein Seymour, Steinberg Fred;

Tepper Frank;

Western State Ins. and Lawrence Knight, William C. Ct. Liquor;

Zrust George, Zucker Alison.

Referred -- CERTIFICATION AS TO AMOUNT OF CITY'S
CONTRIBUTION TO FIREMEN'S ANNUITY AND
BENEFIT FUND.

Also, a communication from Norman S. Holland, Secretary, Retirement Board of the Firemen's Annuity and Benefit Fund, transmitting a certified copy of a resolution adopted by the board as to the amount of the City's contribution for the year 1986, which was *Referred to the Committee on Finance*.

Placed on File -- QUARTERLY REPORT OF OFFICE OF
MUNICIPAL INVESTIGATION.

Also, a report filed in the Office of the City Clerk on January 27, 1986, submitted by Russell H. Levy, Board Chairman, transmitting the quarterly report of the Board of the Office of Municipal Investigation for the period ended December 31, 1985, which was *Placed on File*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

CITY COMPTROLLER DIRECTED TO ISSUE VOUCHER IN
ACCORDANCE WITH 1986 APPROPRIATION ORDINANCE
FOR WRIGHTWOOD IMPROVEMENT
ASSOCIATION.

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

Ordered, That the City Comptroller is hereby directed to issue a voucher in the amount of \$22,000 from the 1986 Appropriation Ordinance, Account Number 100-9112-838, for the Wrightwood Improvement Association to administer the following Community Development Programs Projects: Technical Assistance to Business Area Groups in the amount of \$22,000.00.

On motion of Alderman Burke, the foregoing proposed order was *Passed* by a viva voce vote.

TRANSFER OF FUNDS AUTHORIZED FOR
COMMITTEE ON BUILDINGS.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:

Account	Number	Amount
For Personal Services	100-1226-000	\$28,000

TO:

Account	Number	Amount
For Contractual Services	100-1226-100	\$28,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for a professional services contract.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

TRANSFER OF FUNDS AUTHORIZED FOR COMMITTEE
ON BEAUTIFICATION AND RECREATION.

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

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

SECTION 1. That the City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1986. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1986 payable from such appropriations.

FROM:	Account	Number
Amount		
Personnel	100-1224-000	\$8,000
TO:		
Account	Number	Amount
Commodities	100-1224-300	\$8,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for a professional services contract.

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

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by a viva voce vote.

AUTHORITY GRANTED FOR EXECUTION OF FIRST SUPPLEMENTAL
TRUST INDENTURE FOR CONTINENTAL COMMERCIAL
PARTNERS, LIMITED PROJECT.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a First Supplemental Trust Indenture with respect to bonds issued for Continental Commercial Partners, Limited for project located at 76th and Racine Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Schulter, Volini, Orr -- 39.

Nays -- None.

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

Alderman Burke then requested that the record reflect said passed ordinance was transmitted to the Mayor who affixed his signature to the ordinance at 1:37 P.M.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago (the "Issuer") on December 23, 1985, passed an ordinance authorizing the issuance of \$6,000,000 principal amount

Adjustable Rate Industrial Development Revenue Bonds, Series 1985 (Continental Commercial Partners Ltd. Project) ("Series 1985 Bonds"), and said Ordinance was approved by the Mayor on December 23, 1985 ("Initial Ordinance"); and

WHEREAS, The City Council of the Issuer on December 30, 1985, passed an amendment to the Initial Ordinance providing for the delivery of the letter of credit described in the Initial Ordinance ("Letter of Credit") after the issuance of the Series 1985 Bonds and the redemption of the Series 1985 Bonds from bond proceeds if the Letter of Credit was not issued on or before January 27, 1986, and said amendment was approved by the Mayor on December 30, 1985; and

WHEREAS, The Series 1985 Bonds were issued and delivered on December 31, 1985, pursuant to a Trust Indenture dated as of December 1, 1985 ("Indenture") between the Issuer and LaSalle National Bank, as trustee ("Trustee"); and

WHEREAS, Continental Commercial Partners Ltd. and the Trustee have requested that the Issuer extend the time for issuance of the Letter of Credit by amending and supplementing the Indenture pursuant to a First Supplemental Trust Indenture ("First Supplemental Trust Indenture") which (a) extends the date of delivery of the Letter of Credit to February 14, 1986, and (b) permits all of the owners of the Series 1985 Bonds to cancel redemption notices delivered by the Trustee pursuant to Section 505 of the Indenture; and

WHEREAS, The proceeds of the Series 1985 Bonds will not be disbursed for any purpose (except the investment of such proceeds or the redemption of Series 1985 Bonds) until the Letter of Credit is issued and received by the Trustee; now, therefore,

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

SECTION 1. The form, terms and provisions of the proposed First Supplemental Trust Indenture are hereby in all respects approved, and the Mayor or City Comptroller and City Clerk or Deputy City Clerk are hereby authorized, empowered and directed to execute and deliver the First Supplemental Trust Indenture in the name and on behalf of the Issuer. The First Supplemental Trust Indenture shall be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the officers of the Issuer executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes therein from the form of the First Supplemental Trust Indenture now before this meeting; and from and after the execution and delivery of the First Supplemental Trust Indenture, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the intent and accomplish the purposes of this Ordinance and to comply with and make effective the provisions of this First Supplemental Trust Indenture.

SECTION 2. All ordinances, orders and resolutions and parts thereof in conflict herewith are to the extent of such conflict hereby repealed, and this Ordinance shall take effect and be in full force immediately upon its passage.

First Supplemental Trust Indenture attached to this ordinance reads as follows:

This First Supplemental Trust Indenture dated as of January 30, 1986 between the City of Chicago, Illinois a body politic and corporate and a home rule unit of government created and existing under the constitution and laws of the State of Illinois (the "City"), and LaSalle National Bank, a national banking association duly established and existing by virtue of the laws of the United States of America, with its principal corporate trust office, domicile and post office address at 135 South LaSalle Street, Chicago Illinois 60603 (the "Trustee").

Witnesseth:

Whereas, the City and the Trustee have entered into a Trust Indenture dated as of December 1, 1985 (the "Indenture") relating to \$6,000,000 aggregate principal amount of Adjustable Rate Industrial Development Revenue Bonds, Series 1985 (Continental Commercial Partners Ltd. Project) of the City (the "Bonds");

Whereas, Section 902 of the Indenture provides that the City and the Trustee may from time to time, with the consent of the registered owners of the Bonds, enter into indentures supplemental to the Indenture for the purposes of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in the Indenture;

Now, Therefore, Know All Persons by These Presents, that the City has agreed and covenanted, and does hereby agree and covenant with the Trustee and with the respective owners of the Bonds, as follows:

1. Section 101 of the Indenture is hereby modified, amended and supplemented by changing the date appearing in the definition of "Commencement Date" contained in such Section from "January 27, 1986" to "February 14, 1986."

2. Section 301 of the Indenture is hereby modified, amended and supplemented by changing the date appearing in the initial paragraph of such Section from "January 31, 1986" to "February 14, 1986."

3. Section 505 of the Indenture is hereby modified, amended and supplemented to read as follows:

Section 505. Mandatory Redemption on February 19, 1986. The Bonds shall be subject to mandatory redemption on February 19, 1986, unless the Commencement Date has occurred before 10:00 A.M. (Chicago time) on February 14, 1986, at a price equal to the principal amount thereof plus accrued interest to but not including the redemption date. Notice of such redemption shall be given telephonically (confirmed in writing by overnight courier) to the registered Owners of the Bonds on February 14, 1986 for redemption on February 19, 1986. Any redemption of the Bonds under this Section 505 may be cancelled with the written consent of all Owners of the Bonds delivered on or before the redemption date. On such redemption date, the Trustee shall redeem the Bonds from the Bond proceeds deposited in the Revenue Fund pursuant to Section 301 hereof and the income earned thereon.

4. The Indenture is in all other respects hereby confirmed and ratified as of the date hereof.

In Witness Whereof, the City of Chicago, Illinois has caused these presents to be signed in its name and on its behalf by its _____ and its corporate seal to be hereunto affixed and attested by its _____, and to evidence its acceptance of the trusts hereby created, LaSalle National Bank has caused these presents to be signed in its name and on its behalf by _____, its official seal to be hereunto affixed, and the same to be attested by its _____, all as of the day and year first above written.

[Signature forms omitted for printing purposes.]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, Do Hereby Certify that _____, personally known to me to be the same person whose name is, as _____ of the City of Chicago, Illinois, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said City and as his own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this _____ day of January, 1986.

Notary Public

Commission Expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, Do Hereby Certify that _____, personally known to me to be the same person whose name is, as _____ of the City of Chicago, Illinois, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said City and as his own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this _____
day of January, 1986.

Notary Public

Commission Expires: _____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public, Do Hereby Certify that _____ and _____ personally known to me to be the same persons whose names are respectively, as _____ and _____ of LaSalle National Bank subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary act, for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and seal this _____
day of January, 1986.

Notary Public

Commission Expires: _____

(SEAL)

**AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT FOR STEVENSON ENGINEERING COMPANY.**

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the execution of a Redevelopment Agreement, whereby land write-down assistance in the amount of \$102,757.00, will be given to Stevenson Engineering Company for the acquisition of property located at 1856 North Kostner Avenue.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Schuler, Volini, Orr -- 39.

Nays -- None.

The following is said ordinance as passed:

WHEREAS, The Chicago Plan for Economic Development has been approved by the United States Department of Commerce and the Economic Development Administration of the United States Department of Commerce has granted funds in accordance with the Plan for use in Cooperative Land Purchase Agreements for the expansion and development of industry within the City of Chicago ("City"); and

WHEREAS, City has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside of the City; and

WHEREAS, Stevenson Engineering Company, a Maryland general partnership ("Stevenson"), has made application to the Department of Economic Development of the City, for a Land Cost Write-Down in the estimated amount of \$102,757 (\$.50 per square foot), to assist Stevenson in the acquisition of property located at 1856 North Kostner Avenue, Chicago, Illinois 60639 ("Property"); and

WHEREAS, Stevenson will lease the Property to Life-Like Products Inc., a Maryland corporation ("Developer"), who will rehabilitate the industrial building on the Property and install foam molding machinery and equipment as part of its business expansion activities; and

WHEREAS, The proposed acquisition and subsequent business expansion is expected to result in increased employment to 62 full time jobs within 36 months of commencement of relocation and expansion of Developer's foam molding operations from 2640 North Clybourn Avenue, Chicago, and 401 South Genesee, Waukegan, Illinois to the Property; and

WHEREAS, The Department of Economic Development of the City of Chicago, pursuant to the Chicago Plan for Economic Development and pursuant to resolution dated August 13, 1985, has approved a redevelopment project which obligates the City of Chicago to assist Stevenson in the acquisition of the Property; now, therefore,

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

SECTION 1. The Commissioner of the Department of Economic Development of the City of Chicago ("Commissioner"), is authorized to enter into and execute on behalf of the City of Chicago, and subject to the approval of the United States Department of Commerce Economic Development Administration, a Redevelopment Agreement which will obligate the City of Chicago to financially assist Stevenson Engineering Company ("Stevenson"), in the amount of \$.50/square foot as finally determined by a plat of survey (estimated to be \$102,757), to acquire approximately 205,515 square feet of land, located at 1856 North Kostner Avenue in the City of Chicago, said Agreement to be in substantially the form attached hereto as Exhibit A.

SECTION 2. The Commissioner is further authorized to enter into and execute such other documents as may be necessary and proper to implement the terms of the aforesaid agreements.

SECTION 3. This ordinance shall be effective by and from the date of passage thereof.

Redevelopment Agreement attached to this ordinance reads as follows:

Redevelopment Agreement.

This Agreement made as of the _____ day of _____, 19____, by and among the City of Chicago, Illinois ("City"), by and through its Department of Economic Development, with offices at 20 North Clark Street, 28th Floor, Chicago, Illinois 60602 ("D.E.D."); Stevenson Engineering Co., a Maryland general partnership, with offices at 1620 Union Avenue, Baltimore, Maryland 21211 ("Purchaser"), Schwinn Bicycle Company, with offices at 1856 North Kostner Avenue, Chicago, Illinois 60639 ("Seller"); and Life-Like Products, Inc., a Maryland corporation, with principle offices at 2640 North Clybourn Avenue, Chicago, Illinois 60614 ("Developer").

Recitals:

Whereas, D.E.D. was established February 10, 1982 by ordinance of the City Council of the City of Chicago as the successor agency to the Economic Development Commission; and

Whereas, D.E.D. has as its primary purpose the creation of additional employment opportunities in the City of Chicago through the attraction and expansion of industrial development in the City of Chicago; and

Whereas, D.E.D. has received a federal grant from the United States Department of Commerce in the amount of \$7,700,000 for the funding of the Chicago Plan for Economic Development ("Plan"), which among other things provides for the City to contribute funds to reduce the acquisition costs of the real estate component of development projects to make that element of such projects competitive with alternative sites outside the City; and

Whereas, Seller and Purchaser have executed an agreement dated 24 September, 1985 ("Sale Contract"), for the sale and purchase of that certain realty commonly known as 1856 North Kostner Avenue, Chicago, Illinois 60639 ("Property") for the total amount of

\$650,000, which Purchaser will lease to Developer to be rehabilitated for the expansion of Developer's foam molding products manufacturing operation ("Project"); and

Whereas, Purchaser has requested City assistance in acquiring the Property, by providing funds from the Plan to write-down the cost of the Property \$0.50 per square foot; and

Whereas, the Economic Development Commission, pursuant to the Chicago Plan for Economic Development, by resolution dated 12 November 1985, approved Purchaser's request; and

Whereas, Purchaser has represented that the Project will result in the retention of 35 permanent jobs, and create an estimated 27 new permanent jobs;

Now, Therefore, the parties hereto agree as follows:

Section I. Incorporation of Recitals.

The above Recitals are hereby expressly incorporated herein and made a part hereof.

Section II. Consideration.

In consideration of Seller and Purchaser having executed the Sale Contract for the Property, and Purchaser and Developer executing this Agreement obligating Purchaser to acquire and Developer to rehabilitate the Property pursuant to Section III herein, the City hereby agrees to pay Seller at the time of closing a sum equal to \$.50 times the total square footage of the Property as determined by a plat of survey completed prior to the closing.

Section III. Redevelopment Plan.

Developer shall prepare the Property by rehabilitating the industrial building thereon and installing form molding machinery and equipment therein. All plans and specifications for the expansion shall be in conformity with all applicable state and local laws and regulations. The completion date for the aforesaid expansion shall be no later than 31 December 1986.

Section IV. Employment.

Developer shall use its best efforts to increase its total employment to approximately 62 permanent employees at the Property within 36 months of execution of this Agreement.

Section V. Conveyance of Property.

(a) Conveyance of the Property shall occur through an escrow to be established for that purpose with such institution and upon such terms as are mutually satisfactory to the parties hereto.

(b) Purchaser shall cause the deed to be filed in the Office of the Recorder of Deeds of Cook County, Illinois.

(c) The sale and conveyance shall, in any event, be closed no later than 1 July 1986.

(d) In the event that Purchaser (i) prior to the conveyance of the property, assigns or attempts to assign this Agreement or any rights hereunder or (ii) fails to pay the purchase price and take title to the property under tender of conveyance by Seller in conformance with the Sale Contract and this Agreement, the City may in its sole discretion declare this Agreement terminated and of no further force or effect on the parties hereto.

Section VI. Evidence of Financing.

Purchaser shall submit evidence as to equity capital and any commitment necessary for mortgage or other financing in an amount sufficient to accomplish the purchase and Redevelopment Plan not later than 10 days after execution of this Agreement.

Section VII. Completion of Improvements.

Purchaser shall complete or cause to be completed the Redevelopment Plan described in Section III no later than 31 December 1986.

Section VIII. Time of the Essence.

Time is of the essence of this Agreement.

Section IX. Certificate of Completion.

Promptly after completion of the improvements in accordance with this Agreement, the City will furnish Purchaser with an appropriate instrument so certifying. The certification by the City shall be a conclusive determination of satisfaction of Purchaser to construct the improvements and shall be in a form suitable for recording with the Cook County Recorder of Deeds. If the City shall refuse or fail to provide the certification, the City shall, within 30 days after written request by Purchaser provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary in the opinion of the City to take or perform in order to obtain the certification.

Section X. Transfer or Abandonment of Property.

(a) Except for a sale, assignment, conveyance, or transfer to an entity that agrees to assume the obligations hereunder of Purchaser shall not sell, assign, convey or transfer, in whole or in part, the Property or any interest therein until five years after disbursement of funds under this Agreement without prior written approval of the City, except Purchaser may mortgage the property pursuant to Section XI herein; provided, however, that Purchaser may elect to place title to the Property in a land trust of which Purchaser is the sole beneficiary in which event the Purchaser shall cause the land trustee to acknowledge and consent to this Agreement, in writing;

(b) Except for economic and financial reasons and reasons beyond the control of Purchaser, Purchaser shall not close or abandon the Property for period of five years after disbursement of funds under this Agreement.

Section XI. Limitation Upon Encumbrance of Property.

Prior to the completion of the improvements as set forth in Section III as certified by the City, neither Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, or suffer any encumbrance or lien to be made on or attached to the Property, except for the purposes only of obtaining funds to the extent necessary for constructing and equipping the improvements as set forth in Section III, including funds necessary for architects, engineers, surveyors, legal, title and financing fees, costs and charges.

Section XII. Mortgagees Not Obligated to Construct.

Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property 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 Property 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 this Agreement to construct or complete the construction of the improvements set forth in Section III or to guarantee such construction or completion; nor shall any covenant or other provision be construed to so obligate such holder. Nothing in this Section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or permitted in this Agreement.

Section XIII. Enforced Delay in Performance.

Neither the City nor Purchaser nor any successor in interest shall be considered in breach or default of its obligations with respect to the preparation of the Property for redevelopment, or the commencement or completion of construction of the improvements, in the event of enforced delay in the performance of such obligations due to causes beyond its control or without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined by the City, if the party seeking the extension shall request it in writing of the other party.

Section XIV. Maintaining Records and Right to Inspect/Access to Project.

(a) All books, records and other documents of Purchaser relating to this Agreement shall be subject to the right of access by any duly authorized representatives of the City for purposes of inspection, copy, audit or examination.

(b) Any duly authorized representative of the City shall, at all reasonable times after the closing of the Sale Contract, have access to any portion of the Property.

(c) The rights to inspect and access shall extend until the completion of Purchaser's obligations under this Agreement, and until final settlement and conclusion of all issues arising hereunder.

Section XV. Conflict of Interest; City's Representatives not Individually Liable.

No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Purchaser or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Purchaser or its successors or on any obligations under the terms of this Agreement.

Section XVI. Survival of Agreement.

This Agreement shall survive any transfer of title to the Property to the Purchaser or any successor in interest to the Purchaser, and shall not be merged with any deed or other instrument given pursuant to such a transfer.

Section XVII. Default.

A default shall have existed and be continuing under this Agreement if the obligations set forth in Sections III, IV, VII, X, XI, XIX and XX are not met in the time and manner set forth therein.

Section XVIII. Remedies.

(a) Upon the occurrence of a default of this Agreement, the City shall give written notice thereof to the Purchaser.

(b) If the default shall exist and be continuing for a period in excess of 60 days after receipt of the aforesaid notice, by the Purchaser, Purchaser shall upon written demand by the City, immediately return to the City all funds advanced plus interest from the date of disbursement of said funds by the City to the Purchaser at the rate charged from time to time by Continental Illinois National Bank and Trust Company of Chicago to its most creditworthy customers upon 90 day unsecured loans.

(c) Notwithstanding anything herein to the contrary, Seller shall not be liable for any default of this Agreement except a default of Seller under the Sale Contract.

Section XIX. Non-discrimination.

Purchaser agrees that, while it shall have any interest in the Property, it shall not discriminate on the basis of race, color, religion, sex or national origin in the sale, lease, use or occupancy of the Property or any improvement located or to be erected thereon, or any part thereof. Discrimination as used herein shall be interpreted in accordance with federal

law, as construed by court decisions. This covenant may be enforced solely by the City against those parties who from time to time have an interest in the Property in accordance with administrative or legal proceedings applicable thereto.

Section XX. Equal Employment Opportunity.

Purchaser for itself and its successors and assigns agrees that, during the construction of the improvements provided in Section III of this Agreement:

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

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

(c) Purchaser will include the provisions of paragraphs (a) and (b) in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor or subcontractor, as the case may be.

(d) Discrimination as used herein shall be interpreted in accordance with federal law as construed by court decisions. This covenant may be enforced solely by the City and solely against the party which breaches this covenant.

Section XXI. Miscellaneous.

(a) This Agreement shall be binding upon the successors, assigns and/or transferees of Purchaser.

(b) Any and all notices given or required hereunder shall be in writing and deemed given on the second day following the day on which the same has been placed in the U.S. Mail, first class, registered with return receipt requested, postage and fees prepaid, and addressed as follows:

If to City:

Department of Economic Development
of the City of Chicago
Room 2800
20 North Clark Street
Chicago, Illinois 60602
Attention: Commissioner

If to Purchaser: Stevenson Engineering Co.
1620 Union Avenue
Baltimore, Maryland 21211
Attention: Sol Kramer

If to Seller: Schwinn Bicycle Company
1856 North Kostner Street
Chicago, Illinois 60639
Attention: John Barker

If to Developer: Life-Like Products, Inc.
2640 North Clybourn Avenue
Chicago, Illinois 60614

(c) If any provision hereof is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

In Witness Whereof, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

[Signature forms omitted for printing purposes.]

AUTHORITY GRANTED FOR REDUCTION OF 1985 TAX LEVY
FOR CHICAGO BUILDING REVENUE BONDS SERIES
"B" OF 1971.

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

WHEREAS, The City of Chicago entered into a lease dated June 30, 1971, with the Public Building Commission of Chicago for the construction of two (2) Law Enforcement Facilities, 4th Area Police Headquarters and Courts Facility located at South Kedzie and West Harrison Streets, and 6th Area Police Headquarters and Courts Facility at West Belmont and North Western Avenues, together with twelve (12) other City Facilities under Public Building Commission of Chicago Building Revenue Bonds, Series "B" of 1971; and

WHEREAS, The City of Chicago did by ordinance provide for the levy and collection of a direct annual tax sufficient to pay the rentals due under said lease, as and when the same became due and payable, said lease and said tax levying ordinance having been filed with the County Clerks of Cook and Du Page Counties; and

WHEREAS, Subsequent to the above events, the City of Chicago approved the Public Building Commission of Chicago entering into a lease with the County of Cook for the exclusive use and occupancy of the Court Facilities in said two (2) Law Enforcement Facilities; whereby the County of Cook will pay rent to the Public Building Commission of Chicago; said rental being approved by the City of Chicago; and the Public Building Commission of Chicago will forthwith give credit to the City of Chicago upon receipt of this rental; and

WHEREAS, In the year 1985, the County has paid the Public Building Commission of Chicago \$368,641 in rental for these facilities, and this amount should be abated; now, therefore,

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

SECTION 1. The County Clerks of Cook and Du Page Counties, Illinois, be and they are hereby directed and authorized to reduce the total amount of 1985 taxes to be extended for the purpose of providing revenue for the payment of rent on behalf of the City of Chicago for Public Building Commission of Chicago Building Revenue Bonds Series "B" of 1971, by the sum of \$368,641, plus reserve for loss and cost of collection of \$19,402, for a total tax abatement of \$388,043 for the year.

SECTION 2. The City Clerk be and he is hereby directed to present to and file with the County Clerks of Cook and Du Page Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

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

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Schulter, Volini, Orr -- 38.

Nays -- None.

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

AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, REFUND OF FEE
AND WAIVER OF FEE FOR CERTAIN
CHARITABLE, EDUCATIONAL AND
RELIGIOUS INSTITUTIONS.

The Committee on Finance to which had been referred (November 6, December 30, 1985 and January 16, 1986) sundry proposed ordinances and orders transmitted therewith, to authorize the issuance of free permits, license fee exemptions, a refund of fee and a waiver of fee for certain charitable, educational and religious institutions, submitted separate reports recommending that the City Council pass said proposed ordinances and orders.

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Schuler, Volini, Orr -- 39.

Nays -- None.

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

FREE PERMITS.

Edgewater Hospital.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to Edgewater Hospital, 5700 North Ashland Avenue for electrical work on the premises known as Edgewater Hospital.

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

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

El Valor, Incorporated.

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 El Valor, Incorporated, for remodeling existing structure on the premises known as 1850 West 21st Street.

Said building shall be used exclusively for a workshop for the handicapped/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.

Pride Community Center.

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 Pride Community Center, 1316-1318 West 63rd Street, for demolition of building in the rear on the premises known as 1316-1318 West 63rd Street.

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

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

Saint Philip Evangelical Lutheran Church.

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

SECTION 1. That the Commissioner of Inspectional Services, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Water are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City to the contrary, to St. Philip Evangelical Lutheran Church, 2500 West Bryn Mawr Avenue, for remodeling of building adjacent to parsonage on the premises known as 2500 West Bryn Mawr Avenue.

Said building shall be used exclusively for day care children 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.

Saint Bernard Hospital.

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

SECTION 1. Pursuant to Section 128-2 of the Municipal Code of Chicago and in accordance with favorable investigation by the Department of Fire, Saint Bernard Hospital, 64th and the Dan Ryan Expressway, is hereby exempted from payment of the annual florist retail license fee for the year 1986.

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

Japanese American Service Committee Housing Corporation.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Japanese American Service Committee Housing Corporation, 920 West Lawrence Avenue, is hereby exempted from payment of the annual Food Dispenser license fee for the year 1986.

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

The Eleanor Association.

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

SECTION 1. Pursuant to Section 130-3.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, The Eleanor Association, 1550 North Dearborn Parkway, is hereby exempted from payment of the annual Food Dispenser license fee for the year 1986.

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

Anshe Emet Sisterhood Gift Shop.

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

SECTION 1. Pursuant to Section 101-1.1 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the Anshe Emet Sisterhood Gift Shop, 3760 North Pine Grove Avenue, is hereby exempted from payment of the annual license fee provided therefor for the year 1986.

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

Loretto Hospital Gift Shoppe.

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 1986.

Loretta Hospital Gift Shoppe
645 South Central Avenue

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

REFUND OF FEE.

The Hospital of Englewood.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$990.00 to the Hospital of Englewood, 6001 South Green Street, representing payment of license fee for the year 1985.

WAIVER OF FEE.

Field Museum of Natural History.

Ordered, That the City Comptroller is hereby authorized and directed to exempt the Field Museum of Natural History, 425 East Field Plaza Drive, from payment of fees for occupancy cards for all the rooms contained therein.

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 January 16, 1986, sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, submitted reports recommending that the City Council pass the following substitute proposed order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Armitage Baptist Church 2451 North Kedzie Boulevard	B2-561364 (Insp.)	\$22.00
	B3-503199	34.00
	B3-503200	34.00
	B3-503201	34.00
	B3-503202	34.00
	B3-503203 (Pub. Place of Assmb.)	34.00
Beth Lutheran Church 9400 South Bell Avenue	P1-411827 (Fuel Burn. Equip.)	87.00
Field Museum of Natural History 1200 South Lake Shore Drive	A1-507377 (Elev.)	330.00
First Christian Church 3600 West 79th Street	P1-411140 (Fuel Burn. Equip.)	94.00
Hyde Park Neighborhood Club 5480 South Kenwood Avenue	P1-413376 (Fuel Burn. Equip.)	147.00
Japanese American Service Committee 4427 North Clark Street	F4-527577 (Mech. Vent.)	35.00
Jewish Federation of Metropolitan Chicago 1 South Franklin Street	A1-5088715 (Elev.)	90.00
Lutheran Bethesda Home Association 2833 North Nordica Avenue	A1-505273 (Elev.)	60.00
The Lutheran Day Nursery 1802-1808 North Fairfield Avenue	A1-508284 (Elev.)	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
Museum of Science and Industry East 57th Street and South Lake Shore Drive	A1-41320 (Elev.)	\$547.50
Nativity of Our Lord Church 653 West 37th Street	A1-412534 A1-412535 (Elev.)	30.00 30.00
The ORT Resale Shop 3326 North Lincoln Avenue	D1-413445 (Sign Insp.)	93.00
	D1-519614 (Sign Insp.)	109.00
Polish American Congress 5844 North Milwaukee Avenue	B2-560813 (Can. and Rev. Door Insp.)	22.00
Quigley Preparatory Seminary-North 103 East Chestnut Street	A1-505155 (Elev.)	30.00
Saint Joseph's Convent 3901 North Ridgeway Avenue	A1-502181 A1-502201 (Elev.)	60.00 15.50
Saint Mary's Square Living Center of Chicago, Incorporated 7270 South South Shore Drive	A1-403015 (Elev.) B1-313665 (Bldg. Insp.) F4-418225 F4-519353 (Mech. Vent.) P1-402094 (Fuel Burn. Equip.) R1-316878 (Drwy. Insp.)	92.00 46.00 15.00 19.00 95.00 50.00
St. Peter Church 108 West Madison Street	A1-508197 (Elev.)	120.00
Self-Help Home for the Aged 908 West Argyle Street	F4-528087 (Mech. Vent.)	92.50
Washington and Jane Smith Home 2340 West 113th Place	F4-322522 F4-528090	157.50 162.50

Name and Address	Warrant Number and Type of Inspection	Amount
	(Mech. Vent.)	
Topsy Turby Nursery Kindergarten, Incorporated. 723 East 75th Street	F4-519380 (Mech. Vent.)	\$19.00

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

Yeas -- Aldermen Roti, Rush, Evans, Bloom, Sawyer, Beavers, Humes, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, W. Davis, Smith, D. Davis, Hagopian, Santiago, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Schuler, Volini, Orr -- 39.

Nays -- None.

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, to authorize payments for hospital, medical and nursing services rendered certain injured members of the Police and Fire Departments.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in the favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders printed on pages 26474 thru 26477 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 the injured members of the Police Department and/or the Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damage on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expense, not to exceed the amount that the City may, or shall, have paid on account of such medical expense, in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department, and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third Party Order printed on page 26478 of this Journal.]

Placed on File -- APPLICATION FOR CITY OF CHICAGO
CHARITABLE SOLICITATION (TAG DAY) PERMIT.

The Committee on Finance submitted a report recommending that the City Council *Placed on File* an application for City of Chicago charitable solicitation (Tag Day) permit for Chicago Youth Centers, March 21, 1986 (City-wide).

(Continued on page 26479)

PAGE 2
TERMINAL--W7
OPERATOR--SUE

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/30/86

REGULAR ORDERS

REPORT DATE 1/30/86
REPORT TIME 7:54:06
PROGRAM-- FFR070

*****	EMPLOYEE NAME *****	RANK *****	UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ANDERSON	TALMAY JR.	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/16/84	106.00
BOHLING	GEORGE J	POLICE OFFICER	THIRD DISTRICT	3/24/85	20.49
BRENSBERGER	EDWARD J	POLICE OFFICER	SIXTEENTH DISTRICT	3/04/85	2524.00
CABELLA	VINCENT	POLICE OFFICER	EIGHTH DISTRICT	1/03/84	1356.00
CARTEGENA	JOSE	POLICE OFFICER	TENTH DISTRICT	5/12/85	886.86
CEJA	ANTHONY J	POLICE OFFICER	THIRTEENTH DISTRICT	4/28/85	113.00
CESARIO	CHARLES	POLICE OFFICER	NINETEENTH DISTRICT	5/28/85	15.00
CHANA	DAVID N	POLICE OFFICER	EIGHTEENTH DISTRICT	7/06/85	454.00
CHANA	DAVID N	POLICE OFFICER	EIGHTEENTH DISTRICT	10/13/85	91.19
CHICZEWSKI	JOSEPH T	POLICE OFFICER	ELEVENTH DISTRICT	7/02/85	158.75
CREEDON	JOHN P	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/03/85	100.00
CURYLO	RANDALL T	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/31/85	139.50
DAUKAS	MICHAEL A	POLICE OFFICER	TENTH DISTRICT	10/24/85	38.00
DEGNAN	DAVID	POLICE OFFICER	NARCOTIC GENERAL ENFORCEMENT	8/23/85	94.00
DERAINO	KENNETH	POLICE OFFICER	TWENTY-THIRD DISTRICT	7/20/85	4.18
DEVUGELAR	DAVID	POLICE OFFICER	TWENTY-THIRD DISTRICT	8/18/85	1100.00
DURKIN	MICHAEL J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/06/85	40.00
DURSKEY	GLENN	POLICE OFFICER	NINETEENTH DISTRICT	2/12/85	40.00
FARRELL	RONALD	POLICE OFFICER	FOURTEENTH DISTRICT	1/18/85	24.00
FELIX	KENNETH	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	8/08/85	12.41
FINOCCHIO	ANTHONY D	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/85	814.00
FORTUNA	MARK	POLICE OFFICER	SIXTH DISTRICT	3/02/85	635.00
FRANK	ALBERT M	POLICE OFFICER	TWENTY-THIRD DISTRICT	10/29/85	29.79
FURIA	RONALD	POLICE OFFICER	FOURTH DISTRICT	12/14/83	12.00
GINANI	JAMES C	POLICE OFFICER	ELEVENTH DISTRICT	6/12/85	669.00
GUVEA	MICHAEL	POLICE OFFICER	FIFTEENTH DISTRICT	10/10/85	72.00
GRANT	JAMES C	POLICE OFFICER	ELEVENTH DISTRICT	6/07/85	15.00
HERING	EARL F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/31/85	109.50
HOLUB	RICHARD	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/31/85	112.00
JACKSON	PRENTISS E	POLICE OFFICER	THIRTEENTH DISTRICT	7/09/85	10.00
JANIA	ROSS M	POLICE OFFICER	ELEVENTH DISTRICT	7/30/85	99.00
JARMUSZ	DAVID	POLICE OFFICER	FOURTEENTH DISTRICT	5/31/85	50.00
KELLY	TIMOTHY J	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/20/85	27.00
KIRCHNER	ROBERT	POLICE OFFICER	SEVENTH DISTRICT	3/26/84	150.00
KLARK	EDWARD F	POLICE OFFICER	ELEVENTH DISTRICT	4/06/85	30.00
KUKUK	NORMAN	POLICE OFFICER	TRAFFIC COURT SECTION	12/20/83	270.37
LAFLEUR	WILLIAM	POLICE OFFICER	FIRST DISTRICT	4/18/85	68.50
LIGUROTIS	EUGENE	POLICE OFFICER	TRAINING DIVISION	5/10/85	16.00
LUPT	JAMES V	POLICE OFFICER	ENFORCEMENT SECTION	7/16/83	221.80
MAGLIANO	MICHAEL P	POLICE OFFICER	ELEVENTH DISTRICT	7/06/85	30.00
MARCS	LEO J	POLICE OFFICER	FIFTH DISTRICT	7/22/85	247.50
MCCANN	EDDIE	POLICE OFFICER	NINETEENTH DISTRICT	5/13/85	25.00
MCCRATH	LILLIAN M	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	7/11/84	350.00
MCHUGH JR	THOMAS F	POLICE OFFICER	NINTH DISTRICT	6/21/85	105.00
MCKENDRICK	PHILLIP R	POLICE OFFICER	EIGHTEENTH DISTRICT	9/11/85	5.00
MCKEON	JAMES F	POLICE OFFICER	EIGHTH DISTRICT	8/20/85	261.00
MEDICI	SALVATORE L	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/01/85	70.00
MINKIS	VIRGIL	POLICE OFFICER	TENTH DISTRICT	6/20/85	1346.00
			VICE CONTROL SECTION	6/05/85	386.00

REPORT DATE 1736/86
REPORT TIME 7:54:06
PROGRAM--- PFR070

26475

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MURRAY	POLICE OFFICER	SEVENTEENTH DISTRICT	7/06/85	240.00
DOBRES	POLICE OFFICER	EIGHTH DISTRICT	8/16/85	31.25
DOBRIEN	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	5/04/85	183.50
DOBONNELL	POLICE OFFICER	NINTH DISTRICT	5/08/85	26.50
DOPTOLA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/05/85	8.00
DOVERLAND	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/17/85	16.19
DOZZELLO	POLICE OFFICER	DETECTIVE DIV AREA 4 PROPERTY	2000.42	
FLACEK	POLICE OFFICER	SIXTH DISTRICT	8/22/85	75.39
FLACK	POLICE OFFICER	NINTH DISTRICT	2/23/85	350.00
FRANKUS	POLICE OFFICER	FIRST DISTRICT	8/03/85	21.28
FRANKSON	POLICE OFFICER	EIGHTH DISTRICT	8/25/85	40.00
FRASAT	POLICE OFFICER	SIXTEENTH DISTRICT	6/26/85	130.00
FRASERS	POLICE OFFICER	CANINE UNIT	7/13/85	6.09
FRSCHMIDT	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	2/28/85	221.00
FRSCHUTTLER	POLICE OFFICER	TWENTY-FIRST DISTRICT	9/03/85	50.00
FRSINCLAIR	POLICE OFFICER	ELEVENTH DISTRICT	6/27/85	865.60
FRSTURITSCH	POLICE OFFICER	RECRUIT TRAINING	7/11/85	52.17
FRSWEENEY	POLICE OFFICER	NINTH DISTRICT	2/04/85	5236.31
FRTERRY	POLICE OFFICER	THIRD DISTRICT	8/19/85	62.00
FRUDING	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	7/08/85	280.00
FRVANHOVE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	7/29/85	443.00
FRWISNIEWSKI	POLICE OFFICER	EIGHTEENTH DISTRICT	9/27/85	131.00
FRWISNIEWSKI	SEARGEANT	TWENTIETH DISTRICT	10/05/84	125.00
FRWISNIEWSKI	POLICE OFFICER	SEVENTEENTH DISTRICT	2/15/84	653.53
FRWISNIEWSKI	POLICE OFFICER	NINETEENTH DISTRICT	6/30/85	45.00
FRWISNIEWSKI	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	12/26/84	340.50
FRWISNIEWSKI	LIEUTENANT	ENGINE COMPANY 15	9/04/85	374.35
FRWISNIEWSKI	FIREFIGHTER	TRUCK 35	8/16/85	232.00
FRWISNIEWSKI	FIREFIGHTER	TRUCK 8	8/13/85	232.34
FRWISNIEWSKI	FIREFIGHTER	TRUCK 29	6/08/85	50.00
FRWISNIEWSKI	FIREFIGHTER	TRUCK 51	5/08/75	86.10
FRWISNIEWSKI	LIEUTENANT	ENGINE COMPANY 121	10/27/85	2793.30
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 74	3/02/85	50.00
FRWISNIEWSKI	FIREFIGHTER	TRUCK 33	9/20/85	525.50
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 45	8/22/85	417.00
FRWISNIEWSKI	CAPTAIN	TRUCK 9	8/26/85	306.00
FRWISNIEWSKI	FIREFIGHTER	TRUCK 50	7/04/85	72.75
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 117	8/14/85	209.75
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 113	10/26/85	196.20
FRWISNIEWSKI	PARAMEDIC	DISTRICT RELIEF 5	10/02/85	136.00
FRWISNIEWSKI	POLICE OFFICER	AMBULANCE 33	7/25/85	192.50
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 121	10/17/85	133.00
FRWISNIEWSKI	PARAMEDIC	AMBULANCE 9	8/08/85	3457.90
FRWISNIEWSKI	LIEUTENANT	DISTRICT RELIEF 6	8/15/85	200.00
FRWISNIEWSKI	FIREFIGHTER	ENGINE COMPANY 84	9/20/85	141.50
FRWISNIEWSKI	FIREFIGHTER	TRUCK 54	9/30/85	2502.35
FRWISNIEWSKI	LIEUTENANT	ENGINE COMPANY 76	6/25/85	70.00
FRWISNIEWSKI	FIREFIGHTER	SQUAD 2	9/27/85	128.50
FRWISNIEWSKI	PARAMEDIC	AMBULANCE 38	9/28/85	91.00

PAGE 4
TERMINAL--W7
OPERATOR--SUE

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/30/86

REGULAR ORDERS

REPORT DATE 1/30/86
REPORT TIME 7:54:06
PROGRAM-- PFR070

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
FLAHTVE	FIREFIGHTER	TRUCK 32	8/05/85	72.00
FREEMON	CAPTAIN	DISTRICT RELIEF 2	9/14/85	285.00
GALLAGHER	FIREFIGHTER	TRUCK 23	8/21/85	220.25
GAMBLE	POLICE OFFICER	TRUCK 11	4/07/73	150.00
GILBERTSEN	PARAMEDIC	DISTRICT RELIEF 5	6/13/85	80.00
GRAVES	FIREFIGHTER	ENGINE COMPANY 96	9/07/85	154.25
GROVIC	PARAMEDIC	AMBULANCE 36	10/20/84	252.00
GUNTHER	PARAMEDIC	AMBULANCE 15	5/25/85	30.00
HAWKINS	FIREFIGHTER	ENGINE COMPANY 91	9/11/85	95.25
HEINZ	ENGINEER	ENGINE COMPANY 69	8/18/55	75.00
HERLING	LIEUTENANT	TRUCK 44	7/15/85	1136.00
HERLING	FIREFIGHTER	TRUCK 19	7/30/85	282.50
KAPPEL	FIREFIGHTER	ENGINE COMPANY 54	8/21/85	50.00
KAWA	PARAMEDIC	DISTRICT RELIEF 4	8/11/85	122.00
KELLER	FIREFIGHTER	TRUCK 12	9/16/85	307.00
KINGNORTH	FIREFIGHTER	TRUCK 12	8/08/85	275.50
KIWANIS	FIREFIGHTER	ENGINE COMPANY 93	10/13/85	145.20
KOTOWICZ	FIREFIGHTER	TRUCK 58	10/01/85	123.00
LAMB	FIREFIGHTER	TRUCK 23	8/21/85	146.00
LASCO	FIREFIGHTER	TRUCK 58	2/01/85	125.28
LAUER	FIREFIGHTER	TRUCK 58	6/08/85	50.00
LEWIS	FIREFIGHTER	ENGINE COMPANY 82	10/01/85	402.70
LINKS	FIREFIGHTER	ENGINE COMPANY 99	8/26/85	260.00
LISS	FIREFIGHTER	TRUCK 47	6/26/85	61.00
LOFTUS	FIREFIGHTER	ENGINE COMPANY 34	9/30/85	30.00
MADDEN	FIREFIGHTER	ENGINE COMPANY 107	5/30/85	18.00
MAHONEY	FIREFIGHTER	ENGINE COMPANY 5	7/15/85	166.30
MASSEY	FIREFIGHTER	ENGINE COMPANY 10	8/22/85	114.65
MATY	FIREFIGHTER	TRUCK 3	8/14/85	2179.10
MAXWELL	FIREFIGHTER	ENGINE COMPANY 122	9/19/85	143.50
MCCLEIN	FIREFIGHTER	TRUCK 2	4/06/85	64.00
MCCLEIN	FIREFIGHTER	TRUCK 2	10/12/85	180.25
MCGOWAN	LIEUTENANT	ENGINE COMPANY 15	9/09/85	147.35
MCMAHON	FIREFIGHTER	ENGINE COMPANY 70	11/03/85	42.00
MCPHILLIPS	LIEUTENANT	TRUCK 54	9/30/85	266.00
MENCL	FIREFIGHTER	TRUCK 54	9/30/85	266.00
MILLER	PARAMEDIC	AMBULANCE 16	1/21/85	60.30
MILLI	PARAMEDIC	AMBULANCE 15	6/03/85	127.00
MURRY	PARAMEDIC	DISTRICT RELIEF 6	9/10/85	108.50
OROKNOVITZ	LIEUTENANT	DISTRICT RELIEF 4	8/27/85	169.50
OROLE	CAPTAIN	SQUAD 1	1/02/84	1491.00
QUONNELL	FIREFIGHTER	ENGINE COMPANY 89	7/18/84	195.00
OFARRELL	FIREFIGHTER	ENGINE COMPANY 34	9/30/85	266.00
OLSON	BATTALION CHIEF	BATTALION 17	11/04/82	60.00
ORTIZ	FIREFIGHTER	ENGINE COMPANY 22	8/27/85	74.60
OSHEA	FIREFIGHTER	DISTRICT RELIEF 1	9/16/85	308.45
OWCARZ	CAPTAIN	ENGINE COMPANY 77	9/20/79	590.00
PABICH	FIREFIGHTER	BATTALION 7	9/08/85	156.00
PINKSTON	FIREFIGHTER	SQUAD 1	7/01/85	25.00

1/30/86

REPORTS OF COMMITTEES

26477

REPORT DATE 1/30/86
 REPORT TIME 7:54:06
 PROGRAM-- PFR070

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/30/86

REGULAR ORDERS

*****	EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
PINKSTON	ERNIE	FIREFIGHTER	SQUAD 1	9/08/85	173.70
REIMER	RICHARD	FIREFIGHTER	ENGINE COMPANY 78	7/28/85	45.00
RENFROE	KEITH	FIREFIGHTER	ENGINE COMPANY 73	8/06/85	3223.50
RICKARD	JAMES	FIREFIGHTER	TRUCK 34	10/01/85	77.15
RINALDI	JOHN	FIREFIGHTER	ENGINE COMPANY 55	4/18/85	12874.95
ROBINSON	GREGORY	FIREFIGHTER	TRUCK 13	10/29/85	135.00
ROUTTE	KURT	FIREFIGHTER	ENGINE COMPANY 14	9/16/85	225.40
SAMPSON	KEVIN	FIREFIGHTER	TRUCK 21	10/20/85	1028.40
SANTIAGO	JOSE A	FIREFIGHTER	SQUAD 2	8/31/85	227.60
SCALONE	PETER	FIREFIGHTER	DISTRICT RELIEF 6	3/25/85	80.00
SCHREIBER	SERASTIAN	CAPTAIN	BATTALION 18	10/03/85	114.05
SCHWARZ	WILLIAM	FIREFIGHTER	ENGINE COMPANY 124	7/06/85	495.00
STIMMONS	MARY	FIREFIGHTER	AMBULANCE 7	5/05/85	16504.45
SINNOTT	DONALD	FIREFIGHTER	ENGINE COMPANY 72	5/09/85	209.50
SINOPOLI	RICHARD	CAPTAIN	BATTALION 13	1/30/85	300.00
STAEHLE	ENZO	PARAMEDIC	AMBULANCE 38	7/13/85	375.00
STEWART	PAUL C	PARAMEDIC	AMBULANCE 42	9/24/85	145.20
STOKES	JESSE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	400.00
SZATKOWSKI	EDWARD	FIREFIGHTER	ENGINE COMPANY 107	8/23/85	648.50
TEHES	KONALD	FIREFIGHTER	ENGINE COMPANY 35	5/23/85	125.00
TIMOTHY	ROBERT	PARAMEDIC	DISTRICT RELIEF 3	10/12/85	53.25
TOTTE	MICHAEL	FIREFIGHTER	ENGINE COMPANY 43	2/01/85	24.00
TOURE	TERENCE	FIREFIGHTER	TRUCK 44	8/21/85	383.00
UIRZI	KURLAI	FIREFIGHTER	TRUCK 47	6/26/85	65.00
WILLIAMS	ALFONSO	LIEUTENANT	ENGINE COMPANY 20	7/10/84	100.00
	WINSTON	FIREFIGHTER	TRUCK 34	5/09/85	24.00

TERMINAL-- W7
 OPERATOR--SUE

PAGE 1
TERMINAL--W7
OPERATOR--BUE

CITY COUNCIL ORDERS

CITY COUNCIL ORDERS

COUNCIL MEETING OF 1/30/86

THIRD PARTY ORDERS

REPORT DATE 1/30/86
REPORT TIME 7:54:06
PROGRAM-- FFR070

EMPLOYEE NAME	RANK	UNIT OF ASSIGNMENT	DATE INJURED	VOUCHER TOTAL
ANDERSON	POLICE OFFICER	NINTH DISTRICT	1/29/85	989.00
BOND	POLICE OFFICER	FOURTEENTH DISTRICT	10/07/85	300.00
BONK	POLICE OFFICER	NINETEENTH DISTRICT	6/18/85	105.00
BROZYSKI	POLICE OFFICER	TWENTY-FOURTH DISTRICT	9/08/85	172.25
CLANCY	POLICE OFFICER	TWENTY-THIRD DISTRICT	6/09/85	459.55
COLLINS	POLICE OFFICER	YOUTH DIVISION AREA TWO	2/05/85	60.00
DWYER	POLICE OFFICER	YOUTH DIVISION AREA FIVE	4/23/85	205.00
EAGLIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	6/01/85	5796.07
GIBBONS	POLICE OFFICER	ENFORCEMENT SECTION	9/18/85	515.00
GLASS	POLICE OFFICER	TWENTY-FIRST DISTRICT	7/01/85	503.50
GORDON	POLICE OFFICER	EIGHTH DISTRICT	9/01/85	5158.89
HAVELKA	POLICE OFFICER	EIGHTH DISTRICT	9/24/85	166.00
HEDBERG	POLICE OFFICER	FIFTH DISTRICT	3/24/85	331.50
HUELS	POLICE OFFICER	NINTH DISTRICT	7/13/85	4982.91
JANKOCK	POLICE OFFICER	SIXTEENTH DISTRICT	9/18/85	539.00
KASPER	POLICE OFFICER	ELEVENTH DISTRICT	9/21/85	621.00
KEIRSE	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	7/04/85	125.00
KEVIN	POLICE OFFICER	DETECTIVE DIV AREA 1 VIOLENT C	7/04/85	125.00
KREJCI	POLICE OFFICER	OHARE LAW ENFORCEMENT	7/22/85	4212.25
KRIPNER	POLICE OFFICER	FIFTH DISTRICT	6/26/84	649.00
KUMEGA	POLICE OFFICER	THIRD DISTRICT	9/25/84	71.00
LANG	POLICE OFFICER	NINETEENTH DISTRICT	7/09/85	90.00
MCDULLOUGH	POLICE OFFICER	SIXTEENTH DISTRICT	8/16/85	245.50
MCDONALD	POLICE OFFICER	SIXTEENTH DISTRICT	8/24/85	373.00
OURISCOLL	POLICE OFFICER	YOUTH DIVISION AREA TWO	8/02/84	37.00
PEREZ	POLICE OFFICER	TENTH DISTRICT	8/14/85	220.00
PIERUCCINI	POLICE OFFICER	ELEVENTH DISTRICT	7/21/85	411.75
PLISZAJ	POLICE OFFICER	CRIME LABORATORY DIVISION	6/17/85	35.00
POWERS	POLICE OFFICER	ELEVENTH DISTRICT	7/31/85	110.00
RIZZO	POLICE OFFICER	TWELFTH DISTRICT	1/27/85	35.00
RODRIGUEZ	POLICE OFFICER	TENTH DISTRICT	11/07/84	296.00
ROUBIK	POLICE OFFICER	FIFTH DISTRICT	8/06/85	100.00
RUGGIERO	POLICE OFFICER	SEVENTH DISTRICT	10/21/84	263.00
STANEK	POLICE OFFICER	FIFTH DISTRICT	8/26/85	151.00
SWANIGAN	POLICE OFFICER	NINETEENTH DISTRICT	1/25/85	96.00
THOMAS	POLICE OFFICER	ELEVENTH DISTRICT	4/21/84	417.00
ULDRYCH	POLICE OFFICER	FIFTEENTH DISTRICT	8/03/84	161.00
URDIS	POLICE OFFICER	ELEVENTH DISTRICT	3/24/85	18740.75
WILLER	POLICE OFFICER	TENTH DISTRICT	10/18/84	77.00
WILLIAMS	POLICE OFFICER	TWENTIETH DISTRICT	8/21/85	914.00
DANZY	POLICE OFFICER	THIRD DISTRICT	6/29/84	24.00
JEROT	LIEUTENANT	DISTRICT RELIEF 2	5/27/85	96.00
	PARAMEDIC	DISTRICT RELIEF 1	9/08/84	445.00

(Continued from page 26473)

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

Placed on File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
NOVEMBER, 1985.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication transmitting a list of all cases in which judgments were entered against the City during the month of November, 1985.

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

Action Deferred -- REPEAL OF CHICAGO COMMERCIAL
OCCUPANCY TAX ORDINANCE (COMMERCIAL
LEASE TAX).

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance repealing the Chicago Commercial Occupancy Tax Ordinance (Commercial Lease Tax), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 20 members of the committee with 2 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

SECTION 1. That the ordinance amending the Municipal Code by adding a new Chapter 200.10 entitled the "Chicago Commercial Occupancy Tax Ordinance" passed by

the City Council on December 23, 1985, Council Journal page 25374 *et seq.*, and subsequently amended by the City Council on December 30, 1985, Council Journal page 25943 *et seq.* is hereby repealed in its entirety.

SECTION 2. This ordinance shall be effective upon its due passage and publication.

Action Deferred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 200.3, SECTION 200.3-2, REGARDING
EMPLOYER'S EXPENSE TAX.

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance amending Chapter 200.3, Section 200.3-2 of the Municipal Code of Chicago by increasing the Chicago Employer Expense Tax (head tax) from \$4.00 per employee per month to \$5.00 per employee per month, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 18 members of the committee with 5 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

SECTION 1. That Section 200.3-2 of the Municipal Code is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

200.3-2 Employer's Expense Tax. A. A Tax hereby imposed upon every employer who, in connection with his business engages, hires, employs or contracts with, fifteen (15) or more individuals as commission merchants and full-time employees, or any combination thereof, to perform work or render services in whole or in part within the City of Chicago on and after January 1, 1974. The amount of such tax shall be *Five* [Four] Dollars \$5.00 [4.00] per month for each commission merchant and full-time employee, to whom commission or employment compensation is paid or to whom such commission or compensation has accrued, or is shown as a business expense taken under the United States, or State of Illinois income taxes as a cost of doing business or under accounting

practices acceptable for said tax purposes to the United States of Illinois state government. The incidence of this tax shall be upon the employer alone as an employer's expense tax and shall not be transferred directly or indirectly to the commission merchant or full-time employee under any circumstances.

* * * * *

SECTION 2. This ordinance shall be in full force and effect ten (10) days from and after its due passage and publication.

Action Deferred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 200.1, SECTION 200.1-2, REGARDING
CHICAGO TRANSACTION TAX.

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance amending Chapter 200.1, Section 200.1-2 of the Municipal Code of Chicago by increasing the transaction tax upon the transfer of title or the beneficial interest in real property from \$2.50 per \$500.00 of transfer price to \$10.00 per \$1,000.00 of transfer price, having had the same under advisement, begs leave to report and recommend the Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 18 members of the committee with 4 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

SECTION 1. Section 200.1-2 of the Municipal Code of the City of Chicago, as amended, is hereby amended by deleting the language contained in brackets and adding the language in italics as follows:

* * * * *

B. Transactions consummated in the City of Chicago involving transference of any title to, or beneficial interest in, real property which is located within the City of Chicago as

evidenced by the filing or recordation of a deed in the Office of the Recorder of Deeds of Cook County or in the Office of the Registrar of Titles of Cook County or by delivery of any deed or any assignment of beneficial interest. The term "beneficial interest in real property" expressly includes but is not limited to the beneficial interest in an Illinois land trust for real property. The delivery of any deed shall be deemed to occur when the transferee or purchaser, or his representative or agent, receives possession of the deed. The delivery of an assignment or a beneficial interest shall be deemed to occur when the trustee receives possession of a valid assignment of a beneficial interest. This tax shall be construed to apply to but not be limited to transfers of beneficial interest in a trust the corpus of which contains a beneficial interest in real property.

1. The tax imposed by this Subsection 200.1-2B shall be [~~\$2.50~~] *\$10.00* for each [~~\$500~~] *\$1,000* of the transfer price, or fraction thereof, of such real property or beneficial interest therein which is being transferred, and is due upon the filing, recording or delivery of the deed or of the assignment of beneficial interest.

* * * * *

SECTION 2. If any provision, clause, sentence, paragraph, section or part of this ordinance, or application thereof to any person or circumstance, shall for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this Chapter and the application of such provision to other persons or circumstances, but shall be confined in its operation to the provision, clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered and it is hereby declared to be the legislative intent of the City Council that this Chapter would have been adopted even if such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof had not been included.

SECTION 3. This ordinance shall be in full force and effect ten (10) days after passage and publication.

Action Deferred -- AMENDMENT OF 1986 ANNUAL APPROPRIATION
ORDINANCE CONCERNING CERTAIN LINE ITEMS AND
TECHNICAL ADJUSTMENTS.

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance amending the 1986 Annual Appropriation Ordinance by adding new sections to the ordinance which reduce the contractual line item accounts and the commodities line item accounts in all agencies and departments within the Corporate Fund by fifteen percent (15%), by creating a new

line item account increasing turnover by \$3,600,000 for the entire Corporate Fund, and by making other necessary technical adjustments to revenue figures in Summary A, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 20 members of the committee with 2 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

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

The 1986 annual appropriation ordinance is hereby amended by inserting the language or numbers in italics and by deleting the language or numbers bracketed as follows:

SECTION 1. *Section 11. In all accounts entitled "For Contractual Services" (.100) and "For Commodities" (.300) in the corporate fund there shall be an overall reduction of fifteen percent (15%) sufficient enough to save Nineteen Million Two Hundred and Twelve Thousand Seven Hundred and Sixteen Dollars (\$19,212,716).*

SECTION 2. *Section 12. There shall be a hiring freeze beginning January 1, 1986 through December 31, 1986. All vacant positions, except those sworn positions in the Police Department, shall remain vacant for the above stated period. An account entitled "Less Turnover" in the amount of Three Million Five Hundred Eighty-seven Thousand Two Hundred and Eighty-four Dollars (\$3,587,284) shall be for the imposition of the hiring freeze in the Department entitled Finance General.*

SECTION 3.

Summary A.		1986
Employers Expense Tax	[\$28,000,000]	\$34,150,000
Transaction Taxes	[\$52,354,000]	\$62,954,000
[Commercial Lease Tax]	[\$78,000,000]	
<i>Aviation Fuel Tax. . . .</i>		\$37,800,000

ESTIMATES OF ASSETS AND LIABILITIES AS OF JANUARY 1, 1986 AND
ESTIMATES OF THE AMOUNT OF SUCH ASSETS AND REVENUE WHICH ARE
APPROPRIABLE FOR THE YEAR 1986.

Other Revenue. (\$1,205,946,709) \$1,182,496,709

ESTIMATES OF CORPORATE REVENUE FOR 1986 OTHER THAN FROM PROPERTY TAXES.

Department of Finance:

Transaction Taxes	[\$52,354,000]	\$62,954,000
Employers Expense Tax	[\$28,000,000]	\$34,150,000
Commercial Lease Tax	[\$78,000,000]	
Aviation Fuel Tax		\$37,800,000
Total Other Revenue- Corporate Fund	[\$1,205,946,709]	\$1,182,496,709

SECTION 4. Section [11.] 13.

SECTION 5. This ordinance shall be effective upon passage and due publication.

Action Deferred -- MUNICIPAL CODE AMENDED BY ADDING NEW
CHAPTER 200.10 ENTITLED "THE AIRCRAFT FUEL TAX".

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Frost, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance amending the Municipal Code of Chicago by creating a new Chapter 200.10 entitled "The Aircraft Fuel Tax", which would impose a tax at the rate of \$.05 per gallon of jet fuel used or purchased at O'Hare International Airport, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by 19 members of the committee with 5 dissenting votes.

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The City of Chicago is a home rule municipality under the 1970 Illinois Constitution, Article VII, Section 6(a); and

WHEREAS, Pursuant to its home rule authority, the City of Chicago has the power to exercise such functions relating to its government and affairs; and

WHEREAS, Generating revenues necessary to fund the operations of the City's government is a proper exercise of the City's home rule powers; and

WHEREAS, Imposing a tax per gallon on aircraft fuel shall raise much needed revenue for the operations of the City of Chicago; now, therefore,

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

SECTION 1. The Municipal Code of the City of Chicago is hereby amended by adding a new Chapter 200.10 entitled "The Aircraft Fuel Tax", which reads in italics as follows:

200.10-1. This Chapter shall be known and may be cited as the Chicago Aircraft Fuel Tax. The tax herein imposed is in addition to all other taxes imposed by the City of Chicago, the State of Illinois, or any other municipal corporation or political subdivision thereof.

200.10-2. For the purpose of this Chapter, when any of the following words or terms are used herein, they shall have the meaning or construction ascribed to them in this Section.

Aircraft -- any machine or device, including airplanes and helicopters capable of atmospheric flight.

Aircraft fuel -- all combustible gases and liquids used or sold for use in propelling turbine-propeller jet, turbo jet and jet-driven aircraft and jet aircraft engines.

Purchaser -- shall include, but not be limited to, in addition to its usual meaning, a person who transfers aircraft fuel into an aircraft located at O'Hare International Airport or into a receptacle from which aircraft fuel is supplied by him to his own or other aircraft located at O'Hare International Airport.

Use -- shall include, but not be limited to, in addition to its usual meaning, the receipt of aircraft fuel by any person into a fuel supply tank of an aircraft located at O'Hare International Airport or into a receptacle from which aircraft fuel is supplied by any person to his own or other aircraft located at O'Hare International Airport.

User -- shall mean a person who transfers aircraft fuel into an aircraft located at O'Hare International Airport or to a receptacle from which aircraft fuel is supplied by him to his own or other aircraft located at O'Hare International Airport.

Distributor -- shall mean any person who either sells, produces, refines, blends, compounds or manufactures aircraft fuel in this City; or receives aircraft fuel in this City on which this tax has not been paid, or in any way sells aircraft fuel for purpose of

use in the City. However, any person who transports aircraft fuel into the City for his own use and consumption, and not for sale or resale, shall not be deemed a distributor.

200.10-3. Every purchaser, as defined herein in Section 200.10-2, of aircraft fuel in the City of Chicago shall be liable for a tax on the purchase at a rate of five cents (\$.05) per gallon. Every user, as defined herein in Section 200.10- 2, of aircraft fuel purchased outside the City shall be liable for a tax on the privilege of using aircraft fuel in the City of Chicago at a rate of five cents (\$.05) per gallon.

The tax herein levied shall be in addition to any and all other taxes.

The tax imposed hereunder and the obligation to pay the same is upon the purchaser or user of aircraft fuel. Nothing in this Chapter shall be construed to impose a tax upon the occupation of distributing or selling aircraft fuel.

The tax imposed hereunder shall be collected by distributors of aircraft fuel and paid to the City of Chicago Department of Revenue on a monthly basis.

The City of Chicago Department of Revenue shall have the authority to promulgate the necessary rules and regulations to implement the tax imposed hereunder.

SECTION 2. All revenues received by the City pursuant to the tax imposed hereunder shall be revenues of the Corporate Fund.

SECTION 3. Notwithstanding anything to the contrary, the provisions of the ordinance shall be governed by the Uniform Revenue and Procedure Section of the Municipal Code.

SECTION 4. This ordinance shall be effective ten (10) days after its passage and publication.

**Action Deferred -- REPROGRAMMING OF COMMUNITY DEVELOPMENT
BLOCK GRANT SALVAGE FUNDS TO DEPARTMENT OF
PUBLIC WORKS FOR CONSTRUCTION OF PUBLIC
LIBRARY WITHIN CANARYVILLE COMMUNITY.**

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Sawyer, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance reprogramming prior years Community Development Block Grant salvage funds to the Department of Public Works in conjunction with the Chicago Public Library to identify a site within the Canaryville community for the construction of a public library in the amount of \$500,000,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, The City Council of Chicago passed an ordinance in July 1985, establishing procedures for the Community Development Block Grant Program which required that the City shall not reprogram funds in excess of \$7,500 appropriated for any object or purpose set forth in the C.D.B.G. Appropriation Ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The Canaryville Community of the City of Chicago does not have a library facility; and

WHEREAS, Salvage exists within Year II-X Community Development Block Grant allocations; now, therefore,

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

SECTION 1. That the sum of \$500,000 be transferred from salvage Community Development Block Grant funds to the Department of Public Works to work in conjunction with the Chicago Public Library to identify a site within the Canaryville Community and create and operate a library within the Canaryville Community.

SECTION 2. This ordinance shall be effective upon its due passage and publication.

SECTION 3. Upon passage of this ordinance the Community Development Advisory Committee shall review the ordinance within seven (7) working days.

Action Deferred -- REPROGRAMMING OF PRIOR YEARS
COMMUNITY DEVELOPMENT BLOCK GRANT
SALVAGE FUNDS FOR CERTAIN
STREET WORK ON PORTION
OF 95TH STREET.

The Committee on Finance submitted the following report, which was, on motion of Alderman Evans and Alderman Sawyer, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, a resolution reprogramming prior years Community Development Block Grant salvage funds for street resurfacing, street repair and street beautification on 95th Street between State Street and Western Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body adopt the proposed resolution transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

WHEREAS, There is currently a surplus of funding from the Community Development Block Grant Funds Year XI; and

WHEREAS, There is a desperate need for street improvements in the 19th and 21st Wards; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of the City of Chicago, expend \$300,000 in salvage C.D.B.G. Funds Year XI, to be used for street resurfacing, street repair, and street beautification, from South 95th Street and State Street west to 95th Street and Western Avenue.

Action Deferred -- MUNICIPAL CODE CHAPTER 104
AMENDED CONCERNING REDUCTION IN
AMUSEMENT TAX RATES.

The Committee on Finance submitted the following report, which was, on motion of Alderman Burke and Alderman Brady, *Deferred* and ordered published:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred, an ordinance amending the Municipal Code of Chicago, Chapter 104, authorizing a reduction in the amusement tax rate applied to initiation fees, dues and other activity charges, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

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

Respectfully submitted,
(Signed) EDWARD M. BURKE,
Chairman.

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

SECTION 1. Chapter 104 of the Municipal Code of Chicago is hereby amended by inserting the language in italics as follows:

104-1 As used in this ordinance:

The word "amusement" means, (1) any exhibition, performance, presentation or show for public entertainment, including but not limited to, any theatrical, dramatic, musical or spectacular performance, promotional show, motion picture show, flower, poultry or animal show, animal act, circus, rodeo, athletic contest, sport, game or similar exhibition such as boxing, wrestling, skating, dancing, swimming, racing or riding on animals or vehicles, baseball, basketball, softball, football, tennis, golf, hockey, track or billiard and pool games; (2) any entertainment or recreational activity offered for public participation or on a membership or other basis including but not limited to, racquetball or health clubs, *eating and social clubs*, carnivals, amusement park rides and games, bowling, billiard and pool games, dancing, tennis, racquetball, swimming, weightlifting, body building or similar activities; (3) any transmission or broadcast of programs by means of wire, radiowaves, microwaves or otherwise for public entertainment, including but not limited to transmissions or broadcasts by subscription television service, but excluding any such transmission or broadcast offered by any entity with whom the City has entered into or enters into a franchise agreement with respect to such transmissions or broadcasts.

104-2.A A City amusement tax is imposed upon the patrons of any amusements within the City of an amount equal to *four percent (4%) of the admission fees, or other charges charged to patrons, to witness, view or participate in such amusement, where separate fees and charges are imposed for each witnessing, viewing or participation and two percent (2%) of the initiation fees, dues or other activity charges charged to members or their guests to witness, view or participate in such amusements, provided however ...*

SECTION 2. This ordinance shall be effective ten days from and after its due passage and publication.

COMMITTEE ON LEASES.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS
AND CITY COMPTROLLER TO EXECUTE LEASE
AGREEMENT WITH HOLIDAY CRUISES,
INCORPORATED, FOR PREMISES
AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Holiday Cruises, Incorporated, for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Holiday Cruises, Inc., which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

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

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights of privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every

obligation or undertaken hereinstated to be fulfilled or performed by the Tenant shall be the joint and several obligations of each individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures, in connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat and free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 operation at said Pier and shall indemnify, defend, save harmless the Landlord their authorized agents and representatives, from any penalties for violation of operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be

terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such

action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Tenant further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR. 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 541 feet, of the concrete dock and wharf area on the south dock of the Navy Pier from frame 26 to frame 55.

2. Purpose.

Tenant shall use the premises to operate the S. S. Clipper Ship as a restaurant and banquet facility.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office. These orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$5,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damage on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, an annual rental of Twenty-one Thousand Six Hundred Forty Dollars, (\$21,640.00) @ Forty Dollars a foot, payable as follows:

Four Thousand One Hundred Forty (\$4,140.00) Dollars in advance, and the sum of Three Thousand Five Hundred (\$3,500.00) Dollars on the first day of each and every month commencing on the first day of May and ending on the first day of September.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Navy Pier.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
STAR LINE CORPORATION FOR PREMISES AT
NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Star Line Corporation for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and the Star Line Corporation which is substantially in the following form is hereby approved.

SECTION 2. The Department of Public Works and the City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

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

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV:

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerals, antennae, improvements or fixtures, in connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents

therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat and free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 operation at said Pier and shall indemnify, defend and save harmless the Landlord 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any

attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant, 600 East Grand Avenue, Chicago, IL 60611.

Execution of this agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____.

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

A. Landlord grants to Tenant the exclusive privilege to use 159 feet of the concrete dock and wharf area on the north dock of the Navy Pier, beginning at frame 3.

B. Landlord also grants to Tenant the use of twelve hundred eighty (1280) square feet of storage area in the adjacent north shed section.

C. Landlord also grants to Tenant, the use of seven hundred twenty (720) square feet of east dock area on the north side of the Pier for a trailer office.

2. Purpose.

Tenant shall use the premises to operate a sightseeing and charter service business and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted in section 1A, an annual rental of Six Thousand Three Hundred Sixty (\$6,360.00) Dollars, @ the rate of Forty (\$40.00) Dollars per foot, payable in advance.

B. Tenant agrees to pay Landlord for privileges herein granted in section 1B, an annual rental of Nine Hundred Sixty (\$960.00) Dollars, at the rate of Seventy- five (\$0.75) cents per square foot, payable in advance.

C. Tenant agrees to pay Landlord for privileges herein granted in section 1C, an annual rental of Fourteen Hundred Forty (\$1,440.00) Dollars at the rate of Two (\$2.00) Dollars per square foot, payable in advance.

D. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Navy Pier.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
AMERICAN PARTY CRUISES FOR PREMISES AT
NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with American Party Cruises for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and American Party Cruises which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____
A.D. between the City of Chicago, a municipal corporation of the State of Illinois,
(hereinafter called "Landlord") and American Party Cruises, Inc., a corporation organized
and existing by virtue of the laws of the State of Illinois (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights of privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly alone or through others, on, upon or from

said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or

terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

Joseph R. Dawson, President
American Party Cruises, Inc.
11022 Avenue J
Chicago, IL 60617.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 98 feet of the dock and wharf area on the east/west wall of the Ogden Slip.

2. Purpose.

Tenant shall use the premises to operate the vessel "Chicago Princess" as a Charter Service and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin July 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the dock and wharf area to load and unload passengers via areas and stairways for the operating of craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$1,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, rental of Nineteen Hundred Sixty (\$1,960.00) Dollars, at the annual rate of Forty (\$40.00) Dollars per foot, payable in advance. Fee shown herein covers six month rental period.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the dock and wharf area along the Ogden Slip.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
BRIDELWOOD CORPORATION OF DELAWARE FOR
PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Bridelwood Corporation of Delaware, for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Bridelwood Corporation of Delaware which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

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

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

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 Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in

each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, the Public Building Commission of Chicago, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries to persons or property of whatsoever kind or nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Public Building Commission of Chicago, Tenant, or any of their agents or employees.

Neither Landlord, nor the Public Building Commission of Chicago shall be liable to Tenant for damage to property of Tenant or any loss of revenues to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called

"Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

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

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not. Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to

act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

1701 W. Wellington Avenue
Chicago, IL 60657.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 145 feet, of the dock and wharf area at the southeast end of the Navy Pier.

2. Purpose.

Tenant shall use the premises for dockage of the vessel "Bridlewood" and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin July 22, 1985, and terminate August 21, 1985.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operation of craft from the dock area and shall use this area for the mooring of craft.

B. Tenant shall have installed at his own expense a two-way shore communication system.

1. This system must be operating during and at any and all times when craft is underway with crew or guests on board, and
2. The pilot of said vessel 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 craft who does not have such full knowledge of the operation of the communications system.

C. Tenant shall advise the Commissioner in writing of the registration numbers of the craft.

D. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 berth, docks, pier, quay wall and wharves where the Tenant's vessel may be moored or berthed under the terms of this Agreement.

F. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

G. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$1,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, rental of Nineteen Hundred Thirty Three (\$1,933.00) Dollars payable in advance.

B. Tenant agrees to pay Landlord for electric service: subject to an advance deposit of \$700.00.

C. Upon execution of this Agreement, Tenant shall pay the advance rental sum and deposit at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Navy Pier.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
CAPTAIN JOE BOAT SERVICE FOR PREMISES
AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Captain Joe Boat Service for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Captain Joe Boat Service which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Captain Joe Boat Service a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

In the event of the issuance of this right or privilege to more than one individual or other legal entity (or to any combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Tenant shall be the joint and several obligation of each such individual or other legal entity.

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aeriels, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees: provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue

of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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. 851-866 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

759 Cromwell
Chicago, IL 60153.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 57 feet for the Vessel "Baby Doll 7" and 89 feet for the Vessel "Baby Doll 8", of the concrete dock and wharf area on the south side of Navy Pier.

2. Purpose.

Tenant shall use the premises to operate a Charter Service and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damage on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, rental of Two Thousand Two Hundred Eighty (\$2,280.00) Dollars for the "Baby Doll 7" plus Three Thousand Five Hundred Sixty (\$3,560.00) Dollars, for the "Baby Doll 8", @ the rate of Forty (\$40.00) Dollars per foot, payable in advance.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the dock and wharf area along the Navy Pier.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
CHICAGO CRUISES AND GLEN DAWSON FOR
PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Chicago Cruises and Glen Dawson for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Chicago Cruises which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Chicago Cruises a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Glen Dawson a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity

that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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 breach of any covenant in this agreement

contained, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant; or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or

terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

13343 Baltimore Avenue
Chicago, IL 60633.

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

A. Landlord grants to Tenant the exclusive privilege to use 95 feet of the concrete dock and wharf area on the northeast section of the Ogden Slip.

B. Tenant shall also have use of 900 square feet of storage area on lower level of the Pier.

2. Purpose.

Tenant shall use the premises to operate the M/V Chicago Charter Service and for no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operation of craft from the dock area and shall use these areas for the mooring of such craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privilege herein granted in 1A, an annual rental of Three Thousand Eight Hundred Eighty (\$3,880.00) Dollars, @ the rate of Forty (\$40.00) Dollars per foot, payable in advance.

B. Tenant agrees to pay Landlord for the privilege granted in 1B, an annual rental of Six Hundred Seventy-five (\$675.00) Dollars, @ the rate of Seventy-five (\$0.75) Cents per square foot, payable in advance.

C. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Ogden Slip.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC
WORKS AND CITY COMPTROLLER TO EXECUTE
LEASE AGREEMENT WITH INTERLUDE
ENTERPRISES, INCORPORATED, FOR
PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Interlude Enterprises Incorporated for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Interlude Enterprises, Inc. which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Interlude Enterprises Inc., a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord and 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, their authorized agents and representatives, from any penalties for violation of any law, ordinance or regulation affecting its operations, and from any and all claims, suits, losses, damages or injuries, to persons or property of whatsoever kind of nature arising directly or indirectly out of the operation of such business, or resulting from the carelessness, negligence or improper conduct of the Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called

"Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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; Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to

act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant at

Box 245-R
Romeoville, IL 60441

Execution of this Agreement authorized by ordinance of the City Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 60 feet of the concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and east of the North Wabash Avenue Bridge.

2. Purpose.

Tenant shall use the premises to operate a Charter Service business and no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant 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 this area for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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 said boat 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. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, an annual rental of Two Thousand Four Hundred (\$2,400.00) Dollars, @ the rate of Forty (\$40.00) Dollars per foot, payable in advance.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT WITH
MERCURY SIGHTSEEING BOATS, INCORPORATED, FOR
PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Mercury Sightseeing Boats, Incorporated, for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

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

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

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

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant

use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant, shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon

written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter

into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or

judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

Tenant, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex or national origin, nor otherwise commit an unfair employment practice. Tenant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant

Robert L. Agra
823 Oak Hill Road
Barrington, IL 60010

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

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

2. Purpose.

Tenant shall use the premises to operate a sightseeing business and no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, an annual rental of Twenty Thousand (\$20,000.00) Dollars, @ the rate of One Hundred (\$100.00) Dollars per foot, payable as follows:

The sum of Five Thousand (\$5,000,000) Dollars in advance and the sum of Fifteen Thousand (\$15,000.00) Dollars payable in equal monthly installments of Three Thousand (\$3,000.00) Dollars on the first day of each and every month commencing on the first day of May and ending on the first day of September.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS
AND CITY COMPTROLLER TO EXECUTE LEASE
AGREEMENT WITH RIVER ENTERTAINMENT,
INCORPORATED, FOR PREMISES AT
NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with River Entertainment Incorporated for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and River Entertainment Inc., which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and River Entertainment Inc., a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents

therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant

Robert L. Arga
823 Oak Hill Road
Barrington, IL 60010.

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 200 feet of the concrete dock and wharf area on the south bank of the Chicago River immediately adjacent to and west of the North Michigan Avenue Bridge.

2. Purpose.

Tenant shall use the premises to operate a sightseeing business and no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant 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 the craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damage on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, an annual rental of Twenty Thousand (\$20,000.00) Dollars, @ the rate of One Hundred (\$100.00) Dollars per foot, payable as follows:

The sum of Five Thousand (\$5,000.00) Dollars in advance and the sum of Fifteen Thousand (\$15,000.00) Dollars payable in equal monthly installments of Three Thousand (\$3,000.00) Dollars on the first day of each and every month commencing on the first day of May and ending on the first day of September.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS AND
CITY COMPTROLLER TO EXECUTE LEASE AGREEMENT
WITH WENDELLA SIGHTSEEING CORPORATION
FOR PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Wendella Sightseeing Corporation for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

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

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

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

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, Foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or

terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant

2711 West Gregory Avenue
Chicago, Illinois 60625.

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 140 feet of the concrete dock and wharf area on the North Bank of the Chicago River immediately adjacent to and West of Michigan Avenue Bridge, and 60 feet of the concrete dock and wharf area on the North Bank of the Chicago River at the foot of North Rush Street.

2. Purpose.

Tenant shall use the premises to operate a sightseeing business and no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying 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.

5. Rental.

A. Tenant agrees to pay Landlord for the privileges herein granted, an annual rental of Twenty Thousand (\$20,000.00) Dollars, at the rate of One Hundred (\$100.00) Dollars per foot, payable as follows:

The sum of Five Thousand (\$5,000.00) Dollars in advance and the sum of Fifteen Thousand (\$15,000.00) Dollars payable in equal monthly installments of Three Thousand (\$3,000.00) Dollars on the first day of each and every month commencing on the first day of May and ending on the first day of September. All payments shall be by Certified checks.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records.

Tenant 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

AUTHORITY GRANTED FOR DEPARTMENT OF PUBLIC WORKS
AND CITY COMPTROLLER TO EXECUTE LEASE
AGREEMENT WITH ROBERT WAGNER d/b/a
WAGNER CHARTER SERVICE FOR
PREMISES AT NAVY PIER.

The Committee on Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the Department of Public Works and the City Comptroller to execute a lease agreement with Robert Wagner d/b/a Wagner Charter Service for premises at Navy Pier.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

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

SECTION 1. The Lease between the City of Chicago and Robert Wagner d/b/a Wagner Charter Service which is substantially in the following form, is hereby approved.

SECTION 2. The Department of Public Works and City Comptroller are authorized to execute the same.

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

Agreement attached to this ordinance reads as follows:

This Agreement made this _____ day of _____ A.D. _____, between the City of Chicago, a municipal corporation of the State of Illinois, (hereinafter called "Landlord") and Robert Wagner d/b/a Wagner Charter Service, a corporation organized and existing by virtue of the laws of the State of _____ (hereinafter called "Tenant").

Witnesseth:

That Landlord, for and in consideration of the terms and conditions, both general and special, hereinafter contained and made on the part of Tenant, does hereby grant to Tenant for use only by Tenant, the privileges hereinafter described on premises at Navy Pier, foot of Grand Avenue, Chicago, Illinois 60611, hereinafter called "Pier".

This Agreement shall consist of two parts

Part I -- General Conditions

Part II -- Special Conditions numbered 1 to 7

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

Part I - General Conditions.

Article I.

This agreement shall be subject and subordinate to:

(a) Any existing or future Federal/State Statute or any existing or future lease or agreement between Landlord 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.

(b) The right of Landlord 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 Tenant and without interference or hindrance by the Tenant.

Article II.

The Tenant shall not, without prior approval of Landlord, assign or transfer this agreement nor any share, part or interest therein, nor any of the rights or privileges granted hereby, nor enter into any contract requiring or permitting the doing of anything hereunder by an independent contractor unless otherwise expressly provided herein. Tenant further agrees that it shall not enter into any agreement of any nature, formal or informal, concerning other business activities at Pier, with any individual, partnership or corporation without prior approval of Landlord, it being understood that the only activity that Tenant may conduct directly or indirectly, alone or through others, on, upon or from said Pier and facilities located thereon, be they demised to the others or under the control of Landlord, is as authorized under the terms of this agreement.

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

If Tenant is a corporation and if the control thereof changes at any time during the term hereof, then Landlord may, at its option, declare such change a breach of this agreement.

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

Article III.

Tenant has examined the premises prior to, and as a condition precedent to, the execution hereof and is satisfied with the physical condition of said premises, and its taking possession thereof will be conclusive evidence of its receipt of said premises in a safe, sanitary and sightly condition and in good repair.

Article IV.

Tenant shall not attach, affix, or permit to be attached or affixed, upon the premises, or if so attached or affixed, relocate, replace, alter, or modify, without the consent in writing in each instance of the Commissioner of Public Works (hereinafter called "Commissioner") first had and obtained, any flags, placards, signs, poles, wires, aerials, antennae, improvements or fixtures. In connection therewith Commissioner may require submission of proposed designs, floor plans, construction plans, specifications and contract documents therefor and if then approved may incorporate all or part thereof within this agreement as attachments thereto.

Article V.

Tenant, at the expense of Tenant, shall keep the premises in a safe, sanitary and sightly condition and good repair and shall restore and yield the same back to Landlord upon the termination of this agreement in such condition and repair, ordinary wear and tear excepted, and if said premises shall not be so kept by Tenant, Landlord may enter the premises (without such entering causing or constituting a termination of the privilege or an interference with the possession of said premises by Tenant) and do all things necessary to restore said premises to the condition herein required, charging the cost and expense thereof to Tenant and Tenant agrees to pay Landlord, in addition to the rent and charges hereby reserved, all such costs and expenses.

Article VI.

Tenant covenants and agrees to keep said premises and improvements situated thereat free and clear of any and all liens in any way arising out of the use thereof by Tenant.

In addition to the rent and charges hereinafter outlined, Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law or ordinance of the City of Chicago.

Tenant 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 at said Pier and shall indemnify, defend, and save harmless the Landlord, 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 Landlord, Tenant, or any of their agents or employees.

Landlord shall not be liable to Tenant for damage to property of Tenant or any loss of revenue to Tenant resulting from its acts, omissions or neglect in the maintenance and operation of the Pier facilities.

Article VII.

Tenant, at the expense of Tenant, shall keep in force, during the term of this agreement, insurance issued by responsible insurance companies, in forms, kinds and amounts as determined and directed by the Comptroller of the City of Chicago (hereinafter called "Comptroller") for the protection of Landlord and/or Tenant. Insurance requirements hereunder shall be subject to the sole determination of the Comptroller.

Said insurance may include, but need not be limited to, insurance coverages commonly known as, or similar in kind to, Public Liability, Products, Liability, Property Damage, Fire and Extended Coverage, Worker's Compensation, Scaffolding Act, 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 as co-insured thereunder.

Upon approval by said Comptroller of all insurance required, in the forms, kinds and amounts directed to be procured, Tenant shall deliver all policy originals or duplicate originals and endorsements thereto to the Comptroller for incorporation within this agreement as attachment thereto. In any event, Tenant is not to commence to exercise any of the rights and privileges granted under this agreement until such time as all insurance directed and required to be furnished by Tenant is in full force and effect.

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

Article VIII.

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 Landlord at its expense as soon as funds are available but Landlord shall not be obligated to repair, rebuild, restore or replace any fixtures, equipment, displays or other property installed by Tenant or others pursuant to this agreement.

Provided, however, that Landlord may elect, at its sole option, not to repair or reconstruct the premises or the building, of which the premises are a part, and upon written notice of such election from Landlord to Tenant the obligation of Tenant to pay rent shall cease and this agreement shall thereupon terminate.

Article IX.

Landlord hereby grants to Tenant the right of access and ingress to and egress from the premises by Tenant and its employees, contractors, suppliers, servicemen, sublessees, guests, patrons and invitees; provided, that such rights of access, ingress and egress, are at all times exercised in conformance with the further provisions of this agreement and any and all regulations promulgated by Landlord or the Commissioner, or other lawful authority, for the care, operation, maintenance and protection of the Pier and the public.

Operations to be conducted by the Tenant under this agreement shall be done at the sole expense of the Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of services commensurate with the standards provided for in this

agreement and to such other provisions of related agreements as may be pertinent as entered into between Landlord and others governing the use of and operations at the Pier.

Tenant does further covenant, promise and agree that said Tenant will not employ any person or persons in or about the premises or on the Pier who shall be objectionable to the Commissioner and if such persons shall be employed by Tenant, he, she, or they, shall be removed upon request of said Commissioner.

Tenant agrees to use its best efforts in every proper manner to maintain and develop the business conducted by it under this agreement and increase same and not to divert or cause, or allow, to be diverted, any business from Pier.

Article X.

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

Article XI.

If Tenant 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, Tenant's right to the possession of the premises thereupon shall terminate, with or without any notice or demand whatsoever, and the mere retention of possession thereafter by Tenant, shall constitute a forcible detainer of said premises, and if the Landlord so elects, but not otherwise, this agreement shall thereupon terminate and upon the termination of Tenant's right of possession, as aforesaid, whether this agreement be terminated or not, Tenant agrees to surrender possession of the premises immediately, without the receipt of any demand for rent, notice to quit or demand for possession of the premises whatsoever, and Tenant hereby grants to Landlord full and free license to enter into and upon said premises, or any part thereof, to take possession thereof without process of law and to expel and remove Tenant, or any other person who may be occupying the premises, or any part thereof and Landlord may use such force in and about expelling and removing Tenant and said other person as may reasonably be necessary and Landlord may repossess itself of the said premises as of its former estate, but said entry of said premises shall not constitute a trespass or forcible entry or detainer, nor shall it cause forfeiture of charges due by virtue hereof, nor a waiver of any covenant, agreement or promise in said agreement contained, to be performed by Tenant.

Tenant hereby waives all notice of any election made by Landlord under this agreement, demand for rent, notice to quit, demand for possession, and any and all notices and demands whatsoever, of any and every nature, which may or shall be required by any statute of this State relating to forcible entry and detainer, or to Landlord and Tenant, or any other statute, or by the common law during the terms of this agreement. The acceptance of rent, whether in a single instance or repeatedly, after it falls due, or after

knowledge of any breach hereof by Tenant, or the giving or making of any notice or demand, whether according to any statutory provisions or not, or any act or series of acts, except an express written waiver, shall not be construed as a waiver of Landlord's right to act without notice or demand or of any other right hereby given Landlord, or as an election not to proceed under the provisions of this agreement.

If default be made in the payment of the rent, or other charges herein reserved, or of any installment thereof, as herein provided, Tenant does hereby irrevocable constitute any attorney of any Court of Record in this State, attorney for it and in its name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of Landlord and against Tenant for the amount of rent which may be then due, by virtue of the terms hereof, or of any extensions or renewals hereof, or by virtue of any holdover after the termination hereof, and which may be in default, as aforesaid, together with the costs of such proceedings and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment, and Tenant hereby confirms all that said attorney may lawfully do by virtue hereof. Landlord shall have a first lien on Tenant's interest hereunder, and on Tenant's property now or hereafter located in said premises, or elsewhere, to secure the payment of all moneys due hereunder, which lien may be foreclosed in equity and in case of any such foreclosure proceeding, a receiver shall be appointed to take possession of said premises and property and relet the premises under order of court.

The obligation of Tenant to pay the rent reserved hereby during the balance of the term hereof, or during any extension thereof, shall not be deemed to be waived, released or terminated, nor shall the right and power to confess judgment given in the preceding paragraph hereof be deemed to be waived or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment, or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the premises. The Landlord may collect and receive any rent due from Tenant and payment or receipts thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.

Tenant shall pay and discharge all costs, expenses and attorney's fees which shall be incurred and expended by Landlord in enforcing the covenants and agreements of this agreement, whether by the institution of litigation or in the taking advice of counsel, or otherwise.

The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

Article XII.

Tenant 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 Pier, now in effect or hereafter promulgated.

Article XIII.

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

Article XIV.

Landlord may furnish security service, heat, sanitary facilities and utilities as designated at outlets and at points as shown on attachment hereto. Tenant shall pay any and all charges and costs therefor whether or not metered or billed directly from Landlord upon estimates of such costs made solely by Landlord.

Article XV.

To insure faithful performance of the covenants, conditions and agreements herein contained, Tenant, at the expense of Tenant shall, before exercising any rights or privileges accorded hereunder, furnish a bond in form, kind and amount as determined and directed solely by the Comptroller for incorporation within this Agreement as attachment thereto.

Article XVI.

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation, p. 320; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 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 CFR Chapter 60.

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

Article XVII.

Tenant, 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 CFR, 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 XVIII.

This agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Illinois.

Article XIX.

Notices to the Landlord provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Tenant provided for herein may be sent by first class mail, postage prepaid, addressed to Tenant

4040 North Rockwell Street
Chicago, Illinois 60618.

Execution of this Agreement authorized by ordinance of the Council of the City of Chicago passed _____ C.J.P. _____

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

[Signature forms omitted for printing purposes.]

Part II -- Special Conditions.

1. Premises.

Landlord grants to Tenant the exclusive privilege to use 200 feet of the concrete dock and wharf area on the South Bank of the Chicago River immediately adjacent to and East of the North Clark Street Bridge.

2. Purpose.

Tenant shall use the premises to operate a sightseeing business and no other purpose whatsoever.

3. Term.

The term of this Agreement shall begin January 1, 1985, and terminate December 31, 1985, subject to cancellation at any time during said term by either party on ninety (90) days notice in writing.

4. Operations.

A. Tenant shall use the concrete dock and wharf area to load and unload passengers via areas and stairways for the operating of sightseeing craft from the dock area and shall use these areas for the mooring of craft.

B. Tenant, 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. Tenant shall have installed at his own expense a two-way shore communication system on all craft operated by Tenant including all craft that Tenant 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.

D. Tenant shall advise the Commissioner 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 Tenant on a temporary or substitute basis.

E. Tenant fully understands and agrees that Landlord 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. Tenant fully understands and agrees that by entering into this Agreement he waives and releases Landlord 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 Tenant's vessels may be moored or berthed under the terms of this Agreement.

G. Tenant's operations shall be governed by orders, rules and regulations issued from time to time by the Commissioner's office, these orders, rules and regulations to include, but not be limited to, the areas in which Tenant's craft may operate.

H. The insurance required under Article VII hereof shall include, but not be limited to an indemnification in the penal sum of \$2,000,000.00 indemnifying and saving harmless the City of Chicago against any and all claims for damage on account of injury to or death of any person or persons or damage to property resulting from operations under this lease.

5. Rental.

A. Tenant agrees to pay Landlbrd for the privileges herein granted, an annual rental of Eight Thousand (\$8,000.00) Dollars, @ the rate of Forty (\$40.00) Dollars per foot, payable as follows:

The sum of One Thousand Seven Hundred Fifty (\$1,750.00) Dollars in advance and the sum of Six Thousand Two Hundred Fifty (\$6,250.00) Dollars payable in equal monthly installments of One Thousand Two Hundred Fifty (\$1,250.00) Dollars on the first day of each and every month commencing on the first day of May and ending on the first day of September. All payments shall be by Certified checks.

B. Upon execution of this Agreement, Tenant shall pay the advance rental sum at the offices of Robert E. Shaw, Director of Administration, Room 600, 320 North Clark Street, Chicago, Illinois 60610. Each monthly payment provided for hereinabove is also to be made at the said office.

6. Records.

Tenant shall:

A. Maintain, in accordance with accepted accounting practice, during the term of this Agreement, and for one year after the termination 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 in accordance with subparagraph 6A hereof, the examination and audit by the officers, employees and representatives of Landlord of such records and books of account.

7. Definition.

Any and all references to "Pier" or "Navy Pier" in this Agreement shall be interpreted to be a reference to the concrete dock and wharf area along the Chicago River.

**COMMITTEE ON NEIGHBORHOOD
AND COMMUNITY AFFAIRS.**

**MUNICIPAL CODE CHAPTER 17, SECTION 17-6.2 AMENDED
BY EXTENDING MORATORIUM ON EXPANSION
OF LANDFILLS.**

The Committee on Neighborhood and Community Affairs submitted the following report:

CHICAGO, January 30, 1986.

To the President and Members of the City Council:

Your Committee on Neighborhood and Community Affairs, to which was referred on 26 November 1985, a proposed ordinance which amends Section 17- 6.2 of the Municipal Code of the City of Chicago by adding thereto, and deleting therefrom, specified language concerning sanitary landfill sites and liquid waste handling facilities, thereby extending for one (1) year a previously imposed moratorium on the expansion of landfills in the City of Chicago; begs leave to recommend that your Honorable Body do *Pass* said proposed ordinance (which is transmitted herewith).

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,
(Signed) EDWARD R. VRDOLYAK,
Chairman.

On motion of Alderman Vrdolyak, the said proposed ordinance was *Passed* by a viva voce vote.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution; and

WHEREAS, The City of Chicago may exercise any power and perform any function relating to its government and affairs; and

WHEREAS, The City Council finds that the creation, expansion and operation of sanitary landfill sites, liquid waste handling facilities and transfer stations are matters affecting the public health, safety and welfare; and

WHEREAS, The City Council finds further that for the protection of the public health, safety and welfare it is necessary to prevent the creation of new sanitary landfill sites and liquid waste handling facilities which utilize deep well injection or landfill as a means of waste disposal, and expansion thereof, pending research and review of the hazards which may be posed by such creation and expansion; and

WHEREAS, The City Council has passed an ordinance imposing a moratorium until February 1, 1986 on the expansion of landfills in the City of Chicago; now, therefore,

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

SECTION 1. Section 17-6.2 of the Municipal Code of the City of Chicago is hereby amended by adding thereto the italic language and deleting the bracketed language as follows:

17-6.2 No person shall dump or deposit or cause to be dumped or deposited anywhere within the City, any building demolition materials, discharged solid wastes resulting from any industrial, manufacturing, trade or business process, or from the development, recovery or processing of natural resources, or garbage, ashes, refuse, trash, rubbish, miscellaneous waste, liquid waste (industrial and commercial - but not including radioactive waste), manure or other substance that may contain disease germs or be scattered by the wind or decompose or become filthy, noxious or unhealthful, except at a sanitary landfill site, liquid waste handling facility or transfer station for which an annual permit has been properly issued by the Commissioner of Consumer Services. Such dumping without a permit is hereby declared to be an abatable nuisance. Said permit is hereby required to be an abatable nuisance. Said permit is hereby required and shall be secured by such person irrespective of whether the dumping or depositing hereinabove described takes place upon said person's own property or upon property owned by any other person.

Notwithstanding any other provision of this Chapter, no permit shall be issued until February 1, [1986] 1987 for the operation of any new sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, as they are defined in Chapter 17-21, Section 17-1.11 of this Code, or for the expansion of any sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit; provided however, that the Corporate Authorities may, after August 1, [1985] 1986, upon consideration of all the available information take contrary action. The Commissioner of Consumer Services shall not accept, consider or take action until February 1, [1986] 1987 on any application for a permit for operation of a new sanitary landfill or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal, or for the expansion of a sanitary landfill site or liquid waste handling facility which utilizes deep well injection or landfill as a means of waste disposal currently operating under a valid permit; provided however, that the Corporate Authorities may, after August 1, [1985] 1986, upon consideration of all of the available information, take contrary action.

SECTION 2. If any provision, clause, sentence, paragraph, section or part of this ordinance shall for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, said judgment shall not affect, impair or invalidate the remainder of this ordinance. It is hereby declared to be the legislative intent that this ordinance would have been adopted had such unconstitutional or invalid provision, clause, sentence, paragraph, section or part thereof not been included.

SECTION 3. This ordinance shall be effective immediately after its due passage and publication.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

***Referred -- ESTABLISHMENT OF LOADING ZONES
AT SUNDRY LOCATIONS.***

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location
ROTI (1st Ward)	West 26th Street (north side) from a point 100 feet east of South Wells Street to a point 40 feet east thereof -- 8:00 A.M. to 5:00 P.M. -- Mondays thru Sundays;
HUELS (11th Ward)	South Racine Avenue (east side) at 3439 - 7:00 A.M. to 4:30 P.M. -- Mondays thru Fridays;

Alderman	Location
MELL (33rd Ward)	West Diversey Avenue at 3000 -- at all times;
NATARUS (42nd Ward)	North McClurg Court at 645 -- at all times;
HANSEN (44th Ward)	North Clark Street (west side) at 3776 -- 7:00 A.M. to 3:00 A.M. -- Mondays thru Sundays;
SCHULTER (47th Ward)	West Wilson Avenue (north side) at 1830 -- at all times.

*Referred -- DISCONTINUANCE OF LOADING ZONE ON
PORTION OF SOUTH ABERDEEN STREET.*

Alderman Huels (11th Ward) presented a proposed ordinance to discontinue the loading zone on the east side of South Aberdeen Street from West 35th Street to the first alley north thereof from 9:00 A.M. to 6:00 P.M. except Sundays and holidays, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ONE-WAY TRAFFIC RESTRICTION ON
PORTION OF SOUTH DRAKE AVENUE.*

Alderman Stemmerk (22nd Ward) presented a proposed ordinance to restrict the movement of vehicular traffic to a northerly direction on South Drake Avenue from West 26th Street to West 25th Street, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- INSTALLATION OF PARKING METERS ON
PORTION OF SOUTH ABERDEEN STREET.*

Alderman Huels (11th Ward) presented a proposed order for the installation of parking meters on both sides of South Aberdeen Street from West 35th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- REMOVAL OF PARKING METERS ON SPECIFIED
PUBLIC WAYS.*

Alderman Volini (48th Ward) presented two proposed orders for the removal of parking meters on West Granville Avenue at 1035 and on West Lawrence Avenue at 1133, which were *Referred to the Committee on Traffic Control and Safety.*

Referred -- PARKING METER FEE AMENDED ON
PORTION OF WEST VAN BUREN STREET.

Alderman Roti (1st Ward) presented a proposed ordinance to amend the parking meter fee from 25 cents for 30 minutes to 25 cents for 15 minutes on both sides of West Van Buren Street between the south branch of the Chicago River and South Canal Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- PROHIBITION OF PARKING AT ALL TIMES
AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
SAWYER (6th Ward)	South Eberhart Avenue (east side) at 8047 (except for handicapped); East 89th Place (north side) at 610 (except for handicapped);
BEAVERS (7th Ward)	South Marquette Avenue (west side) at 7642 (except for handicapped);
HUMES (8th Ward)	South Drexel Avenue at 8427 (except for handicapped);
VRDOLYAK (10th Ward)	South Avenue L at 10156 (except for handicapped);
HUELS (11th Ward)	South Carpenter Street at 3332 (except for handicapped); South May Street (west side) at 3304 (except for handicapped);
KELLAM (18th Ward)	West 85th Place (south side) at 3615 (except for handicapped);

Alderman

Location and Distance

STEMBERK (22nd Ward)West 31st Street (south side) at 3653
(except for handicapped);*SMITH* for *D. DAVIS* (29th Ward)South Austin Boulevard at 117 (except
for handicapped);North Pine Avenue at 416 (except for
handicapped);West Washington Boulevard (south side)
at 5253 (except for handicapped);*HAGOPIAN* (30th Ward)West Deming Place at 4715 (from 4320
West Haddon Avenue) (except for
handicapped);*MELL* (33rd Ward)North California Avenue (west side) from
West Addison Street to a point 30 feet
north thereof;*KOTLARZ* (35th Ward)North Hamlin Avenue (west side) at
2846;North Troy Street (east side) at 3933
(except for handicapped);*DAMATO* (37th Ward)West Walton Street at 4839 (except for
handicapped);*PUCINSKI* (41st Ward)North Redwood Drive (east side) from
5700 to Serbian Road;

West Serbian Road (south side) at 8000;

MC LAUGHLIN (45th Ward)West Sunnyside Avenue (south side)
alongside of 4455 North Milwaukee
Avenue east to the alley;*VOLINI* (48th Ward)West Lawrence Avenue (south side) at
1133;West Granville Avenue (south side) at
1034.

*Referred -- DISCONTINUANCE OF PARKING PROHIBITION
DURING SPECIFIED HOURS ON PORTION OF WEST
BRYN MAWR AVENUE.*

Alderman Pucinski (41st Ward) presented a proposed ordinance to discontinue the parking prohibition of vehicles during specified hours on West Bryn Mawr from North Harlem Avenue to North Odell Avenue from 7:00 A.M. to 4 P.M. on Mondays through Fridays, which was *Referred to the Committee on Traffic Control and Safety.*

*Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT
PARKING ZONES AT SPECIFIED LOCATIONS.*

The aldermen named below presented proposed orders to establish Residential Permit Parking Zones for vehicles at the locations designated, for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Distance
SAWYER (6th Ward)	South Eberhart Avenue (both sides) at 7500;
SHEAHAN (19th Ward)	West 102nd Street (both sides) from South Wood Street to South Prospect Avenue and on both sides of South Wood Street from 10200 to 10233;
PUCINSKI (41st Ward)	North and south sides of West Gregory Avenue at 8500 from North Delphia Avenue to North Chester Avenue; and 8400 block of West Gregory Street from North Chester Avenue to West Bryn Mawr Avenue;
	West Higgins Avenue (south side) at 7300;
MC LAUGHLIN (45th Ward)	North Lavergne Avenue (both sides) at 4000 from the first alley north of West Irving Park Road to West Belle Plaine Avenue;
	North Lieb Avenue (both sides) at 5400.

Referred -- INSTALLATION OF DIAGONAL PARKING ON
PORTION OF SOUTH MAYFIELD AVENUE.

Alderman Madrzyk (13th Ward) presented a proposed order authorizing and directing the Commissioner of Public Works to give consideration for installing diagonal parking on South Mayfield Avenue from West 63rd Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- REPEAL DESIGNATION OF SERVICE DRIVE/
DIAGONAL PARKING ON PORTION OF SOUTH
ABERDEEN STREET.

Alderman Huels (11th Ward) presented a proposed ordinance to repeal the designation of the service drive and diagonal parking permitted, 30 minutes on west side of South Aberdeen Street from West 35th Street to the first alley north thereof, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF TOW-AWAY ZONE ON
PORTION OF WEST GOETHE STREET.

Alderman Natarus (42nd Ward) presented a proposed ordinance to establish a tow-away zone on both sides of West Goethe Street between North Wells Street and North Lake Shore Drive, at all times, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF AUTOMATIC CONTROL
SIGNALS ON NORTH ORLEANS STREET.

Also, a proposed order for the installation of automatic traffic control signals on North Orleans Street at 350 in front of Apparel Center, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- PROPOSED STUDY REGARDING INSTALLATION
OF AUTOMATIC TRAFFIC CONTROL SIGNALS.

Alderman Krystyniak (23rd Ward) presented a proposed order to study the feasibility of installing left-turn signals to existing automatic traffic control signals for eastbound and westbound traffic on Archer Avenue at South Central Avenue which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- INSTALLATION OF TRAFFIC SIGNS.

The aldermen named below presented proposed orders for the installation of traffic signs, of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location and Type of Sign
<i>ROTI</i> (1st Ward)	South Dearborn Street and West Cullerton Street -- "4-Way Stop";
<i>SAWYER</i> (6th Ward)	South Dr. Martin Luther King Jr. Drive at East 72nd Street -- "Stop"; South Dr. Martin Luther King Jr. Drive at East 97th Street -- "Stop"; East 77th Street and South Calumet Avenue (one-way streets/westerly and southerly) -- "Stop"; East 81st Street (one-way easterly) and South Michigan Avenue (one-way northerly) -- "Stop"; East 81st Street and South St. Lawrence Avenue -- "Stop"; East 88th Street and South Wabash Avenue -- "Stop";
<i>MADRZYK</i> (13th Ward)	South Komensky Avenue and West 61st Street, stopping Komensky Avenue traffic -- "Stop"; South Springfield Avenue and West 79th Place, stopping north and south traffic on Springfield -- "2-Way Stop";
<i>BURKE</i> (14th Ward)	West 64th Street, stopping eastbound traffic and at South Richmond Street, stopping southbound traffic -- "Stop";
<i>KELLAM</i> (18th Ward)	West 80th Street and South California Avenue -- "All Way Stop";

Alderman	Location and Type of Sign
<i>KRYSTYNIAK</i> (23rd Ward)	West 48th Street at the intersection of South Laporte Avenue -- "Stop"; West 58th Street and South Natchez Avenue -- "All-Way Stop";
<i>MARZULLO</i> (25th Ward)	West Cermak Road and South Wolcott Street -- "All-Way Stop";
<i>NARDULLI</i> (26th Ward)	1401 North California Avenue on West Hirsch Street side -- "No Parking Any Time";
<i>D. DAVIS</i> (29th Ward)	Parkside and Huron -- "Stop";
<i>KOTLARZ</i> (35th Ward)	North Hamlin Avenue and West Byron Street, stopping Hamlin Avenue traffic -- "Stop";
<i>BANKS</i> (36th Ward)	6800 and 6900 blocks of West Diversey Avenue -- "Children Crossing"; 6800 and 6900 blocks of West George Street -- "Children Crossing"; 6800 and 6900 blocks of North Newcastle Avenue -- "Children Crossing"; 6800 and 6900 blocks of North Oak Park Avenue -- "Children Crossing";
<i>DAMATO</i> (37th Ward)	West Bloomingdale Road at the intersection of North Mason Avenue -- "Stop";
<i>OBERMAN</i> (43rd Ward)	West Schubert Avenue and West Wilton Avenue -- "Stop"; West Wrightwood Avenue and North Lakewood Avenue -- "3-Way Stop"; North Commonwealth Avenue at West Diversey Parkway -- "Stop";

Alderman

Location and Type of Sign

West Gregory Street and North Austin Avenue, stopping southbound traffic only -- "Stop";

SCHULTER (47th Ward)

West Wilson Avenue and North Wolcott Street -- "4-Way Stop".

*Referred -- WEIGHT LIMITATION ESTABLISHED ON
PORTION OF WEST 24TH PLACE.*

Alderman Roti (1st Ward) presented a proposed ordinance to fix a weight limit of five tons for trucks and commercial vehicles on West 24th Place from South Archer Avenue to South Canal Street, which was *Referred to the Committee on Traffic Control and Safety.*

2. ZONING ORDINANCE AMENDMENTS.

*Referred -- ZONING RECLASSIFICATION OF PARTICULAR
AREAS.*

The aldermen named below presented ten proposed ordinances for amendment of the Chicago Zoning Ordinance, for the purpose of reclassifying particular areas, which was *Referred to the Committee on Zoning*, as follows:

BY ALDERMAN DAMATO (37th Ward):

To classify as a C2-1 General Commercial District instead of a M1-1 Restricted Manufacturing District the area shown on Map No. 3-K bounded by

West LeMoyne Street; the alley next east of North Cicero Avenue; the alley next south of West LeMoyne Street; and North Cicero Avenue;

BY ALDERMAN VRDOLYAK (10th Ward):

To classify as a C2-1 General Commercial District instead of a M1-1 Restricted Manufacturing District the area shown on Map No. 26-B bounded by

a line 260 feet southwest of the intersection of East 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; South Commercial Avenue; a line 375 feet southwest of the intersection of East 103rd Street and South Commercial Avenue as measured along the northwest line of South Commercial Avenue and perpendicular thereto; and the alley next northwest of South Commercial Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

To classify as a B3-2 General Retail District instead of C1-3 Restricted Commercial and B4-3 Restricted Service Districts the area shown on Map No. 7-F bounded by

West Diversey Parkway; the alley next east of and parallel to North Halsted Street; West Wrightwood Avenue, a line 147 feet east of North Halsted Street; the alley next south of and parallel to West Wrightwood Avenue; the alley next east of and parallel to North Halsted Street; the alley next north of and parallel to West Fullerton Parkway; and North Halsted Street.

To classify as an R5 General Residence District instead of a B5-4 General Service District the area shown on Map No. 7-F bounded by

a line 55 feet north of West Wrightwood Avenue; North Lehmann Court; West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; a line 49.9 feet south of West Wrightwood Avenue; a line 136.21 feet west of the alley next west of and parallel to North Hampden Court; West Wrightwood Avenue; and a line 163.5 feet west of West Lehmann Court.

To classify as an R6 General Residence District instead of a B4-4 Restricted Service District the area shown on Map No. 7-F bounded by

a line 100 feet north of West Arlington Place; a line 98 feet west of North Clark Street; West Arlington Place; a line 110 feet west of North Clark Street; a line 114 feet south of West Arlington Place; and the alley next west of and parallel to North Clark Street.

To classify as an R5 General Residence District instead of an R7 General Residence District the area shown on Map No. 7-F bounded by

West Diversey Parkway; North Lakeview Avenue; West Wrightwood Avenue; and the alley next west of North Lakeview Avenue.

To classify as a B3-2 General Retail District instead of a B5-5 General Service District the area shown on Map No. 7-F bounded by

West Diversey Parkway; the alley next west of and parallel to North Lakeview Avenue; the alley next south of and parallel to West Diversey Parkway; and a line 150 feet west of the alley next west of and parallel to North Lakeview Avenue.

To classify as an R6 General Residence District instead of an R7 General Residence District the area shown on Map No. 7-F bounded by

the alley next south of and parallel to West Diversey Parkway; the alley next west of and parallel to North Pine Grove Avenue; a line 410 feet north of West Wrightwood Avenue; West Wrightwood Avenue; the alley next east of and parallel to North Hampden Court; a line 148 feet north of West Deming Place; a line 200 feet east of North Hampden Court; West Deming Place; a line 70 feet east of North Clark Street; a line 73 feet north of West Deming Place; a line 150 feet east of North Clark Street; a

line 148.1 feet north of West Deming Place; the alley next west of and parallel to North Hampden Court; the alley next south of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; West Wrightwood Avenue; and North Lehmann Court.

To classify as an R5 General Residence District instead of an R6 General Residence District the area shown on Map No. 7-F bounded by

a line 180 feet south of West Drummond Place; a line 89 feet west of North Clark Street; the south line of alley next north of West Wrightwood Avenue or the line thereof if extended where no alley exists; a line from a point 51.8 feet west of North Clark Street along the south line of the alley next north of West Wrightwood Avenue, to a point 125 feet west of North Clark Street along the north line of West Wrightwood Avenue; West Wrightwood Avenue; the alley next west of and parallel to North Clark Street; a line 205 feet north of West Deming Place; a line 75 feet West of North Clark Street; West Deming Place; a line from a point 102.6 feet east of North Geneva Terrace along the south line of West Deming Place; to a point 110 feet east of North Geneva Terrace along the north line of the alley next north of and parallel to West Arlington Place; the alley next north of and parallel to West Arlington Place; a line 180.5 feet east of North Geneva Terrace; West Arlington Place; a line 361 feet east of North Geneva Terrace; the alley north of and parallel to West Fullerton Parkway; a line 460 feet east of North Geneva Terrace; West Fullerton Parkway; North Geneva Terrace; West Deming Place; a line 200 feet east of North Orchard Street; West Wrightwood Avenue; and a line from a point 359.3 feet west of North Clark Street along the north line of West Wrightwood Avenue, to a point 257.5 feet west of North Clark Street and 180 feet south of West Drummond Place.

To classify as a B3-2 General Retail District instead of B3-4, B3-5 General Retail Districts, B4-4 Restricted Service District, B5-4, B5-5 General Service Districts the area shown on Map No. 7-F bounded by

West Diversey Parkway; North Pine Grove Avenue; the alley next south of West Diversey Parkway; North Lehman Court; a line 55 feet north of West Wrightwood Avenue; a line 163.5 feet west of North Lehman Court; West Wrightwood Avenue; a line 136.21 feet west of the alley next west of and parallel to North Hampden Court; a line 49.9 feet south of West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; the alley next south of and parallel to West Wrightwood Avenue; the alley next west of and parallel to North Hampden Court; a line 148.1 feet north of West Deming Place; a line 150 feet east of North Clark Street; a line 73 feet north of West Deming Place; a line 70 feet east of North Clark Street; West Deming Place; a line 200 feet east of North Clark Street; West St. James Place; a line 90 feet east of North Clark Street; a line 50 feet south of West St. James Place; a line 60 feet east of North Clark Street; West Roslyn Place; a line 92 feet east of North Clark Street; a line 86 feet south of West Roslyn Place; a line 75 feet east of North Clark Street; West Arlington Place; a line 50 feet east of North Clark Street; a line 77 feet south of West Arlington Place; a line 260 feet east of North Clark Street; a line 204 feet south of West Arlington Place; a line from a point 230 feet east of North Clark Street and 204 feet south of West Arlington Place; to a point 211 feet east of North Clark Street and 303.8 feet south of west Arlington Place; the alley next northwest of

West Fullerton Parkway; or the line thereof if extended where no alley exists; the alley next east of and parallel to North Clark Street; West Fullerton Parkway; the alley next west of and parallel to North Clark Street a line 114 feet south of West Arlington Place; a line 110 feet west of North Clark Street; West Arlington Place; a line 98 feet west of North Clark; a line 100 feet north of West Arlington Place; the alley next west of and parallel to North Clark Street; West Deming Place; a line 75 feet west of North Clark Street; a line 205 feet north of West Deming Place; the alley next west of and parallel to North Clark Street; West Wrightwood Avenue; a line from a point 125 feet west of North Clark Street along the north line of West Wrightwood Avenue, to a point 51.8 feet west of North Clark Street along the south line of the alley next north of West Wrightwood; the south line of the alley next north of West Wrightwood Avenue or the line thereof if extended where no alley exists; a line 89 feet west of North Clark Street; a line 180 feet south of West Drummond Place; the alley next west of the alley next west of and parallel to North Clark Street or the line thereof if extended where no alley exists; the alley next north of West Drummond Place; a line 49 feet east of the alley next east of and parallel to North Orchard Street; West Drummond Place; the alley next east of and parallel to North Orchard Street; West Schubert Avenue; a line 212 feet east of North Orchard Street; a line 180 feet west of Diversey Parkway; a line 112 feet east of North Orchard Street; the alley next south of and parallel to West Diversey Parkway; and North Orchard Street.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 107 proposed claims against the City of Chicago for the claimants named, as noted respectively, which were *Referred to the Committee on Claims and Liabilities*, as follows:

Alderman	Claimant
ROTI (1st Ward)	Dearborn Park Unit One Townhome Condominium Association;
	899 South Plymouth Court Condominium Association;
EVANS (4th Ward)	Pruitt Condominium Association;
	Hyde Park Courtway Condominium;
	1310-1312 East 54th Street Condominiums;
BLOOM (5th Ward)	5411-5415 Hyde Park Building Corporation;

Alderman

Claimant

6700 South Crandon Condominium
Association;

5485-5489 Cornell Avenue
Condominium Association;

1400-1412 East 56th Street
Condominium Association;

5434-5436 Hyde Park Condominium;

5458-5460 Hyde Park Condominium
Association;

SAWYER (6th Ward)

8135-8137 South Prairie Condominium
Association;

HUMES (8th Ward)

7901 Ellis Condominium Association;

8210-8216 South Jeffery Condominium
Association;

MADRZYK (13th Ward)

Midway Condominium Association;

KRYSTYNIAK (23rd Ward)

Melvina Trace Condominium;

6438 West 64th Place Corporation;

6700 West 64th Place Association;

Wimbledon Courts Number 3;

Aherlow Condominium Association;

Ed Sokal;

D. DAVIS (29th Ward)

Mary Lott;

Mason Manor Condominium;

Pine Condominium;

MELL (33rd Ward)

2840-2842 North Francisco Cooperative
Corporation;

Alderman

KOTLARZ (35th Ward)

BANKS (36th Ward)

CULLERTON (38th Ward)

LAURINO (39th Ward)

PUCINSKI (41st Ward)

Claimant

A.B. Sharp;

Giridher Reddy;

3938 North Keeler Condominium
Association;

Anthony R. Pilas;

Galewood North Condominium;

2147 North Harlem Condominium
Association;

2143 North Harlem Condominium
Association;

Addison Manor Condominium
Association;

Olcott Vista Condominium Association;

Neenah Manor Condominium
Association;

Oakfield North Condominium
Association;

Maryville Condominium Owners
Association;

Irene Tumbarello;

Jefferson House Condominium
Association;

Addison Heritage Condominium
Association;

Addison Manor Condominium;

Bryn Mawr Terrace Condominium;

Northwest Point North Condominium
Association;

Alderman

Claimant

Friendly Village Number Three
Condominium Association;

Birch Tree Manor Number Five
Condominium Association;

Innisbrook Number Five
Condominium Association;

Glenmont Court Condominium
Association;

5241 North East River Road
Condominium Association;

Raven Place Condominium
Association;

Mansard House Condominium;

5223 North East River Road
Condominium Association;

Niagra North Condominium
Association;

Edison Parker 2 Condominium
Association;

Caldwell Woods Condominium
Association;

8435-8439 Bryn Mawr Condominium
Association;

Lexington House Condominium
Association;

Parkway Circle Condominium
Association;

Pueblo Commons Condominium
Association;

NATARUS (42nd Ward)

Carlyle Apartments Homeowners
Association;

Alderman

Claimant

175 East Delaware Place Homeowners
Association;

Burton Place Condominium Association;

Dearborn Terrace Condominium
Association;

The Tower Condominium Association;

76-82 East Elm Condominium
Association;

222 East Chestnut Condominium
Association;

OBERMAN (43rd Ward)

1350 North Astor Cooperative
Apartments, Incorporated;

1335 North Astor Cooperative
Apartments, Incorporated;

1448 North Lake Shore Drive Building
Corporation;

2650 Lakeview Condominium
Association;

2500 Lakeview Condominium
Association;

1550 Condominium Association;

2110-2112 Hudson Corporation;

Astor Terrace Condominium;

2800 Lake Shore Drive Condominium
Association;

Orwood Condominium Association;

2007 North Sedgwick Condominium
Association;

Alderman

Claimant

1555 Astor Condominium;

Ambassador House Condominiums;

Sheffield Lofts Condominium
Association;2144 Lincoln Park West Condominiums
Homeowners Association;2333 North Geneva Terrace
Condominium Association;

714-716 Webster Condominium;

MC LAUGHLIN (45th Ward)4850-52-54 North Linder Condominium
Building;Keystone Gardens Condominium
Association;*ORBACH* (46th Ward)4343 Clarendon Condominium
Association;743-755 West Brompton Condominium
Association;3741-3755 North Pine Grove
Condominium Association;

Augusta Condominium Association;

3700-3720 North Lake Shore Drive
Condominium Association;663 West Grace Condominium
Association;720 Gordon Terrace Condominium
Association;700 Bittersweet Condominium
Association;Lake Park Plaza Condominium
Association;

Alderman

Claimant

Pattington Condominium Association;

714-726 Buena Condominium
Association;

Boardwalk Condominium Association;

Patterson-Pine Grove Condominium
Association;

4310-4322 Clarendon Condominium
Association;

SCHUTLER (47th Ward)

Ainslie Terrace Condominium
Association;

VOLINI (48th Ward)

1465-1467 Catalpa Condominium
Association;

900 West Ainslie Condominium
Association;

Shore Manor Condominium;

5455 Edgewater Plaza Condominium
Association;

941 West Winona Condominium
Association;

El Lago Condominium Association;

Hollywood Towers Condominium
Association;

Sheridan Shores Condominium
Association;

The Statesman;

ORR (49th Ward)

Stratford House on the Lake,
Incorporated;

Chaseland Condominium Association;

Alderman

Claimant

Lifestyle II Condominium Association;

Fargo-Hoyne Condominium Association;

1134-1136 West Farwell Condominium
Association;

Greenleaf Apartment Building
Corporation;

Greenleaf Court Condominium
Association;

1634-1636 Greenleaf Condominium
Association;

Greenview Condominium Association;

Kenmore Condominium Association,
Incorporated;

Riviera Condominium;

Wisteria Lodge Condominium
Association;

6425-6427 North Newgard
Condominium Association;

1107-1109 West Northshore
Condominium Association;

7401 North Sheridan Condominium
Association;

Sheridan East Incorporated;

STONE (50th Ward)

7516 Ridge Building Corporation;

Casa Bonita Condominium Association;

Chesterfield on Touhy Condominium
Association;

6248-6250 North Washtenaw
Condominium Association;

Alderman

Claimant

Park Gables Apartment Homes,
Incorporated;

Park Castle Condominium Association;

Granville Courts Condominium East;

Francisco/Rosemont Condominium
Association.

4. UNCLASSIFIED MATTERS

(Arranged in Order According to Ward Numbers).

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented by

ALDERMAN ROTI (1st Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 139 feet of the east-west 16-foot public alley in the block bounded by West Roosevelt Road, vacated West Washburne Avenue, South Laflin Street, and South Loomis Street for McDonald's Corporation (No. 20-1-86-1030); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a permit to Michael Stuart's of Chicago, Ltd. for the construction, maintenance and use of a canopy attached to the building or structure at 200 West Adams Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- CERTAIN PROPERTY APPROVED AS APPROPRIATE
FOR COOK COUNTY INCENTIVE ABATEMENT PURPOSES.

Also, a proposed resolution to approve the properties located at 1359 South Damen Avenue and 2011 West Hastings Street as appropriate under the Cook County Real Property Assessment Classification ordinance, Class 6b, for incentive abatement, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN BLOOM (5th Ward):

Referred -- AMENDMENT OF CHICAGO MUNICIPAL CODE
CHAPTER 127 CONCERNING REQUIREMENT OF
POSTING CHEMICAL CONTENT IN
GASOLINE.

A proposed ordinance to amend Chapter 127 of the Chicago Municipal Code, specifically Section 127-7, concerning the proposed requirement of the posting of the chemical content in gasoline sold by filling stations, which was *Referred to the Committee on Human Rights and Consumer Protection*.

Presented by

ALDERMAN SAWYER (6th Ward):

Referred -- DESIGNATION OF PORTION OF SOUTH DR. MARTIN
LUTHER KING JR. DRIVE AS "BOULEVARD".

A proposed order to designate South Dr. Martin Luther King Jr. Drive, from East 95th Street to East 103rd Street, as a "Boulevard", which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

HONOR ACCORDED TO FIFTH POLICE DISTRICT COMMANDER
SEBORN E. BLACKBURN FOR HIS PUBLIC SERVICE.

A proposed resolution reading as follows:

WHEREAS, Commander Seborn E. Blackburn of the 5th Police District has become one of the most respected and honored public servants in the City of Chicago; and

WHEREAS, After many years distinguishing himself in virtually every facet of police work, Commander Blackburn came to the 5th District in December, 1983; and

WHEREAS, In just two years, District Commander Blackburn has instituted many programs which have been beneficial to countless citizens in Chicago's grateful Southwest Side community; he has updated ethnic representation among the ranks under his jurisdiction; he has revamped the Tactical Unit to an unprecedented level of excellence; he instituted an expanded program of school and school area security, and he enlarged the foot-walking patrols. Above all, he has made himself visible and accessible to all citizens in the community and elsewhere; and

WHEREAS, A police officer since 1954, Blackburn began as a patrolman, working his way up to Sergeant, Supervising Sergeant and Watch Commander, Lieutenant, Department Inspector, Captain and most recently District Commander. He brings to his post an outstanding ability nurtured in the U.S. Navy in the 40's and developed over many years of dedication to police work and to the public welfare; and

WHEREAS, An outstanding family man, Commander Blackburn and his wife have two children and three grandchildren and represent the solidity and continuity of family life in which the leaders of this great City place great hopes for the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of January, 1986, A.D., do hereby pay tribute to Fifth Police District Commander Seborn E. Blackburn for his outstanding dedication to principle, for his many contributions to the public safety and welfare, and for his surpassing example as a public servant. We also extend to this great citizen our highest hopes for continued success and for all happiness and prosperity in the future.

Alderman Hutchinson 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 Hutchinson, the foregoing proposed resolution was *Adopted*, unanimously.

HONOR ACCORDED TO TWENTIETH SCHOOL DISTRICT SUPERINTENDENT
MARJORIE B. BRANCH ON RECEIVING "MURIEL B. JONES
OUTSTANDING EDUCATOR OF THE YEAR" AWARD.

Also, a proposed resolution reading as follows:

WHEREAS, Marjorie B. Branch, Superintendent of Chicago's 20th School District, has received the Muriel B. Jones Outstanding Educator of the Year Award; and

WHEREAS, Marjorie B. Branch is in the midst of a long and distinguished career as a teacher and educational administrator. Her professional career has placed her in the classroom, in the office of school principal, as a consultant to various educational committees, and currently as an administrator in one of this nation's largest and most complex school systems; and

WHEREAS, A native of Chicago, Ms. Branch is a graduate of Betsy Ross Elementary School, Englewood High School, Wheaton College (B.A.) and the University of Chicago (M.A.). Her experience and ability have been recognized and awarded on several occasions; in 1985, she was an Honoree of Alpha Gamma Pi Sorority; and

WHEREAS, The teaching profession is one of the most important in our society, and an excellent teacher is by definition an excellent citizen; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th Day of January, 1986, A.D., do hereby express our heartiest congratulations to Marjorie B. Branch, Superintendent of the 20th School District, for having received the Muriel B. Jones Outstanding Educator of the Year Award, and that we extend to this outstanding citizen our very best wishes for many more years of happiness and success.

Be It Further Resolved, That a suitable copy of this resolution be presented to Marjorie B. Branch.

Alderman Hutchinson 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 Hutchinson, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- PROPOSED ENGINEERING STUDY REGARDING
"STREETSCAPE PROGRAM" ON PORTION OF
SOUTH MICHIGAN AVENUE.

Also, a proposed resolution calling for an engineering study to consider the implementation of a "Streetscape Program" from 11501 to 11595 South Michigan Avenue, which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN HUELS (11th Ward):

DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of the east 181 feet of the east-west 18-foot public alley in the block bounded by West 36th Street, West 37th Street, South Morgan Street, and South Sangamon Street for Exchange National Bank of Chicago, Trust No. 21038, (No. 32-11-86-1032); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Huels, the foregoing proposed order was *Passed*.

Referred -- PROPOSED RENAMING OF PORTION OF SOUTH
SHIELDS AVENUE AS "BILL VEECK DRIVE".

Also, a proposed order authorizing and directing the Commissioner of Public Works to designate that portion of South Shields Avenue from West 33rd Street to West 35th Street as "Bill Veeck Drive", which was *Referred to the Committee on Traffic Control and Safety*.

CONGRATULATIONS EXTENDED TO MR. AND MRS. THOMAS
PLATT ON OCCASION OF THEIR SILVER WEDDING
ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, Thomas and Rose Marie Platt were joined in marriage on February 4, 1961 at St. Gabriel's Church in Canaryville; and

WHEREAS, Thomas, the son of the late Thomas and Ann Platt, and Rose Marie the daughter of Francis and Mary Bergdoll, currently reside on 43rd Place and Wallace Street, located in the great 11th Ward of the City of Chicago; and

WHEREAS, Thomas Platt has been employed for almost 20 years by the Chicago Fire Department and Rose Marie Platt has been employed by the Seneca Petroleum Company for 10 years; and

WHEREAS, Thomas and Rose Marie Platt are the proud parents of five children: Thomas, James, Patrick, Kathleen, and Kevin; and

WHEREAS, Mr. and Mrs. Platt have exemplified the warmth and sense of mutual accomplishments that are key factors in 25 years of marriage; and

WHEREAS, Mr. and Mrs. Thomas Platt will be honored by their children at a surprise party that will be held on February 1, 1986; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered on this 30th day of January in 1986, do hereby extend our heartiest congratulations to Mr. and Mrs. Thomas Platt on their Silver Anniversary, with warmest wishes for many more years of wedded bliss; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Mr. and Mrs. Thomas Platt.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO COACH ACE ROWLAND ON
INDUCTION INTO ST. GABRIEL ATHLETIC ASSOCIATION
HALL OF FAME.

Also, a proposed resolution reading as follows:

WHEREAS, Coach Ace Rowland will be the first inductee to the St. Gabriel's Athletic Association Hall of Fame on February 28, 1986; and

WHEREAS, Coach Ace Rowland has had an illustrious career with the St. Gabriel Athletic Association, coaching various athletic teams for many years; and

WHEREAS, Coach Ace Rowland had coached several successful football teams for St. Gabriel, as well as Little League and Track teams from 1968 through 1985; and

WHEREAS, He has been a total success due to the tremendous support of his wife, Debbie; his children, Dwayne, Mark, Andrea and Lisa; and his many family members friends, and members of the St. Gabriel Athletic Association; and

WHEREAS, Coach Ace Rowland will be honored by the St. Gabriel Athletic Association at its first Hall of Fame Dinner Dance, where his many contributions and accomplishments will be highlighted; now, therefore,

Be It Resolved, That we, the Mayor and the Members of the City Council of the City of Chicago, gathered on this 28th day of January in 1986, do hereby extend our heartiest congratulations to Coach Ace Rowland on being inducted into the St. Gabriel Athletic

Association Hall of Fame, and that we extend our sincere best wishes to him on all of his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Coach Ace Rowland for the dinner dance that will be held on February 28, 1986.

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

On motion of Alderman Huels, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN LANGFORD (16th Ward):

**DRAFTING OF ORDINANCE DIRECTED FOR VACATION OF
SPECIFIED PUBLIC ALLEY.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby directed to prepare an ordinance for the vacation of all of the east-west 16-foot public alley in the area bounded by the Englewood Connecting Railroad, West 59th Street, South Throop Street, and South Elizabeth Street for Balter Packing Company (No. 17- 16-86-1029); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

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

On motion of Alderman Langford, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN STREETER (17th Ward):

***Referred* -- PAYMENT OF SPECIAL POLICE LICENSE FEE
BY FAITH TEMPLE CHURCH OF GOD IN CHRIST IN
COMPLIANCE WITH CHICAGO MUNICIPAL CODE.**

A proposed ordinance requiring Faith Temple Church of God in Christ to pay a ten dollar license fee for the special police employed therein, pursuant to Chapter 173, Section 173-6 of the Chicago Municipal Code, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN SHEAHAN (19th Ward):

**WELCOME EXTENDED TO MASTER JOHN NICHOLAS COLBY
ON ARRIVAL TO 19TH WARD.**

A proposed resolution reading as follows:

WHEREAS, John and Linda Colby of 10544 South Oakley are residents of the 19th Ward; and

WHEREAS, John and Linda Colby became the proud parents of a baby boy; and

WHEREAS, John Nicholas Colby became a 19th Ward resident January 30, 1986 at 4:33 A.M.; and

WHEREAS, John Nicholas Colby was born at Christ Hospital weighing in at 8 pounds and 11 ounces; and

WHEREAS, John Colby is the grandson of Elaine and John Colby and Mary and Nicholas Gluchman; now, therefore,

Be It Resolved, That we the Mayor and members of the City Council, gathered here this 30th day of January 1986, A.D., do hereby welcome the arrival of John Nicholas Colby to the 19th Ward.

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

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

**ALDERMAN SHEAHAN (19th Ward) and
ALDERMAN KELLAM (18th Ward):**

**TRIBUTE TO LATE FIREFIGHTER LIEUTENANT
EDMOND P. COGLIANESE.**

A proposed resolution reading as follows:

WHEREAS, Lieutenant Edmond P. Coglianese a fourteen year veteran of the Chicago Fire Department, assigned to Engine Company 98 made the ultimate sacrifice in his service to his fellow man on January 26, 1986; and

WHEREAS, Lieutenant Edmond Coglianese, without regard for his own physical well-being, rescued two elderly residents who had been stranded on the third floor of the Near North Side residential hotel; and

WHEREAS, Lieutenant Edmond Coglianese was trapped by flames when he returned to the third floor of the burning hotel to search for other victims; and

WHEREAS, Lieutenant Edmond Coglianese lost his life performing his duties in the highest tradition of the Chicago Fire Department; and

WHEREAS, Lieutenant Edmond Coglianese, age 42, is survived by his wife Eileen, two children, a daughter Allyson, a son Matthew, his parents, his brothers and a sister and mourned by his comrades and the people of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 30th day of January, 1986, A.D., do hereby extend our deepest sympathy to his family and wish to let them know that the people of Chicago will remember Lieutenant Edmond Coglianese as one of our dedicated and unselfish heroes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and forwarded to his family.

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

On motion of Alderman Sheahan, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN KELLEY (20th Ward):

Referred -- INSTALLATION OF ALLEY LIGHT AT 6733
SOUTH CHICAGO AVENUE.

A proposed order authorizing and directing the Commissioner of Public Works to give consideration to the installation of an alley light in rear of premises at 6733 South Chicago Avenue, which was *Referred to the Committee on Finance*.

Presented by

ALDERMAN KRYSTYNIAK (23rd Ward) and OTHERS:

Referred -- AMENDMENT OF CHAPTERS 11 AND 12 OF CHICAGO
MUNICIPAL CODE CONCERNING MEMORIAL PROCEDURE
FOR FALLEN POLICE OFFICERS AND FIREFIGHTERS.

A proposed ordinance, presented by Aldermen Krystyniak, Majerczyk, Stemberk, Kellam, Banks, Bloom, Sheahan, Hansen and Pucinski, to amend Chapters 11 and 12 of the Chicago Municipal Code by adding, in proper numerical sequence, new sections to be known as Section 11-41 and 12-15.1 creating memorial procedures for Police Officers and Firefighters who lose their life in the line of duty, which was *Referred to the Committee on Police and Fire*.

Presented by

ALDERMAN MARZULLO (25th Ward):

**BUILDINGS DECLARED PUBLIC NUISANCES AND
ORDERED DEMOLISHED.**

A proposed ordinance reading as follows:

WHEREAS, The buildings at the following locations, to wit:

1730 South Desplaines Street,
1819 South Ruble Street, and
1613 South Miller Street,

are so deteriorated and weakened that each is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The buildings at the following locations, to wit:

1730 South Desplaines Street,
1819 South Ruble Street, and
1613 South Miller Street,

are declared public nuisances, and the Commissioner of Inspectional Services is authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

REPEAL ORDINANCE FOR DEMOLITION OF BUILDING AT
1657 SOUTH MILLER STREET.

Also, a proposed ordinance reading as follows:

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

SECTION 1. That an ordinance passed by the City Council on January 16, 1986, printed on pages 26360-26361 of the Journal of the Proceedings of said date, authorizing and directing the Commissioner of Inspectional Services to cause demolition of a building located at 1657 South Miller Street, which was declared a public nuisance, be and the same is hereby repealed.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 48.

Nays -- None.

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

Presented by

ALDERMAN HAGOPIAN (30th Ward):

*Referred -- REQUEST TO ALLOW "EXIT" INTO SPECIFIED ALLEY
ADJACENT BELMONT COMMUNITY HOSPITAL.*

A proposed order authorizing and directing the Commissioner of Public Works to permit an "exit" into the alley for Belmont Community Hospital's emergency room driveway at 4024-4030 West Melrose Street, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN KOTLARZ (35th Ward):

*Referred -- ISSUANCE OF PERMIT FOR CONSTRUCTION AND
MAINTENANCE OF CANOPY AT SPECIFIED LOCATION.*

A proposed order for the issuance of a permit to New Process Baking Company for the construction, maintenance and use of a canopy attached to the building or structure at 3230 North Milwaukee Avenue, which was *Referred to the Committee on Streets and Alleys.*

Presented by

ALDERMAN BANKS (36th Ward):

HONOR EXTENDED TO CHICAGO POLICE DISTRICT COMMANDER
WILLIAM L. OLSEN ON OCCASION OF HIS
RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Commander William L. Olsen of the 25th Chicago Police District will retire April 1, 1986, after 30 years of dedicated service to the people of the City of Chicago; and

WHEREAS, Commander Olsen began his outstanding career as a patrolman and worked himself up through the ranks until he became the northwest side district's highest ranking officer; and

WHEREAS, Commander Olsen's professionalism and commitment to duty have earned him city-wide respect. He has received 39 honorable mentions, and the department is holding some 150 letters in praise of service he provided the grateful northwest side community; and

WHEREAS, Commander William L. Olsen represents the highest standard of public servant in whom the leaders and citizens of our great City place so much trust and pride; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of January, 1986, A.D., do hereby offer our gratitude and congratulations to 25th Police District Commander William L. Olsen on the occasion of his retirement, and that we extend to this outstanding citizen our very best wishes for happiness and prosperity in the future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Commander William L. Olsen.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO BOY SCOUTS OF AMERICA
ORGANIZATION FOR SEVENTY-SIX YEARS OF
COMMUNITY SERVICE.

Also, a proposed resolution reading as follows:

WHEREAS, 1986 marks the 76th Anniversary of the Boy Scouts of America; and

WHEREAS, The Boy Scouts of America has continuously served the youth of our great nation since 1910, membership from its inception numbering some 70 million; and

WHEREAS, Scouting has been made available to all youth regardless of race, religion or socio-economic status, and they are taught the highest principals of character, citizenship, fitness and community spirit; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 30th day of January, 1986, A.D. do hereby offer our congratulations to the Boy Scouts of America on 76 years of dedicated and highly beneficial service throughout these great United States, and that we also commend those community groups which provide volunteer adult leaders who make it possible for the scouting program to bring its proven benefits to millions of youths in which each generation places its trust and hopes; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Boy Scouts of America.

Alderman Banks 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 Banks, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN DAMATO (37th WARD):

Referred -- APPROVAL GIVEN CERTAIN PROPERTY FOR CLASS
6(b) TAX INCENTIVES.

A proposed ordinance approving classification of property at 901 North Kilpatrick Avenue as Class 6(b) pursuant to the Cook County Property Classification Ordinance and thereby authorizing real estate tax incentives which was *Referred to the Committee on Economic Development*.

Presented by

ALDERMAN NATARUS (42nd Ward):

BUILDING DECLARED PUBLIC NUISANCE AND ORDERED
DEMOLISHED.

A proposed ordinance reading as follows:

WHEREAS, The building located at 111 West Division Street, Mark Twain Hotel, fire-gutted, is so deteriorated and weakened that it is structurally unsafe and a menace to life and property in its vicinity; now, therefore,

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

SECTION 1. The building located at 111 West Division Street, Mark Twain Hotel, fire-gutted, is declared a public nuisance, and the Commissioner of Inspectional Services is hereby authorized and directed to cause demolition of same.

SECTION 2. This ordinance shall be effective upon its passage.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

AMENDMENT OF CHAPTER 27 OF CHICAGO MUNICIPAL
CODE PROHIBITING HORSE DRAWN CARRIAGES ON
PORTION OF EAST LAKE SHORE DRIVE.

Also, a proposed ordinance to amend Chapter 27, Section 27-3, Paragraph 279.2 of the Chicago Municipal Code prohibiting horse drawn carriages on East Lake Shore Drive from North Michigan Avenue to North Lake Shore Drive, which was *Referred to the Committee on License*.

Referred -- PERMISSION GRANTED TO AMERICAN SOCIETY
OF ARTISTS, INCORPORATED TO CONDUCT WATER
TOWER ART AND CRAFT FESTIVAL AT
SPECIFIED LOCATIONS.

Also, a proposed order requesting the Commissioner of Public Works to grant permission to the American Society of Artists, Incorporated to conduct the Water Tower Art and Craft Festival for the period of June 28 through June 29, 1986, which was *Referred to the Committee on Beautification and Recreation*, as follows:

On the north side of East Chicago Avenue from a point fifty feet east of North Michigan Avenue to North Lake Shore Drive;

On the south side of East Chicago Avenue from the first alley east of North Michigan Avenue to North Lake Shore Drive;

On the south side of East Pearson Street from the entrance to the Water Tower Building to North Seneca Street; and

On North Seneca Street from East Chicago Avenue to East Pearson Street.

Presented by

ALDERMAN HANSEN (44th Ward) and OTHERS:

Referred -- AMENDMENT OF CHAPTER 194A OF CHICAGO
MUNICIPAL CODE CONCERNING CLASSIFICATION OF
PARKING FACILITIES.

A proposed ordinance, presented by Aldermen Hansen, Orbach and Huels, to amend Chapter 194A by adding additional language thereto concerning the classification of public parking facilities, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

CONGRATULATIONS EXTENDED CHICAGO POLICE OFFICER
CHARLES M. PEPP ON OCCASION OF HIS
RETIREMENT.

A proposed resolution reading as follows:

WHEREAS, Charles M. Pepp joined the Chicago Police Department in 1955 and achieved the rank of Captain and Deputy Chief of Patrol of the Chicago Police Department; and

WHEREAS, Charles M. Pepp always performed his duties as a Chicago Police Officer in a diligent and professional manner; and

WHEREAS, In addition to his public service as a Chicago Police Officer, Charles M. Pepp served our country as a member of the United States Army during World War II; and

WHEREAS, In addition to his outstanding professional service as a police officer, Charles M. Pepp has served as a member of various associations promoting the interests of law enforcement officers and public safety; and

WHEREAS, As a result of his meritorious public service, Charles M. Pepp has received numerous awards and commendations from the Chicago Police Department; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, in meeting assembled this 30th day of January, 1986 do hereby extend to Charles M. Pepp our congratulations and heartfelt thanks upon his retirement after more than 30 years on the Chicago Police Department and our best wishes for his success in his new endeavors; and

Be It Further Resolved, That this resolution be spread upon the permanent record of proceedings of the City of Chicago as a lasting tribute and suitable copy be presented to Charles M. Pepp.

Alderman McLaughlin 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 McLaughlin, the foregoing proposed resolution was *Adopted* unanimously.

CONGRATULATIONS EXTENDED TO BRIAN GUILLEMETTE
ON ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Brian Guillemette a member of Boy Scout Troop 953, has just earned the Eagle Badge, the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Brian Guillemette, a resident of Chicago's great northwest side, maintains an excellent status in school; and

WHEREAS, Brian Guillemette, has been a positive influence with his associates and in the Community. He represents the best in youth of our great City, of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of January, 1986, A. D., do hereby offer our congratulations to Brian Guillemette on achieving the status of Eagle Scout, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Brian Guillemette.

Alderman McLaughlin 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 McLaughlin, the foregoing proposed resolution was *Adopted*, unanimously.

CONGRATULATIONS EXTENDED TO KURT OVIST ON
ACHIEVING RANK OF EAGLE SCOUT.

Also, a proposed resolution reading as follows:

WHEREAS, Kurt Ovist a member of Boy Scout Troop 953, has just earned the Eagle Badge, the highest award that can be earned in the Boy Scouts of America; and

WHEREAS, Kurt Ovist, a resident of Chicago's great northwest side, maintains an excellent status in school; and

WHEREAS, Kurt Ovist, has been a positive influence with his associates and in the Community. He represents the best in youth of our great City, of which its leaders are so justly proud; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 30th day of January, 1986, A. D., do hereby offer our congratulations to Kurt Ovist on achieving the status of Eagle Scout, as well as our best wishes to this fine young citizen for a bright, happy, prosperous future: and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eagle Scout Kurt Ovist.

Alderman McLaughlin 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 McLaughlin, the foregoing proposed resolution was *Adopted*, unanimously.

Referred -- ISSUANCE OF PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT SPECIFIED LOCATION.

Also, a proposed order for the issuance of a sign permit to Doyle Signs, Incorporated, to erect a sign/signboard at 4700 North Milwaukee Avenue for Jefferson Park Plaza, which was *Referred to the Committee on Zoning*.

Referred -- ESTABLISHMENT OF SPECIAL CITY COUNCIL
INVESTIGATORY COMMITTEE TO EXAMINE ACTIONS
OF CERTAIN CITY OFFICIALS.

Also, a proposed resolution to establish a special City Council committee to be known as the "Committee on Special Investigations" for purposes of examining corruption by City officials.

Alderman McLaughlin moved to *Suspend the Rules Temporarily* to permit immediate consideration of and action upon the foregoing proposed resolution. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Madrzyk, Burke, Kellam, Stemberk, Krystyniak, Nardulli, Hagopian, Mell, Banks, Cullerton, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schuler -- 16.

Nays -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Humes, Langford, Streeter, Kelley, Henry, W. Davis, Smith, Natarus, Oberman, Volini, Orr -- 16.

Thereupon, two committees having been called, the Committee on Committees and Rules and the Committee on Finance said proposed resolution was *Referred to the Committee on Committees and Rules.*

Presented by

ALDERMAN ORBACH (46th Ward) and OTHERS:

Referred -- AMENDMENT OF CHAPTER 156 OF CHICAGO
MUNICIPAL CODE CONCERNING CLASSIFICATION OF
PUBLIC GARAGES.

A proposed ordinance, presented by Aldermen Orbach, Hansen and Huels, to amend Chapter 156, Section 156-17 of the Chicago Municipal Code by inserting additional language thereto in reference to Class III public parking facilities, which was *Referred to the Committee on License.*

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- APPROVAL OF PLAT OF CITY HOMES RESUBDIVISION
ON PORTION OF SPECIFIED PUBLIC WAY.

A proposed ordinance authorizing and directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions to approve a plat of City Homes Resubdivision on the south side of West Wilson Avenue and having a frontage of 192.4 feet as measured south along the east side of North Hermitage Avenue and having a frontage of 292.4 feet as measured south along the west side of North Paulina Street, which was *Referred to the Committee on Streets and Alleys.*

Referred -- COMMITTEE ON FINANCE REQUESTED TO COMPENSATE
LANE TECHNICAL HIGH SCHOOL FOR DAMAGES INCURRED
DURING CHICAGO BEARS VICTORY PARADE.

Also, a proposed order requesting the Committee on Finance to consider compensating the Lane Technical High School Band for damages incurred during the City-sponsored Chicago Bears victory parade, which was *Referred to the Committee on Finance.*

Presented by

ALDERMAN VOLINI (48h Ward) and OTHERS:

CHICAGO TRANSIT AUTHORITY URGED TO RETAIN SPECIAL
TRANSFER FOR SENIOR CITIZENS AND DISABLED
RIDERS.

A proposed resolution, presented by Aldermen Volini, Kellam, Sawyer, Langford, Krystyniak, Mell, Banks, Cullerton, Humes, Hansen, Stone, Majerczyk and Natarus, reading as follows:

WHEREAS, Senior citizens and persons with disabilities use the Chicago Transit Authority to go to work, go to school, attend social events and handle their personal affairs; and

WHEREAS, The escalating cost of public transportation has curtailed the activities of senior/disabled riders; and

WHEREAS, Since 1983, senior/disabled riders have been permitted to purchase a special transfer on weekdays from 9:00 A.M. to 3:00 P.M. allowing unlimited riding in any direction for two hours; and

WHEREAS, As of February 9, 1986, the Chicago Transit Authority has regulated that all riders would have a two hour transfer, but another use on the route of issue would not be permitted prohibiting round-trips and stop-overs; now, therefore,

Be It Resolved, That the Chicago City Council Memorialized the Chicago Transit Authority to give consideration to retaining the special transfer for senior/disabled riders and to allowing unlimited riding in any direction for two hours.

Alderman Volini 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 Volini, the foregoing proposed resolution was *Adopted*, unanimously.

Presented by

ALDERMAN STONE (50th Ward):

Referred -- ISSUANCE OF NECESSARY PERMITS FOR CONDUCT
OF "AROUND THE WORLD CHICAGO" INTERNATIONAL
FAIR AT SPECIFIED LOCATION.

A proposed ordinance authorizing the Commissioner of Public Works to issue the necessary permits to the Northtown Chamber of Commerce to conduct an "Around the World Chicago" international fair on West Devon Avenue from North Western Avenue to North California Avenue, for the period from June 28 to June 29, 1986, which was *Referred to the Committee on Beautification and Recreation*.

**5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF
WARRANTS FOR COLLECTION, AND WATER RATE EXEMPTIONS, ETC.**

Proposed ordinances, orders, etc. described below, were presented by the aldermen named, and were *Referred to the Committee on Finance*, as follows:

FREE PERMITS:

BY ALDERMAN ROTI (1st Ward):

Art Institute of Chicago -- for construction of a new South Building and remodeling of 2nd floor galleries and skylights on the premises known as S. Michigan Avenue at E. Adams Street.

Cook County Hospital, 1835 W. Harrison Street -- for Medical Records Alterations at the Fantus Clinic on the premises known as 1901 W. Harrison Street.

BY ALDERMAN O'CONNOR (40th Ward):

St. Phillip Evangelical Lutheran Church -- for remodeling of existing building on the premises known as 2444 W. Bryn Mawr Avenue.

BY ALDERMAN OBERMAN (43rd Ward):

DePaul University -- for rehabilitating the premises known as 2215-17 N. Sheffield Avenue.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital -- for remodeling and removing of partitions and windows by the Comstock Construction Co., 7855 Gross Point Road -- Skokie, Illinois, on the premises known as 2900 N. Lake Shore Drive.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN BLOOM (5th Ward):

South Shore Bible Baptist Day Care Center, 7159 S. Cornell Avenue.

BY ALDERMAN W. DAVIS (27th Ward):

Beacon Neighborhood House, 1440 S. Ashland Avenue.

BY ALDERMAN NATARUS (42nd Ward):

Henrotin Hospital, 111 W. Oak Street.

BY ALDERMAN OBERMAN (43rd Ward):

Columbus Hospital, 2520 N. Lakeview Avenue.

BY ALDERMAN STONE (50th Ward):

Northwest Suburban Aid for the Retarded Thrift Shop, 7710 W. Touhy Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN ROTI (1st Ward):

Franciscan Fathers/St. Peter's Church, 108 W. Madison Street -- elevator inspection.

Latin American Committee/Archdiocese of Chicago, 1304 S. Wabash Avenue -- boiler inspection.

BY ALDERMAN EVANS (4th Ward):

Lutheran School of Theology, 1100 E. 55th Street -- elevator inspection.

BY ALDERMAN BLOOM (5th Ward):

The University of Chicago, sundry locations -- building, boiler, elevator and refrigeration inspections (4).

Vivekananda Vedanta Society, 5423 S. Hyde Park Boulevard -- boiler and fuel burning inspection.

BY ALDERMAN HUELS (11th Ward):

Nativity of Our Lord Church, 653 W. 37th Street -- elevator inspection.

BY ALDERMAN MAJERCZYK (12th Ward):

Misericordia Home, 2916 W. 47th Street -- boiler inspections.

BY ALDERMAN SHEAHAN (19th Ward):

Washington and Jane Smith Home, 2340 W. 113th Place -- boiler and fuel burning inspection.

BY ALDERMAN HENRY (24th Ward):

Sears Y.M.C.A., 3210 W. Arthington Avenue -- boiler, building and driveway inspections (3).

BY ALDERMAN MARZULLO (25th Ward):

Saint Anthony Hospital, 2875 W. 19th Street -- boiler and elevator inspections (2).

Schwab Rehabilitation Center, 1417 S. California Avenue -- boiler/fuel burning equipment and unfired pressure vessel and elevator inspections (2).

BY ALDERMAN NARDULLI (26th Ward):

Northwestern University Settlement House, 1400 W. Augusta Boulevard -- elevator inspection.

BY ALDERMAN W. DAVIS (27th Ward):

Basilica of Our Lady of Sorrows, 3121 W. Jackson Boulevard -- elevator inspection.

Pentacostal Garden of Prayer Church, 1907 West Washington Boulevard -- building inspection.

BY ALDERMAN HAGOPIAN (30th Ward):

St. Joseph Home for the Aged, 2650 North Ridgeway Avenue -- elevator inspection.

BY ALDERMAN MELL (33rd Ward):

Saint Sylvester Church, 2157 North Humboldt Boulevard -- elevator inspections.

BY ALDERMAN KOTLARZ (35th Ward):

Polish American Congress, 5844 North Milwaukee Avenue -- boiler and fuel burning inspection.

BY ALDERMAN O'CONNOR (40th Ward):

Edgewater Hospital, 5700 North Ashland Avenue -- canopy and revolving door inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 West Talcott Avenue -- boiler and fuel burning inspection.

BY ALDERMAN NATARUS (42nd Ward):

Archdiocese of Chicago, 155 East Superior Street -- building inspection.

Northwestern Memorial Hospital Streeterville Corporation, 244 East Pearson Street -- boiler inspections.

Scholl College of Podiatric Medicine, 1001 North Dearborn Street -- boiler inspections.

BY ALDERMAN OBERMAN (43rd Ward):

Augustana Hospital, sundry locations -- boiler, elevator and underground water pipe inspections (4).

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital, 2900 North Lake Shore Drive -- canopy and revolving door inspections.

The Ephpheta Center and Hearing Conservation, 320 West Wellington Avenue -- boiler and fuel burning inspection.

BY ALDERMAN SCHULTER (47th Ward):

St. Benedict Church, 2215 West Irving Park Road -- elevator inspections.

BY ALDERMAN VOLINI (48th Ward):

Self Help Home for the Aged, 908 West Argyle Street -- boiler and fuel burning inspection.

BY ALDERMAN STONE (50th Ward):

Hannah Sachs Girls School, 3021 West Devon Avenue -- boiler and fuel burning inspection.

WATER RATE EXEMPTIONS:*BY ALDERMAN BEAVERS (7th Ward):*

Christian Methodist Baptist Church, 2800 East 79th Street.

Reverend J. Rainey, 7851 South Burnham Avenue.

BY ALDERMAN FROST (34th Ward):

Christ Cathedral Baptist Church, 445 West 111th Street.

BY ALDERMAN KOTLARZ (35th Ward):

Polish American Congress, 5844-5848 North Milwaukee Avenue.

BY ALDERMAN STONE (50th Ward):

Dr. Max Dolnick Community Center, 6122 North California Avenue.

REFUND OF FEES:

BY ALDERMAN NATARUS (42nd Ward):

Northwestern Memorial Hospital, 250 East Superior Street -- Refund of Building Permit No. 659335 for the amount of \$5,989.10.

BY ALDERMAN HANSEN (44th Ward):

St. Joseph Hospital, 2900 North Lake Shore Drive -- Refund of Permit Fee for the amount of \$278.00.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

Journal (December 23, 1985.)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Monday, December 23, 1985, as follows:

I hereby move to correct the Journal of Proceedings dated December 23, 1985, City Council Journal pages 25016 through 25362, with the attached corrections to the 1986 Annual Appropriation ordinance.

[Corrections are printed on pages 26651
through 26685 of this Journal.]

The motion *Prevailed*.

Alderman Burke moved to further *Correct* the said printed Official Journal as follows:

Page 25794 - by deleting the legal description appearing on the fourth through the tenth line from the top of page and inserting the legal description which reads as follows.

West 79th Street; a line 158.23 feet west of and parallel to South Western Avenue, a line 133 feet north of and parallel to West 79th Street; a line 183.23 feet west of and parallel to South Western Avenue a line 475 feet north of and parallel to West 79th Street; South Western Avenue a line 200 feet north of and parallel to West 79th Street a line 117.22 feet west of and parallel to South Western Avenue; a line 141 feet north of and parallel to West 79th Street; a line 125.23 feet west of and parallel to South Western Avenue;"

The motion *Prevailed*.

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26651

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 1a

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
25016		SCHEDULE A - VEHICLE AUTHORIZED				
		Department of Water		20		33
		Total		354		367

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 2

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		OFFICE OF MUNICIPAL INVESTIGATIONS - 1120				
		1121 - Administration				
25042	0302	Administrative Assistant II	1	15,828	1	16,608
		Less Turnover		41,756		42,536

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26653

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 3

Page	Code	Department and Item	Strike		Insert			
			No.	Amount	No.	Amount		
OFFICE OF BUDGET AND MANAGEMENT - 1140								
DATA CENTER - 1150								
1151 - Administration								
25046	0421	Principal Clerk	1	19,224				
	0302	Administrative Assistant II			1	19,224		
1152 - Systems and Programming								
25047	0629	Principal Systems Engineer	1	39,072	2	39,072		
	0629	Principal Systems Engineer	2	37,368	1	37,368		
25049		Less Turnover		150,000		151,704		

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 4

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF ECONOMIC DEVELOPMENT - 1170						
		1171 - Planning and Administration				
25050	9658	Commissioner of Economic Development	1	65,000	1	68,000
	9662	Deputy Commissioner of Economic Development	1	50,000		
	9662	Deputy Commissioner of Economic Development	1	50,000		
	9662	Deputy Commissioner of Economic Development	1	50,000		
	9662	Deputy Commissioner of Economic Development			3	52,116
	1401	City Planner I	1	23,388		
	1406	Planning Assistant			1	17,412
25051		Less Turnover		33,684		37,056

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26655

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 5

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		MAYOR'S OFFICE OF INQUIRY & INFORMATION - 1180				
		1181 - General Information Services				
25052	9770	First Deputy Director of Inquiry & Information	1	46,000	1	49,000
25053		Less Turnover		7,440		16,394

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

00 - Corporate Fund

Page 6

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CITY COUNCIL				
		1210 - City Council				
5054	9611	Assistant Sergeant-at-Arms	1	29,844	1	35,796

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26657

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 Corporate Fund

Page 6A

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		City Council				
25054	0235	Teller	1	13,020		
	9699	Legislative Aide			1	13,020

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 7

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF PLANNING - 1310						
25067	9664	1311 - Commissioner's Office Commissioner of Planning	1	65,000	1	63,000
	9679	1313 - General Planning and Programming Deputy Commissioner	1	52,116	1	55,000
25068	9804	1315 - Development First Deputy Commissioner of Planning	1	55,000	1	60,000
	9679	1316 - Planning Services Deputy Commissioner	1	50,000	1	49,440
25069		Less Turnover		161,340	1	172,164

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26659

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 8

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF HOUSING - 1330				
1070	9301	Commissioner of Housing	1	65,000	1	68,000
	9802	First Deputy Commissioner of Housing	1	55,000	1	58,000
	0201	Deputy for Finance and Administration	1	50,000	1	52,116
		Less Turnover		20,000		28,116

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 9

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CITY CLERK - 1410				
		1411 - Administration				
25073	0315	Deputy City Clerk	1	39,072	1	45,000
25074		Less Turnover		67,632		73,560

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26661

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 10

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF FINANCE						
COMPTROLLER - 1500						
1505 - 05 - Real Estate						
25079	0302	Administrative Assistant II	1	16,608		
	0301	Administrative Assistant I			1	16,608
SPECIAL ACCOUNTING DIVISION - 1510						
1512 - Administrative Services						
15081	0836	Senior Typist	2	10,272	1	10,272
	0836	Senior Typist			1	14,352
Less Turnover				72,248		76,328

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 11

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF REVENUE - 1524				
		1526 - Collections				
25084	0403	Senior Clerk	4	9,780		
	0633	Data Output Handler			1	10,272
		1527 - License/Tax				
25085	0303	Administrative Assistant III	1	23,388		
	0427	Chief Clerk			1	24,528
	0415	Inquiry Aide III	1	12,396		
	0423	Head Clerk			1	13,668
	1043	Tax Examiner	2	15,828	1	15,828
	0426	Assistant Chief Clerk			1	17,412
	0301	Administrative Assistant I	1	14,352		
	0302	Administrative Assistant II			1	15,072
	0423	Head Clerk	1	17,412		
	0427	Chief Clerk			1	20,184
	0421	Principal Clerk	3	14,352	2	14,352
	0423	Head Clerk			1	14,352
	0421	Principal Clerk			2	11,844
	0146	Senior Account Clerk			1	11,844
	0415	Inquiry Aide III	1	13,020		
	0413	Inquiry Aide I	3	11,316	4	11,316
		Less Turnover		126,268		138,736

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26663

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 Corporate Fund

Page 11A

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department of Revenue				
25085	0235	Teller			1	13,020
		Less Turnover		138,736		151,756

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 12

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CITY TREASURER - 1540				
		1541 - Administration				
25088	9673	Deputy Treasurer	1	39,072	1	45,000
25089		Less Turnover		5,000		10,928

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26665

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 13

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PERSONNEL - 1710				
		1716 - Records and Information Management Services				
25098	0665	Senior Data Entry Operator	1	22,260		
	0662	Senior Computer Console Operator			1	22,260

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 14

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PURCHASING - 1810				
		1811-01 - Purchasing Agent				
25101	9641	Purchasing Agent	1	66,000	1	69,000
	9726	First Deputy Purchasing Agent	1	56,000	1	59,000
		1812 - Contract Division 1				
25102	1556	Deputy Purchasing Agent	1	52,000	1	53,000
	0933	Word Processing Operator I	4	11,844	3	11,844
	0833	Word Processing Operator I			1	12,396
	1522	Principal Purchase Contract Admin.	4	23,388	3	23,388
	1522	Principal Purchase Contract Admin.			1	24,528
		1817 - Contract Compliance				
	1530	Contract Compliance Officer	1	18,312	1	19,224
25104		Less Turnover		300,000		309,604

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26667

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 15

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
DEPARTMENT OF HEALTH - 3110						
		3141 - Division of Quality Assurance and Professional Standards				
25116	3758	Director of Public Health Nursing	1	38,508	1	42,350
		3162 - Lakeview Mental Health Center				
25122	3532	Clinical Therapist I	1	17,412		
	3534	Clinical Therapist III	1	32,796	2	32,796
	3534	Clinical Therapist III	2	23,388	1	23,388
		3163 - Northwest Mental Health Center				
25123	3533	Clinical Therapist II	1	19,224		
		3164 - Lower North Mental Health Center				
	3533	Clinical Therapist II			1	19,224
		3167 - Mid-South Mental Health Center				
	3534	Clinical Therapist III	2	32,796	1	32,796
	3534	Clinical Therapist III			1	23,388
		3169 - Greater Lawn Mental Health Center				
25124	3532	Clinical Therapist I			1	17,412
25130		Less Turnover		1,699,004		1,702,846

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 Corporate Fund

Page 15A

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department of Health				
		Greater Lawn Mental Health Center - 3169				
25124	0427	Chief Clerk	1	16,608		
	0426	Assistant Chief Clerk			1	16,608

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26669

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

00 - Corporate Fund

Page 16

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF POLICE - 4110				
		4113 - Office of Professional Standards				
25141	9195	Coordinator of Operations - OPS	1	27,060	1	31,320
		4123 - Personnel Division				
25143	3371	Occupational Health Physician	1	30.00H	2	30.00H
	3371	Occupational Health Physician	2	26.00H	1	26.00H
		4155 - Special Police Services				
25153	9160	Police Officer assigned as Security Specialist	1	33,897		
	9160	Police Officer assigned as Security Specialist	2	40,383	3	40,383
25169		Less Turnover		24,963,259		24,982,165

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 17

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		FIRE DEPARTMENT - 4210				
		BUREAU OF OPERATIONS - 4217				
		01 - Administration				
25175	9703	First Deputy Fire Commissioner - Operations	1	72,000	1	79,000
		Less Turnover		5,093,694		5,100,694

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26671

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 18

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF INSPECTIONAL SERVICES - 4410				
		4411 - Administration				
25185	9663	Commissioner of Inspectional Services	1	63,000	1	65,000
		BUREAU OF CONSERVATION - 4419				
		02 - Inspections				
25188	2161	Chief Code Enforcement Office	1	35,796	1	37,368
25190		Less Turnover		160,534		164,106

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 Corporate Fund

Page 18A

Page	Code	Department, and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department of Inspectional Services - 4410				
		BUREAU OF CONSERVATION - 4419				
		02 - Inspections				
25188	2161	Chief Code Enforcement Officer	1	37,368	1	42,672
25190		Less Turnover		164,106		171,410

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26673

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

100 - Corporate Fund

Page 19

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF CONSUMER SERVICES - 4510				
15193	9635	4511 - Administration Commissioner of Consumer Services	1	60,000	1	62,000
	0631	4512 - Support Services Senior Data Controller	1	17,412	1	18,312
15194	0403	4514 - Consumer Protection Inspections Food and Dairy Senior Clerk			1	10,272
15195	2003	4518 - Energy and Environmental Protection Environmental Control Inspector III			1	22,260
		Less Turnover		185,856		221,288

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

00 - Corporate Fund

Page 20

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS & SANITATION				
		COMMISSIONER'S OFFICE - 5110				
		5111 - Administration				
		02 - Accounting Section				
25202	0302	Administrative Assistant II	1	20,184	1	15,072
25204		Less Turnover		24,628		19,516
		BUREAU OF ELECTRICITY - 5410				
		5416 - In-Service Maintenance of				
		Electrical Equipment				
25213	5134	Electrical Surveyman IV			1	28,392
25214		Less Turnover		366,262		394,654
		BUREAU OF EQUIPMENT SERVICES - 5610				
		5611 - Administration				
25221	4264	Director of Streets & Sanitation Security	1	46,000	1	46,596
	0303	Administrative Assistant III			1	28,392
		5612 - Rolling Stock Operations				
25222	1582	Director of Fuel Management	1	32,790	1	34,272
		5614 - Rolling Stock Maintenance				
25223	4265	Watchman	104	7.54H	103	7.54H
		Less Turnover		261,728		276,816
		BUREAU OF FORESTRY - 5810				
		5811 - Administration				
25225	7932	Gen Superintendent of Forestry and Parkways	1	48,036	1	50,000
		5813 - Operations				
25226	7916	Forestry Supervisor	2	32,796	2	34,272
25227		Less Turnover		94,908		99,824

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26675

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

00 - Corporate Fund

Page 21

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		COMMISSIONER'S OFFICE - 6110				
		6112 - Projects				
25228	1403	City Planner III	1	25,776		
	1404	City Planner IV			1	25,776
		BUREAU OF ENGINEERING - 6210				
		6211 - Programs				
25234	5921	Assistant City Engineer	1	37,368	1	50,000
	5679	Transportation Engineer	1	31,320		
	5679	Transportation Engineer	6	42,672	7	42,672
25238		Less Turnover		300,368		324,352
		BUREAU OF ARCHITECTURE - 6410				
		6412 - Provision of Architectural Services				
25242	5405	Architect V	1	28,392		
	5404	Architect IV			1	27,060
		Less Turnover		80,000		78,668
		BUREAU OF CONSTRUCTION - 6420				
		6422 - Architectural				
		02 - Trades				
25246	4630	General Foreman of Painters	2	3,141.00M	1	3,141.00M
	4780	General Foreman of Steamfitters			1	3,466.50M
25248		Less Turnover		808,818		812,724

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

CO - Corporate Fund

Page 22

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF AVIATION - 8610				
		8611 - Administration				
5252	9558	Deputy Commissioner of Aviation	2	52,008	1	52,008
	9858	Deputy Commissioner of Aviation			1	57,000
		Less Turnover				4,992

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26677

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

300 - Vehicle Tax Fund

Page 23

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF REVENUE - 1524				
		1526 - Billings and Collections				
25292	0206	Head Cashier	1	18,312		
	0423	Head Clerk			1	18,312

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

800 - Vehicle Tax Fund

Page 24

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF STREETS & SANITATION - 5110				
		BUREAU OF STREETS - 5210				
		5212 - Engineering Services				
5295	5615	Civil Engineer V	1	35,796	1	28,392
5296		Less Turnover		193,000		185,596

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26679

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

300 - Vehicle Tax Fund

Page 24a

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		STREETS AND SANITATION - 5110				
		BUREAU OF STREETS - 5210				
		5250 - Pavement Improvement and Repair				
25298	3259	Assistant Superintendent of Pavement Repairs		22,260	2	35,796

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

14 - Sewer Fund

Page 26

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF SEWERS - 8410				
		8412 - Fiscal Management				
5318	0413	Inquiry Aide I			1	11,316
	0345	Contracts Coordinator	1	40,824		
	1580	Supervisor of Contracts			1	42,672
	0101	Accountant I	1	20,184		
	0102	Accountant II			1	22,260
		8431 - Maintenance Districts				
5320	8349	Assistant Superintendent of Sewer Cleaning			2	42,672
		Less Turnover		158,750		258,254

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26681

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

346 - Library Fund - Maintenance and Operation

Page 27

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		CHICAGO PUBLIC LIBRARY - 7110				
25333		Less Turnover		897,307		797,307
		FINANCE GENERAL - 9112				
25334	.959	Interest on Daily Tender Notes		4,213,891		4,113,891

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

01 - Calumet Skyway

Page 28

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		CALUMET SKYWAY TOLL BRIDGE				
		REVENUE FUND - 6270				
		6272 - Toll Collection Division				
25351	0260	Skyway Teller			1	13,668
		Less Turnover		103,102		116,770

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26683

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

740 - O'Hare Fund

Page 29

Page	Code	Department and Item	Strike		Insert			
			No.	Amount	No.	Amount		
DEPARTMENT OF AVIATION								
CHICAGO O'HARE INTERNATIONAL AIRPORT - 8654								
25355	7080	Director of Aviation Parking	1	24,528	1	37,368		
	7050	Director of Vehicle Services	1	42,672	1	48,036		
25359		Less Turnover		1,783,937		1,802,141		
9113 - Airport Legal Services								
25362	1641	Senior Attorney Supervisor			1	52,416		
	1642	Senior Attorney	2	39,072	1	39,072		
		Less Turnover				13,344		

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

300 - Vehicle Tax Fund

Page 25

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		DEPARTMENT OF PUBLIC WORKS				
		BUREAU OF ENGINEERING GENERAL - 6210				
		6211 - Programs				
25306	8291	Program Analyst	1	34,272	1	37,272
	5610	Associate City Street Engineer	1	46,596	2	46,596
	5610	Associate City Street Engineer	1	42,672		
	0301	Administrative Assistant I	1	16,608	2	16,608
	0301	Administrative Assistant I	1	15,072		
25307		Less Turnover		136,164		144,624
		BUREAU OF TRAFFIC ENGINEERING AND OPERATIONS - 6260				
		6263 - Traffic Surveys & Field Studies				
25309	6292	Assistant Superintendent of Traffic Service	1	22,260	1	27,060
25311		Less Turnover		336,370		341,170

1/30/86

APPROVAL OF JOURNAL OF PROCEEDINGS

26685

CORRECTIONS AND REVISIONS OF 1986 BUDGET RECOMMENDATIONS

740 - O'HARE FUND

Page 29A

Page	Code	Department and Item	Strike		Insert	
			No.	Amount	No.	Amount
		Department of Aviation				
		Chicago O'Hare International Airport - 8654				
25355	7040	General Superintendent of Utility Systems			1	44,592
		Less Turnover	1	802,141		
						1,846,733

Journal (January 16, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on January 16, 1986, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**CITY COMPTROLLER AUTHORIZED TO ADVERTISE FOR
SALE CITY-OWNED PROPERTY AT 7253 SOUTH
ASHLAND AVENUE.**

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Land Acquisition and Disposition deferred and published in the Journal of the Proceedings of October 20, 1983, pages 2713-2714, recommending that the City Council authorize the City Comptroller to advertise for sale City-owned property at 7253 South Ashland Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Comptroller 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 Forty-four (44) (except part taken for street) in Haley's Subdivision of Block 5 in Jones' Subdivision of part of the west half of Section 29, Township 38 North, Range 14

East of the Third Principal Meridian in Cook County, Illinois (commonly known as No. 7253 S. Ashland Avenue, Permanent Tax No. 20-29-115-009).

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 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.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

Honorable Harold Washington, Mayor, called the Council's attention to the presence of the following visitors:

10 students from Lake Forest College (Social Services and Policy class), accompanied by Jennifer Wallace.

Time Fixed for Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke thereupon presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the regular meeting held on Thursday the thirtieth (30th) day of January, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Tuesday, the fourth (4th) day of February, 1986, at 10:00 A.M., in the Council Chamber in the City Hall.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Brady, Langford, Streeter, Kellam, Sheahan, Kelley, Stemberk, Krystyniak, Henry, Marzullo, Nardulli, W. Davis, Smith, D. Davis, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Damato, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Nays -- None.

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

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Tuesday, February 4, 1986, at 10:00 A.M. in the Council Chamber in the City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.