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COPY



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

Regular Meeting—Monday, October 6, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone.

Absent -- None.

Call to Order.

On Monday, October 6, 1986 at 12:40 P.M. (the hour appointed for the meeting was 10:00 A.M.) Honorable Harold Washington, Mayor, called the City Council to order. The 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 48.

Quorum present.

Invocation.

Alderman Jerome M. Orbach (46th Ward) opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- AGREEMENT OF LIMITED AGENCY WITH STATE
OF ILLINOIS FOR AIR QUALITY MONITORING
PROGRAM AT 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

October 6, 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, transmitted herewith is an Agreement of Limited Agency between the City of Chicago and the State of Illinois for Air Quality Monitoring Program at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

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

Referred -- AGENCY AND PARTICIPATION AGREEMENT WITH
STATE OF ILLINOIS FOR AIRPORT IMPROVEMENTS
AT MIDWAY 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

October 6, 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, transmitted herewith is an Agency and Participation Agreement between the City of Chicago and the State of Illinois for airport improvements at Chicago Midway Airport.

Your favorable consideration of this ordinance will be appreciated.

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

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

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

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

The following communication from Richard J. Martin, Assistant Secretary, Commonwealth Edison Company, addressed to the City Clerk under date of September 30, 1986, which reads as follows:

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

Fuel Adjustment Charges under Federal Energy Regulatory Commission relating to the Rider No. 20, Fuel Adjustment, for the month of May, 1985.

Statement for bills issued in May, 1985, to Illinois Commerce Commission relating to Standard Contract Rider No. 20.

Monthly statement of operating revenue and income to Federal Energy Regulatory Commission (F.E.R.C. Form No. E.I.A.-826), for the month of February, 1985."

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

Also, communications from Ralph C. Wehner, District Engineer, under dates of September 25 and 29, 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:

April 23, 1986.

Funds authorized to resurface Wilson Avenue from Kimball to Kedzie Avenues;

June 25, 1986.

Authority granted for Execution of Project Agreement between City and State for modernization of Traffic Signals at intersections of Damen Avenue with Roscoe and Grace Streets;

Authority granted for Execution of Project Agreement between City and State for improvement of Elston Avenue under railroad viaduct between Hobson and Ashland Avenues;

July 9, 1986.

Amendment of ordinance providing for funds for construction and engineering authorized for New Street Construction, 79-05036-00-PV;

Authority granted for Execution of City/State Project Agreement for improvement of viaducts at various locations;

Authority granted for Execution of City/State Project Agreement for improvement of intersection of South Shore Drive at 67th Street;

August 28, 1986.

Funds authorized for Repairs to Pavements in Improved Streets, County or State Highways during Year 1986;

Funds authorized for Snow and Ice Control Maintenance of Improved Streets, County and State Highways during 1986;

Funds authorized for Street Light Energy Costs on Improved Streets, County and State Highways during 1986;

Authority granted for Execution of City/State Project Agreement providing preliminary engineering on improvement of 95th Street Viaducts between Colfax Avenue and Calumet River;

Authority granted for Execution of City/State Project Agreement for improvement of Central Business Traffic Control System;

Authority granted for Execution of Agreement with Chicago and North Western Transportation Company for reconstruction of Wells Street Viaduct;

Authority granted for Execution of Agreement with Chicago Transit Authority for reconstruction of Wells Street Viaduct;

Authority granted for Execution of Agreement with Chicago Union Station Company for reconstruction of Van Buren Street Viaduct.

Placed on Filed -- RECOMMENDATIONS BY COMMISSIONER OF
DEPARTMENT OF PLANNING AND ZONING
ADMINISTRATOR.

Also, a communication signed by Elizabeth Hollander, Commissioner of Planning, under date of October 1, 1986, showing the recommendations of the Commissioner and Zoning Administrator concerning map amendments for which public hearings were held September 30, 1986, in accordance with provisions of Section 11.9-4 of the Chicago Zoning Ordinance as passed by the City Council on January 31, 1969, which was, *Placed on File*.

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 September 24, 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 October 6, 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 September 24, 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.

FILING OF CERTIFIED COPY OF ORDINANCE WITH COUNTY CLERK OF DU PAGE COUNTY.

The City Clerk further informed the City Council that he filed with the County Clerk of Du Page County, an ordinance passed on August 28, 1986:

Ordinance authorizing issuance of General Obligation Refunding Bonds, Series 1986, for refunding of certain outstanding Series 1985 Refunding Bonds.

Filed with the County Clerk of Du Page County on September 25, 1986.

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

Rubloff, Inc. -- to classify as a Business Planned Development (Air Rights) instead of a B6-7 Restricted Central Business District the area shown on Map No. 1-F bounded by

West Randolph Street; a line from a point 330.24 feet east of North Canal Street along the south line of West Randolph Street, to a point 286.17 feet east of North Canal Street along the north line of West Washington Street; West Washington Street; and the alley next east of and parallel to North Canal Street;

White Castle System, Inc. -- to classify as B2-2 Restricted Retail and B4-1 Restricted Service Districts the area shown on Map No. 16-H bounded by

West 69th Street; South Claremont Avenue; the alley next south of and parallel to West 69th Street; and South Western Avenue.

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:

Allstate Ins. Co. (8) Helen Ruffin, Rafael Chagin, Joseph Madura, Carolyn Brown, Robert Smith, Linda Pliska, Marlene Griseta and Jessie Ramsey, American Country Ins. Co. and Jawed Ahmed Khan;

Baloun Rose Ann, Banach Brian, Banalcazar Anibal, Beskin Syril, Binkus Richard, Burge Michael;

Caston Thelma, Cedzidlo Joseph, Chicago Micro Corp., C.N.A. Ins. Co. and County Municipal Local Union No. 1001, Collins Era (2), Colonial Penn Ins. Co. and Claude Brown Jr.;

Dion Grace, Domasik Joanne, Dubow Joseph;

Economy Fire and Cas. Co. (3) Peter Uehlein, Cleveland Taylor and Barbara and Joseph Giannini, Entertainment Tonight Video, Ertel Paul;

Garrido Melba, Gordon Henry, Grant Barbara, Green Mary, Gundy David;

Haenisch Fredrick, Hamilton Yoshie, Hartmann Mark, Heil H. & C.;

Jacobs Anthony, Jimanowicz Therese Mary, Johnson Darlene, Jones Elbe, Jones Michael;

Kolar James;

Liles Arthur, Loe Beth, Loftus Ilse, Lynch Lula;

Miskell Frank;

National Ben Franklin Ins. Co. and Mary and James Barnicle;

Olshansky Michael, Olson John;

Paily Cherian, Parley Edward, Parker Lillie, Paul Donald, Pechter Sheila, Peoples Gas Light and Coke Co. (5), Potoglou William, Prestige Cas. Co. and Clarence Williams;

Raczka Jr. Henry;

Spratt Byron, Smulevitz Leslie, State Farm Ins. Co. (4) James McKenna, George A. Richter, Delores Maggiore and Ethel Owen, Strategos Marietta;

Tiller Gwendolyn, Tulach John;

United Church of Rogers Park;

Vargas Mary;

Weisz Spenser, Weller Herschel;

Zannon Nancy.

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

Also, reports from the Corporation Counsel (filed in the Office of the City Clerk on October 2, 1986) addressed to the City Council (signed by Jennifer Duncan- Brice, Assistant Corporation Counsel) as to suits against the City of Chicago in which settlements were made and judgments entered as of the period ended May, 1986, which were *Referred to the Committee on Finance*.

Referred -- ORDER, DEMAND AND DIRECTION TO CITY
COUNCIL FOR BOARD OF EDUCATION FISCAL
YEAR 1986-1987 TAX LEVY.

The City Clerk transmitted the following communication, which was, together with a certified copy of the resolution transmitted therewith, *Referred to the Committee on Finance*:

BOARD OF EDUCATION
CITY OF CHICAGO

September 30, 1986.

To: *The Honorable Harold Washington,
Mayor, of the City Of Chicago
and the City Council Assembled:*

LADIES AND GENTLEMEN -- The Board of Education of the City of Chicago at its regular meeting held September 24, 1986, adopted the following resolution, certified copies of which are herewith sent to you:

Order, Demand and Direction - Tax Levy for the Fiscal Year 1986-1987.

Respectfully submitted,

BOARD OF EDUCATION OF THE
CITY OF CHICAGO

(Signed) GEORGE MUNOZ,
President.

(Signed) THOMAS J. CORCORAN,
Secretary.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORITY GRANTED FOR COMMUNITY COLLEGE DISTRICT NO. 508 LEVY OF 1986 TAXES FOR MALCOLM X COLLEGE.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing a levy of taxes for the year 1986 in the amount of \$4,500,000 for Community College District No. 508, for the purpose of providing monies to pay the cost of alterations or repairs necessary for health and safety at Malcolm X College.

Alderman Burke moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Garcia, Henry, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Laurino, Natarus, Oberman, Hansen, Orr -- 25.

Nays -- Aldermen Vrdolyak, Huels, Majerczyk, Burke, Sheahan, Krystyniak, Soliz, Hagopian, Kotlarz, Banks, Cullerton, Pucinski, McLaughlin, Orbach, Schulter, Volini, Stone -- 17.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to pass, declaring the ordinance *Passed* 26-17.

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

The following is said ordinance as passed:

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has determined that it is necessary for health and safety purposes to perform asbestos abatement and reconstruction work on the third floor at Malcolm X College; and

WHEREAS, In the judgment of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, there are not sufficient funds available in the operations building and maintenance fund of the district to permanently pay for such alterations or repairs determined as necessary; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has secured a certified estimate of a licensed architect or engineer stating the estimated amount, which is not less than \$25,000.00, necessary to make the alterations or repairs determined as necessary; and

WHEREAS, The Executive Director of the Illinois Community College Board has issued a Certificate of Approval, dated June 24, 1986, granting approval for alteration/repair project 508-T-076, asbestos abatement project on the third floor at Malcolm X College at a budget of \$4,500,000.00 which certificate may be used as evidence of authority to request the County Clerks in Community College District No. 508, County of Cook and State of Illinois, to extend a tax upon the equalized assessed value of all the taxable property within Community College District No. 508, County of Cook and State of Illinois, at a rate not to exceed in the aggregate .05 percent per year for a period sufficient to finance such alterations or repairs; and

WHEREAS, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held September 9, 1986, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for the year 1986 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, for the purpose of providing monies to pay the cost of alterations or repairs necessary for health and safety purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois, for project 508-T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986, the amount of \$4,500,000.00 which resolution is in words and figures as follows:

*"Board of Trustees of Community College District No. 508
County of Cook and State of Illinois*

"Resolution

*Order, Demand, And Direction - Tax Levy For The Year 1986
For Community College District No. 508, County Of Cook And State Of Illinois,
For The Purpose Of Providing Monies To Pay The Cost Of Alterations Or Repairs
Necessary For Health And Safety Purposes For Project 508-T-076,
Asbestos Abatement - Malcolm X College, Third Floor*

"Whereas, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has determined that it is necessary for health and safety purposes to perform asbestos abatement and reconstruction work on the third floor at Malcolm X College; and

"Whereas, in the judgment of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, there are not sufficient funds available in the operations building and maintenance fund of the district to permanently pay for such alterations or repairs determined as necessary; and

"Whereas, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, has secured a certified estimate of a licensed architect or engineer stating the estimated amount, which is not less than \$25,000.00, necessary to make the alterations or repairs determined as necessary; and

"Whereas, in Board Report No. 11626, adopted June 13, 1986, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, authorized the preparation and submittal of an application to the Illinois Community College Board for approval to perform asbestos abatement and reconstruction work on the third floor at Malcolm X College and requested authorization to fund such asbestos abatement and reconstruction work on the third floor at Malcolm X College by a tax levy under the provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois; and

"Whereas, the Executive Director of the Illinois Community College Board has issued a Certificate of Approval, dated June 24, 1986, a copy of which certificate is attached, granting approval for alteration/repair project 508-T-076; asbestos abatement project on the third floor at Malcolm X College at a budget of \$4,500,000.00 which certificate may be used as evidence of authority to request the County Clerks in the Community College District No. 508, County of Cook and State of Illinois, to extend a tax upon the equalized assessed value of all the taxable property within Community College District No. 508, County of Cook and State of Illinois, at a rate not to exceed in the aggregate .05 percent per year for a period sufficient to finance such alterations or repairs; now, therefore,

"Be It Resolved, And it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1986 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for the purpose of providing monies to pay the cost of alterations or repairs necessary for health and safety purposes under provisions of Section 3-20.3.01 of the Public Community Act, as amended, of the State of Illinois, for Project 508-T-076, Asbestos Abatement -

Malcolm X College, Third Floor as approved by the Executive Director of the Illinois Community College Board on June 24, 1986, the amount of \$4,500,000.00; and

"Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1986; and

"Be It Further Resolved, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and they hereby are authorized and directed to present and file with the City Council of the City of Chicago, this Order, Demand, and Direction, by certified copy hereof"; now, therefore,

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

SECTION 1. That the sum of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) be and the same hereby is levied for the year 1986 on all property within Community College District No. 508, County of Cook and State of Illinois, subject to such taxation for the current year, 1986, for the purpose of providing monies to pay the cost of alterations or repairs necessary for health and safety purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois, for Project 508-T-076, Asbestos Abatement -- Malcolm X College, third floor, of Community College District No. 508, County of Cook and State of Illinois.

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of Du Page County, Illinois, a copy of this ordinance duly certified by said City Clerk and a copy of the Certificate of Approval of the Executive Director of the Illinois Community College Board, dated June 24, 1986, pertaining to Project 508-T-076, Asbestos Abatement, Malcolm X College, third floor.

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

COMMUNITY COLLEGE DISTRICT NO. 508 TAX LEVY
AUTHORIZED FOR FISCAL YEAR JULY 1,
1986 THROUGH JUNE 30, 1987.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the levy of taxes in the amount of \$79,934,824.00 for Community College District No. 508 for fiscal year July 1, 1986 through June 30, 1987.

Alderman Burke moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Laurino, Oberman, Hansen, -- 25.

Nays -- Aldermen Vrdolyak, Huels, Burke, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Cullerton, Pucinski, Natarus, McLaughlin, Schultzer, Volini, Stone -- 16.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the motion to pass, declaring the ordinance *Passed* 26-16.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held August 21, 1985, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, in and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1985, and ending June 30, 1986, and pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting held September 9, 1986, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, in and by which said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to be paid or incurred during such fiscal year commencing July 1, 1986, and ending June 30, 1987; and,

WHEREAS, Pursuant to provisions of Section 7-9 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets set forth estimates by classes, of all current assets and liabilities of each fund of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as of the beginning of the fiscal year, and the amounts of those assets estimated to be available for appropriation in that year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof; and said budgets set forth detailed estimates of all taxes to be levied for the year, which estimates of taxes to be levied during the fiscal year for educational and building purposes do not exceed the sum equivalent to the product of the value of the taxable property in the district, as ascertained by the last assessment for State and county taxes previous to the passage of the budget, multiplied by the maximum per cent or rate of tax which the corporate authorities of the city are authorized by law to levy for the current fiscal year for those purposes; and said budgets set forth detailed

estimates of all current revenues derived from taxes and from sources other than taxes, including State and Federal contributions, rents, fees, prerequisites, and all other types of revenue, which will be applicable to expenditures or charges to be made or incurred during that year; such estimates are segregated and classified as to funds and in such other manner as to give effect to the requirements of law relating to the respective purposes to which the assets and taxes and other current revenues are applicable; and,

WHEREAS, Pursuant to provisions of Section 7-10 of the Public Community College Act, as amended, of the State of Illinois, said budgets specify the organizational unit, fund, activity, and object to which an appropriation is applicable, as well as the amount of such appropriation, and include appropriations for all estimated current expenditures or charges to be made or incurred during that fiscal year including interest to accrue on tax anticipation warrants and temporary loans; all final judgments, including accrued interest thereon, entered against said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and unpaid at the beginning of that fiscal year; any amount for which said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, is required under the Public Community College Act, as amended, of the State of Illinois, to reimburse the working cash fund from the educational purposes fund and the building and maintenance purposes fund; all other estimated liabilities including the principal of all tax anticipation warrants and all temporary loans and all accrued interest thereon, incurred during prior years and unpaid at the beginning of that fiscal year; and an amount or amounts estimated to be sufficient to cover the loss and cost of collecting taxes levied for the fiscal year and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collector's books; and,

WHEREAS, Pursuant to provisions of Section 7-11 of the Public Community College Act, as amended, of the State of Illinois, said budgets were prepared in tentative form by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and in that form were made available to public inspection at least ten (10) days prior to final action thereon, by having at least five (5) copies thereof on file in the office of the Secretary of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and not less than one week after those copies were placed on file and prior to final action thereon, said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held a public hearing thereon, of which notice was given by publication in a newspaper published and having general circulation in the district at least one week prior to the time of the hearing; and,

WHEREAS, Pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did, by resolution adopted at its regular meeting on August 15, 1986, which date was not less than twenty (20) days prior to the adoption of its aggregate levy, determine the amounts of money, exclusive of any portion of that levy attributable to the costs of conducting an election required by the general election law, hereafter referred to as "election costs", estimated to be necessary to be raised by taxation for the year 1986 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which resolution is in words and figures as follows:

*"Board Of Trustees Of Community College District No. 508
County of Cook and State of Illinois."*

"Resolution

*Determine The Amount Of Taxes Necessary To Be Levied
For The year 1986, Set The Date, Time, And Place For A
Public Hearing On Such Tax Levy Increase, And Authorize
And Direct The Publication Of Notice Of Such Hearing.*

"Whereas, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amounts of money necessary to be raised by taxation for the year 1986 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of any portion of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, attributable to the cost of conducting an election required by the general election law, which portion is hereinafter referred to as "election costs", and which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1986, are equal in total to the amount of \$49,090,413.00; and

"Whereas, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amount of property taxes to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985, is \$41,753,518.02; and

"Whereas, the amounts heretofore levied and to be extended for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the years 1986 and 1985 for the purpose of providing monies for the payment of the principal of and interest on bonds of Community College District No. 508, County of Cook and State of Illinois, and for the purpose of providing monies for the payment of the annual rentals under the terms of the leases entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, which amounts are not included in the aggregate levies for the years 1986 and 1985 heretofore set forth, are as follows:

Tax Year	For the Payment of Bond Principal and Interest	For the Payment of Public Building Commission Rentals
1986	None	\$30,844,411.00
1985	None	\$14,866,743.02; and

"Whereas, the amount of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be necessary to be raised by taxation for the year 1986 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which amount is \$49,090,413.00, is equal to approximately 117.57 per cent of the amount of property taxes estimated by the Board of Trustees of Community College

District No. 508, County of Cook and State of Illinois, to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985, which amount is \$41,753,518.02; now, therefore,

"Be It Resolved, that pursuant to provisions of Section 4 of the Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, determines that the amounts of money estimated to be necessary to be raised by taxation for the year 1986 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1986 are equal in total to the amount of \$49,090,413.00; and

"Be It Further Resolved, that pursuant to provisions of Section 6 of the Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, hold a public hearing on Tuesday, September 9, 1986 at 11:30 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, concerning the proposed budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year beginning July 1, 1986, and ending June 30, 1987, and on the intent of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to adopt an aggregate levy, exclusive of election costs, for the year 1986 in an amount equal to approximately 117.57 per cent of the amount to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985; and

"Be It Further Resolved, that pursuant to provisions of Section 6 of the Truth in Taxation Act of the State of Illinois, the Chairman and Secretary are hereby authorized and directed to publish notice in a newspaper of general circulation published in Community College District No. 508, County of Cook and State of Illinois, of the fact that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, will hold a public hearing on Tuesday, September 9, 1986 at 11:30 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, concerning its proposed budget for the fiscal year beginning July 1, 1986, and ending June 30, 1987, and on its intent to adopt an aggregate levy, exclusive of election costs, for the year 1986 in an amount equal to approximately 117.57 per cent of the amount to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1985; such notice shall be published between August 26, 1986, and September 2, 1986; such notice shall be not less than one-eighth page in size; the smallest type used in such notice shall be twelve point type; such notice shall be enclosed in a black border not less than 1/4 inch wide; such notice shall not be placed in that portion of the newspaper where legal notices and classified advertisements appear; such notice shall state in plain and simple language the following information: (1) the legal name of the taxing district, Board of Trustees of Community College District College District No. 508, County of Cook and State of Illinois; (2) the commonly known name of the taxing district, City Colleges of Chicago; (3) the amount of property taxes, exclusive of election costs,

extended or estimated to be extended on behalf of the taxing district for the preceding year, \$41,753,518.02; (4) the amount of the proposed levy, exclusive of election costs for the current year, \$49,090,413.00; (5) the percentage increase, 17.57%; and (6) the date, time, and place of the public hearing concerning the proposed budget and the proposed levy increase, Tuesday, September 9, 1986; at 11:30 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois; and such notice shall not include any information substantially in excess of that herein specified and required by the Truth in Taxation Act."; and

WHEREAS, Such amounts of money, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be raised by taxation for the year 1986 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, are more than 105% of the amounts of money, exclusive of election costs, which have been extended upon the levy for the year 1985 for Community College District No. 508, County of Cook and State of Illinois; and

WHEREAS, Pursuant to provisions of Section 6 of the Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did give public notice of and hold a public hearing on its intent to adopt a levy for Community College District No. 508, County of Cook and State of Illinois, for the year 1986 in an amount which is more than 105% of the extensions, exclusive of election costs, for Community College District No. 508, County of Cook and State of Illinois; for the year 1985; such notice was published on August 26, 1986, in the Chicago Sun-Times, a newspaper of general circulation published in Community College District No. 508, County of Cook and State of Illinois, said district being located primarily in Cook County, Illinois, but extending into smaller portions of DuPage County, Illinois, and said date, August 26, 1986, being no more than fourteen (14) days nor less than seven (7) days prior to the date of the public hearing, September 9, 1986; such notice was no less than one-eighth page in size; the smallest type used in such notice was twelve point type; such notice was enclosed in a black border not less than 1/4 inch wide; such notice was not placed in that portion of the newspaper where legal notices and classified advertisements appear; such notice did state in plain and simple language the following information: (1) the legal name of the taxing district, Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; (2) the commonly known name of the taxing district, City Colleges of Chicago; (3) the amount of property taxes, exclusive of election costs, extended or estimated to be extended on behalf of Community College District No. 508, County of Cook and State of Illinois, for the year 1985, \$41,753,518.02; (4) the amount of the proposed levy, exclusive of election costs, for Community College District No. 508, County of Cook and State of Illinois, for the year 1986, \$49,090,413.00; (5) the percentage increase, 17.57%; and (6) the date, time, and place of the public hearing concerning the proposed budget and the proposed levy increase, Tuesday, September 9, 1986, at 11:30 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois; and such notice did not include any information substantially in excess of that herein specified and required by The Truth in Taxation Act; such hearing was held on September 9, 1986, at 11:30 A.M. in Room 201 on the second floor of Loop College, 30 East Lake Street, Chicago, Illinois, and was open to the public, and at such hearing the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did explain the reasons for the proposed increase and did permit all persons desiring to be heard an opportunity to present all testimony which they desired to present; and

WHEREAS, Thereafter at said regular meeting held September 9, 1986, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Dawson Technical Institute Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies for payment of the expenses of operation and maintenance of Public Building Commission of Chicago Chicago City-Wide College/Central Office Project JC-9; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies to pay the cost of alterations or repairs necessary for health, safety, environmental protection, handicapped accessibility, or energy conservation purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois for Project 508-T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building

Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Chicago City-Wide College/Central Office Project JC-9 from the Public Building Commission of Chicago; and for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Wright College Project JC-7 from the Public Building Commission of Chicago for the year 1986, which resolution is in words and figures as follow:

"Board of Trustees of Community College District No. 508
County of Cook and State of Illinois

"Resolution

Order, Demand, and Direction -- Tax Levy for the Year 1986

"Be It Resolved, and it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1986 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for educational purposes; a tax for building purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Dawson Technical Institute Project SC-1; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4, a tax for the purpose of providing monies for the payment of the expense of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Chicago City-Wide College/Central Office Project JC-9; a tax for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; a tax for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the

Illinois Revised Statutes, as amended; a tax for the purposes of providing monies to pay the cost of alterations or repairs necessary for health, safety, environmental protection, handicapped accessibility, or energy conservation purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois for Project 508- T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Chicago City-Wide College/Central Office Project JC-9 from the Public Building Commission of Chicago; and a tax for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Wright College Project JC-7 from the Public Building Commission of Chicago; as follows:

Amounts To Be
Included in Tax Levy

"For educational purposes	\$27,299,015
"For building purposes and the purchase of grounds	\$7,799,718
"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Dawson Technical Institute Project SC-1	\$1,137,920
"For the purpose of providing monies for the	

Amounts To Be
Included in Tax Levy

payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4

\$4,260,650

"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5

\$2,040,070

"For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Chicago City-Wide College/Central Office Project JC-9

\$900,156

"For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois

\$577,766

Amounts To Be
Included in Tax Levy

"For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended

\$387,618

"For the purpose of providing monies to pay the cost of alterations or repairs necessary for health, safety, environmental protection, handicapped accessibility, or energy conservation purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois, for Project 508-T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986

\$4,687,500

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago

\$206,912

"Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago, for the year 1986 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$53,125

\$153,787

Amounts To Be
Included in Tax Levy

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$9,937,500

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$5,432,812

"For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Chicago City-Wide College/Central Office Project JC-9 the Public Building Commission of Chicago

\$5,990,104

"For the purpose of providing monies for the payment of the annual rental under the terms of of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Wright College Project JC-7 from the Public Building Commission of Chicago

\$9,330,208

as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, was duly adopted by said Board of Trustees of Community

College District No. 508, County of Cook and State of Illinois, at a regular meeting on August 21, 1985, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting on September 9, 1986, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, is herein referred to and made a part hereof, and which is now on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

"Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1986; and

"Be It Further Resolved, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and they hereby are authorized and directed to present and file with the City Council of the City of Chicago, this Order, Demand, and Direction, by certified copy hereof."; and

WHEREAS, The amounts of taxes to be levied for Community College District No. 508, County of Cook and State of Illinois, for the year 1986 as set forth in the Resolution: Order, Demand and Direction -- Tax Levy for the Year 1986 as set forth above are not in excess of the proposed levy stated in the notice published pursuant to provisions of Section 6 of the Truth in Taxation Act of the State of Illinois; now, therefore,

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

SECTION 1. That the sum of Seventy-nine Million, Nine Hundred Thirty-four Thousand, Eight Hundred Twenty-four Dollars (\$79,934,824), being the total of the appropriations heretofore legally made by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, which are to be collected from the tax levy of the current year, 1986, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for all community college purposes of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for educational purposes; for building purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Dawson Technical Institute Project SC-1; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5; for the purpose of providing monies for

the payment of the expenses of operation and maintenance of Public Building Commission of Chicago, Chicago City-Wide College/Central Office Project JC-9; for the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois; for the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended; for the purpose of providing monies to pay the cost of alterations or repairs necessary for health, safety, environmental protection, handicapped accessibility, or energy conservation purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois for Project 508-T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago; for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago; for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Chicago City-Wide College/Central Office Project JC-9 from the Public Building Commission of Chicago; and for the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Wright College Project JC-7 from the Public Building Commission of Chicago as appropriated for the current year, 1986, by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, adopted by said Board of Trustees of Community College District No. 508, County of

Cook and State of Illinois, at a regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held August 21, 1985, and by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a regular meeting of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held September 9, 1986, be and the same hereby is levied for the year 1986 on all property within the said Community College District No. 508, County of Cook and State of Illinois, subject to such taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included in Tax Levy" which appears over the same, the said tax so levied being for the current tax year, 1986, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1986, and in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1987, reference to which is hereby made, and which budgets are hereby made a part hereof and are on file with the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

	<u>Amounts To Be Included in Tax Levy</u>
For educational purposes	\$27,299,015
For building purposes and the purchase of grounds	\$7,799,718
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Dawson Technical Institute Project SC-1	\$1,137,920
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4	\$4,260,650
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Loop College Project JC-5	\$2,040,070

Amounts To Be
Included in Tax Levv

For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Chicago City-Wide College/Central Office Project JC-9

\$900,156

For the purpose of providing monies to pay the cost of settlements or judgments against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-102 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, to pay the costs of protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees against liability under the Local Governmental and Governmental Employees Tort Immunity Act, the Occupational Diseases Act, or the Unemployment Insurance Act of the State of Illinois by means including, but not limited to, insurance, self-insurance, the purchase of claims services, or participation in a reciprocal insurer under provisions of Section 9-103 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois, and to pay tort judgments or settlements against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, under provisions of Section 9-104 of the Local Governmental and Governmental Employees Tort Immunity Act of the State of Illinois

\$577,766

For the purpose of providing monies for the payment of auditing expenses under provisions of Chapter 85, Section 709, of the Illinois Revised Statutes, as amended

\$387,618

For the purpose of providing monies to pay the cost of alterations or repairs, as necessary for health, safety, environmental protection, handicapped accessibility, or energy conservation purposes under provisions of Section 3-20.3.01 of the Public Community College Act, as amended, of the State of Illinois for Project

Amounts To Be
Included in Tax Levy

508-T-076, Asbestos Abatement - Malcolm X College, Third Floor, as approved by the Executive Director of the Illinois Community College Board on June 24, 1986

\$4,687,500

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago

\$206,912

Less:

Reduction in the amount heretofore levied and to be extended for the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Dawson Technical Institute Project SC-1 from the Public Building Commission of Chicago, for the year 1986 by the total amount expected to be allocated for this purpose from personal property tax replacement revenue

\$53,125

\$153,787

For the purpose of providing monies for the payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Truman College (Phase II) Project JC-2, Daley College Project JC-3, and Olive-Harvey College Project JC-4 from the Public Building Commission of Chicago

\$9,937,500

For the purpose of providing monies for the payment of the annual rental under the terms

Amounts To Be
Included in Tax Levy

of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Loop College Project JC-5 from the Public Building Commission of Chicago

\$5,432,812

For the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Chicago City-Wide College/Central Office Project JC-9 from the Public Building Commission of Chicago

\$5,990,104

For the purpose of providing monies for payment of the annual rental under the terms of the lease entered into by the between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago providing for the leasing of Wright College Project JC-7 from the Public Building Commission of Chicago

\$9,330,208

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois, and with the County Clerk of Du Page County, 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 and approval.

AUTHORITY GRANTED FOR ISSUANCE OF TAXABLE WORKING
CASH FUND BONDS, SERIES 1986.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of \$30,000,000 Taxable Working Cash Fund Bonds, Series 1986, and the levy of taxes for the repayment of principal and interest upon the bonds.

Alderman Burke moved to pass the said proposed ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Frost, Giles, Laurino, Oberman, Hansen -- 25.

Nays -- Aldermen Vrdolyak, Huels, Burke, Sheahan, Krystyniak, Hagopian, Mell, Kotlarz, Banks, Cullerton, Pucinski, Natarus, McLaughlin, Schuler, Volini, Stone -- 16.

The Chair announced the vote and, citing Illinois Revised Statutes, Chapter 24, Paragraph 3-11-14, cast its vote in favor of the ordinance declaring it *Passed* 26- 16.

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

The following is said ordinance as passed:

WHEREAS, There has been filed with and there is before the City Council of the City of Chicago for consideration a certified copy of a resolution adopted on September 9, 1986, by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, pursuant to provisions of Section 3- 33.2 of the Public Community College Act, as amended, of the State of Illinois, and which resolution reads as follows:

"Resolution providing for the issue of \$30,000,000 Taxable Working Cash Fund Bonds, Series 1986 of Community College District No. 508, County of Cook and State of Illinois.

* * *

"Whereas, pursuant to the provisions of Sections 3-33.1 to 3-33.6, inclusive, of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the "Act"), a fund to be known as a "Working Cash Fund" may be established, maintained and administered in and for Community College District No. 508, County of Cook and State of Illinois (the "District"), for the purpose of enabling the Board of Trustees of the District (the "Board"), to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all community college purposes; and

"Whereas, the District has heretofore established, is now presently maintaining and administering and has never abolished or abated such Working Cash Fund in and for the District (the "Fund"); and

"Whereas, pursuant to the provisions of said Act, the Board is authorized to incur an indebtedness and issue bonds therefor from time to time for the purpose of creating, maintaining or increasing the Fund; and

"Whereas, the Board is now authorized to issue bonds in the aggregate amount of \$30,000,000 for the purpose of increasing the Fund; and

"Whereas, the Board has heretofore found and determined and does hereby find and determine that it is necessary and in the best interest of the District that said bonds be issued:

"Now, Therefore, Be It and It Is Hereby Resolved by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as follows:

"Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this resolution by this reference.

"Section 2. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$30,000,000 upon the credit of the District, and as evidence of such indebtedness to issue bonds of the District in said amount, for the purpose of increasing the Fund, in the manner prescribed in the Act, for the purpose of enabling the Board to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all community college purposes.

"Section 3. Bond Details. There be borrowed on the credit of and for and on behalf of the District the sum of \$30,000,000 for the purpose aforesaid; that bonds of the District (the "Bonds") shall be issued in said amount and shall be designated "Taxable Working Cash Fund Bonds, Series 1986". The Bonds shall be dated October 1, 1986, and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations of \$1,000 each and authorized integral multiples thereof, shall be numbered 1 and upward, and the Bonds shall become due and payable (without option of prior redemption) on October 1 of the years and in the amounts bearing interest as follows:

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Rate of Interest</u>
1987	\$2,075,000	8.75 %
1988	3,675,000	8.75 %
1989	4,025,000	8.75 %
1990	4,400,000	8.25 %
1991	4,800,000	7.40 %
1992	5,275,000	7.50 %
1993	5,750,000	6.75 %

"The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on April 1, 1987 and semi-annually thereafter on

each April 1 and October 1 until paid. Interest on each Bond shall be paid by check or draft of the Treasurer of the District, payable upon presentation in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date. The principal of the Bonds shall be payable in lawful money of the United States of America at the Bond Registrar (hereinafter defined).

"The Bonds shall be signed by the manual or facsimile signatures of the Chairman and Secretary of the Board, and shall be registered, numbered and countersigned by the manual or facsimile signature of the Treasurer who receives the taxes of the District, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

"All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Treasurer of the District as bond registrar (the "Bond Registrar"), as authenticating agent of the District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this resolution.

"Section 4. Registration of Bond; Persons Treated as Owners. The District shall cause books (the "Bond Register") for the registration and for the transfer of the Bonds as provided in this resolution to be kept at the office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

"Upon surrender for transfer of any Bond at the office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

"The Bond Registrar shall not be required to transfer or exchange any Bond during the period beginning at the close of business on the 15th day of the month next preceding any interest payment date on such Bond and ending on such interest payment date.

"The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

"The Bonds shall initially be registered in the name of Kray & Co. as nominee of the Midwest Securities Trust Company, an Illinois limited purpose trust company (the "Depository"). The Depository will designate the Bonds as "eligible securities" under its by-laws and rules. In the event the Depository discontinues the Bonds as "eligible securities" or the District determines that the Depository is incapable of discharging its duties or that the interest of the Bondholders might be adversely affected if such system of transfer is continued, then the District shall direct the Bond Registrar to issue and authenticate replacement bonds directly to new registered holders as shown on the books of the Bond Registrar.

"No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds.

"Section 5. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, "See Reverse Side for Additional Provisions" shall be omitted and paragraphs [6] through [9] shall be inserted immediately after paragraph [1]:

(Form of Bond - Front Side)

REGISTERED
NO. _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF COOK

COMMUNITY COLLEGE DISTRICT NO. 508

TAXABLE WORKING CASH FUND BOND

SERIES 1986

See Reverse Side
for Additional
Provisions

Interest	Maturity	Dated	
Rate: ____%	Date:	Date:	CUSIP ____
	October 1, ____	October 1, 1986	

Registered Owner:

Principal Amount:

"[1] Know All Men By These Presents, that Community College District No. 508, County of Cook and State of Illinois (the "District), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on April 1, 1987 and on each April 1 and October 1 thereafter until said Principal Amount is paid. Principal of this Bond is payable in lawful money of the United States of America at the office of the Treasurer of the District (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration book of the District maintained by the Bond Registrar, at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar. For the prompt payment of this bond, both principal and interest at maturity, the full faith, credit and resources of the District are hereby irrevocably pledged.

"[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

"[3] It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this bond did exist, have happened, been done and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

"[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

"[5] In Witness Whereof, said Community College District No. 508, County of Cook and State of Illinois, by its Board of Trustees, has caused this bond to be signed by the duly authorized manual or facsimile signatures of the Chairman and Secretary of said Board of Trustees, and to be registered, numbered and countersigned by the duly authorized manual or facsimile signature of the Treasurer who receives the taxes of the District, all as of the Dated Date identified above.

(Facsimile Signature)
Chairman, Board of Trustees

(Facsimile Signature)
Secretary, Board of Trustees

Registered, Numbered and Countersigned:

(Facsimile Signature)
Treasurer, Board of Trustees

Date of Authentication: _____, 19__

CERTIFICATE
OF
AUTHENTICATION

This Bond is one of
the Bonds described in
within mentioned resolution
and is one of the Taxable
Working Cash Fund Bonds,
Series 1986 of Community
College District No. 508,
County of Cook and State of Illinois.

District Treasurer, Community College
District No. 508, County of Cook and
State of Illinois

as Bond Registrar

By (Manual Signature)
Authorized Officer

[Form of Bond - Reverse Side]

Community College District No. 508

County of Cook

State of Illinois

Taxable Working Cash Fund Bond

Series 1986

"[6] This bond is one of a series of bonds issued by the District for the purpose of creating, maintaining or increasing the Working Cash Fund of the District, for the purpose of enabling the Board of Trustees of the District to have in its treasury at all times sufficient money to meet demands thereon for ordinary and necessary expenditures for all community college purposes, in full compliance with the provisions of the Public Community College Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and is authorized by resolution duly and properly adopted by said Board of Trustees, in all respects as provided by law.

"[7] This Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

"[8] The Bonds are issued in fully registered form in the denomination of \$1,000 each or authorized integral multiples thereof. This Bond may be exchanged at the office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing resolution.

"[9] The District and the Bond Registrar may deem and treat the registered holder hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers
unto _____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint

attorney to transfer the said Bond on the books kept for
registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name of
the registered owner as it appears upon the face of the within Bond in every
particular, without alteration or enlargement or any change whatever.

"Section 6. Sale of Bonds. The Bonds hereby authorized shall be executed as in this resolution provided as soon after the passage hereof as may be, and thereupon be deposited with the Treasurer who receives the taxes of the District, and be by said Treasurer delivered to The First Boston Corporation & Associates, the purchaser thereof, upon receipt of the purchase price therefor, the same being the par value of the Bonds, plus accrued interest to date of delivery and a premium of \$1,775.25; the contract for the sale of the Bonds heretofore entered into is in all respects ratified, approved and confirmed, it being hereby found and determined that said contract is in the best interests of the District and that no person holding an office of the District either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in said contract for the purchase of the Bonds; and the Bonds before being issued shall be registered, numbered and countersigned by said Treasurer, such registration being made in a book provided for that purpose, in which shall be entered the record of the resolution authorizing the Board to borrow said money and a description of the Bonds issued, including the number, date, to whom issued, amount, rate of interest and when due.

"The form and content of that certain Official Statement prepared by Speer Financial, Inc., Chicago, Illinois, in connection with the issuance of the Bonds, and any addenda, supplement, or amendment thereto, are hereby approved, and the further use thereof in connection with any reoffering of the Bonds is hereby authorized.

"Section 7. Tax Levy; Escrow Agreement. In order to provide for the collection of a direct annual tax sufficient to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal at maturity, there shall be levied by the City Council of the City of Chicago, upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding, in amounts sufficient to produce the following amounts:

<u>"For the Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
1986	\$5,520,112.50 for interest and principal
1987	\$5,689,918.75 for interest and principal
1988	\$5,703,043.75 for interest and principal
1989	\$5,720,450.00 for interest and principal
1990	\$5,761,350.00 for interest and principal
1991	\$5,860,937.50 for interest and principal
1992	\$5,944,062.50 for interest and principal

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

"Principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes levied when the same shall be collected.

"The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to collect the foregoing tax levy and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

"Of such taxes (the "Pledged Property Taxes"), the District Treasurer is hereby ordered and directed to deposit the proceeds of the collection of the Pledged Property Taxes in escrow with the Continental Illinois National Bank and Trust Company of Chicago, as Escrow Agent (the "Escrow Agent"), pursuant to an Escrow Agreement (General Obligation Bonds) dated as of July 8, 1980, as amended (the "Escrow Agreement"), heretofore entered into between the District and the Escrow Agent. Such deposits shall continue until a sufficient amount has been so deposited to pay the interest and principal on the Bonds. The levy of the Pledged Property Taxes is for the sole benefit of the holders of the Bonds and such holders shall have a claim against such levy and a first and prior lien upon all present and future proceeds of such levy when deposited in the special escrow account (the "Escrow Account") established pursuant to the Escrow Agreement until the principal of and interest on the Bonds are paid in full.

"In the event that sufficient moneys are not deposited in the Escrow Account to meet in a timely manner the required principal and interest payments on the Bonds, then other legally available moneys of the District shall be so deposited therein, at or before the time such principal and interest is due so as to provide timely payment thereof.

"Moneys so deposited shall be used solely and only for the purpose of paying the principal of and the interest on the Bonds and shall not be used for any other purpose so long as the Bonds remain outstanding and unpaid. Pending the need for the use of the moneys so deposited, the Escrow Agent shall invest the moneys so deposited in investments lawfully permitted for District funds, all as provided in the Escrow Agreement.

"The claim and first and prior lien for the benefit of the holders of the Bonds created pursuant to this resolution and the Escrow Agreement shall be valid and binding from the time the Bonds are issued.

"Exhibit A to the Escrow Agreement is hereby amended to include an appropriate reference to the Bonds. On or prior to the delivery of the Bonds to the purchasers thereof, the District Treasurer shall furnish to the Escrow Agent an appropriate amendment to Exhibit A setting forth the appropriate details of the Bonds.

"Section 8. Filing of Resolution and Tax Levy Ordinance. Forthwith upon the passage of this resolution, the Secretary of the Board is hereby directed to file a certified copy of this resolution with the County Clerks of Cook and Du Page Counties, Illinois, and the City Clerk of the City of Chicago is hereby directed to file a certified copy of the Tax Levy Ordinance with the County Clerks of Cook and DuPage Counties, Illinois and it shall be the duty of said County Clerks to annually in and for each of the years 1986 to 1992, inclusive, ascertain the rate necessary to produce the tax levied in the Tax Levy Ordinance, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in said year for community college purposes, in order to raise the respective amounts aforesaid and in said years such annual tax shall be computed, extended and collected in the same manner as now or hereafter provided by law for the computation, extension and collection of taxes for community college purposes of the District, and when collected, the taxes hereby levied shall be placed to the credit of a special fund to be designated "Taxable Working Cash Fund Bond and Interest Fund of 1986," which fund is hereby irrevocably pledged to and shall be used only for the purpose of paying the principal of and interest on the Bonds; and a certified copy of this resolution shall also be filed with the Treasurer who receives the taxes of the District.

"Section 9. Use of Proceeds. All moneys derived from the issuance of the Bonds hereby authorized shall be used only for the purpose and in the manner provided by Sections 3-33.1 to 3-33.6, inclusive, of the Act, and the proceeds of the Bonds shall be set aside in a separate fund to be established and known and designated as the "Working Cash Fund of Community College District No. 508, County of Cook and State of Illinois", and which said Fund shall be held apart, maintained and administered as hereinabove provided, and shall not be used for any other purpose whatsoever.

"Section 10. City Proceedings. After the adoption of this Resolution a copy thereof duly certified by the Secretary of the District, shall be filed with the City Clerk of the City of Chicago with directions for presenting same to the City Council of the City of Chicago for consideration. After the City Council of the City of Chicago has adopted an Ordinance consenting to the issuance of said bonds and providing for the levy of taxes as aforesaid, a copy of such Ordinance and of the proceedings incident to its adoption, duly certified by the City Clerk of the City of Chicago, shall be filed with the Secretary of the District.

"Section 11. List of Bondholders. The Bond Registrar shall maintain a list of the names and addresses of the holders of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transfer or Bondholder.

"Section 12. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

"Section 13. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this resolution shall be in full force and effect forthwith upon its adoption."; and

WHEREAS, Under the provisions of Section 3-33.2 of the Public Community College Act, as amended, of the State of Illinois, said indebtedness may be incurred and said bonds may be issued and sold as more fully described in said Resolution with the consent of the City Council of the City of Chicago expressed by Ordinance, and this City Council desires to consent thereto and as required by said Public Community College Act, as amended, of the State of Illinois, and pursuant to the demand and under the direction of said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, further desires to provide for the levy of taxes for the payment of the principal of and interest upon said bonds; now, therefore,

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

SECTION 1. That, pursuant to provisions of the Public Community College Act, as amended, of the State of Illinois, consent is hereby given to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to incur an indebtedness in the principal amount of \$30,000,000 and to the issuance and sale of \$30,000,000 Taxable Working Cash Fund Bonds, Series 1986, of Community College District No. 508, County of Cook and State of Illinois, in evidence thereof for the purpose of providing moneys for increasing the Working Cash Fund of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, without the submission thereof to the electors of said Community College District No. 508, County of Cook and State of Illinois, or said City of Chicago for approval. Said Bonds are dated October 1, 1986 and mature and bear interest as follows:

<u>Year Maturity</u>	<u>Principal Amount</u>	<u>Rate of Interest</u>
1987	\$2,075,000	8.75 %
1988	3,675,000	8.75 %
1989	4,025,000	8.75 %
1990	4,400,000	8.25 %
1991	4,800,000	7.40 %
1992	5,275,000	7.50 %
1993	5,750,000	6.75 %

and shall be in such form and shall be executed and delivered, all as further described in said Resolution adopted by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on September 9, 1986, as aforesaid.

SECTION 2. In compliance with the demand contained in said Resolution that this City Council of the City of Chicago levy and provide for the collection of a direct annual tax upon all taxable property within Community College District No. 508, County of Cook and State of Illinois, sufficient to pay the principal of said Bonds at their maturity and to pay interest thereon as the same becomes due, there shall be and there is hereby levied and there shall be collected a direct annual tax upon all the taxable property within Community College District No. 508, County of Cook and State of Illinois, for the purpose of providing for the payment of the principal of and interest upon said \$30,000,000 Taxable Working Cash Fund Bonds, Series 1986, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, consent to the issuance of which is hereby granted, as said payments severally become due, and in particular but not in limitation of the foregoing, sufficient to produce the following sums for the following years:

<u>For the Year</u>	<u>A Tax Sufficient to Produce the Sum of:</u>
1986	\$5,520,112.50 for interest and principal
1987	\$5,689,918.75 for interest and principal
1988	\$5,703,043.75 for interest and principal
1989	\$5,720,450.00 for interest and principal
1990	\$5,761,350.00 for interest and principal
1991	\$5,860,937.50 for interest and principal
1992	\$5,944,062.50 for interest and principal

The foregoing levy of taxes being identical with the taxes provided to be levied in said Resolution hereinabove set out adopted by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on September 9, 1986.

SECTION 3. After the passage of this Ordinance, a copy thereof duly certified by the City Clerk of the City of Chicago which includes a copy of said Resolution adopted by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, on September 9, 1986, hereinabove referred to, shall be filed by the City Clerk of the City of Chicago in the office of the County Clerk of Cook County Illinois, and in the office of the County Clerk of Du Page County, Illinois, whereupon it shall be the duty of each such County Clerk to extend the taxes to be levied as required by the Constitution and laws of the State of Illinois hereunto enabling.

SECTION 4. That this ordinance shall be in full force and effect immediately upon its passage as required by law.

AUTHORITY GRANTED FOR AGREEMENT WITH ILLINOIS
STATE POLICE CONCERNING UTILIZATION OF
POLICE BOAT FOR CRIMINAL LAW
ENFORCEMENT PURPOSES.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an agreement between the City of Chicago and the Illinois State Police to utilize one of the City's police boats for criminal law enforcement purposes.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Superintendent of Police, subject to approval as to form and legality by the Corporation Counsel, is hereby authorized and directed to execute an intergovernmental agreement between the City of Chicago and the Department of State Police of the State of Illinois to allow said Department of State Police to utilize one of the

City's police boats for criminal law enforcement purposes, said agreement to be substantially in the following form:

Intergovernmental Agreement.

This Agreement entered into as of the _____ day of _____, 1986 by and between the Department of State Police, an Agency of the State of Illinois (hereinafter referred to as "D.S.P.") and the City of Chicago a municipal corporation of the State of Illinois acting through the Department of Police (hereinafter referred to as the "City"), both being "public agencies" as defined in Chapter 127, Section 742, Illinois Revised Statutes.

Whereas, Section 5 of the Intergovernmental Cooperation Act (Ch. 127, Sec. 745, Illinois Revised Statutes) provides for intergovernmental contracts to be entered into by public agencies of the State of Illinois in order to perform or further the performance of governmental undertakings which said agencies are authorized to perform; and

Whereas, the City currently owns and operates a fleet of motorized power boats used to patrol and to enforce the criminal laws of the State of Illinois on the navigable waterways within and adjacent to the corporate limits of City; and

Whereas, D.S.P. desires to enhance its enforcement of the criminal laws of the State of Illinois on and upon said navigable waterways; and

Whereas, City agrees to make available to D.S.P. and D.S.P. desires to utilize one of the City's fleet of motorized power boats, fully described in attachment A hereto, with all accessories listed thereon, identified as boat M-4;

Now, Therefore, it is agreed by and between the parties hereto as follows:

1. City hereby gives D.S.P. the right and privilege to use M-4 during a term commencing on the date of the approval of the authorizing ordinance by the City Council of the City of Chicago and terminating whenever either party gives the other party hereto ten (10) days written notice of such termination.
2. During the term of this agreement, D.S.P. shall be responsible for all expenses incident to the use of said boat, including, but not limited to, maintenance, insurance, fuel, parts, repairs, docking and storage and registration or license fees.
3. D.S.P. shall have the right to display the identification of D.S.P. on said boat during the term of this agreement but upon termination thereof shall restore the boat to the appearance existing at the commencement of the term.
4. D.S.P. shall be responsible for operating the boat with personnel who are trained and qualified, and, at the request of City, D.S.P. shall provide the qualifications of said personnel.

5. D.S.P. shall return M-4 to the City in as good a condition as received, with ordinary wear and tear excepted, and throughout the term shall keep it in good repair and perform all necessary preventive maintenance thereon.

6. D.S.P. accepts the risk of any and all loss, damage, destruction or any other expenses related to its use of M-4, said boat having been inspected and accepted by D.S.P. in good condition.

7. D.S.P. shall indemnify and defend City and hold City harmless from any and all liability or claims which result from or arise out of the use of M-4 by D.S.P.

8. D.S.P. shall use M-4 in the performance of D.S.P.'s duties and responsibilities as prescribed by statute, and M-4 shall not be used for any purpose unrelated to said duties.

In Witness Whereof, the parties hereto have executed this Agreement as of the day and date first written above.

[Signature forms omitted for printing purposes.]

Attachment A attached to this agreement reads as follows:

Attachment A

Marine Unit M-4 is a forty-two (42') foot, aluminum hull, twin screw diesel boat built in 1984 by MonArk Boat Company in Monticello, Arkansas. M-4 is powered by twin screw 8 V-71 Detroit Diesel Engines.

The Electronic Equipment on board M-4 consists of the items listed below:

1. Furuno FR 2300 Radar Unit
2. Regency Polaris, Radio Directional Finder
3. Loran "C" 9900 Texas Instrument
4. Ship to Shore Radio Telephone Mopar Electronics
5. Deputy Sounder, Sandpiper
6. Police Radio, City Wide No. 2 Motorola
7. Car to Car Radio Motorola
8. Compass
9. Mars Clarion
10. Miscellaneous equipment -- Homelite Pump, fire fighting equipment, resuscitator, rescue equipment, and lines, etc.

AUTHORITY GRANTED FOR ISSUANCE OF FINAL LOAN
COMMITMENTS FOR REHABILITATION LOANS.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing the issuance of final loan commitments from either Community Development Block Grant Funds or Rental Rehabilitation Program Funds.

Alderman Tillman presented the following proposed amendment to the said proposed ordinance:

"I hereby move to amend the ordinance passed by the Committee on Finance concerning the Community Development Block Grant loans by deleting the following project:

Allen L. Bendowski
5726-5744 South King Drive
40 d.u.s.

410,000 460,228"

Alderman Burke moved to *Adopt* the foregoing proposed amendment. The motion *Prevailed* by a viva voce vote.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6 (a), Article VII of the 1970 Constitution of the State of Illinois, has heretofore found and does hereby find that there exists within the City a serious shortage of decent, safe and sanitary rental housing available to persons of low and moderate income; and

WHEREAS, The City has determined that the continuance of a shortage of rental housing affordable to persons of low and moderate income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The Government of the United States, pursuant to authority granted it in Section 17 of the United States Housing Act of 1937, as amended, has created the Rental Rehabilitation Program (the "Rental Rehabilitation Program") in Section 301 of the

Housing and Urban Rural Recovery Act of 1983, which program among other things, provides for Federal grants to local governments to help finance rehabilitation of privately owned residential structures devoted primarily to rental use and which units are eligible for rent subsidy programs so as to increase their accessibility to low and moderate income persons; and

WHEREAS, The United States Department of Housing and Urban Development has approved the allocation of \$13,241,900.00, of Rental Rehabilitation Program grant funds to the City; and

WHEREAS, The City of Chicago has programmed \$1,100,000 in Year XI Community Development Block Grant funds for its Multi-Unit Rehabilitation Assistance Program ("Multi-Program"), wherein low interest rehabilitation loans are made available to owners of rental properties containing five or more dwelling units in low and moderate income areas, and MULTI Program administered by the City's Department of Housing; and

WHEREAS, The Department of Housing has preliminarily reviewed and approved the making of nine (9) low interest rehabilitation loans in the aggregate amount \$2,932,333.00, said loans to be funded in part with Rental Rehabilitation Program funds and in part with MULTI Programs funds where said funds, when loaned, will leverage an additional \$2,841,417.00 in private investment for the rehabilitation of 197 dwelling units, and wherein said loans are each in excess of \$75,000 and are more particularly described in "Exhibit A" attached hereto and made a part hereof; and

WHEREAS, The City Council of the City, by an ordinance duly adopted on February 20, 1985, authorized certain technical amendments to the Substitute Ordinance (passed by the City Council on June 6, 1984) Authorizing Submission of the Final Statement of Objectives and Projected Use of Funds for Community Development Block Grant Entitlement to the U. S. Department of Housing and Urban Development for the Year XI Community Development Block Grant funds shall be subject to the review and approval of City Council; now, therefore,

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

SECTION 1. The Commissioner of the Department of Housing is hereby authorized to issue final loan commitments to the proposed owners/borrowers itemized in Exhibit A for a loan amount listed therein.

SECTION 2. The aforesaid Commissioner is hereby authorized to enter into, negotiate and execute such agreements, documents, or notes as are required or necessary to implement the terms and program objectives of the Rental Rehabilitation and the MULTI Programs.

SECTION 3. This ordinance shall be in full force and effect by and from the date of its passage.

Exhibit A attached to this ordinance reads as follows:

Exhibit A.

Owner/Borrower	Rental Rehab/Multi	Private
King Drive Association 4351-4359 South King Drive 18 d.u.s.	\$460,000	\$400,626
Edwynne G. Jones 4851-4857 South Evans 19 d.u.s.	208,296	175,000
Terrance Young Walter Williams 4936 South Champlain 7 d.u.s.	93,000	100,477
Dr. Roger Berkley 6900 South Michigan 24 d.u.s.	620,000	287,000
Richard Banks 301 South Central 39 d.u.s.	350,000	340,685
Dean Kreiter 4810 West Armitage 6 d.u.s.	102,500	174,570
Walter Hodgkinson 5001-5003 North Sawyer 13 d.u.s.	125,000	205,000
1325 North Shore Association 1325 North Shore 31 d.u.s.	563,537	697,651

SUMMARY:

Total Projects:	9
Total Dwelling Units:	197
Total Private Financing:	\$2,841,417.00
Total C.D.B.G./R.R.:	<u>\$2,932,333.00</u>
Total:	\$5,773,750.00

AUTHORITY GRANTED FOR EXECUTION OF REDEVELOPMENT
AGREEMENT WITH NEW REGAL THEATER LIMITED
PARTNERSHIP.

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 in the amount of \$1,000,000.00, with the New Regal Theater Limited Partnership. The purpose of this agreement is to assist in the rehabilitation of an existing structure located in the vicinity of the 1600 block of East 79th Street and the rehabilitation of an existing structure immediately adjacent thereto.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, by ordinance passed February 26, 1986, authorized the submission of an application to the Illinois Development Finance Authority for an Illinois Development Action Grant to promote economic development in the City of Chicago; and

WHEREAS, In response to said application, the Illinois Development Finance Authority has approved Illinois Development Action Grant No. B-85-AA-17-0211 which provides funds to the City which may be loaned to the New Regal Theater Limited Partnership, an Illinois Limited Partnership, in the amount of \$1,000,000, to assist in the rehabilitation of an existing theater building, an adjacent office building and parking facilities located in the vicinity of the 1600 block of East 79th Street, Chicago, Illinois, which activities will, among other things, create expanded employment opportunities in the City; now, therefore,

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

SECTION 1. The Commissioner of the Department of Planning of the City of Chicago is authorized to enter into and execute, on behalf of the City, a Redevelopment Agreement by which the City will, upon granting of sufficient security, lend \$1,000,000 to the New Regal Theater Limited Partnership ("Partnership"), for the purpose of rehabilitating an existing theater, an adjacent office building and parking facilities located in the vicinity of the 1600 block of East 79th Street, Chicago, Illinois said facilities to be leased for commercial purposes. The Redevelopment Agreement further obligates the Partnership to commence and complete the aforementioned project by expanding approximately \$3,100,000 in private funds; and further obligates the Partnership to use its best efforts to create 250 new permanent job opportunities as set forth in the Illinois Development Action Grant to the City.

SECTION 2. The Commissioner of the Department of Planning is further authorized to enter into and execute all other instruments, documents and agreements as may be necessary and proper to effectuate the terms and conditions of Illinois Development Action Grant Number B-85-AA-17-0211, and the Redevelopment Agreement, said Redevelopment Agreement being substantially in the form attached hereto as Exhibit A.

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

The Redevelopment Agreement (Exhibit A) attached to this ordinance reads as follows:

This Agreement, executed on _____, 1986 is made by and between the City of Chicago, Illinois, a public body corporate (the "City"), and New Regal Theater Limited Partnership, an Illinois limited partnership (the "Developer"). In consideration of the mutual obligations and undertakings contained herein, the City and the Developer agree as follows:

1. Recitals.

1.1 The Developer is an Illinois limited partnership whose sole general partner is Regal Theater Inc., an Illinois corporation.

1.2 The Developer has entered into an agreement to purchase from Soft Sheen Foundation certain real estate improved with a 2300 seat theater known as the Avalon Theater, an adjacent building and parking facilities, located in the vicinity of the 1600 block of East 79th Street, Chicago, Illinois ("Project Real Estate").

1.3 The Developer will acquire the Project Real Estate by the assignment through Soft Sheen Foundation to the Developer of the entire beneficial interest in and the power of direction of the land trusts which hold title to the Project Real Estate ("Land Trusts"). The Developer will be sole beneficiary and will control the sole power of direction of the Land Trusts.

1.4 The Developer intends to renovate and restore the theater, adjacent parking facilities and, to the extent funds are available, the adjacent building for the purpose of creating a performing arts center and commercial and retail space (the "Project"). The theater will be known as the New Regal Theater.

1.5 The Department of Planning of the City of Chicago (the "Department") has applied to the Illinois Development Finance Authority ("I.D.F.A.") for a One Million Dollar (\$1,000,000) Illinois Development Action Grant ("I.D.A.G.") for the purpose of providing a low-interest loan to the Developer; such loan to be made and secured in accordance with this Agreement and the Redevelopment Documents (as hereinafter defined).

1.6 The aforementioned I.D.A.G. application was authorized by the City Council of the City by an Ordinance passed February 26, 1986, and printed in the Journal of Proceedings of the City Council at pages 28054-5.

1.7 I.D.F.A. approved on June 18, 1986 the making of a \$1,000,000 I.D.A.G. to the City for the Project on the terms and conditions set forth in the grant agreement entered into between I.D.F.A. and the City ("I.D.A.G. Agreement").

1.8 The implementation of the financing program described herein will be of benefit to the Developer in developing the Project as contemplated by this Agreement.

1.9 The development of the Project would not reasonably be anticipated without the financing program contemplated by this Agreement.

1.10 The Developer desires to complete the Project in accordance with this Agreement, the Redevelopment Documents and the I.D.A.G. Agreement.

1.11 The Developer proposes to enter into an operating lease with a suitable operator with respect to the New Regal Theater portion of the Project Real Estate.

1.12 The City has determined that the Project will promote the welfare of the citizenry of the City.

2. Definitions.

In addition to any other definitions contained herein, the following words and terms as used in this Agreement shall have the meanings set forth below unless the context or use indicates another or different meaning or intent:

Affiliate of Developer: Any person or entity, except for the City and the Bank, who or which (i) has an ownership interest in and control of the Developer or in an entity having an ownership interest in and control of Developer, whether such interest is held directly or indirectly or through other entities, (ii) is an officer, director, employee, agent, nominee, trustee, beneficiary, or partner of the Developer or an entity having an ownership interest in and control of the Developer whether such interest is held directly or indirectly or through one or more entities or (iii) has a legal or beneficial interest in any contract, agreement or other arrangement with the Developer or a person or entity having an ownership interest in and control of the Developer, whether such interest is held directly or indirectly through one or more entities, pertaining to the development, management, sale, leasing or construction in or on the Project Real Estate. As used in this definition and this Agreement, the term "entity" includes, but is not limited to, corporations, partnerships, trusts, estates and any other business organization or association, and the term "person" includes a spouse and brothers, sisters, ancestors and lineal descendants of the person.

Affirmative Action Plan: The affirmative action/equal opportunity/minority business plan, substantially in the form attached hereto as Exhibit 19, to be complied with by the Developer in connection with the Project.

Approved Design Plans: The final design development drawings and specifications prepared by the Developer for the renovation of the Project Real Estate consistent with and based upon the Approved Schematics and approved by the City as provided in Section 8.2.

Approved Final Plans and Specifications: The final working drawings and specifications prepared by the Developer for the renovation of the Project Real Estate consistent with and based upon the Approved Design Plans and approved by the City as provided in Section 8.2.

Approved Schematics: The schematic drawings prepared by the Developer for the renovation of the Project Real Estate and approved by the City as provided in Section 8.2.

Architect: d'Escoto, Inc., the architect selected by the Developer for renovation of the Project Real Estate, or any successor or substitute architect approved by the City.

Bank: Drovers Bank of Chicago, or any successor or substitute lender bank approved by the City.

Bank Loan: The One Million Six Hundred Thousand Dollars (\$1,600,000) to be loaned by the Bank to the Developer for application to the renovation of the Project Real Estate in accordance with Articles 7 and 8 of this Agreement.

Bank Loan Closing: The procedure for the consummation of the Bank Loan as described in Article 5 of this Agreement.

Bank Loan Note: The Promissory Note of the Developer and the Land Trustee evidencing the obligation to repay the Bank Loan in form and substance satisfactory to the City.

Bank Loan Security Documents: The Bank Loan Mortgage, the First Collateral Assignment of Beneficial Interest, the First Assignment of Rents and the First Security Agreement.

Bank Mortgage: The Mortgage granted by the Developer and the Land Trustee to the Bank as security for the Bank Loan Note in form and substance satisfactory to the City.

Commissioner: The Commissioner of the Department of Planning of the City or such other person as may be designated by the Mayor of the City.

Complete: The substantial completion of any Work as the context requires. For the purpose of this definition, the renovation of the Project Real Estate will be considered Complete when (i) the "shell and core" for the office space and retail space portions of the Project Site Improvements are substantially finished (but subject to insubstantial incomplete matters such as the correction or completion of "punch list items") and ready for the installation of "tenant finishing work" and (ii) the theater portions of the Project Site Improvements are substantially finished (but subject to insubstantial incomplete matters such as construction and completion of "punch list items") and ready for occupancy by the Operator pursuant to the Operating Lease. This definition of "Complete" also is applicable to other forms of the word "Complete," such as "Completion" and "Completed," as used in this Agreement.

Completion Certificate: The certificate to be issued by the City pursuant to Section 8.6 of this Agreement.

Construction Contract: The agreement or agreements between the Developer and contractors and workmen providing for renovation of the Project Real Estate which agreement or agreements shall be attached to this Agreement as Exhibit 12.

Construction Escrow Agreement: The Construction Escrow Agreement among the City, the Bank, the Developer and the Construction Escrowee, consistent with and containing such terms and conditions as are required in Article 7 and to be attached hereto as Exhibit 10 with such modifications as may be required by I.D.F.A., the Bank or the Construction Escrowee.

Construction Escrowee: Intercounty Title Company of Illinois or such other person approved by the City and the Developer as may from time to time be serving as escrowee under the Construction Escrow Agreement.

Construction Manager: d'Escoto, Inc., an Illinois corporation, the construction manager selected by the Developer, or any successor or substitute construction manager approved by the City.

Construction Manager Agreement: The agreement between the Developer and d'Escoto, Inc., providing for management of the renovation of the Project Real Estate, substantially in the form of Exhibit 13 to this Agreement.

Consulting Architect: An architect, engineer or firm of architects or engineers selected by the Developer, approved by the City, and licensed by, or permitted to practice in, the State of Illinois, which architect, engineer or firm of architects or engineers shall not be an Affiliate of Developer and in any case shall have no interest, direct or indirect, in the Developer.

Covenant: The instrument to be delivered to the City pursuant to Section 8.2 of this Agreement.

Developer: New Regal Theater Limited Partnership, an Illinois limited partnership with its only purpose and activity the performance of the Project.

Developer Financing Statements: The U.C.C. financing statements required to be filed to evidence the security interests of the City established by the Project Loan Security Documents and in the form attached hereto as Exhibit 8.

Development Costs: All costs, expenses and expenditures incurred or anticipated to be incurred for the Project including, but not limited to, the purchase price of the Project Real Estate, syndication costs (including but not limited to underwriting fees, due diligence fees and legal fees), loan fees, interest, real estate taxes, amounts paid to contractors and tradesmen for labor and materials, and all other construction costs, costs of "tenant improvements" (although incurred after Completion), costs of relocating utilities and other site work, amounts paid for fixtures, machinery, equipment and furnishings of all types and kinds, title insurance premiums and charges, architects' fees, surveyors' fees, attorneys' fees, permit fees, management fees, consultants' fees, construction manager's fees, developer fees, acquisition fees, heat, electricity, fuel, and insurance and amounts budgeted although not necessarily expended, brokers' and leasing commissions, amounts

paid for tenant inducements and tenant allowances, other marketing costs, and any losses resulting from the operation expenses exceeding revenues through the date a Completion Certificate is issued.

Event of Default: Any one or more of the conditions or events specified in the document to which reference is made as being an Event of Default and when used in reference to this Agreement the conditions or events specified in Section 12.1.

First Assignment of Rents: The First Assignment of Rents and Leases from the Developer and the Land Trustee to the Bank as security for the Bank Loan Note in form and substance satisfactory to the City.

First Collateral Assignment of Beneficial Interest: The collateral assignment by the Developer to the Bank of all of the Developer's right, title and interest in, to and under the Land Trusts as security for the Bank Loan Note in form and substance satisfactory to the City.

First Collateral Assignment of Construction Contracts: The collateral assignment of the architects' contracts, general contractor's contracts and permits pertaining to the Project Real Estate made by the Developer to the City as security for the Project Loan Note in the form attached to this Agreement as Exhibit 4.

First Collateral Assignment of Management and Leasing Agreements: The collateral assignment of management agreements and leasing agreements pertaining to the Project Real Estate, made by the Developer to the City as security for the Project Loan Note in the form attached to this Agreement as Exhibit 5.

First Security Agreement: The Security Agreement between the Developer and the Bank securing the Bank Loan Note in form and substance satisfactory to the City.

Foundation: The Soft Sheen Foundation, an Illinois not-for-profit corporation.

Foundation Loan: The amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) to be loaned by the Foundation to the Developer for the sole purpose of acquiring the Project Real Estate.

Foundation Mortgage: The Purchase Money Mortgage granted by the Developer to the Foundation as security for the Foundation Loan Note in form and substance satisfactory to the City.

Foundation Loan Note: The Promissory Note of the Developer and the Land Trustee evidencing the obligation to repay the Foundation Loan in form and substance satisfactory to the City.

General Partner: Regal Theater, Inc., an Illinois corporation, the general partner of the Developer.

I.D.A.G.: The Illinois Development Action Grant No. B-85-AA-17-0211 in the amount of One Million Dollars (\$1,000,000) made to the City by I.D.F.A. pursuant to the Grant

Agreement dated _____, 1986, the proceeds of which are to be loaned to the Developer, and evidenced by the Project Loan Note in conformity with Article 6, for renovation of the Project Site Improvements.

I.D.A.G. Agreement: The Grant Agreement dated _____, 1986 between the City and I.D.F.A. governing the I.D.A.G. and attached hereto as Exhibit 16.

I.D.A.G. Eligible Development Costs: Development costs eligible to be paid from the proceeds of the Project Loan pursuant to Exhibit A to the I.D.A.G. Agreement.

Intercreditor Agreement: The Intercreditor Agreement, in the form attached to this Agreement as Exhibit 9, between the City, the Bank, and the Foundation.

Land Trustee: Beverly Bank of Chicago as trustee under the provisions of the Trust Agreement between the Developer, as assignee of the Soft Sheen Foundation, and the Land Trustee, dated April 17, 1985 and known as Trust Number 8-7902 and the Trust Agreement between the Developer, as assignee of the Soft Sheen Foundation, and the Land Trustee, dated April 17, 1985 and known as Trust Number 8-7903.

Land Trusts: The Illinois land trusts established pursuant to the Trust Agreement between the Developer, as assignee of the Soft Sheen Foundation, and the Land Trustee, dated April 17, 1985 and known as Trust Number 8-7902, and pursuant to the Trust Agreement between the Developer, as assignee of the Soft Sheen Foundation, and the Land Trustee, dated April 17, 1985 and known as Trust Number 8-7903.

Operator: The tenant under the Operating Lease.

Operating Lease: The Lease from the Developer and the Land Trustee to the Operator providing for the operation and management of the New Regal Theater portion of the Project Real Estate by the Operator and, substantially identical in form and substance to Exhibit 14 attached hereto or any successor or substitute lease of such premises.

Performance Bonds: The performance bonds to be required by the Developer under the Construction Manager Agreement Construction Contracts to bond the Construction Manager or Contractors for its or their performance and payment thereunder.

Performance Guaranty: The Performance Guaranty to be executed by the Developer and the General Partner, providing for the guarantee by the Developer and the General Partner of the faithful performance of the Developer's obligations hereunder, substantially in the form attached to this Agreement as Exhibit 11.

Permitted Delays: With respect to the Developer's obligation to Complete the renovation of the Project Real Estate, any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions and any other like, or unlike, event or condition beyond the reasonable control of the Developer which in fact interferes with the ability of the Developer to do the work. With respect to the City's ability to perform its other obligations under this Agreement, any delay resulting from the conduct of any judicial, administrative or legislative proceeding or caused by litigation or by proceedings challenging the authority or right of the City to act under the

Redevelopment Documents or perform under this Agreement. The City shall diligently contest any such proceedings and any appeals therefrom. The City may settle a contested proceeding at any point, so long as the settlement results in the City's ability to perform pursuant to this Agreement and so long as any such settlement does not impose additional substantial obligations on the Developer or materially increase the City's obligations under this Agreement.

Permitted Encumbrances: (i) the Redevelopment Documents; (ii) liens for taxes and special assessments which are not then delinquent; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions existing on the date hereof which will not materially interfere with or materially impair the operation of the Project Real Estate for the purposes described in this Agreement; (iv) zoning laws and similar restrictions which are not violated by the Project Real Estate; (v) all right, title and interest of the State of Illinois, the City and the public in and to that portion, if any, of the Project Real Estate used for a public way and in and to tunnels, and passage-ways over, under or upon a public way; (vi) liens and encumbrances created in favor of the City pursuant to this Agreement; (vii) liens and encumbrances created in favor of the Bank pursuant to this Agreement, but solely with respect to the proceeds of the Bank Loan, as defined herein and as evidenced by the Bank Loan Note dated as of the Project Loan Closing Date, and not with respect to any additional monies loaned or advanced to the Developer by the Bank; (viii) liens and encumbrances created in favor of the Foundation pursuant to this Agreement, but solely with respect to the proceeds of the Foundation Loan, as defined herein and as evidenced by the Foundation Loan Note, and not with respect to any additional monies loaned or advanced to the Developer by the Foundation; and (ix) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are set forth in Exhibit 15 to this Agreement or permitted by the Commissioner.

Project: The renovation and the restoration of the theater, adjacent parking facilities and to the extent funds are available, the adjacent building situated on the Project Site for the purpose of creating a performing arts center and commercial and retail space.

Project Loan: The loan in the amount of One Million Dollars (\$1,000,000) made by the City to the Developer from the I.D.A.G. proceeds for renovation of the Project Real Estate, as provided in Article 6.

Project Loan Note: The Promissory Note of the Developer and the Land Trustee evidencing the obligation to repay the Project Loan and in substantially the form attached to this Agreement as Exhibit 1.

Project Loan Security Documents: The Project Mortgage, the Subordinate Collateral Assignment of Beneficial Interest, the Subordinate Security Agreement, the First Collateral Assignment of Construction Contracts, First Collateral Assignment of Management and Leasing Agreements and the Subordinate Assignment of Rents.

Project Mortgage: The mortgage granted by the Developer and the Land Trustee to the City as security for the Project Loan Note in substantially the form attached to this Agreement as Exhibit 2.

Project Personalty: All of the Developer's tangible personal property and equipment used in connection with the operation of the Project Real Estate and subject to the security interest created under the Subordinate Security Agreement.

Project Real Estate: The Project Site and the Project Site Improvements, collectively.

Project Site: The land on which the Avalon Theater, the adjacent building and parking facilities are situated, legally described as follows:

Lots 57 through 74, both inclusive, and Lots 94 through 100, both inclusive, in the Subdivision of the West 1111 feet of the Northwest quarter of Section 36, Township 38 North Range 14, East of the Third Principal Meridian, lying Northeast of South Chicago Ave., in Cook County, Illinois (commonly known as 1621-1635 East 79th Street, 1645 East 79th Street, 1661-1665 East 79th Street, and 7955 South Chicago Avenue),

together with all and singular tenements, rights, easements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter appertaining to such land.

Project Site Improvements: The buildings commonly known as the Avalon Theater located at 1645 East 79th Street, Chicago, Illinois and also the adjacent building and parking facilities located at 1621-1635 East 79th Street, 1661-1665 East 79th Street, and 7955 South Chicago Avenue, Chicago, Illinois and situated on the Project Site, and all other improvements now or hereafter existing or constructed on the Project Site, together with all fixtures appurtenant thereto.

Qualified Investments: Investments in (i) direct obligations of, or obligations the principal of and interest on which are fully guaranteed by, the United States of America; (ii) obligations issued or guaranteed by any agency or instrumentality of the United States of America, (iii) certificates of deposit of, and time deposits in, any bank (as defined by the Illinois Banking Act), which certificates and deposits are insured by the Federal Deposit Insurance Corporation or other similar federal agency; and (iv) commercial paper of an issuer which is rated not less than A-1 and prime-one or their equivalents, by Standard & Poors Corporation and Moody's Investors Service, Inc., respectively, or their successors.

Redevelopment Documents: This Redevelopment Agreement, the I.D.A.G. Agreement, the Bank Loan Note, the Project Loan Note, the Foundation Loan Note, the Approved Design Plans, the Approved Final Drawings and Specifications, the Construction Contract, the Construction Escrow Agreement, and the Operating Lease.

Second Subordinate Assignment of Rents: The Second Subordinate Assignment of Rents and Leases from the Developer and the Land Trustee to the Foundation as security for the Foundation Loan Note, such security interest to be subordinate to that of the Bank and the City.

Subordinate Assignment of Rents: The Subordinate Assignment of Rents and Leases from the Developer and the Land Trustee to the City as security for the Project Loan Note in the form attached to this Agreement as Exhibit 6.

Subordinate Collateral Assignment of Beneficial Interest: The Collateral assignment by the Developer to the City of all of the Developer's right, title and interest in, to and under the Land Trusts as security for the Project Loan Note in the form attached to this Agreement as Exhibit 3.

Subordinate Security Agreement: The Subordinate Security Agreement between the Developer and the City securing the Project Loan Note in the form attached to this Agreement as Exhibit 7.

Title Company: Intercounty Title Company of Illinois, or any successor or substitute title company approved by the City.

Unmatured Event of Default: Any condition or event which with the passage of time or the giving of notice, or both, would constitute an Event of Default.

Work: Any and all remodeling, reconstruction, demolition or construction constituting a part of the Project and the furnishing of materials to the Project in connection therewith.

Written Request: With reference to the Developer, a writing signed on behalf of the General Partner of the Developer.

3. Conditions Precedent to Project Loan Closing.

The parties acknowledge and agree that the obligation of the City to make the loan contemplated by this Agreement is expressly conditioned upon the prior performance by the Developer of each of the following conditions:

3.1 Bank Loan Commitment. The Developer shall submit to the City a true and correct copy of its commitment from the Bank to fund a construction and permanent loan of not less than One Million Six Hundred Thousand Dollars (\$1,600,000) for the redevelopment of the Project Real Estate, which commitment shall be in accordance with Article 5 of this Agreement and shall contain only such conditions as shall be satisfactory to the City.

3.2 Acquisition of Project Real Estate. The Developer shall have acquired the Project Real Estate through the assignment by the Foundation to the Developer of the entire beneficial interest in and the power of direction of the Land Trusts in accordance with Article 4 of this Agreement.

3.3 Approval of Design Plans and Construction Contracts. The Developer shall have received the City's approval of the plans and specifications for the renovation of the Project Real Estate in accordance with Section 8.2 of this Agreement, and shall have entered into the Construction Contract in accordance with Section 7.3 of this Agreement.

3.4 Compliance with Laws. The Developer shall have obtained and shall furnish to the City (a) certified copies of all permits, licenses and approvals, consents or authorizations (including, without limitation, building permits, environmental protection permits, water and storm sewer tie-in permits) necessary to commence construction of the Project and (b) evidence satisfactory to the City of the availability of all necessary utilities required for the Project.

3.5 Financial Statements. The Developer shall furnish to the City current financial statements as of a date and in form satisfactory to the City.

3.6 No Material Change. There shall have occurred no material change in the composition or financial condition of the Developer or in the commitment of the Bank to fund the construction loan or, at the discretion of the City, in the feasibility of the Project.

3.7 Appraisal. The Developer shall have delivered to the City the appraisal of the Project Real Estate performed by an M.A.I. appraiser satisfactory to the City showing the value of the Project Real Estate to be not less than One Million Five Hundred Thousand Dollars (\$1,500,000) and an as-built appraisal showing the projected value of the Completed Project to be not less than Four Million One Hundred Thousand Dollars (\$4,100,000).

3.8 Termite Inspection. The Developer shall have conducted at the Project Real Estate a termite inspection satisfactory to the City and shall furnish the results thereof to the City for approval.

3.9 Covenants. The Developer shall have performed each and every covenant and agreement required to be performed pursuant to any provision of this Agreement prior to the disbursement of any proceeds of the Project Loan.

3.10 Operating Lease. The Developer shall have entered into an Operating Lease in form and substance satisfactory to the City, the terms and conditions of which shall be substantially similar to those contained in Exhibit 14 attached hereto.

3.11 Intercreditor Agreement. The City, the Bank, and Foundation shall each have executed an Intercreditor Agreement substantially in the form to be attached hereto as Exhibit 9.

4. Foundation Loan.

4.1 Use of Foundation Loan. Prior to the date of the Project Loan Closing, the Foundation shall have made a Foundation Loan in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to the Developer, the proceeds of which shall have been used by the Developer for the purpose of acquiring the Project Real Estate from the Foundation.

4.2 Foundation Loan Note. The Foundation Loan shall be evidenced by the Foundation Loan Note to be issued by the Developer to the Foundation in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000). Interest shall accrue at the rate of ten percent (10%) per annum and shall become payable monthly only after Completion of the Project, with the entire balance of the principal and accrued interest due and payable on a date not before payment in full of the Project Loan Note plus any interest accrued thereon, and in no event sooner than one year from the date of completion of the Project. At any time after both the

Project Loan Note and the Bank Loan Note have been paid in full, the Foundation Loan Note may be prepaid, in whole or in part, without penalty or premium. Any such prepayment will first be applied to accrued and unpaid interest and then to principal.

4.3 Transfer of the Project Real Estate. Upon consummation of the Foundation Loan and in exchange for the Foundation Loan Note, the Foundation shall assign to the Developer the entire beneficial interest in and the power of direction of the Land Trusts holding title to the Project Real Estate.

4.4 Security for the Foundation Loan Note. The Foundation Loan Note shall be secured by the Foundation Mortgage (which mortgage shall be, by the terms on its face, subordinate to all of the Bank Loan Security Documents, including the Bank Mortgage, and to all of the Project Loan Security Documents, including the Project Mortgage) and the Second Subordinate Assignment of Rents.

4.5 Developer's Deliveries to City of Foundation Loan Documents. At or prior to the Project Loan Closing, the Developer shall deliver to the City certified copies of the following:

(a) The Foundation Loan Note, executed on behalf of the Developer and the Land Trustee;

(b) The Foundation Mortgage, executed on behalf of the Developer and the Land Trustee; and

(c) The Second Subordinate Assignment of Rents, executed on behalf of the Developer and the Land Trustee.

4.6 Intercreditor Agreement. Prior to Closing, the Foundation shall enter into an Intercreditor Agreement, substantially in the form to be attached hereto as Exhibit 9, with the Bank and the City.

5. Bank Loan.

5.1 Use of Bank Loan. The Bank shall make a loan to the Developer, in an amount not less than One Million Six Hundred Thousand Dollars (\$1,600,000), pursuant to terms and conditions substantially identical to those stated in the commitment submitted to the City pursuant to Section 3.1 hereof, and the Bank Loan Closing shall occur simultaneously with the Project Loan Closing. The proceeds of the Bank Loan shall be disbursed to the Developer pursuant to this Agreement and shall be used by the Developer to pay Development Costs incurred in connection with the Project and in conformity with this Agreement.

5.2 Bank Loan Note. The Bank Loan shall be evidenced by the Bank Loan Note, to be in form and substance satisfactory to the City.

5.3 Security for the Bank Loan Note. The Bank Loan Note shall be secured by the Bank Mortgage, the First Collateral Assignment of Beneficial Interest, the

First Security Agreements, and the First Assignment of Rents, each to be in form and substance satisfactory to the City. The Bank Mortgage shall be superior to the Project Mortgage and the Foundation Mortgage.

5.4 Disbursement of Bank Loan Proceeds. The proceeds of the Bank Loan shall be deposited by the Bank with the Construction Escrowee to be disbursed from time to time to pay, or to reimburse the Developer for the payment of, Development Costs in accordance with Section 7.4 hereof and the I.D.A.G. Agreement.

5.5 Developer's Deliveries to City of Bank Loan Documents. As express conditions to the Project Loan Closing, the Developer shall deliver to the City at the Bank Loan Closing, to be held simultaneously with the Project Loan Closing, certified copies of the following:

(a) The Bank Loan Note, executed on behalf of the Developer and the Land Trustee;

(b) The Bank Mortgage, executed on behalf of the Developer and the Land Trustee;

(c) The First Collateral Assignment of Beneficial Interest, executed on behalf of the Bank and the Developer and the Land Trustee;

(d) The First Assignment of Rents, executed on behalf of the Developer and the Land Trustee;

(e) The First Security Agreement, executed on behalf of the Bank and the Developer and the Land Trustee; and

(f) The A.L.T.A. mortgage title insurance policy from the Title Company insuring the lien of the Bank Mortgage to be a valid first lien subject only to Permitted Encumbrances, but not including the Project Mortgage or any other liens created in favor of the City pursuant to this Agreement.

5.6 Intercreditor Agreement. Prior to Closing, the Bank shall enter into an Intercreditor Agreement, substantially in the form to be attached hereto as Exhibit 9, with the City and the Foundation.

5.7 Additional Advances by Bank. No increase in the amount of Bank Loan over the amount evidenced by the Bank Loan Note dated as of the Project Loan Closing, nor any other additional monies that may be advanced to the Developer from time to time by the Bank, shall be secured by the Bank Mortgage or any other security interest of any kind having priority over any of the rights or security interests created in favor of the City pursuant to this Agreement and the Project Loan Security Documents.

6. Project Loan.

6.1 Use of the Project Loan. The City hereby agrees to make the Project Loan to the Developer in the principal amount of One Million Dollars (\$1,000,000), or such lesser amount as shall be requested by and disbursed to the Developer pursuant to this Agreement, which shall be used by the Developer to pay those Development Costs which are I.D.A.G. Eligible Development Costs incurred pursuant to the Project and in conformity with this Agreement and the provisions of the I.D.A.G. Agreement. The Developer acknowledges that the sole source of funds for the Project Loan is the proceeds of the I.D.A.G. which the City is entitled to draw upon pursuant to and only in accordance with the I.D.A.G. Agreement.

6.2 Project Loan Note. The Project Loan shall be evidenced by the Project Loan Note in the form attached hereto as Exhibit 1. The Project Loan Note shall be issued by the Developer and the Land Trustee to the City, shall be dated the date of the Project Loan Closing, shall be in grid form to provide for the increase of the outstanding principal amount thereof as proceeds of the Project Loan are disbursed by the City and as interest to be deferred accrues, and shall be in the principal amount equal to the aggregate of the amounts from time to time endorsed by the City on the grid attached thereto. The amounts from time to time outstanding thereunder shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years following the initial disbursement, four percent (4%) per annum for the second two years and five percent (5%) per annum thereafter, computed on the basis of a year consisting of three hundred sixty-five (365) days and paid for actual days elapsed. Interest only, at the rate of three percent (3%) per annum, shall be payable monthly during the term of the Project Loan, with the entire balance of the principal and accrued interest due and payable on the maturity date. Until entire principal and any accrued interest have been paid in full, the Project Loan Note shall bear additional interest equal to twenty-five percent (25%) of the Developer's net annual cash flow (as hereinafter defined), such additional interest to begin accruing on the date that interest on the Project Loan Note begins to accrue and to be payable annually within sixty (60) days of the Developer's fiscal year end, provided, however, that no such additional interest shall be due for any fiscal year in which the Developer's return on equity in the Project (on a noncumulative basis) does not exceed twelve and one-half percent (12-1/2%). The Project Loan Note shall mature ten (10) years from the date of the Project Loan Closing. The Project Loan Note may be prepaid, in whole or in part, at any time without penalty or premium any such prepayment will be first applied to accrued and unpaid interest and then to principal. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal and interest shall bear interest at the greater of the rate per annum equal to the rate of interest published or publicly announced from time to time by Harris Trust & Savings Bank as its prime or equivalent rate of interest, with the rate charged hereunder to fluctuate concurrently with such prime rate, or eighteen percent (18%) per annum. Such interest shall be due and payable upon demand.

For the purposes of this Section 6.2, "net annual cash flow" shall mean all of the Developer's annual operating income and receipts from the Project and the Project Real Estate minus, for the same period (i) debt service on any financing or refinancing, including but not limited to, the Bank Loan, the Project Loan, the Foundation Loan and any other financing extended by the Bank or the City (ii) real

estate taxes, and (iii) reasonable operating expenses (including management fee not to exceed 5% of annual operating income) allowable for federal income tax purposes but excluding reserves for capital improvements, depreciation and other non-cash items. Within sixty (60) days of its fiscal year-end, the Developer shall deliver to the City audited annual financial statements reflecting such net annual cash flow.

6.3 Security for the Project Loan Note. The Project Loan Note shall be secured by the Project Mortgage, the Subordinate Collateral Assignment of Beneficial Interest, the First Collateral Assignment of Construction Contracts, the First Collateral Assignment of Management and Leasing Agreements, the Subordinate Assignment of Rents and the Subordinate Security Agreement, substantially in the forms attached hereto as Exhibits 2, 3, 4, 5, 6, and 7, respectively. The Project Mortgage will be subordinate to the Bank Mortgage but superior to the Foundation Mortgage.

6.4 Project Loan Closing. The closing for the Project Loan shall be held simultaneously with the Bank Loan Closing and the recording of documents relating thereto and issuance of title insurance required in connection therewith shall be implemented through the Construction Escrow.

6.5 Disbursement of Project Loan Proceeds. The proceeds of the Project Loan shall be deposited by the City with the Construction Escrowee to be disbursed from time to time to pay or reimburse the Developer for the payment of those Development Costs that are I.D.A.G. Eligible Development Costs following delivery by the Developer to the Construction Escrowee of the documents and certificates described in subsections 7.4(b) and 7.4(c). At such time as the City shall receive a written notice from the Construction Escrowee confirming that the documents and certificates required by subsections 7.4(b) and 7.4(c) for the payment request then being made have been received by the Construction Escrowee and found by it to be in compliance with the requirements of subsections 7.4(b) and 7.4(c), and provided that the conditions of subsections 7.4(d) and 7.4(e) have been satisfied and that the City's authority to expend proceeds of the I.D.A.G. has not been suspended pursuant to Section 6.03 of the I.D.A.G. Agreement, and provided further that the Bank has not exercised its rights to limit or halt disbursements pursuant to its rights under Construction Escrow Agreement, the City shall direct the Construction Escrowee to pay or reimburse the Developer for the costs subject to such request.

6.6 Developer's Deliveries at Project Loan Closing. As express conditions to the Project Loan Closing, the Developer shall deliver the following to the City on or before the Project Loan Closing Date, in addition to the deliveries required by Sections 4.5 and 5.5:

- (a) The Project Loan Note, duly executed on behalf of the Developer and the Land Trustee;
- (b) The Project Mortgage, duly executed on behalf of the Developer and the Land Trustee;

(c) The Performance Guaranty, duly executed by the Developer and the General Partner, substantially identical in form and substance to Exhibit 11 attached hereto;

(d) An A.L.T.A. second mortgage title insurance policy (Loan Policy - 1970) or binder with Comprehensive Endorsement No. 1 (or equivalent), issued by the Title Company in the aggregate principal amount of One Million Dollars (\$1,000,000), showing good and marketable fee simple title to the Project Real Estate to be in the Land Trustee and insuring the lien of the Project Mortgage to be a valid and enforceable prior lien of the Project Real Estate subject only to Permitted Encumbrances, including the Bank Mortgage, which policy or binder shall cover the date of recording of the Project Mortgage, shall be dated as of the date of the Project Loan Closing and shall otherwise be in form and substance satisfactory to the City;

(e) The Subordinate Collateral Assignment of Beneficial Interest executed on behalf of the Developer;

(f) The Subordinate Security Agreement executed on behalf of the Developer;

(g) The Subordinate Assignment of Rents executed on behalf of the Developer and the Land Trustee and including executed attornment and subordination agreements;

(h) The First Collateral Assignment of Construction Contracts executed on behalf of the Developer and including executed consents of all parties to the agreements governed thereby;

(i) The First Collateral Assignment of Management and Leasing Agreements executed on behalf of the Developer and including executed consents of all parties to the agreements governed thereby;

(j) The Developer Financing Statements substantially identical in form and substance to Exhibit 8 attached hereto, executed on behalf of the Developer;

(k) A survey of the Project Site prepared and certified to the City by an Illinois registered land surveyor not more than thirty (30) days prior to the date of the Project Loan Closing and showing (i) the outline of the Project Site, (ii) the boundaries of each parcel comprising the Project Site, (iii) the area of each such parcel to the nearest 1/100 of an acre, and (iv) the location of all buildings and improvements thereon, parking areas, driveways, sidewalks, curbs, adjoining streets and their relation to such improvements, set-back lines, encroachments, rights of way, easements and showing the location of all abutting roadways, streets and alleys. The survey shall be prepared in compliance with the standards of the American Land Title Association and American Congress of Surveying and Mapping adopted in 1962 and shall contain the certificates of the surveyor to the City (among others) as to the survey and the legal description;

(l) Copies of insurance policies or certificates of insurance evidencing that there is in full force the insurance coverage then required by Section 10.1 to be maintained by Developer;

(m) The legal opinion of the Developer's legal counsel dated as of the date of the Project Loan Closing, addressed to the City and to the affect that:

- (i) The Developer is an Illinois limited partnership validly existing under the laws of the State of Illinois with full power and authority to acquire, own, redevelop and operate the Project Real Estate;
- (ii) This Agreement, the Bank Loan Note, the Project Loan Note, Foundation Loan Note, and the Project Loan Security Documents, have been duly executed and delivered by the appropriate representatives of the Developer and such execution and delivery has been duly authorized;
- (iii) The execution and performance of this Agreement, the Bank Loan Note, the Project Loan Note, the Foundation Loan Note and the Project Loan Security Documents will not violate the terms and provisions of the Developer's partnership agreement or, to the best of such counsel's knowledge, any existing order, decree, indenture, agreement, mortgage, lease, note or other obligation or instrument to which the Developer as a party or by which it is bound;
- (iv) There is no litigation or proceeding pending or, to the best of such counsel's knowledge after due inquiry, threatened against or involving the Developer which would affect the Developer's ability to consummate the transactions contemplated by this Agreement;
- (v) This Agreement, the Bank Loan Note, the Project Loan Note, the Foundation Loan Note and the Project Loan Security Documents constitute legal, valid and binding obligations of the Developer enforceable in accordance with their respective terms;
- (vi) No approval, consent or authorization, not already obtained, of any governmental or public agency or authority is required in connection with the Developer entering into and performing its obligations under this Agreement, the Bank Loan Note, the Project Loan Note, the Foundation Loan Note or the Project Loan Security Documents;
- (vii) The Developer has good and marketable title to the Project Real Estate subject only to Permitted Encumbrances;
- (viii) The description of the Project Real Estate in the Project Mortgage, and the description of the equipment and personal property in the Subordinate Security Agreement, are adequate for the purposes of subjecting to the lien thereof the real and personal property in

which the Project Mortgage and the Subordinate Security Agreement purport to create a lien;

- (ix) The Project Mortgage and the Developer Financing Statements, in the form required by the Illinois Uniform Commercial Code, have been recorded or filed for record in all public offices wherein such recording or filing is necessary to perfect the lien and security interest granted by the Project Mortgage and the other Project Loan Security Documents as against creditors of and purchasers from the Developer and the Project Mortgage and the Project Loan Security Documents create a valid and perfected lien on the property described therein effective against creditors of and purchasers from the Developer, subject only to the Bank Loan Security Documents and Permitted Encumbrances; and
- (x) That (i) the Developer is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, (ii) the Developer has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership and operation of the Project Real Estate or to the conduct of its business as now conducted and as presently proposed to be conducted, which violation or failure to obtain might materially and adversely affect the ability of the Developer to own and operate the Project Real Estate or conduct its activities as presently conducted or the condition (financial or otherwise) of the Developer, (iii) the acquisition, rehabilitation and operation of the Project Real Estate and the use thereof will not violate any applicable restrictions contained in any zoning, use, environmental protection, building, moratorium or other applicable law, ordinance or regulation, and (iv) no notification of or filing with any governmental agency or entity is currently required with respect to the Project or the financing thereof from the proceeds of the Bank Loan and the Project Loan;
- (n) A certificate executed on behalf of the Developer to the effect that the representations and warranties contained in Article 9 are true, correct and complete as of the date of the Project Loan Closing;
- (o) Certified copies of the Construction Manager Agreement and all construction contracts;
- (p) Certified copies of the Performance Bonds of Contractors and, if applicable, the Construction Manager in form satisfactory to the City;
- (q) The Intercreditor Agreement, executed on behalf of the Bank and the Foundation;
- (r) The Construction Escrow Agreement executed on behalf of the Developer, the Land Trustee, the Bank, and the Construction Escrowee;

(s) A certified copy of the Affirmative Action Plan substantially in the form attached hereto as Exhibit 19;

(t) A copy of the Land Trust Agreements, certified by the Land Trustee and certifying that up until the date of the Project Loan Closing there has been no assignment or transfer of beneficial interest, or any part thereof, in the Land Trusts other than the assignment by the Foundation to the Developer, and that no liens have attached to such beneficial interest;

(u) A certified copy of the Developer's Partnership Agreement and Certificate of Limited Partnership; and

(v) Such other documents, instruments and certificates as the City shall deem appropriate or necessary in order to consummate the Project Loan Closing.

7. Construction Escrow.

7.1 Creation of Construction Escrow. On the date this Agreement is executed, the City, the Developer and the Bank shall enter into the Construction Escrow Agreement with the Construction Escrowee creating separate sub-accounts for I.D.A.G. funds, non-I.D.A.G. funds, and damage and destruction funds, into which sub-accounts the following funds will be deposited accordingly and from which all disbursements will be made in accordance with this Article:

(a) disbursements made by the Bank of the proceeds of the Bank Loan (non-I.D.A.G. funds);

(b) disbursements made by the City of the proceeds of the Project Loan (I.D.A.G. funds);

(c) Developer contributions (non-I.D.A.G. funds);

(d) investment income (non-I.D.A.G. funds);

(e) any insurance proceeds collected pursuant to the insurance policies required to be maintained by Developer as described in Section 10.1 (damage and destruction funds); and

(f) any other amounts required by this Agreement to be deposited therein (non-I.D.A.G. funds).

The Construction Escrowee shall invest and reinvest all deposited funds not yet disbursed in accordance with this Article in Qualified Investments except that I.D.A.G. funds shall only be invested in permitted investments as specified in the Investment of Public Funds Act (Ill. Rev. Stat. Ch. 85, Par. 902 (1985)). Pursuant to Section 3.03(b) of the I.D.A.G. Agreement, any investment income earned on I.D.A.G. funds shall be returned to I.D.F.A. All fees of the Construction Escrowee shall be borne solely by the Developer.

7.2 Project Budget and Balancing.

(a) Project Budget. Prior to the Project Loan Closing, the Developer shall have delivered to the City a detailed analysis ("Project Budget"), in form and content satisfactory to the City, setting forth (i) all Development Costs of the Project and the amount expended by the Developer or Affiliates of the Developer therefor prior to the date of the initial Written Request; (ii) the cost of renovation of the Project Real Estate quoted by the General Contractor pursuant to the Construction Contract; and (iii) all construction and non-construction Development Costs to be incurred, and disclosing that Available Funds (as defined in subsection 7.2(b)) will be sufficient to pay all Development Costs incurred or to be incurred to Complete renovation of the Project Real Estate. The Developer shall promptly deliver to the City any and all revisions of the Project Budget and promptly deliver to the City the initial and any subsequent cost analyses prepared by or for the Bank pertaining to the Project.

(b) Imbalance in Project Budget. The Developer agrees that the undisbursed portion of the Construction Escrow, together with amounts undrawn but available for draw under the Bank Loan and the Project Loan, (collectively, the "Available Funds") shall at all times prior to Completion of the renovation of the Project Real Estate be not less than the aggregate of:

- (i) the amount necessary to pay for the cost of renovation of the Project Real Estate pursuant to the Construction Contract, as such amount may be revised from time to time upon submission to the General Contractor of Approved Final Plans and Specifications and change orders; plus
- (ii) the amount of all Development Costs to be incurred in connection with the Project, other than those included in subsection (i) above; plus
- (iii) all amounts withheld from the prime Contractor(s) Construction Manager, subcontractors, sub-subcontractors and materialmen for Work completed, labor and services rendered and materials furnished but not fully paid for; plus
- (iv) if not included in subsection (ii) above, within thirty (30) days prior to the date a payment of interest is due under the Bank Loan Note, the Project Loan Note, or the Foundation Loan Note, the amount of interest due pursuant thereto.

If for any reason the Construction Escrowee determines that the Available Funds are or become insufficient to comply with the terms of this Section 7.2(b), such insufficiency shall be deemed to be an "imbalance in the Project Budget," and the Developer shall within thirty (30) days after written request by the Construction Escrowee deposit in cash the amount of any remaining imbalance in the Project Budget with the Construction Escrowee and give notice thereof to the City or deliver to the City a commitment, in form and substance acceptable to the City, that constitutes a reduction and forgiveness of the appropriate amount of

Development costs otherwise payable to the Developer or an Affiliate of the Developer. Such cash deposit shall be first made or commitment first given before the Construction Escrowee shall make any further disbursements from the Construction Escrow. Failure to make the deposit or deliver the commitment shall constitute an Event of Default under this Agreement.

7.3 Construction Contract.

(a) Prior to the date of the Project Loan Closing, the Developer shall have entered into a Construction Manager Agreement with the Construction Manager and all construction contracts for the renovation of the Project that quotes a fixed or maximum guaranteed price for renovation of the Project Real Estate pursuant to the Approved Design Plans. Such maximum price may be adjusted upon submission to the Construction Manager of the Approved Final Plans and Specifications and any Change Orders; provided, however, that any such adjustments shall be subject to approval by the City.

(b) The Developer shall not authorize or permit the performance of any Work pursuant to any Change Order without giving five (5) days prior notice to the City and without obtaining prior written approval of the City in each and every instance, except in the case any Change Orders whose cost is Two Thousand Dollars (\$2,000) or less provided the aggregate amount of all such Change Orders has not exceeded Fifty Thousand Dollars (\$50,000), which approval shall be given or denied within five (5) business days after receipt by the City of the request for Change Order and documentation substantiating the need therefor. The Developer shall require a covenant from the Construction Manager to this effect. "Change Order" shall mean any amendment or modification to the approved Final Plans and Specifications or any of the construction contracts.

7.4 Disbursements from the Construction Escrow.

(a) Moneys on deposit in the Construction Escrow shall be paid out from time to time by the Construction Escrowee (subject to the right of the City to stop payment pursuant to subsection (e)) in order to pay or to reimburse the Developer for the payment of Development Costs incurred pursuant to the Project, or, in the event of damage or destruction for which insurance proceeds have been collected, the payment of repair or reconstruction costs, in each case within three (3) business days after receipt by the Construction Escrowee of: (i) the Written Request of the Developer described in subsection (b); (ii) for Development Costs relating to renovation, the certificate of the Architect described in subsection (c); (iii) the approval of the City described in subsection (d) and (iv) appropriate waivers of lien and contractors' statements, as provided in the Construction Escrow Agreement. All disbursements made by the Construction Escrowee shall also be subject to the conditions described in subsections (e) and (f).

(b) The Written Request of the Developer shall certify:

- (i) the item number of such Request, the name of the person, firm or corporation to whom each such payment is due, that every

submission made by a contractor was on AIA Form 702 or 703 or the equivalent, each amount to be paid or reimbursed, the general classification of the costs for which each obligation to be paid was incurred, and that such costs were incurred pursuant to the Project and in conformity with Article 8 or that such costs were incurred to repair or reconstruct damages or destruction for which insurance proceeds were collected;

- (ii) that such costs have been incurred by the Developer and are presently due and payable or have been paid by the Developer and are reimbursable hereunder and each item thereof is a proper charge of Development Costs, or, in the event of damage or destruction for which insurance proceeds have been collected, repair or reconstruction costs, against the Construction Escrow and has not been paid or reimbursed as the case may be and, with respect to disbursements of proceeds of the Project Loan, that such costs are I.D.A.G. Eligible Development Costs;
- (iii) that all necessary permits and approvals required for that portion of the Work on the Project for which such withdrawal is to be made have been issued and are in full force and effect;
- (iv) that such withdrawal is being made to pay I.D.A.G. Eligible Redevelopment Costs pursuant to the Project;
- (v) that there has not been filed with or served upon the Developer any notice of lien, right to a lien or attachment upon a claim affecting the right of any person, firm or corporation to receive payment of the respective amount stated in such Written Request which has not been released or insured over by the Title Company or will not be released simultaneously with the payment of such obligation;
- (vi) that prior to submission of the Written Request the Developer has expended (and for the initial Written Request, that the Developer simultaneously shall expend) \$1,500,000 for acquisition of the Project Real Estate;
- (vii) its estimate of the dollar amount necessary to Complete the renovation of the Project Real Estate (which estimate need not include any amounts for equipment which the Developer has arranged to lease or otherwise finance, provided that such arrangements shall be described in such Written Request);
- (viii) the amount of Project Loan moneys which will remain on deposit in the Construction Escrow after the withdrawal in question is made;
- (ix) that the total amount set forth pursuant to (viii) above plus amounts remaining available but undrawn under the Bank Loan and the Project Loan will, after payment of the amounts then

requested, be sufficient to pay the cost of Completing the renovation of the Project Real Estate in accordance with the construction contracts then in effect and the Architect's written estimate of the cost of Work, if any, not under contract, all in accordance with the Approved Final Plans and Specifications (or, until the date of Approved Final Plans and Specifications, Approved Design Plans);

- (xi) that to its knowledge the accompanying certificate of the Architect is true and correct; and
- (xii) if the Written Request is being delivered in connection with a requested disbursement of proceeds of the Project Loan, it shall also state that giving effect to the Written Request, the Developer is in compliance with the Requirements of Section IV of Exhibit A of the I.D.A.G. Agreement that it has spent, to pay Development Costs incurred in the Project, \$1.60 of "countable private funds" for each \$1.00 to be disbursed from the Construction Escrow as a draw on the proceeds of the Project Loan. "Countable private funds" shall mean funds derived by the Developer from a source other than from the City under the Project Loan Note.

(C) The certificates of the Architect shall:

- (i) state that he or she has read each Written Request of the Developer described in subsection (b) above;
- (ii) summarize the progress made on the Project to the date thereof;
- (iii) approve payments to be made pursuant to the accompanying Written Request as a payment or reimbursement for renovation costs of the Project pursuant to contracts and the Approved Final Plans and Specifications (or, until the date of Approved Final Plans and Specifications, Approved Design Plans) that are on file with the City, that have been approved by the Architect, and which such Architect certifies have been approved in all required respects as to their compliance with applicable building codes by all governmental agencies having jurisdiction over the Project, including the City of Chicago;
- (iv) state that all Work for which payment is then or has theretofore been requested has been performed in a good and workmanlike manner;
- (v) set forth the amount necessary to Complete the Project in accordance with the contracts then in effect and the Architect's estimate of the cost of Work, if any, not under contract, all in accordance with the Approved Final Plans and Specifications (or, until the date of Approved Final Plans and Specifications, Approved Design Plans);

- (vi) state that all governmental approvals and permits required for the Work have been obtained and are in full force and effect for that portion of the Project for which such withdrawal is to be made;
- (vii) list such approvals and permits;
- (viii) state that a binding fixed price or guaranteed maximum price contract for the accomplishment of the portion of the Project for which such withdrawal is to be made has been entered into with a contractor or contractors or that work on such portion of the Project has been completed in accordance with the Approved Final Plans and Specifications (or, until the date of Approved Final Plans and Specifications, Approved Design Plans); and
- (ix) state that payment and performance bonds in amounts equal to 100% of the amount of each contract which is not completed have been obtained covering all such contractors.

(d) The City shall approve the Written Request within five (5) business days after delivery and the satisfaction of the conditions, of which the Developer shall give evidence satisfactory to the City if requested, that this Agreement and the Project Loan Security Documents shall be in full force and effect and no Event of Default or Unmatured Event of Default shall exist under any of them. In determining whether to approve or disapprove the Written Request, the City may take into account and, at its discretion, rely upon certifications made by the Consulting Architect and delivered to the City.

(e) Upon receipt of each Written Request of the Developer and the accompanying certificate of the Architect (if required pursuant to Subsection 7.4(a)) and approval of the City, and prior to any payout upon such Written Request, the Construction Escrowee shall determine that, after giving effect to such payout, the moneys remaining in the Construction Escrow plus amounts remaining undrawn under the Bank Loan and the Project Loan are sufficient to cover the amount necessary to Complete the renovation of the Project Real Estate. In making such determination, the Construction Escrowee shall not be required to make an independent investigation and may rely upon the materials and information submitted by the Developer, the Architect and the Consulting Architect. Thereupon, the Construction Escrowee shall pay the obligation set forth in such Written Request out of appropriate funds in the Construction Escrow. In making such payments the Construction Escrowee may rely upon such Written Request and accompanying certificate and approval. If for any reason the City or the Developer should decide prior to the payment of any item in said Written Request not to pay such item it shall give written notice of such decision to the Construction Escrowee and to other party and thereupon the Construction Escrowee shall not make such payment.

(f) Upon notice given by the City to the Construction Escrowee that an Event of Default has occurred under this Agreement, the Construction Escrowee shall give written notice to the Developer of such notice from the City, shall immediately cease making disbursements, and shall await and act in conformity with instructions from the City.

(g) Copies of all deliveries and notices required or permitted by this Section shall simultaneously be delivered to the Bank. The provisions of this Section are subject to the rights of the Bank as set forth in the Construction Escrow Agreement.

7.5 Draws on the Date of the Project Loan Closing. After delivery by the Developer and receipt by the appropriate parties of all documents, instruments, and insurance policies required to be delivered to consummate the Bank Loan Closing and the Project Loan Closing, and simultaneous with the deposit of the Bank Loan proceeds in the Construction Escrow, the City shall disburse the available proceeds of the I.D.A.G. to the Construction Escrowee for deposit in the I.D.A.G. sub-account of the Construction Escrow. The Developer shall then, upon submission of all documentation required pursuant to Section 7.4 hereof, be immediately entitled to draw upon the funds deposited in the Construction Escrow for reimbursement of any Development Costs previously advanced by the Developer.

8. Project Redevelopment.

8.1 Redevelopment Standards. The Developer shall redevelop the Project Real Estate for use in accordance with the Redevelopment Documents and shall plan and do the Work for and to the Project Site Improvements consistent with the uses and guidelines set forth in the Redevelopment Documents and in accordance with the Approved Design Plans and the Approved Final Plans and Specifications. All Work shall be performed in accordance with the requirements of this Agreement and shall be in conformity with all applicable federal, state and local laws, ordinances, rules and regulations.

8.2 Preparation and Approval of Plans and Specifications. The plans and specifications for the renovation of the Project Real Estate shall be prepared by the Developer and submitted to the City for approval in accordance with the following and in any case the Developer may make submissions and the City may approve plans and specifications pertaining to one portion of the Work before submissions and approvals are made of those pertaining to other portions of the Work:

(a) The Developer shall submit to the City schematic drawings for renovation of the Project Real Estate on or before _____, 1986, which upon approval shall constitute the Approved Schematics.

(b) The Developer shall submit its final design development drawings and specifications to the City for approval on or before _____, 1986, which upon approval shall constitute the Approved Design Plans.

(c) The Developer shall submit its final working drawings and specifications consistent with and based on the Approved Design Plans to the City for its approval thereof on or before _____, 1986, which upon approval shall constitute the Approved Final Plans and Specifications. If the City disapproves such drawings and specifications because such drawings and specifications are not consistent with the Redevelopment Documents or the Approved Design Plans or because the cost to Complete renovation of the Project Real Estate pursuant to such drawings and specifications will exceed the cost to Complete pursuant to the Approved Design Plans, or will cause an imbalance in the Project Budget, then within fifteen (15) business days after notice thereof, the Developer shall

submit revisions of such disapproved drawings and specifications with all deficiencies corrected.

(d) Any drawings, plans or specifications, required to be submitted to the City for its approval pursuant to this Section 8.2 shall be approved or disapproved by the City within fifteen (15) business days of the receipt thereof by the City. If the City disapproves any such drawings, plans or specifications, it shall state its reasons in a written statement delivered to Developer.

(e) Any approvals made by the City of the drawings and specifications as provided by this Section 8.2 are for the purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City nor does any approval by the City pursuant to this Agreement constitute approval of the quality or the safety of the renovation of the Project Real Estate.

8.3 Schedule of Construction. Developer covenants and agrees subject to Permitted Delays, that it shall promptly begin and diligently Complete the renovation of the Project Real Estate in accordance with the Approved Final Plans and Specifications and the Developer agrees that the renovation shall commence and be Completed within the periods specified below in this Section 8.3. The time of commencement and Completion of the renovation pursuant to the Project shall be as follows:

Commencement of Renovation - on or before
September 30, 1986

Completion of Renovation of New Regal Theater - on
or before February 18, 1987

Completion of Renovation of the adjacent office building
on or before July 31, 1987, provided funds are
available.

The Developer shall provide the City with quarterly progress reports commencing on January 1, 1987, detailing the status of the construction of the Project. For purposes of this Section 8.3, the renovation of the Project Real Estate shall be deemed to be Completed at such time as the Completion Certificate is issued.

8.4 Payment and Performance Bonds. The Developer shall require in all construction contracts that each contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architects' forms (No. A311) or their equivalent, with the City being shown as an additional obligee. The City may, at its election, require that the Developer or the Construction Manager be bonded for its performance and payment with respect to of all the work.

8.5 Barricades. Prior to commencing any renovation pursuant to the Project requiring barricades, the Developer shall, as required by applicable City ordinances, install construction barricades of a type, kind and appearance approved by the Commissioner and required by the City's applicable ordinances, and, until the barricades erected pursuant to this Section 8.6 are removed with the approval of the Commissioner, the Commissioner

shall retain the right to approve: (i) the maintenance and appearance thereof; (ii) the color scheme and painting thereof; and (iii) the nature, type, content and design of all signs thereon.

8.6 Completion Certificate. At Completion of the renovation of the Project Real Estate in accordance with this Agreement, and after the Developer's compliance with the provisions of Section 8.9, upon the written request of the Developer, the City shall furnish the Developer with an appropriate instrument certifying that the renovation of the Project Real Estate has been completed and the other obligations of the Developer to be performed on or prior to such certification are satisfied. The Completion Certificate by the City shall be the conclusive determination that the Developer has satisfied the requirements in Article 8 of this Agreement and in the Performance Guaranty with respect to the obligations of the Developer to Complete the renovation of the Project Real Estate and to perform the Developer's other obligations under this Agreement to be performed prior to such certification. If the City shall refuse or fail to provide the Completion Certificate upon completion of the renovation of the Project Real Estate, the City shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement indicating in what respects the Developer has failed to Complete the renovation of the Project Real Estate or otherwise comply with this Agreement or the Performance Guaranty. Any certification made by the City pursuant to this Agreement or the Performance Guaranty with respect to the renovation of the Project Real Estate shall be for the sole purpose of confirming that the Developer has complied with Article 8 of this Agreement and with the Performance Guaranty and shall not be deemed an approval of the quality or safety of the renovation of the Project Real Estate or the Work or a certification that the Developer has complied with any applicable law or ordinance.

8.7 Conflict of Interest; City's Representatives Not Individually Liable. Prior to the City's issuing a Completion Certificate, no member of the Commission or other City board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, the Project Real Estate, the Operating Lease, the Work, the Developer or Affiliates of Developer; nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any entity in which he or she is directly or indirectly interested. No such member, official or employee of the City shall be personally liable to the Developer or an Affiliate of Developer or any successor in interest, to perform any commitment or obligation of the City under this Agreement nor shall any such person be personally liable in the event of any default or breach by the City.

8.8 Covenants for the Project Site. Prior to the City's issuing a Completion Certificate, all parties having an interest in the Project Site or the Project Site Improvements shall execute and deliver to the City a written Covenant in form and content specified by the Commissioner which Covenant shall provide: that the Developer, all Affiliates of Developer and successors and assigns shall from the date of this Agreement and for a period of forty (40) years from the recording of the Covenant with reference to the Project Site do as follows:

(a) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Project Real Estate or any part thereof; and

(b) perform all covenants, terms and provisions of any and all instruments of record now or hereafter encumbering the Project Site and the Project Site Improvements concerning the use, occupancy and/or maintenance thereof whether or not the City is a party thereto. Upon request of the City, the Developer shall provide a policy of title insurance in the amount specified by the Commissioner showing that all parties having an interest in the Project Site and the Project Site Improvements have executed the Covenant.

9. Developer Representations and Warranties. The Developer represents and warrants to the City as follows:

9.1 Organization and Authority. The Developer is a limited partnership, duly organized and validly existing under the laws of the State of Illinois, with full power and authority to acquire, own, redevelop and operate the Project Real Estate. The General Partner is a corporation, duly organized and validly existing under the Illinois Business Corporation Act, which is wholly-owned by Edward G. and Bettian Gardner.

9.2 Litigation. There are no proceedings pending, or, to the knowledge of the Developer, threatened against or affecting the Developer in any court or before any governmental authority which involve the possibility of materially and adversely affecting the business or condition (financial or otherwise) of the Developer or the ability of the Developer to perform its obligations under this Agreement, the Project Loan Note, the Bank Loan Note, the Project Loan Security Documents, the Construction Contract and the Operating Lease.

9.3 Land Trusts. The Developer is the sole owner of the beneficial interests under the Land Trusts and controls the sole power of direction thereunder.

9.4 Authorization. The consummation by the Developer of the transactions provided for in this Agreement and the compliance with the provisions of this Agreement, the Project Loan Note, the Bank Loan Note, the Project Loan Security Documents, the Construction Contract and the Operating Lease:

- (i) are within the powers and have been duly authorized by all necessary partnership action on the part of the Developer; and
- (ii) will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, agreement or other instrument to which the Developer is subject.

9.5 Use of Proceeds. The Developer will use the proceeds of the Foundation Loan solely for the purpose of purchasing the Project Real Estate from the Foundation, the proceeds of the Project Loan solely for the purpose of paying I.D.A.G. Eligible Redevelopment Costs and only in the permitted leveraging ratio set forth in Section 7.4(b) (xii), and the proceeds of the Bank Loan solely for the purposes of paying Development costs. Any insurance proceeds collected pursuant to insurance policies maintained by the Developer with respect to the Project Real Estate shall be used solely for the purposes of repairing or reconstructing the damage to or destruction of the Project Real Estate; provided, however, that if the City so elects pursuant to Section 10.2 hereof the proceeds may be used to prepay the Bank Loan and the Project Loan in accordance with Section 10.2(c). The purchase of

the Project Real Estate shall take place before the simultaneous Project Loan and Bank Loan Closings.

9.6 Creation of Jobs. In conformity with Section 8.01(c) of the I.D.A.G. Agreement and pursuant to Section IV(F) of Exhibit A thereto, the Developer shall use its best efforts to create, or to cause to be created, from the Project eighty (80) new construction job opportunities, two hundred (200) new permanent job opportunities during the first year of operation, and fifty (50) new permanent job opportunities during the second year of operation, including certain permanent job opportunities for "minorities," "J.T.P.A.-eligible persons," and persons who, at the time of their hiring, will be persons of "low and moderate income," as such terms are defined in the I.D.A.G. Agreement. From time to time at the City's request the Developer shall deliver to the City a statement certifying the number of new jobs created and filled by the Project; the categories in which those jobs were created, the date(s) by which the new jobs were created, the income levels at the time of hiring of the persons holding such jobs, the number of minorities holding such jobs, the number of J.T.P.A.-eligible persons referred to and hired for such jobs, and such other information pertaining thereto as the City requests.

9.7 Approvals and Reviews. In conformity with Section 8.01(a) of the I.D.A.G. Agreement, the Developer has obtained, or has reasonable assurances that it will obtain, all federal, state, and local governmental approvals and reviews required by law to be obtained by the Developer to carry out the Participating Party Activities (as defined in the I.D.A.G. Agreement), and those not yet obtained are set out on Exhibit 17.

9.8 No Encumbrances. Giving effect to the Project Loan Closing, (a) the Land Trustee has good and marketable fee simple title to the Project Real Estate, free and clear of all liens, encumbrances and rights of others except for Permitted Encumbrances, and (b) the Developer has good and marketable fee simple title to its assets including not limited to the Project Personalty, free and clear of all liens, encumbrances and rights of others except for Permitted Encumbrances. During term of the Project Loan Security Documents, the Developer and the Land Trustee shall not, without the prior written consent of the City, create or permit to exist on the Project Real Estate or any asset of the Developer any lien or encumbrance except for Permitted Encumbrances.

9.9 Principals of Developer. The General Partner of the Developer and the shareholders of the General Partner of the Developer are as set out in Exhibit 18.

10. Developer Covenants. The Developer covenants and agrees with the City as follows:

10.1 Insurance. Throughout the Term of the Project Loan, the Developer shall keep the Project Real Estate continuously insured against such risks as are customarily insured against by businesses of like size and type in the State of Illinois, paying as the same become due all premiums in respect thereto, including but not necessarily limited to:

(a) Insurance upon the repair or replacement basis, if available, of the Project Real Estate not less than the sum of the principal amounts of the Project Loan Note, the Bank Loan Note and the Foundation Loan Note (with deductible provisions not to exceed \$10,000) against loss or damage by theft, fire and other risks, with uniform standard

extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois.

(b) Explosion insurance on steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in section (a) above) in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed on the Project Real Estate (with deductible provisions not to exceed \$10,000).

(c) Insurance to the extent of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate against liability for bodily and personal injury, including death resulting therefrom, and to the extent of \$5,000,000 per occurrence against liability for damage to property of others, including loss of use thereof, (with deductible provisions not to exceed \$10,000) occurring on or in any way related to the Project Real Estate, or any part thereof; provided that prior to occupancy of the Project Real Estate by the Operator, such insurance may be to the extent of \$1,000,000 per occurrence and \$1,000,000 in the annual aggregate.

(d) Upon occupancy of the Project Real Estate by the Operator, Workmen's Compensation Insurance for the employees of the Developer or any other active operator of the Project Real Estate required by the laws of the State of Illinois.

(e) Builder's Risk Insurance in form and amount acceptable to the City.

(f) Upon occupancy of the Project Real Estate by any tenants of the Project Real Estate as serve alcoholic beverages, dram shop insurance for such tenants.

(g) Such other insurance with respect to the Project Real Estate in such amounts and against such insurable hazards as the City may from time to time reasonably require.

Notwithstanding the foregoing, the insurance required under subsection (e) need be maintained only until the City has issued a Completion Certificate for the renovation of the Project Real Estate. The insurance required under subsections (a) and (b) above need not be maintained during the period of renovation of the Project Real Estate and prior to occupancy thereof by the Operator or other tenants if and to the extent that the insurance required under subsection (e) above provides equivalent coverage. Copies or certificates of the insurance policies required by this Section 10.1 shall be delivered by the Developer to the City, and, in the case of policies expiring throughout the term of the Project Loan, copies or certificates of any new or renewal policies shall be delivered by the Developer to the City not less than ten (10) days prior to the applicable expiration date. Insurance policies maintained by the Operator or other tenants or the General Contractor shall, if in conformity with the requirements hereof, satisfy the Developer's insurance requirements hereunder.

Policies of insurance provided for in this Section 10.1 shall be maintained in companies reasonably satisfactory to the City and shall name the Developer as insured, provided, however, that the City and the Bank shall also be named as additional parties insured and all proceeds thereunder in the case of loss or damage shall be payable to the City and the Bank, to be deposited in the Construction Escrow, or, in the event such loss or damage

occurs after Completion of the Project, to be distributed as provided in the Intercreditor Agreement, pursuant to a standard noncontributory mortgagee loss payable clause providing that the same may not be cancelled except upon thirty (30) days' prior written notice to the City and the Bank. The Developer hereby irrevocably constitutes and appoints the City its true and lawful attorney in fact to endorse the name of the Developer on any commercial paper evidencing any insurance proceeds for application in accordance with the provisions of this Agreement.

10.2 Damage and Destruction.

(a) Upon the occurrence of any damage to or destruction of the Project Real Estate, other than Substantial Destruction (as defined in subsection (b) below), the Developer shall proceed promptly to repair, rebuild or restore the Project Real Estate to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Developer and approved in writing by the City. In the event of damage or destruction prior to Completion of the Project, the insurance proceeds shall be deposited in the Construction Escrow and shall be disbursed by the Construction Escrowee in accordance with the provisions of Section 7.4 above to pay or reimburse the Developer for the costs of repairing, rebuilding or restoring the Project Real Estate. In the event of damage or destruction after Completion of the Project, the insurance proceeds shall be distributed pursuant to the Intercreditor Agreement and shall be used to pay or reimburse the Developer for the costs of repairing, rebuilding or restoring the Project Real Estate. In the event that the insurance proceeds on deposit in the Construction Escrow or distributed pursuant to the Intercreditor Agreement are not sufficient to pay in full the costs of such repairing, rebuilding or restoration, the Developer will nonetheless cause such repairing, rebuilding or restoration to be completed and will, prior to the commencement of such repairing, rebuilding or restoration, deliver to the Construction Escrowee for deposit in the Construction Escrow, or to the City or the Bank as provided in the Intercreditor Agreement, as the case may be, an amount equal to that portion of the costs thereof in excess of the insurance proceeds then on deposit therein or distributed thereto.

(b) Notwithstanding anything in this Agreement to the contrary, upon the occurrence of damage to or destruction of the Project Real Estate to such an extent that more than fifty percent (50%) of the entire Project Real Estate or more than 50% of the theater has been destroyed, or if the costs of repairing, rebuilding or restoring the Project Real Estate to substantially the same condition as it existed prior to the event causing such damage or destruction would exceed one hundred percent (100%) of the face amount of casualty insurance on the Project Real Estate (plus any applicable deductible amount) in accordance with subsection 10.1(a) ("Substantial Destruction"), the Developer shall, at the Developer's option, either (i) proceed promptly to repair, rebuild or restore the Project Real Estate in accordance with Section 10.2(a) or (ii) prepay the Project Loan Note, notwithstanding any prepayment restrictions, if any, of such note or purchase restrictions of such agreements. If the Developer fails to notify the City in writing of its election to proceed under clause (ii) above within sixty days (60) after such damage or destruction, then the Developer shall proceed under clause (i) above.

(c) If the Developer notifies the City of its election to proceed under clause (ii) of subsection (b) above, then all net proceeds of insurance resulting from damage or destruction of the Project Real Estate shall promptly be applied as follows:

- (i) First, to pay the principal balance of and all accrued interest on the Project Loan Note and any other amounts due to the City thereunder, if such note is then in effect, subject to the rights of the Bank under the Intercreditor Agreement;
- (ii) Second, to pay any remaining balance of such net insurance proceeds to the Developer.

In the event such net insurance proceeds are insufficient to pay all amounts due under subsection (i) above, the Developer shall promptly pay to the Construction Escrowee or the City, as appropriate, an amount equal to such deficiency as a condition precedent to its right to proceed under clause (ii) of the subsection (b) above.

(d) As provided in the Intercreditor Agreement and the Construction Escrow Agreement, the rights and obligations of the City, the Developer and the Construction Escrowee under Section 10.1 and this Section 10.2 are subject to the rights of the Bank.

10.3 Condemnation and Eminent Domain.

(a) Subject to the rights of the Bank under the Intercreditor Agreement, any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Project Real Estate, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Project Real Estate (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by the Developer to the City as collateral, which awards the City is hereby authorized to collect and receive from the condemnation authorities and the City is hereby authorized to give appropriate receipts and acquittances therefor, except (i) so long as no Event of Default exists hereunder such receipts and acquittances shall be made by the City and the Developer jointly and (ii) any condemnation proceedings involving an Award which the City estimates to be less than Fifty Thousand Dollars (\$50,000) may be settled solely by the Developer with the appropriate governmental authorities.

(b) The Developer shall give and shall cause the Land Trustee to give the City immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Project Real Estate and shall deliver to the City copies of any and all papers served in connection with any such proceedings. If any portion of or interest in the Project Real Estate is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Project Real Estate is not, in the judgment of the City, a complete economic unit having equivalent value and use to the Project Real Estate as it existed prior to the taking, then at the option of the City, the entire indebtedness evidenced by the Project Loan Note shall immediately become due and payable. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award,

including attorney's fees, the City shall, subject to the rights of the Bank, apply the net proceeds toward repayment of the indebtedness evidenced by the Project Loan Note.

(c) In any other case, except for a substantial taking having an effect similar to Substantial Destruction as provided in Section 10.3(d), the City shall, in the event such Awards are collected prior to completion of the Project, deposit the Awards in the Construction Escrow and the Developer shall repair, rebuild and restore the Project Real Estate in conformity with the provisions of Section 10.2(a) of this Agreement. In the event any Awards are collected after Completion of the Project the Awards shall be distributed pursuant to the Intercreditor Agreement.

(d) As provided in the Intercreditor Agreement and the Construction Escrow Agreement, the rights and obligations of the City, the Developer and the Construction Escrow under this Section 10.3 are subject to the rights of the Bank.

10.4 Additional Documents and Surveys. The Developer and the City shall execute and deliver to the City or its designee or the Developer or its designee, as the case may be, such other documents, instruments and certificates as the City or the Developer shall from time to time reasonably request in order to effectuate the transactions contemplated by this Agreement. Following completion of the renovation of the Project Real Estate, the Developer, at the request of the City, shall deliver to the City the as-built drawings for the Project Real Estate and a survey of the Project Site prepared and certified to the City by an Illinois registered land surveyor not more than thirty (30) days prior to the date of the City's request for the survey, and in all other respects conforming to the requirements of Section 6.6(k) of this Agreement.

10.5 Books and Records. In conformity with Section 8.01(d) of the I.D.A.G. Agreement, the Developer shall keep and maintain books, records and other documents relating directly to the receipt and disbursement of the Project Loan and any proceeds or income from the proceeds thereof, and shall give access and the right to the duly authorized representatives of the City and I.D.F.A., or either of them, at all reasonable times, to inspect, audit, copy and examine all such books, records and other documents until the completion of all close-out procedures respecting the I.D.A.G. adopted by the City pursuant to the I.D.A.G. Agreement and the final settlement and conclusion of all issues arising out of the I.D.A.G.

10.6 Access to Project Real Estate. In conformity with Section 8.01(e) of the I.D.A.G. Agreement, the Developer shall give access and the right to the duly authorized representatives of the City and I.D.F.A., or either of them, at all reasonable times, upon reasonable notice and subject to reasonable rights of tenants, to enter upon the Project Real Estate and to have access to any portion of the "Project" (as defined in the I.D.A.G. Agreement) in which the Developer is involved, until the completion of all close-out procedures respecting the I.D.A.G. adopted by the City pursuant to the I.D.A.G. Agreement.

10.7 Completion of Project. In conformity with Section 8.01(b) of the I.D.A.G. Agreement, the Developer acknowledges that the I.D.F.A., in selecting the City for the award of the I.D.A.G., relied in material part upon the assured Completion of the Project

(as defined in the I.D.A.G. Agreement) and that it shall Complete the Project (as defined in this Agreement) and perform all of its obligations hereunder to Completion.

10.8 Payment of Taxes and Assessments. The Developer shall pay all taxes, assessments, water charges, sewer charges and the like prior to the accrual of any late penalty charges and shall provide the City with paid receipts or other acceptable evidence of payment thereof. Notwithstanding the foregoing, the Developer may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

10.9 City Rights under I.D.A.G. Agreement. No transfer of I.D.A.G. funds by the City to the Developer, pursuant to the Project Loan or otherwise, shall be or be deemed an assignment of grant funds, and the Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreement, nor attain any rights, privileges, authorities or interests in or under the I.D.A.G. Agreement.

10.10 Developer's Obligation to Account. For each fiscal year during the term of the Project Mortgage the Developer shall deliver to the City: (i) within ninety (90) days after the last day of each fiscal year, a financial report for such fiscal year certified by an independent public accounting firm selected by the Developer and approved by the City, covering the operations of the Developer for such fiscal year and containing a balance sheet as at the end of such fiscal year and a statement of changes in financial position of the Developer for such fiscal year and a statement of revenues and expenses for such fiscal year, showing in each case in comparative form the financial figures for the preceding fiscal year; and (ii) within forty-five (45) days after the expiration of each of the first three (3) quarterly fiscal periods of its fiscal year unaudited balance sheets, income statements and changes in financial position for the period from the beginning of such fiscal year all in reasonable detail and certified, subject to year-end adjustment, by the General Partner.

10.11 Developer's Investment in Project. In conformity with the I.D.A.G. Agreement the Developer, prior to the completion of the Project, shall spend no less than the following amounts on acquisition of the Project Real Estate and renovation of the Project Real Estate (with the total amount of such expenditures from sources other than the Project Loan to be no less than Three Million One Hundred Thousand Dollars (\$3,100,000) as follows:

- (i) the \$1,500,000 proceeds of the Foundation Loan to purchase the Project Real Estate;
- (ii) the proceeds of the \$1,000,000 Project Loan for Redevelopment Costs as prescribed in this Agreement; and
- (iii) the proceeds of the \$1,600,000 Bank Loan for the construction costs associated with the renovation of the Project Real Estate.

10.12 Developer's Obligation to Indemnify. The Developer acknowledges that the occurrence of an Event of Default by the Developer constitutes a default by the City under Section 6.01 of the I.D.A.G. Agreement and gives I.D.F.A. certain rights and remedies against the City under Section 6.02 of the I.D.A.G. Agreement. The Developer therefore

covenants and agrees that it will indemnify, defend and hold the City harmless from and against any claims, losses or damages resulting from an Event of Default.

10.13 Assignability and Transfer. Except as permitted in this Section, neither the Developer nor any of its members, partners, beneficiaries or shareholders shall assign, transfer or convey all or any of its or their interest in the Developer nor cause or permit the Land Trustee to assign, lease (except for the Operating Lease and leases made in the ordinary course of office and commercial leasing of portions of the Project Real Estate at fair market rents and on fair market terms), transfer or convey any right, title or interest in the Land Trusts or in the Project Real Estate nor any of its or their rights, duties or obligations under this Agreement (such proposed assignments, leases and conveyances are hereinafter referred to as a "Proposed Transfer") without first obtaining the prior written consent of the City.

Proposed Transfers shall not include admitting additional limited partners (but not general partners), permitting shares of stock to be issued to additional shareholders of the General Partner, or permitting other persons to obtain an interest in the Developer or its members or partners; provided, however, that the Developer shall first notify the City of any such proposed changes and the City shall confirm to the Developer that no prohibited conflicts of interest will result from such changes. No assignment, lease, transfer or conveyance, whether or not consented to by the City, shall relieve the Developer of its obligations under this Agreement, and all assignees, lessees, grantees and transferees of any interest, direct or indirect, in the Project Real Estate, the Developer or this Agreement, whether or not consented to by the City (including, but not limited to, any condominium association created to manage and administer all or any portion of the Project Real Estate), shall hold such interest subject to and be obligated in accordance with the terms and provisions of this Agreement. Notwithstanding the provisions of this Section 10.13, (i) the shareholders of the General Partner disclosed to the City may make transfers among themselves or to affiliates, shareholders or family members or trusts for their benefit, (ii) the Limited Partners may make transfers without restriction by this Agreement, provided that no prohibited conflict of interest will result from said transfer and (iii) transfers by reason of death, incompetency, bankruptcy or operation of law shall not be deemed to violate the provisions of this Section.

10.14 Limitation on Mortgages and Refinances. Until repayment of the Project Loan Note, except for the Bank Loan Security Documents, the Project Loan Security Documents, the Foundation Mortgage and Permitted Encumbrances, the Developer shall not create or permit to be created or exist any mortgage or other lien or encumbrance upon any part of the Project Real Estate, the Project Personalty or any other asset of the Developer.

10.15 Equal Employment and Minority Business Opportunities. The Developer, for itself and its successors and assigns, agrees: (a) to comply with the affirmative action/equal opportunity/minority business plan, the terms of which are set forth in Exhibit 37 attached to this Agreement and (b) to comply with Federal and State of Illinois equal employment and affirmative action statutes, rules and regulations including, but not limited to, the Illinois Human Rights Act and regulations promulgated pursuant thereto. Remedies for a violation of any such requirements shall be exclusively as follows: (a) for a violation of such requirement included in the I.D.A.G. Agreement, the remedies of Section 12.2 hereof

shall apply; (b) for a violation of such requirement not included in the I.D.A.G. Agreement but included in the Affirmative Action Plan, the remedies contained in the Affirmative Action Plan shall apply; and (c) for a violation of law not encompassed within the foregoing, the remedies available at law shall apply.

11. Additional Covenants. In addition, the parties agree as follows:

11.1 Approvals. The City (and the Commissioner acting for the City) and the Developer shall not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Agreement and any such consent or approval shall not be unreasonably delayed or qualified, and if such consent or approval is denied, the reasons therefor shall be promptly specified in writing. The Commissioner or other person designated by the Mayor shall act for the City in making all approvals, consents, granting the Certificate of Completion, or otherwise administering this Agreement for the City.

11.2 Survival of Covenants. Any covenant, term, warranty, representation or other provision of this Agreement which, in order to be effective, must survive the Project Loan Closing, or earlier termination of this Agreement, shall survive such closing or termination.

11.3 No Third Party Beneficiaries. The approvals given by the City pursuant to this Agreement and the Completion Certificate when issued by the City shall be only for the benefit of the Developer and its successors in interest in the Project Site and the Project Site Improvements and no other person or party may claim the benefit of such approval or certificate or any of the provisions hereof.

11.4 No Waiver by Delay. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive such party of or limit such rights in any way. It is the intent of this provision that both parties should not be constrained, at a time when either may still hope to otherwise resolve the problems created by the default involved, to exercise a remedy in order to avoid the risk of being deprived of or limited in the exercise of that remedy because of concepts of waiver, laches, or otherwise. No waiver shall be asserted against either party unless expressly made in writing, and no express waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of such waiving party with respect to any other defaults of the other party.

11.5 Incorporates All Agreements. This Agreement and the Exhibits hereto incorporate all agreements and understandings of the parties concerning the Project Real Estate and the Project. Each party acknowledges that no representations or warranties have been made which are not set forth in this Agreement. The Developer acknowledges that it has inspected the Project Real Estate and the adjoining public right-of-way and that, except as expressly set forth in this Agreement, it is not relying on any representation or undertakings from the City or anyone claiming to represent the City.

11.6 Time is of Essence. Time is of the essence of this Agreement.

11.7 Effect of Permitted Delays. In the event a party suffers a Permitted Delay, the party asserting such delay shall give written notice thereof to the other party within twenty (20) days of the commencement of such delay. Unless such notice is given, the claim for any such delay shall be deemed waived, but such waiver shall be only for the term preceding the notice. In case of a continuing Permitted Delay, only one such notice is required. Upon giving notice in accordance with this Section, the party suffering a Permitted Delay may postpone that party's obligations under this Agreement for a period equal to the duration of the Permitted Delay.

11.8 Third-Party Beneficiaries. Pursuant to Section 8.01(f) of the I.D.A.G. Agreement, the Developer acknowledges that nothing contained in the I.D.A.G. Agreement or in this Agreement, nor any act of I.D.F.A., the City or any other party to this Agreement or an agreement referred to herein, shall be deemed or construed by any person to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, that no deposit of I.D.A.G. proceeds by the City in the Construction Escrow shall be deemed an assignment of I.D.A.G. funds to the Developer and that the Developer shall neither succeed to any rights, benefits or advantages of the City under the I.D.A.G. Agreement, nor attain any rights, privileges, authorities or interests in or under the I.D.A.G. Agreement.

11.9 [INTENTIONALLY LEFT BLANK]

11.10 Conflicts of Interest. Except for approved eligible administrative or personnel costs, no person who is then a current employee, agent, consultant, officer, or elected or appointed official of the City, who in his official capacity exercises or has exercised any functions or responsibilities with respect to the Project (as defined in the I.D.A.G. Agreement) or who is in a position to participate in a decision-making process or gain inside information with regard to the Project, may obtain a personal or financial interest or benefit from the Project, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or those with whom he or she has family or business ties, during that person's tenure in such status or at any time thereafter.

11.11 Signs. The Developer may erect and maintain such signs at the Project Site until Completion in conformity with any criteria therefor that are or may be established by the Commissioner. The Developer shall erect and maintain or permit the City to erect and maintain such signs on the Project Site in connection with the Project as may be requested by the Commissioner.

11.12 Liability for Completion of Project. The Developer acknowledges that the City shall not be liable to the Developer or to any other person other than I.D.F.A. for completion of or failure to complete any activities which are part of the Project (as defined in the I.D.A.G. Agreement).

11.13 Memorandum to be Recorded. The parties shall prepare and execute a memorandum of the provisions of this Agreement that require the Project Loan Note to mature upon the sale, disposition or refinancing of the Project Real Estate. The memorandum shall be recorded against the Project Real Estate in the records of the Cook

County Recorder of Deeds. The recorded memorandum shall have the same force and effect as a *lis pendens*.

12. Events of Default and Remedies.

12.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an Event of Default under this Agreement:

(a) failure of the Developer to pay any installment of interest on or the principal of the Project Loan Note or of the Bank Loan Note when the same shall become due and payable, whether at maturity or by acceleration or otherwise; or

(b) failure of the Developer to comply with or perform any of the other covenants, conditions, or provisions of this Agreement, the Project Loan Security Documents, or the Performance Guaranty, and to remedy such failure within thirty (30) days after written notice thereof from the City to the Developer provided, however, that if the nature of the default is such that it cannot be corrected within such thirty (30) day period, then if corrective action is instituted by the Developer within such thirty (30) day period and diligently pursued, the time period within which such correction must be performed shall end on the ninetieth (90th) day following the written notice by the City; or

(c) failure of the Developer to comply with the commencement and completion dates for the renovation of the Project Real Estate pursuant to the provisions set forth in Section 8.3, subject to Permitted Delays, and the continuance of such failure for a period of thirty (30) days following written notice to the Developer from the City; or

(d) if any representation or warranty made by the Developer in this Agreement or any agreement or document contemplated herein or in any statement or certificate furnished to the City in connection with this Agreement proves to be untrue in any material respect as of the date of issuance or making thereof and shall not be made good within thirty (30) days after written notice thereof to the Developer by the City; or

(e) if default, not contested in good faith, shall occur by the Developer under the Construction Manager Agreement, any of the construction contracts or in the payment of the principal of or interest on, any obligation of the Developer for borrowed money, as and when the same shall become due, or under any mortgage, agreement or other instrument under or pursuant to which such indebtedness is issued, and such default shall continue beyond the period of grace, if any, allowed with respect thereto; or

(f) any judgment, writ or warrant of attachment or of any similar process shall be entered or filed against the Developer or against any of its property and remains unvacated, unpaid, unbounded, unstayed or uncontested in good faith for a period of thirty (30) days; or

(g) if the Developer admits insolvency or bankruptcy or its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the Developer, or for the major part of its property; or

(h) if a trustee, custodian or receiver is appointed for the Developer or for the major part of its property and is not discharged within forty-five (45) days after such appointment; or

(i) if proceedings for dissolution or liquidation of the Developer are commenced and are not dismissed, stayed or otherwise nullified within forty-five (45) days after such commencement; or

(j) if, except as permitted by this Agreement, the Developer should, or permits another to, sell, refinance, exchange, transfer or otherwise dispose of the Project Real Estate or any part thereof, or attempt to effect any of the foregoing, or if the Developer should initiate any syndication of interests in the Developer except as approved by the City; or

(k) if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Developer (other than bankruptcy proceedings instituted by the Developer against third parties), and if instituted against the Developer are allowed against the Developer or are consented to or are not dismissed, stayed or otherwise nullified within forty-five (45) days after such institution.

12.2 Remedies Following Event of Default. Upon the occurrence and during the continuance of any Event of Default, the City shall have the following rights and remedies in addition to any other remedies herein or by law provided:

(a) Acceleration of Maturity; Waiver of Event of Default and Rescission of Acceleration. Subject to the terms of the Intercreditor Agreement, the City may by written notice to the Developer, declare the principal of the Project Loan Note (if not then due and payable) to be due and payable immediately, and upon any such declaration, the principal of the Project Loan Note shall become and be immediately due and payable, anything to the contrary contained in the Project Loan Note notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of the Project Loan Note shall have been so declared and become due and payable and prior to date of any sale of any part of the Project Real Estate pursuant to this Section, all arrears of interest, if any, upon the Project Loan Note and the expenses of the City shall be paid by the Developer, and every other default in the observance or performance of any covenant, condition or agreement contained in the Project Loan Note or in this Agreement shall be made good, or be secured, to the satisfaction of the City, or provision deemed by the City to be adequate shall be made therefor, then and in every such case the City by written notice to the Developer may waive the Event of Default by reason of which the principal of the Project Loan Note shall have been so declared and become due and payable and may rescind and annul such declaration and its consequences; but no such waiver, rescission or annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon. Notwithstanding the foregoing, upon the occurrence of an Event of Default described in Sections 12.1(h), 12.1(i) or 12.1(k), or the Project Loan Note, shall automatically become immediately due and payable and no waiver of such Event of Default shall be granted by the City with respect thereto but the City shall pursuant to this paragraph waive all other defaults if the same are cured prior to sale.

(b) Right to Bring Suit, Etc. The City, with or without entry, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in the Project Loan Note or in this Agreement or in aid of the execution of any power herein granted, or for any foreclosure as provided in the Project Mortgage or for the enforcement of any other appropriate legal or equitable remedy, as the City shall deem most effectual to collect the payments then due and thereafter to become due on the Project Loan Note to enforce performance and observance of any obligation, agreement or covenant of the Developer hereunder or to protect and enforce any of the City's rights or duties hereunder.

12.3 Foreclosure and Sale of Property. In the event of any sale made under or by virtue of judicial proceedings or decree of foreclosure and sale or as permitted by law, subject to the superior security interests of the Bank, the whole of the property subject to the lien of the Project Mortgage and the other Project Loan Security Documents may be sold in one parcel and as an entirety, or in separate parcels or lots, as the City may determine.

12.4 Remedies Cumulative. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

12.5 Delay or Omission Not a Waiver. No delay or omission of the City or the Developer to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Agreement to the City or the Developer may be exercised from time to time and as often as may be deemed expedient by the City or the Developer, as the case may be.

12.6 Waiver of Extension, Valuation and Appraisement Laws. To the extent permitted by law, the Developer will not during the continuance of any Event of Default hereunder nor permit the Land Trustee to insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisement of the property subject to the lien of the Bank Mortgage, or other Bank Loan Security Documents, the Project Mortgage or the other Project Loan Security Documents, or the Foundation Mortgage, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and the Developer hereby expressly waives all benefits or advantage of such law or laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the City, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

12.7 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise hereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable under the provisions of any applicable law.

12.8 Remedies Under Illinois Uniform Commercial Code. In addition to any other remedies provided for hereby or by law, the City shall have the rights of a secured party and the Developer shall have the rights of a debtor under the Uniform Commercial Code of Illinois with respect to the property subject to the lien of the Project Mortgage and the Subordinate Security Agreement upon the occurrence and continuance of an event of default hereunder, as defined in Section 12.1 hereof.

13. Notices. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City:

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

With a copy to:

Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

If to the Developer:

New Regal Theater Limited
Partnership
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60602

With a copy to:

Kovitz, Shifrin, Ley, Waitzman,
Smoller, Delmenico & Glink
33 North Dearborn Street
Chicago, Illinois 60602
Attn: Ronald Delmenico

Any Notice shall be deemed delivered three (3) days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address.

14. Waiver. The waiver by a party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

15 Construction.

15.1 Captions. The captions of the Articles and Sections of this Agreement are intended for convenience only and shall not be construed to define, limit or amplify the contents thereof.

15.2 Case. Whenever the context shall require, the use of the singular or plural herein shall be deemed to include the plural or singular, as the case may be.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois where it has been executed and any suit or proceeding to enforce this Agreement shall be brought in the Federal or State courts located in Cook County, Illinois.

15.4 Severability. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of any of the remaining articles, sections, subsections, clauses or provisions hereof.

15.5 Exculpation. Nothing contained herein is meant or shall be construed to impose personal liability on the Land Trustee for the repayment of principal of or interest on the Project Loan Note.

15.6 Complete and Final Statement. This Agreement together with all Exhibits which are expressly made a part of this Agreement contains the final expression of the agreement between the parties relating to the subject matter hereof, is intended as a complete and exclusive statement of the terms upon which the parties have agreed, and no prior agreements, written or oral, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties.

15.7 Termination. This Agreement shall terminate upon the payment in full of the Project Loan Note. Any obligation and all remedies accrued prior to the termination date shall survive termination of the Agreement.

15.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

[Signature forms omitted for printing purposes]

[Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 11, 15, 16, 18, 19 and 37
attached to this Redevelopment Agreement are
printed on pages 34201 through 34397 of
this Journal.]

EXHIBIT 1

PROJECT LOAN NOTE

PROMISSORY NOTE

\$1,000,000.00

Chicago, Illinois

_____, 1986

FOR VALUE RECEIVED, BEVERLY BANK OF CHICAGO, a state banking association, not personally, but solely as trustee (the "Land Trustee") under the provisions of a Trust Agreement dated April 17, 1985 by and between Beneficiary as hereinafter defined, as assignee of the Soft Sheen Foundation, and the Land Trustee and known as Trust Number 8-7902 and a Trust Agreement dated April 17, 1985 by and between the Beneficiary, as assignee of the Soft Sheen Foundation, and the Land Trustee and known Trust Number 8-7903 and NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership (the "Beneficiary") (the Land Trustee and the Beneficiary are collectively referred to herein as the "Maker"), hereby promise to pay to the order of THE CITY OF CHICAGO, ILLINOIS, a public body corporate (the "City"), the lesser of the principal sum of ONE MILLION DOLLARS (\$1,000,000) or the amount outstanding as endorsed on the grid attached to this Note (or recorded in the City's books and records) plus, in either case, the amount of all deferred interest and additional interest added to such principal sum, as described below. Endorsement or recording by the City of the principal balance outstanding hereunder shall be rebuttably presumptive evidence of such principal balance. The statement in this Note of such maximum amount shall not be deemed an agreement by the Maker to borrow such amount, and acceptance by the City of this Note shall not be deemed an agreement to lend such amount. Reference is hereby made to that certain Redevelopment Agreement dated as of _____, 1986, between the City and the Beneficiary (the "Redevelopment Agreement") for a complete statement of the terms and conditions of the indebtedness evidenced by this Note. All capitalized words and terms used herein and not otherwise defined shall have the meanings provided in the Redevelopment Agreement.

The unpaid principal amount from time to time outstanding under this Note shall bear interest prior to maturity at the simple interest rate of three percent (3%) per annum for the first two years following the initial disbursement, four percent (4%) per annum for the second two years and five percent (5%) per annum thereafter, computed on the basis of a year consisting of three hundred sixty-five (365) days, and paid for actual days elapsed. Interest only, at the rate of three percent 3% per annum, shall be payable monthly on the _____ day of each month following the initial disbursement, with the entire balance of the principal and accrued interest due and payable on the maturity date (as hereinafter defined).

The maturity date for the payment of the principal of and accrued interest on this Note (the "Maturity Date") shall be ten (10) years from the date of the Project Loan Closing. After maturity, whether by acceleration or otherwise, the amount of any unpaid principal and interest shall bear interest at the greater rate per annum equal to the rate of interest published or publicly announced from time to time by Harris Trust & Savings Bank as its prime rate or equivalent rate of interest, with the rate charged hereunder to fluctuate concurrently with such prime rate, or eighteen percent (18%) per annum. Such post maturity interest shall be due and payable upon demand.

This Project Loan Note may be prepaid, in whole or in part, at any time without penalty or premium and any such payment will be first applied to accrued but unpaid interest and then to principal.

In addition to the amounts described above, the Maker shall pay to the City as additional interest the following:

The Maker shall pay to the City 25% of the Beneficiary's Net Annual Cash Flow, if any, from the operation of the Project Real Estate and subject to the conditions of this subparagraph; provided, however, that no such additional interest shall be due for any fiscal year in which the Beneficiary's return on equity in the Project (on a noncumulative basis) does not exceed twelve and one-half percent (12.5%). "Net Annual Cash Flow" shall mean all of the Beneficiary's annual operating income and receipts from the Project and the Project Real Estate minus, for the same period (i) debt service on any financing or refinancing, including but not limited to, the Bank Loan, the Project Loan, the Foundation Loan and any other financing extended by the Bank or the City (ii) real estate taxes, and (iii) reasonable operating expenses (including management fee not to exceed 5% of annual operating income) allowable for federal income tax purposes but excluding reserves for capital improvements, depreciation and other non-cash expenses. The obligation to make payments to the City under this subparagraph shall begin to accrue on the date that interest on the Project Loan begins to accrue and shall terminate upon payment in full of this Note. Payments shall be made annually, each payment being due within one hundred twenty (120) days after the end of each fiscal year of the Beneficiary that either begins or ends within the period of the obligation set forth in this subparagraph. An appropriate apportionment shall be made with respect to any partial fiscal year.

All payments made on account of the indebtedness evidenced by this Note shall be made in currency and coin of the United States of America which shall be legal tender for public and private debts at the time of payment. Said payments are to be made at such place as the legal holder of this Note may from

time to time in writing appoint or, in the absence of such appointment, at the office of the City's Department of Finance, City Hall, Chicago, Illinois, 60602.

The payment of the indebtedness evidenced by this Note is secured by, among other things: a Mortgage of even date herewith from the Maker to the City (the "Project Mortgage"), granting the City a junior mortgage lien, subject to the Bank Mortgage lien, on the real estate described therein (the "Project Real Estate"); a Subordinate Collateral Assignment of Beneficial Interest, dated of even date herewith from the Beneficiary to the City assigning to the City subject to the interest of the Bank, the Beneficiary's beneficial interest in the land trusts which hold title to the Project Real Estate (the "Subordinate Collateral Assignment of Beneficial Interest"); a Subordinate Security Agreement of even date herewith between the Beneficiary and the City, granting the City a security interest in certain personal property and equipment described therein (the "Subordinate Security Agreement"); a Subordinate Assignment of Rents and Leases of even date herewith, from the Maker to the City, assigning to the City subject to the lien of the Bank, all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to the Project Real Estate (the "Subordinate Assignment of Rents"); the First Collateral Assignment of Construction Contracts of even date herewith, from the Beneficiary to the City, assigning to the City all of the Beneficiary's interest in and to the architect's contracts, construction managers agreement, all contractors' contracts and permits pertaining to the Project Real Estate (the "First Collateral Assignment of Construction Contracts"); and the First Collateral Assignment of Management and Leasing Agreements dated of even date herewith, from the Beneficiary to the City, assigning to the City all of the Beneficiary's rights in and to all management agreements and leasing agreements pertaining to the Project Real Estate (the "First Collateral Assignment of Management and Leasing Agreements"). By this reference, the Redevelopment Agreement, Project Mortgage, the Subordinate Collateral Assignment of Beneficial Interest, the Subordinate Security Agreement, the Subordinate Assignment of Rents, the First Collateral Assignment of Construction Contracts, and the First Collateral Assignment of Management and Leasing Agreements are incorporated by reference as if fully set forth herein and are sometimes collectively referred to herein as the "Project Loan Security Documents."

The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Note:

- (i) default in the payment of interest on this Note when the same is due in accordance with the terms hereof; or

- (ii) default in the payment of the principal of this Note when due in accordance with the terms hereof; or
- (iii) default in the performance or observance of any other covenant or agreement of the Maker contained herein, which default shall remain unremedied for thirty (30) days after written notice thereof shall have been given by the City to the Maker; provided, however, if such correction, by its nature, cannot be performed within said 30-day period, then, if the Maker commences such correction within the said thirty (30) day period and diligently pursues such correction, the time period within which such correction must be performed shall end on the ninetieth (90th) day following the written notice from the City to the Maker;
- (iv) the occurrence of an Event of Default under the Redevelopment Agreement, including the Project Loan Security Documents which are referred to as an Event of Default therein; or
- (v) the occurrence of an Event of Default under the Bank Loan Note, the Bank Mortgage, the Bank Loan Security documents, the Foundation Loan Note, the Foundation Mortgage or the Second Subordinate Assignment of Rents.

Upon the occurrence of an Event of Default hereunder then, at any time thereafter, at the election of the City and without notice to the Maker, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment as aforesaid, and the City may proceed to foreclose the Project Mortgage, to exercise any rights and remedies available to the City under the Redevelopment Agreement or any of the Project Loan Security Documents and to exercise any other rights and remedies against the Maker or with respect to this Note which the City may have at law, in equity or otherwise.

The remedies of the City as provided herein or in the Redevelopment Agreement or the Project Loan Security Documents or other instruments securing this Note, shall be cumulative and concurrent, and may be pursued singularly, successively or concurrently, at the sole discretion of the City, and may be exercised as often as occasion therefor shall arise. Failure of the City, for any period of time or on more than one occasion, to exercise its option to demand payment of this Note shall not constitute a waiver of the right to exercise the same at any time thereafter or in the event of any subsequent Event of Default. No act of omission or commission of the City, including

specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same; any such waiver or release is to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as a waiver or release of any subsequent event or as a bar to any subsequent exercise of the City's rights or remedies hereunder. Except as otherwise specifically required herein, notice of the exercise of any right or remedy granted to the City by this Note is not required to be given.

If (i) this Note is placed in the hands of an attorney for collection or enforcement or is collected or enforced through any legal proceeding; (ii) any attorney is retained to represent the City in any bankruptcy, reorganization, receivership, or other proceedings affecting creditors rights and involving a claim under this Note, the Redevelopment Agreement or any of the Project Loan Security Documents; (iii) an attorney is retained to protect or enforce the lien of the Project Mortgage or the liens or security interests of any of the other Project Loan Security Documents; or (iv) an attorney is retained to represent the City in any other proceedings whatsoever in connection with this Note, the Redevelopment Agreement, the Project Loan Security Documents, or any property subject thereto, then the Maker shall pay to the City all reasonable attorneys' fees and all costs and expenses incurred in connection therewith, in addition to all other amounts due hereunder.

The City is expressly authorized to apply payments made under this Note as the City may elect against any or all amounts, or portions thereof, then due and payable hereunder or under the Project Loan Security Documents, the outstanding principal balance due under this Note, the unpaid and accrued interest due under this Note, or any combination of the foregoing.

The Maker hereby agrees to: (i) waive and renounce any and all redemption and exemption rights and the benefit of all valuation and appraisal privileges against the indebtedness evidenced by this Note or by any extension or renewal hereof; (ii) waive presentment and demand for payment, notices of non-payment and of dishonor, protest of dishonor, and notice of protest; (iii) waive all notices in connection with the delivery and acceptance hereof and all other notices in connection with the performance, default, or enforcement of the payment hereof or hereunder; (iv) waive any and all lack of diligence and delays in the enforcement of the payment hereof; (v) agree that the liability of the Maker shall be unconditional and without regard to the liability of any other person or entity for the payment hereof, and shall not in any manner be affected by any indulgence or forbearance granted or consented to by the City to the Maker with respect hereto; (vi) consent to any and all extensions of time,

renewals, waivers, or modifications that may be granted by the City with respect to the payment or other provisions hereof and to the release of any security at any time given for the payment hereof, or any part thereof, with or without substitution, and to the release of any person or entity liable for the payment hereof; and (vii) consent to the addition of any and all other makers, endorsers, guarantors, and other obligors for the payment hereof, and to the acceptance of any and all other security for the payment hereof, and agree that the addition of any such obligors or security shall not affect the liability of the Maker for the payment hereof.

Time is of the essence hereof.

The Maker agrees that: (i) this instrument and the rights and obligations of all parties hereunder shall be governed by and construed under the substantive laws of the State of Illinois, without reference to the conflict of laws principles of such state; (ii) the obligation evidenced by this Note is an exempted transaction under the Truth in Lending Act, 15 U.S.C. §1601, et seq.; and (iii) said obligation constitutes a business loan within the purview of Illinois Revised Statutes Chapter 17, Section 6404; (iv) the proceeds of the indebtedness evidenced by this Note will only be invested in accordance with Ill. Rev. Stat. Ch. 85, §902(1986).

The parties hereto intend and believe that each provision in this Note comports with all applicable law. However, if any provision in this Note is found by a court of law to be in violation of any applicable law, and if such court should declare such provision of this Note to be unlawful, void or unenforceable as written, then it is the intent of all parties hereto that such provision shall be given full force and effect to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such unlawful, void or unenforceable provision were not contained therein, and that the rights, obligations and interests of the Maker and the City under the remainder of this Note shall continue in full force and effect.

Upon any endorsement, assignment, or other transfer of this Note by the City or by operation of law, the term "the City" as used herein, shall mean such endorsee, assignee, or other transferee or successor to the City then becoming the holder of this Note. This Note shall inure to the benefit of the City and its successors and assigns and shall be binding upon the undersigned and its successors and assigns. The term "the Maker" as used herein, shall include the successors, and assigns of the Maker.

All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices")

10/6/86

REPORTS OF COMMITTEES

34207

required or permitted to be given hereunder, or which are to be given with respect to this Note, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to the City: Commissioner
Department of Planning
Room 1000
City of Chicago
City Hall
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago
City Hall
Room 511
Chicago, Illinois 60602

If to the Maker: New Regal Theater Limited Partnership
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60602

and

Beverly Bank of Chicago
1357 West 103rd Street
Chicago, Illinois 60643
Attention: Land Trust Department

with a copy to: Ronald R. Delmenico,
Kovitz, Shifrin, Ley, Waitman,
Smoller & Glink
33 North Dearborn Street
Chicago, Illinois 60602
Attention: Ronald Delmenico

Any Notice shall be deemed delivered three (3) days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner, REGAL
THEATER, INC., an Illinois
corporation

Attest:

Its Secretary

By: _____

Its President

BEVERLY BANK OF CHICAGO
as Trustee aforesaid

Attest:

Name
Title _____

By: _____

Name
Title _____

This document is executed by Beverly Bank of Chicago, not personally, but solely as Trustee under Trust Nos. 8-7902 and 8-7903 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing contained in this Note shall be construed as creating monetary liability on said Trustee personally to pay any indebtedness accruing hereunder, or any personal monetary liability on said Trustee with respect to the performance of any warranty or covenant, either express or implied (all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder), except that the said Trustee shall be liable for funds or property of the Project Real Estate coming into its hands which it is not entitled to retain.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19__.

Notary Public

My commission expires:

(604/F)

10/6/86

REPORTS OF COMMITTEES

34211

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ of _____, 19____ day

Notary Public

My commission expires:

(604/F)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19__.

Notary Public

My commission expires:

(604/F)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19_____.

Notary Public

My commission expires:

(604/F)

EXHIBIT 2

PROJECT MORTGAGE

SUBORDINATE MORTGAGE AND SECURITY AGREEMENT

THIS SUBORDINATE MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made as of _____, 1986, by BEVERLY BANK OF CHICAGO ("Mortgagor"), not personally but as Trustee under Trust Agreement dated April 17, 1985 by and between the Borrower, as assignee of the Soft Sheen Foundation and the Mortgagor and known as Trust No. 8-7902 and as Trustee under Trust Agreement dated April 17, 1985 by and between the Borrower, as assignee of the Soft Sheen Foundation and the Mortgagor and known as Trust Number 8-7903 and NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership (the "Borrower") to the CITY OF CHICAGO, a public body corporate ("Mortgagee").

RECITALS:

A. The Loan. Pursuant to the New Regal Theater Redevelopment Agreement (the "Redevelopment Agreement") dated _____, 1986 made by and between the Borrower and the Mortgagee, the Mortgagee has agreed to lend the Borrower up to One Million Dollars (\$1,000,000) (the "Project Loan"), which Project Loan is evidenced by a promissory note of even date herewith (the "Project Loan Note") made by the Mortgagor and the Borrower to the Mortgagee. The Project Loan Note, and the Borrower's obligations arising under the Redevelopment Agreement, are secured by this Mortgage conveying the property located on Exhibit A hereto (the "Land") and by the Loan Documents (as hereinafter defined) made by the Borrower for the benefit of the Mortgagee.

The aggregate of the amounts due and payable under the Project Loan Note, the Borrower's obligations arising under the Redevelopment Agreement and this Mortgage, together with interest, fees and costs, are herein referred to as the Indebtedness Hereby Secured.

B. Other Loan Documents. As security for the repayment of the Indebtedness Hereby Secured in addition to this Mortgage, there have been executed and delivered to Mortgagee certain other loan documents described in Exhibit B attached hereto and made a part hereof (the Subordinate Security Agreement, the Subordinate Assignment of Rents, this Mortgage and all other loan documents described in such Exhibit B, whether now or hereafter existing, being collectively referred to herein as the "Loan Documents").

C. This Mortgage. As security for the repayment of the Indebtedness Hereby Secured in addition to the other Loan Documents, Mortgagor and Borrower are required by Mortgagee to execute and deliver to Mortgagee this Mortgage.

D. Subordination of Mortgage. This Mortgage is subordinate and subject to the rights of Drovers Bank of Chicago ("Bank") under the Bank Mortgage dated _____ and

recorded as Document Number _____ in the Cook County Recorder of Deeds, securing the principal sum of \$1,600,000.

THE GRANT

Now, Therefore, in order to secure the payment of the Indebtedness Hereby Secured, including the principal amount thereof and interest thereon and the performance of the agreements contained hereinbelow, and also to secure the payment of any and all other indebtedness, direct or contingent, that may now or hereafter become owing from Mortgagor and Borrower to Mortgagee and the performance of all other obligations under the Loan Documents, in consideration of the matters recited hereinabove, Mortgagor hereby grants, and mortgages to Mortgagee and its successors and assigns forever the Land, and all of its estate, right, title, and interest therein whether now or hereafter acquired to the Land, which is situated in the County of Cook, State of Illinois and legally described in Exhibit A attached hereto, together with the following described property (the Land and the following described property being collectively referred to hereinbelow as the "Premises"), all of which other property is hereby pledged primarily on a parity with the Land and not secondarily:

(a) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, appliances, equipment, furniture, and personal property of every nature whatsoever now or hereafter owned by Mortgagor or Borrower and located in or on, or attached to, or used or intended to be used in connection with or with the operation of, the Land, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Mortgagor or Borrower, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title and interest of Mortgagor or Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Mortgagor or Borrower or on its behalf (the "Improvements");

(b) all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to the Land, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor or Borrower, and the reversion and reversions, remainder

and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same;

(c) all rents, royalties, issues, profits, revenue, income and other benefits from the Premises to be applied against the Indebtedness Hereby Secured, provided, however, that permission is hereby given to Mortgagor or Borrower so long as no Default has occurred hereunder, to collect, receive, take, use and enjoy such rents, royalties, issues, profits, revenue, income and other benefits as they become due and payable, but not more than one (1) month in advance thereof without consent of the Mortgagee;

(d) all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the Premises whether written or oral and all agreements for use of the Premises (the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Mortgagor to collect the rentals under any such Lease;

(e) all fixtures and articles of personal property now or hereafter owned by Mortgagor or Borrower and forming a part of or used in connection with the Land or the Improvements or the operating thereof, including, but without limitation, and any all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, booths, cabinets, carpets, chandeliers, computers, coolers, construction materials, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnances, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, projectors, pumps, radiators, railings, ranges, recreational facilities, refrigerators, screens, seats, security systems, shades, shelving, signs, sinks, sprinklers, statues, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor or Borrower and placed on the Land or the Improvements shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Mortgagor and placed on the Land or the Improvements shall, so far as permitted by law, be deemed to be fixtures, a part of the realty, and security for the Indebtedness Hereby Secured; notwithstanding the agreement and declaration hereinabove

expressed that certain articles of property form a part of the realty covered by this Mortgage and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute goods (as said term is used in the Uniform Commercial Code), this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Mortgagee as a Secured Party and Mortgagor as Debtor, all in accordance with said Uniform Commercial Code; and

(f) subject to the terms and provisions of Paragraphs 8 and 9 hereof, all proceeds of the foregoing, including without limitation all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Premises or proceeds of any sale, option or contract to sell the Premises or any portion thereof; and Mortgagor hereby authorizes, directs and empowers Mortgagee and Mortgagor, to adjust, compromise, claim, collect and receive such proceeds, to give proper receipts and acquittances therefor, notwithstanding the fact that the same may not then be due and payable or that the Indebtedness Hereby Secured is otherwise adequately secured.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever, for the purposes and upon the uses herein set forth together with all right to possession of the Premises after the occurrence of any Default as hereinafter defined; the Mortgagor and Borrower hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State in which the Premises are located.

PROVIDED, NEVERTHELESS, that if Mortgagor and Borrower shall pay in full when due the Indebtedness Hereby Secured and shall duly and timely perform and observe all of the terms, provisions, covenants and agreements herein and in the Loan Documents provided to be performed and observed by the Mortgagor and Borrower, then this Mortgage and the estate, right and interest of Mortgagee in the Premises shall cease and become void and of no effect, but shall otherwise remain in full force and effect.

THE MORTGAGOR AND BORROWER FURTHER COVENANT AND AGREE AS FOLLOWS:

1. Payment of Indebtedness and Performance of Covenants. Mortgagor and Borrower shall (a) pay when due the Indebtedness Hereby Secured; and (b) duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Mortgagor's or Borrower's part to be performed or observed as provided in this Mortgage, the Redevelopment Agreement and the other Loan Documents.

2. Maintenance, Repair, Compliance with Law, Use, Etc. Mortgagor and Borrower shall (a) promptly repair, restore, replace or rebuild any portion of the Improvements which may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for that purpose; (b) keep the Premises in good condition and repair, free from waste; (c) pay all operating costs of the Premises; (d) complete, in accordance with the Redevelopment Agreement, any building or buildings or other Improvements now or at any time in the process of erection or renovation upon the Premises; (e) comply with all requirements of statutes, ordinances, rules, regulations, orders, decrees and other requirements of law relating to the Premises or any part thereof by any federal, state or local authority; (f) refrain from any action and correct any condition which would increase the risk of fire or other hazard to the Improvements or any portion thereof; (g) comply with any restrictions and covenants of record with respect to the Premises and the use thereof; (h) observe and comply with any conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including without limitation zoning variances, special exceptions and nonconforming uses), privileges, franchises and concessions that are applicable to the Premises or its use and occupancy; and (i) cause the Premises to be managed in a competent and professional manner.

Without the prior written consent of Mortgagee, neither Mortgagor nor Borrower shall cause, suffer or permit any (i) material alterations of the Premises except as required by law or ordinance or except as permitted or required to be made by the terms of the Redevelopment Agreement and by the terms of any Leases approved by Mortgagee; (ii) change in the intended use or occupancy of the Premises for which the Improvements were constructed, including without limitation any change which would increase any fire or other hazard, except as permitted or required by the terms of the Redevelopment Agreement; (iii) zoning reclassification with respect to the Premises; (iv) unlawful use of, or nuisance to exist upon, the Premises; or (v) granting of any easements, licenses, covenants, conditions or declarations of use against the Premises, other than use restrictions contained or provided for in the Redevelopment Agreement and in Leases approved by Mortgagee.

3. Liens.

A. Prohibition. Subject to the provisions of Paragraphs 4 and 11 hereof, neither the Mortgagor nor Borrower shall create or suffer or permit any mortgage, lien, charge or encumbrance to attach to or be filed against the Premises, whether such lien or encumbrance is inferior or superior to the lien of this Mortgage, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Premises (which

liens are herein defined as "Mechanic's Liens") and excepting only the lien of real estate taxes and assessments not due or delinquent, any liens and encumbrances of Mortgagee, the liens of Drovers Bank of Chicago (the "Bank") Mortgage which is superior to the liens of this Mortgage, and any other lien or encumbrance identified on Exhibit C.

B. Contest of Mechanics' Lien Claims. Notwithstanding the foregoing prohibition against Mechanics' Liens against the Premises, Mortgagor or Borrower may in good faith and with reasonable diligence contest the validity or amount of any Mechanics' Lien and defer payment and discharge thereof during the pendency of such contest, provided: (i) that such contest shall have the effect of preventing the sale or forfeiture of the Premises or any part thereof, or any interest therein, to satisfy such Mechanics' Lien; (ii) that, within ten (10) days after Mortgagor or Borrower has been notified of the filing of such Mechanics' Lien, Mortgagor or Borrower shall have notified Mortgagee in writing of its intention to contest such Mechanics' Lien or to cause such other party to contest such Mechanics' Lien; and (iii) that Mortgagor or Borrower shall have obtained a title insurance endorsement over such Mechanics' Liens insuring Mortgagee against loss or damage by reason of the existence of such Mechanics' Liens or Mortgagor or Borrower shall have deposited or caused to be deposited with Mortgagee or Intercounty Title Insurance Company (or comparable title insurer approved in advance by the Mortgagee), at such place as Mortgagee may from time to time in writing appoint, and in the absence of such appointment, then at the place of payment designated in the Project Loan Note a sum of money or other adequate security equal to one hundred twenty-five percent (125%) of the amount of the claim or claims being contested, or such amount as may be required by the aforesaid title insurer to insure payment thereof and all interest which might become due thereon. In case Mortgagor or Borrower shall fail to maintain or cause to be maintained sufficient funds on deposit as hereinabove provided, shall fail to prosecute such contest or cause such contest to be prosecuted with reasonable diligence or shall fail to pay or cause to be paid the amount of the Mechanics' Lien plus any interest finally determined to be due upon the conclusion of such contest, to the extent such amount exceeds the amount on deposit with Mortgagee, Mortgagee may, at its option, apply the money as deposited in payment of or on account of such Mechanics' Lien, or that part thereof then unpaid, together with all interest thereon. If the amount of money so deposited shall be insufficient for the payment in full of such Mechanics' Lien, together with all interest thereon, Mortgagor shall forthwith, upon demand, deposit with Mortgagee a sum which, when added to the funds then on deposit, shall be sufficient to make such payment in full. In the event the contest of the Mechanics' Lien claim is ultimately resolved in favor of the claimant, Mortgagee shall apply the money so deposited in full payment of such Mechanics' Lien or that part thereof then

unpaid, together with all interest thereon (provided Mortgagor is not then in default hereunder) when furnished with evidence satisfactory to Mortgagee of the amount of payment to be made. Any overplus remaining in the control of Mortgagee shall be paid to Borrower, provided neither Mortgagor nor Borrower is then in default hereunder.

4. Taxes and Liens.

A. Payment. Mortgagor and Borrower shall pay or cause to be paid when due and before any penalty attaches, all sales, use, excise, real and personal property, income, corporate franchise and other taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever levied or assessed against the Premises or any part thereof or any interest therein or any obligation or instrument secured hereby, and all installments thereof (all herein generally called "Taxes"), whether or not assessed against Mortgagor, and Mortgagor or Borrower shall furnish to Mortgagee receipts therefor on or before the date the same are due; and shall discharge any claim or lien relating to taxes upon the Premises.

B. Contest. Mortgagor or Borrower may cure any default in the payment of such Taxes and may, in good faith and with reasonable diligence and subject to the restrictions in the Redevelopment Agreement, contest or cause to be contested the validity or amount of any such Taxes (but shall not contest the validity or amount of payments made in lieu of taxes pursuant to the Redevelopment Agreement), provided that:

(a) such contest shall have the effect of preventing the collection of the Taxes so contested and the sale or forfeiture of the Premises or any part thereof or interest therein to satisfy the same;

(b) Mortgagor or Borrower has notified Mortgagee in writing of the intention to contest the same or to cause the same to be contested before any Tax has been increased by any interest, penalties, or costs; and

(c) Mortgagor or Borrower has deposited or caused to be deposited with Mortgagee, at such place as Mortgagee may from time to time in writing designate, a sum of money or other security acceptable to Mortgagee that is sufficient, in Mortgagee's judgment, to pay in full such contested Tax and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Mortgagee's judgment, to pay in full such contested Tax, increasing such amount to cover additional penalties and interest whenever, in Mortgagee's judgment, such increase is required so that Mortgagee will have an amount sufficient to pay the Tax and all penalties and interest thereon.

In the event Mortgagor or Borrower fails to prosecute such contest with reasonable diligence or fails to maintain sufficient funds on deposit as hereinabove provided, Mortgagee may, at its option, apply the monies and liquidate any securities deposited with Mortgagee in payment of, or on account of, such Taxes, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such Taxes, together with all penalties and interest thereon, Mortgagor and Borrower shall forthwith, upon demand, either deposit with Mortgagee a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Mortgagee has applied funds on deposit on account of such Taxes, restore such deposit to an amount satisfactory to Mortgagee. Provided that neither Mortgagor nor Borrower is then in default hereunder, Mortgagee shall, if so requested in writing by Borrower, after final disposition of such official bill for such Taxes, apply the money so deposited in full payment of such Taxes or that part thereof then unpaid, together with all penalties and interest thereon. Any excess amounts remaining after such application shall be returned to Borrower.

5. Change in Tax Laws. If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Mortgagee, Mortgagor or the Premises, any tax is imposed or becomes due in respect of the recording of this Mortgage, Mortgagor and Borrower shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon Mortgagee the payment of the whole or any part of the taxes required to be paid by the Mortgagor or Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the interest of Mortgagee in the Premises, or the manner of collection of taxes, so as to affect this Mortgage, the Indebtedness Hereby Secured or Mortgagee, then, and in any such event, Mortgagor and Borrower, upon demand by Mortgagee, shall pay such taxes, or reimburse Mortgagee therefor on demand, unless Mortgagee determines, in Mortgagee's sole and exclusive judgment, that such payment or reimbursement is unlawful; in which event such charge shall not be imposed upon Mortgagor and Borrower.

6. Insurance Coverage. Mortgagor and Borrower, at their joint expense, at all times until the obligations of Borrower under the Redevelopment Agreement have been satisfied in full and the Indebtedness Hereby Secured is paid in full will insure or will cause to be insured, the Premises insured against such uses as are customarily insured against by business of like size and type in the State of Illinois, paying as the same become due all premiums in respect thereto, and in any event will continuously maintain the following described policies of insurance (the "Insurance Policies"):

(a) Insurance upon the repair or replacement cost basis, if available, and otherwise to the full insurable value of all improvements, fixtures and equipment from time to time on the Premises, not less than the sum of the principal amounts of the Project Loan Note, the Bank Loan Note and the Foundation Loan Note (with deductible provisions not to exceed \$10,000) against loss or damage by theft, fire and other risks, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in the State of Illinois.

(b) Explosion insurance on steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in subparagraph (a) above) in an amount equal to the full insurable value of the steam boilers, pressure vessels and pressure piping installed on the Premises (with deductible provisions not to exceed \$10,000).

(c) Insurance to the extent of \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate against liability for bodily and personal injury, including death resulting therefrom, and to the extent of \$5,000,000 per occurrence against liability for damage to property of others, including loss of use thereof, (with deductible provisions not to exceed \$10,000) occurring on or in any way related to the Premises, or any part thereof.

(d) Workmen's Compensation Insurance for the employees of the Borrower or any other active operator of the Premises required by the laws of the State of Illinois.

(e) Builder's Risk Insurance in form and amount acceptable to the Mortgagee, until a Completion Certificate has been awarded under the terms of the Redevelopment Agreement.

(f) Dram Shop insurance during any time that alcoholic beverages are offered for sale on the Premises.

(g) Such other insurance with respect to the Premises in such amounts and against such insurable hazards as the Mortgagee may from time to time reasonably require. The Borrower shall also maintain business interruption insurance in conformity with the provisions of the Redevelopment Agreement.

The insurance provisions of the Redevelopment Agreement shall control if conflicting with the above.

7. Insurance Policies. All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Mortgagee. All Insurance Policies insuring against casualty, liability and other appropriate policies shall include a non-contributing mortgagee endorsement in favor of and with loss payable to Mortgagee. All Insurance Policies shall include standard waiver of subrogation endorsement; shall provide that the coverage shall not be terminated or materially modified without thirty (30) days' advance written notice to Mortgagee and that no act or default of Mortgagor or Borrower shall affect the right of Mortgagee; and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Mortgagee. Borrower will deliver all Insurance Policies premium prepaid, to Mortgagee and, in case of Insurance Policies about to expire, Borrower will deliver renewal or replacement policies not less than ten (10) days prior to the date of expiration. The requirements of the preceding sentence shall apply to any separate policies of insurance taken out by Borrower concurrent in form or contributing in the event of loss with the Insurance Policies. Insurance Policies maintained by tenants under the Leases may, if in conformity with the requirements of this Mortgage and if approved by Mortgagee, be presented to Mortgagee in satisfaction of Mortgagor's and Borrower's obligation to provide the insurance coverages provided by those Insurance Policies.

8. Proceeds of Insurance. Mortgagor or Borrower will give Mortgagee prompt written notice of any loss or damage to the Premises, and:

(a) All net proceeds of insurance resulting from claims for losses resulting from damage or destruction of the Premises or any portion thereof shall be delivered to the appropriate party (Construction Escrowee or loss payees) pursuant to the Redevelopment Agreement, for the benefit of the Mortgagee and the Mortgagor and the Borrower.

(b) Upon the occurrence of any damage to or destruction of the Premises or any portion thereof, other than Substantial Destruction (as defined in subparagraph (f) below), the Mortgagor and the Borrower shall proceed promptly to repair, rebuild or restore the Premises to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor or Borrower and approved in writing by the Mortgagee. If the damage is caused prior to the completion of construction, the insurance proceeds shall be deposited with Construction Escrowee and disbursed pursuant to the Construction Escrow

Agreement. If the damage is caused after the construction is complete the funds shall flow to all the loss payees on the policy in accordance with the Redevelopment Agreement and Intercreditor Agreement and shall be used to rebuild, repair and restore premises provided such damage is not Substantial Destruction as defined below. In the event that the insurance moneys are not sufficient to rebuild and restore the Premises, the Mortgagor and Borrower will nonetheless cause such rebuilding, repairing or restoration to be completed and shall pay that portion of the costs not covered by the insurance proceeds.

(c) Notwithstanding anything in this Mortgage to the contrary, upon the occurrence of damage to or destruction of the Premises to such an extent that more than fifty percent (50%) of the Theater have been destroyed or the costs of repairing, rebuilding or restoring the Premises to substantially the same condition as existed prior to the event causing such damage or destruction would exceed one hundred percent (100%) of the face amount of casualty insurance on the Premises in accordance with subparagraph 6(a) ("Substantial Destruction"), the Mortgagor or Borrower shall at the option of Mortgagor or Borrower either (i) proceed promptly to repair, rebuild or restore the Premises in accordance with subparagraph 8(b), or (ii) prepay the Project Loan Note. Any remaining balance of such net insurance proceeds shall be paid to Mortgagor and Borrower.

9. Condemnation and Eminent Domain. Any and all awards (the "Awards") heretofore or hereafter made or to be made to the present, or any subsequent, owner of the Premises, by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Premises, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Mortgagor and Borrower to Mortgagee, which Awards Mortgagee is hereby authorized to collect and receive from the condemnation authorities, and Mortgagee is hereby authorized to give appropriate receipts and acquittances therefor, except (i) so long as no event of default exists hereunder such receipts and acquittances shall be made with Mortgagor jointly and (ii) any condemnation proceeding involving an Award which Mortgagee estimates to be less than Fifty Thousand Dollars (\$50,000) may be settled by Borrower with the appropriate governmental authorities. Mortgagor or Borrower shall give Mortgagee immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings affecting all or any part of the Premises and shall deliver to Mortgagee copies of any and all papers served in connection with any such proceedings. Mortgagor and Borrower further agree to make, execute, and deliver to Mortgagee, at any time upon request, free, clear, and discharged of

any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Mortgagee for the purpose of validly and sufficiently assigning all Awards and other compensation heretofore and hereafter made to Mortgagor or Borrower for any taking, either permanent or temporary, under any such proceeding. If any portion of or interest in the Premises is taken by condemnation or eminent domain, either temporarily or permanently, and the remaining portion of the Premises is not, in the judgment of Mortgagee, a complete economic unit having equivalent value to the Premises as it existed prior to the taking, or after the taking giving effect to any reduction in the principal amount of the Mortgage, then, at the option of Mortgagee, the entire Indebtedness Hereby Secured shall immediately become due and payable. After deducting from the Award for such taking all of its expenses incurred in the collection and administration of the Award, including attorney's fees, Mortgagee shall be entitled to apply the net proceeds toward repayment of such portion of the Indebtedness Hereby Secured as it deems appropriate without affecting the lien of this Mortgage. In any other case, except for a substantial taking having an effect similar to Substantial Destruction as provided in Section 8 hereof, the Award, in the event it is collected prior to Completion of the Project, shall be deposited in the Construction Escrow and the Mortgagor and Borrower shall repair, rebuild and restore the Project Real Estate in conformity with the provisions of Section 8(b) hereof. In the event any Awards are collected after Completion of the Project, the Award shall be distributed in accordance with the Intercreditor Agreement.

10. Mortgagee's Performance of Mortgagor's Obligations. In case of Default, Mortgagee, either before or after acceleration of the Indebtedness Hereby Secured or the foreclosure of the lien hereof and during the period of redemption, if any, may, but shall not be required to, make any payment or perform any act herein required of Mortgagor or Borrower (whether or not Mortgagor or Borrower is personally liable therefor) in any form and manner deemed expedient to Mortgagee. Mortgagee may, but shall not be required to, complete construction and renovation, furnishing and equipping of the Improvements and rent, operate and manage the Premises and such Improvements and pay operating costs and expenses, including management fees, of every kind and nature in connection therewith, so that the Premises shall be operational and useable for their intended purposes. All monies paid, and all expenses paid or incurred in connection therewith, including attorney's fees and other monies advanced by Mortgagee to protect the Premises and the lien hereof, or to complete construction and renovation, furnishing and equipping to rent, operate and manage the Premises or to pay any such operating costs and expenses thereof or to keep the Premises operational and useable for their intended purpose shall be so much additional Indebtedness Hereby Secured, and shall become immediately due and payable on demand, and with interest thereon at the Interest Rate. Inaction of

Mortgagee shall never be considered as a waiver of any right accruing to it on account of any Default nor shall the provisions of this Paragraph or any exercise by Mortgagee of its rights hereunder prevent any default from constituting a Default. Mortgagee, in making any payment hereby authorized (a) relating to Taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; (b) for the purchase, discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted; or (c) in connection with the completion of construction and renovation, furnishing or equipping of the Premises or the rental, operation or management of the Premises or the payment of operating costs and expenses thereof, may do so in such amounts and to such persons as Mortgagee may deem appropriate. Nothing contained herein shall be construed to require Mortgagee to advance or expend monies for any purpose mentioned herein, or for any other purpose.

11. Restrictions on Transfer. Neither the Mortgagor nor the Borrower shall, without the prior written consent of Mortgagee, create, effect, contract for, consent to, suffer or permit any "Prohibited Transfer" (as defined herein). Any conveyance, sale, lease (except for the Operating Lease dated _____, 1986, and leases made in the ordinary course of office and commercial leasing of portions of the Premises at fair market rents and on fair market terms), assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties, rights or interests which occurs, is granted, accomplished, attempted or effectuated without the prior written consent of Mortgagee shall constitute a "Prohibited Transfer":

(a) the Premises or any part thereof or interest therein;

(b) all or any portion of the beneficial interest or power of direction in or to the trust under which Mortgagor is acting;

(c) all or any part of the general partnership interest of Borrower;

(d) all or any part of the interest of the Borrower's general partner (excepting that shareholders of the general partner may make transfers among themselves or to affiliates, or family members or trusts for their benefit);

in each case whether any such conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly, voluntarily or involuntarily, by operation of law or otherwise;

provided, however, that the foregoing provisions of this Paragraph shall not apply: (i) to liens in favor of the Mortgagee; (ii) to the lien of current taxes and assessments not in default; (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives; (iv) to the superior lien of the Bank Mortgage or other Bank Loan Security Documents.

12. Assignment of Rents, Leases and Profits. To further secure the Indebtedness Hereby Secured, Mortgagor and Borrower hereby assign and transfer unto Mortgagee all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter made or agreed to by Mortgagor or Borrower or the agents of any of them or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Leases, rents and all avails thereunder, to Mortgagee. Mortgagor and Borrower hereby irrevocably appoint Mortgagee their agent in their name and stead (with or without taking possession of the Premises as provided in Paragraph 16 hereof) to rent, lease or let all or any portion of the Premises to any party of parties at such rental and upon such terms as said Mortgagee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession pursuant to the provisions of Paragraph 16 hereof. Mortgagor and Borrower agree that they will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises, except as otherwise provided in the Permitted Encumbrances. Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to Paragraph 16 hereof. In the exercise of the powers herein granted Mortgagee, no liability shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by Mortgagor and Borrower. Mortgagor and Borrower further agree to assign and transfer to Mortgagee all future leases upon all or any part of the Premises and to execute and deliver, at the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time require. Although it is the intention of the parties that the assignment contained in this Paragraph shall be a present

assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagee shall not exercise any of the rights or powers conferred upon it by this Paragraph until a Default shall exist under this Mortgage. From time to time, Mortgagor or Borrower will furnish Mortgagee with executed copies of each of the Leases which are commercial leases and seek estoppel letters from each tenant under each of the Leases which are commercial Leases, which estoppel letters shall be in a form satisfactory to Mortgagee and shall be demanded for delivery within thirty (30) days after Mortgagee's written demand therefor. In the event Mortgagee requires that Mortgagor or Borrower execute and record a separate Collateral Assignment of Rents or separate assignments of any of the Leases to Mortgagee, the terms and provisions of those assignments shall control in the event of a conflict between the terms of Second Mortgage and the terms thereof.

13. Security Agreement. Mortgagor, Borrower, and Mortgagee agree that this Mortgage shall constitute a Security Agreement within the meaning of the Illinois Uniform Commercial Code (hereinafter referred to as the "Code") with respect to (i) any and all sums at any time on deposit for the benefit of Mortgagee or held by the Mortgagee (whether deposited by or on behalf of the Mortgagor or anyone else) pursuant to any of the provisions of the Mortgage or the Financing Agreement and (ii) with respect to any personal property included in the granting clauses of this Mortgage, which personal property may not be deemed to be affixed to the Premises or may not constitute a "fixture" (within the meaning of Section 9-313 of the Code), (which property is hereinafter referred to as "Personal Property") and all replacements of such Personal Property, substitutions for such Personal Property, additions to such Personal Property, and the proceeds thereof (all of said Personal Property, and the replacements, substitutions and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as the "Collateral"), and that a security interest in and to the Collateral is hereby granted to the Mortgagee, and the Collateral and all of Mortgagor's and Borrower's right, title and interest therein are hereby assigned to the Mortgagee, all to secure payment of the Indebtedness Hereby Secured. All of the terms, provisions, conditions and agreements contained in this Mortgage pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this Paragraph shall not limit the applicability of any other provision of this Mortgage but shall be in addition thereto:

(a) Mortgagor and Borrower (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien hereof, other liens and encumbrances benefitting Mortgagee and no other party, liens and encumbrances granted to Mortgagee pursuant to the Bank

Loan Security Documents and superior to the liens hereof, liens and encumbrances granted to the Bank pursuant to the Redevelopment Agreement and superior to the liens hereof, and liens and encumbrances, if any, expressly identified on Exhibit C.

(b) The Collateral is to be used by Mortgagor and Borrower solely for business purposes.

(c) All personal property constituting the Collateral will be kept at the Land, and, except for Obsolete Collateral (as hereinafter defined), will not be removed therefrom without the consent of Mortgagee (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Land but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are Mortgagor, Borrower, the Mortgagee under the Bank Loan Mortgage, the Mortgagee under the Project Mortgage, and the Mortgage under the Foundation Mortgage expressly permitted by the Redevelopment Agreement.

(e) No Financing Statement (other than Financing Statements showing the Mortgagee as the secured party, or financing statements showing the Bank as the secured party or with respect to other liens or encumbrances, if any, expressly permitted by the Redevelopment Agreement) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and Mortgagor and Borrower will at their own cost and expense, upon demand, furnish to Mortgagee such further information and will execute and deliver to Mortgagee such financing statements and other documents in form satisfactory to Mortgagee and will do all such acts and things as Mortgagee may at any time or from time to time request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness Hereby Secured, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Mortgagee and no other party and liens and encumbrances, if any, expressly permitted by the Redevelopment Agreement; and Mortgagor and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by Mortgagee to be necessary or desirable.

(f) Upon Default hereunder, Mortgagee shall have the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Mortgagor and Borrower can give

authority therefor, with or without judicial process, enter (if this can be done without breach of the peace), upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Mortgagee shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Mortgagor's or Borrower's right of redemption in satisfaction of Mortgagor's or Borrower's obligations, as provided in the Code. Mortgagee may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. Mortgagee may require Mortgagor and Borrower to assemble the Collateral and make it available to Mortgagee for its possession at a place to be designated by Mortgagee which is reasonably convenient to both parties. Mortgagee will give Mortgagor and Borrower at least ten (10) days notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Mortgagor and Borrower hereinafter set forth at least ten (10) days before the time of the sale or disposition. Mortgagee may buy at any public sale and, if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of a widely distributed standard price quotations, Mortgagee may buy at private sale. Any such sale may be held as part of and in conjunction with any foreclosure sale of the Premises, the Premises including the Collateral to be sold as one lot if Mortgagee so elects. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the reasonable attorney's fees and legal expenses incurred by Mortgagee, shall be applied against the Indebtedness Hereby Secured in such order or manner as Mortgagee shall elect. Mortgagee will account to Mortgagor and Borrower for any surplus realized on such disposition.

(g) The terms and provisions contained in this Paragraph 13 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code.

(h) This Mortgage is intended to be a financing statement within the purview of Section 9-402(6) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of Mortgagor and Borrower (Debtor) and Mortgagee (Secured Party) are set forth hereinafter. This Mortgage is to be filed for record with the Recorder of

Deeds of the County where the Premises are located. Mortgagor is the record owner of the Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover and include all Leases between Mortgagor or Borrower as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of Mortgagor or Borrower, as lessor thereunder, including without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any and all of the rents, income, revenues, issues and profits and moneys payable as damages or in lieu of the rent and moneys payable as the purchase price for money and other sums of money payable or receivable thereunder howsoever payable, and to bring actions and proceedings thereunder or for the enforcement thereof, and to do any and all things which Mortgagor or any Lessor is or may become entitled to do under the Leases.

14. Defaults. If one or more of the following events (herein called "Defaults") shall occur:

(a) If any default be made under the Bank Loan Note, the Bank Mortgage or the Bank Loan Security Documents as and when the same is due and payable and any applicable period of grace expressly allowed for the cure of such default in such document shall have expired;

(b) If any default shall exist under any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured, including but not limited to, the Redevelopment Agreement or any of the Loan Documents, in each case after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument;

(c) If any default shall exist under the Project Loan Note, the Project Loan Security Documents including this Project Mortgage, or the Construction Escrow Agreement, in each case after the expiration of any period of grace expressly allowed for the cure of such default in such document or instrument;

(d) The occurrence of a Prohibited Transfer;

(e) If default shall continue for thirty (30) days after notice thereof by Mortgagee to Mortgagor and Borrower in the due and punctual performance or observance of any other agreement or condition herein contained provided if

such correction, by its nature, cannot be performed within said 30-day period then, if Mortgagor or Borrower commences such correction within said 30-day period and diligently pursues said correction, the time period within which such correction shall be performed shall end on the ninetieth (90th) day following said notice to the Mortgagor and Borrower; or

(f) If bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrower (other than bankruptcy proceedings instituted by the Borrower against third parties), and if instituted against the Borrower are allowed against the Borrower or are consented to or are not dismissed, stayed or otherwise nullified within forty-five (45) days after such institution;

then Mortgagee is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Mortgagee hereunder, to declare, without further notice, all Indebtedness Hereby Secured to be immediately due and payable with interest thereon at the interest rate announced by Harris Bank & Trust Company from time to time as its prime rate, whether or not such Default be thereafter remedied by Mortgagor or Borrower, and Mortgagee may immediately proceed to foreclose this Mortgage and/or to exercise any right, power or remedy provided by this Mortgage, the Redevelopment Agreement, or by law or in equity or any other document or instrument regulating, evidencing, securing or guarantying any of the Indebtedness Hereby Secured.

15. Foreclosure. When the Indebtedness Hereby Secured, or any part thereof, shall become due, whether by acceleration or otherwise, subject to the terms of Paragraph 12 Mortgagee shall have the right to foreclose the lien hereof in accordance with the laws of the State in which the Premises are located and to exercise any other remedies of Mortgagee provided in the Redevelopment Agreement, this Mortgage, the other Loan Documents or which Mortgagee may have at law, at equity or otherwise. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Indebtedness Hereby Secured in the decree of sale, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurance with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at sales which

may be had pursuant to such decree the true conditions of the title to or the value of the Premises. All expenditures and expenses of the nature mentioned in this Paragraph, and such other expenses and fees as may be incurred in the protection of the Premises and rents and income therefrom and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceedings affecting this Mortgage, the Redevelopment Agreement, the Loan Documents or the Premises, including probate and bankruptcy proceedings, or in preparation of the commencement or defense of any proceedings or threatened suit or proceeding, or otherwise in dealing specifically therewith, shall be so much additional Indebtedness Hereby Secured and shall be immediately due and payable by Mortgagor and Borrower, with interest thereon, until paid.

16. Right of Possession. When the Indebtedness Hereby Secured shall become due, whether by acceleration or otherwise, or in any case in which, under the provisions of this Mortgage, Mortgagee has a right to institute foreclosure proceedings, Mortgagor and Borrower shall, forthwith upon demand of Mortgagee, surrender to Mortgagee, and Mortgagee shall be entitled to take actual possession of, the Premises or any part thereof, personally or by its agent or attorneys, and Mortgagee, in its discretion, may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts of Mortgagor or Borrower or the then owner of the Premises relating thereto, and may exclude Mortgagor and Borrower, such owner, and any agents and servants thereof wholly therefrom and may, on behalf of Mortgagor and Borrower or such owner, or in its own name as Mortgagee and under the powers herein granted:

(a) hold, operate, manage, and control all or any part of the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payments or security of the rents, issues, deposits, profits, and avails of the Premises, including without limitation actions for recovery of rent, actions in forcible detainer, and actions in distress for rent, all without notice to Mortgagor or Borrower;

(b) cancel or terminate any Lease or sublease of all or any part of the Premises for any cause or on any ground that would entitle Mortgagor or Borrower to cancel the same;

(c) elect to disaffirm any Operating Lease other than the initial Operating Lease providing for the operation and management of the New Regal Theater portion of the Premises, made subsequent to this Mortgage without Mortgagee's prior written consent;

(d) extend or modify any then existing Leases and make new Leases of all or any part of the Premises, which extensions, modifications, and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the date on which Mortgagee has satisfied in full its obligations under the Redevelopment Agreement and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Mortgagor and Borrower, all persons whose interests in the Premises are subject to the lien hereof, and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness Hereby Secured, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any such purchaser;

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Premises as may seem judicious to Mortgagee, including renovation of the Improvements pursuant to the Redevelopment Agreement, to insure and reinsure the Property and all risks incidental to Mortgagee's possession, operation, and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom; and

(f) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Premises, to the payment of Taxes, and other charges applicable to the Premises, or in reduction of the Indebtedness Hereby Secured in such order and manner as Mortgagee shall select.

Nothing herein contained shall be construed as constituting Mortgagee a mortgagee in possession in the absence of the actual taking of possession of the Premises.

17. Receiver. Upon the filing of a complaint to foreclose this Mortgage or at any time thereafter, the court in which such complaint is filed may appoint a receiver of the Premises. Such appointment may be made either before or after sale, without notice, without regard to solvency or insolvency of Mortgagor or Borrower at the time of application for such receiver, and without regard to the then value of the Premises or whether the same shall be then occupied as a homestead or not and Mortgagee hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit and, in case of a sale and deficiency, during the full statutory period of redemption, if any, whether there be a redemption or not, as well as during any further times

when Mortgagee, except for the intervention of such receiver, would be entitled to collection of such rents, issues and profits, and such receiver shall have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The court may, from time to time, authorize the receiver to apply the net income from the Premises in payment in whole or in part of: (a) the Indebtedness Hereby Secured or the indebtedness secured by a decree foreclosing this Mortgage, or any tax, special assessment, or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to the foreclosure sale; or (b) the deficiency in case of a sale and deficiency.

18. Foreclosure Sale. Subject to the provisions of the Intercreditor Agreement, the proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings; Second, to the Bank Loan Note as secured by Bank Mortgage and Bank Loan Security Documents; Third, to the Project Loan Note, secured by this Mortgage and the Project Loan Security Documents; Fourth, to the Softsheen Foundation to secure the Foundation Loan Note and Foundation Mortgage; and lastly, any overplus to Mortgagor and Borrower jointly, and its successors or assigns, as their rights may appear.

19. Insurance During Foreclosure. In case of an insured loss after foreclosure proceedings have been instituted, the proceeds of any Insurance Policy, if not applied in rebuilding or restoring the Improvements, as aforesaid, shall be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid as the court may direct. In the case of foreclosure of this Mortgage, the court, in its decree, may provide that the mortgagee's clause attached to each of the casualty Insurance Policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said casualty Insurance Policies making the loss thereunder payable to said decree creditors; and any such foreclosure decree may further provide that in case of one or more redemptions under said decree, pursuant to the statutes in such case made and provided, then in every such case, each and every successive redemtor may cause the preceding loss clause attached to each casualty Insurance Policy to be cancelled and a new loss payable clause to be attached thereto, making the loss thereunder payable to such redemtor. In the event of foreclosure sale, Mortgagee is hereby authorized, without the consent of Mortgagor or Borrower, to assign any and all Insurance Policies to the purchaser at the sale, or to take such other steps as Mortgagee may deem advisable to cause the interest of such purchaser to be protected by any of the Insurance Policies without credit or allowance to Mortgagor or Borrower for prepaid premiums thereon.

20. Waiver of Right of Redemption and Other Rights. To the full extent permitted by law, Mortgagor and Borrower hereby covenant and agree that they will not at any time insist upon or plead, or in any manner whatsoever claim or take any advantage of, any stay, exemption or extension law or any so-called "Moratorium Law" now or at any time hereafter in force, nor claim, take or insist upon any benefit or advantage of or from any law now or hereafter in force providing for the valuation or appraisal of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale or sales claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Mortgagor and Borrower hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on their own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Mortgagor or Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Mortgagor and Borrower agree that they will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted.

21. Rights Cumulative. Each right, power and remedy herein conferred upon Mortgagee is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient to Mortgagee. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Mortgagee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Mortgagee by this Mortgage is not required to be given.

22. Successors and Assigns.

A. Successors. This Mortgage and each and every covenant, agreement and other provision hereof shall be binding upon Mortgagor and Borrower and their successors and assigns (including, without limitation, each and every record owner from time to time of the Premises or any other person having an interest therein), and shall inure to the benefit of Mortgagee and its successors and assigns.

B. Covenants Run With Land; Successor Owners. All of the covenants of this Mortgage shall run with the Land and be binding on any successor owners of the Land. In the event that the ownership of the Premises or any portion thereof becomes vested in a person or persons other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest of Mortgagor with reference to this Mortgage and the Indebtedness Hereby Secured in the same manner as with Mortgagor without in any way releasing or discharging Mortgagor from its obligations hereunder. Mortgagor will give immediate written notice to Mortgagee of any conveyance, transfer or change of ownership of the Premises, but nothing in this Paragraph shall vary or negate the provisions of Paragraph 11 hereof.

23. Effect of Extensions and Amendments. If the payment of the Indebtedness Hereby Secured, or any part thereof, be extended or varied, or if any part of the security or guaranties therefor be released, all persons now or at any time hereafter liable therefor, or interested in the Premises, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect; the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding any such extension, variation or release. Except as provided in the other Loan Documents and the Intercreditor Agreement any person, firm or corporation taking a junior mortgage, or other lien upon the Premises or any part thereof or any interest therein shall take the said lien subject to the rights of Mortgagee to amend, modify, extend or release Mortgage or any other document or instrument evidencing, securing or guarantying the Indebtedness Hereby Secured, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Mortgage losing its priority over the rights of any such junior lien.

24. Redevelopment Agreement and Related Agreements. Mortgagor and Borrower have executed and delivered to and with Mortgagee the Loan Documents of even date. Mortgagor and Borrower hereby agree that any improvements to be erected or renovated on the Premises shall be completed in accordance with the terms and provisions of the Redevelopment Agreement and the other Loan Documents, which are hereby incorporated herein by this reference as fully and with the same effect as if set forth herein at length.

This Mortgage secures all funds advanced pursuant to the Redevelopment Agreement (which advances shall constitute part of the Indebtedness Hereby Secured, whether more or less than the principal amount stated in the Redevelopment Agreement) and the due and punctual performance, observance and payment by Mortgagor and Borrower of all of the terms, conditions, provisions and agreements provided in the Redevelopment Agreement and other Loan Documents to be performed, observed or paid by Mortgagor and Borrower. Mortgagor and Borrower hereby agree duly and punctually to perform, observe and pay all of the terms, conditions, provisions and payments provided for in the Redevelopment Agreement and other Loan Documents to be performed, observed or paid by Mortgagor and Borrower. In the event of express and direct contradiction between any of the terms and provisions contained in the Redevelopment Agreement (including, but not limited to, provisions relating to notice or waiver thereof), and any of the terms and provisions contained herein, then the terms and provisions contained in the Redevelopment Agreement shall control. Any warranties, representations and agreements made in the Redevelopment Agreement by Borrower shall survive the execution and recording of this Mortgage and shall not merge herein.

25. Future Advances. At all times, regardless of whether any proceeds have been advanced by Mortgagee under the Redevelopment Agreement, this Mortgage secures as part of the Indebtedness Hereby Secured the payment of any and all commissions, service charges, liquidated damages, attorney's fees, expenses and advances due to or incurred by Mortgagee in connection with the Indebtedness Hereby Secured, all in accordance with the Redevelopment Agreement, this Mortgage, and the Loan Documents.

26. Execution of Separate Security Agreements, Financing Statements, Etc.; Estoppel Letter. Mortgagor and Borrower will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, mortgages, assignments of rents, pledges, security agreements, financing statements and assurances as Mortgagee shall require for the better assuring, conveying, mortgaging, assigning and confirming unto Mortgagee all property mortgaged hereby or property intended so to be, whether now owned by Mortgagor or Borrower or hereafter acquired. Without limitation of the foregoing, Mortgagor and Borrower will assign to Mortgagee, upon request, as further security for the indebtedness secured hereby, their interests in all agreements, contracts, licenses and permits affecting the Premises, including construction and construction escrow contracts, such assignments to be made by instruments satisfactory to Mortgagee, but no such assignment shall be construed as a consent by the Mortgagee to any agreement, contract, license or permit or to impose upon Mortgagee any obligations with respect hereto. From time to time, Mortgagor will furnish within five (5) days after Mortgagee's request a written and duly acknowledged statement of the amount due under the

Redevelopment Agreement and under this Mortgage and whether any alleged offsets or defenses exist against the Indebtedness Hereby Secured.

27. Other Mortgages. Mortgagor and Borrower covenant and agree that any default or breach of any covenants contained in the Bank Mortgage or the Foundation Mortgage remaining uncured at the expiration of any applicable cure period shall at the option of Mortgagee constitute a Default in this Mortgage, and thereafter Mortgagee, at its option, may declare the Indebtedness Hereby Secured, without notice, to be immediately due and payable, and subject to the terms of the Intercreditor Agreement between the Mortgagee and the mortgagees under the Bank Mortgage and the Foundation Mortgage, Mortgagee may foreclose this Mortgage as in the case of any Default hereunder, without regard as to whether the Bank Mortgage or the Foundation Mortgage is then being foreclosed upon. In the event the Mortgagor or Borrower defaults in or breaches any of the covenants contained in the Bank Mortgage or the Foundation Mortgage, the Mortgagee, at its option, may cure any such default or breach. In the event that Mortgagee pays off, discharges or satisfies, in whole or in part, the Bank Loan Note or any prior lien or encumbrance upon the Premises, Mortgagee shall be subrogated to such other lien or encumbrance and shall have the benefit of the priority of same to the extent such funds were to be used.

28. Governing Law. The place of negotiation, execution, and delivery of this Mortgage and the location of the Premises being the State of Illinois, this Mortgage shall be construed and enforced according to the laws of that State.

29. Inspection of Premises and Records. Mortgagee and its representatives and agents shall have the right to inspect the Premises and all books, records and documents relating thereto at all reasonable times, and access thereto shall be permitted for that purpose. Mortgagor and Borrower shall keep and maintain full and correct books and records showing in detail the income and expenses of the Premises and, within ten (10) days after demand therefor by Mortgagee, to permit Mortgagee or its agents to examine such books and records and all supporting vouchers and data at any time and from time to time on request at its offices at the address hereinafter identified or at such other location as may be mutually agreed upon.

30. Time of the Essence. Time is of the essence of the Redevelopment Agreement, this Mortgage, and any other document or instrument evidencing or securing the Indebtedness Hereby Secured.

31. Defined Terms; Captions and Pronouns; Severability. Terms shall have the meanings assigned herein and in the Redevelopment Agreement. The captions and headings of the various

sections of this Mortgage are for convenience only, and are not to be construed as confirming or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable. If any provision of this Mortgage or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

32. Notices. Any notice, demand or other communication which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

(a) If to Mortgagee:

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

with a copy to:

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

(b) If to Mortgagor:

Beverly Bank of Chicago, not individually,
but as Trustee under Trust No. 8-7902
and 8-7903
1357 West 103rd Street
Chicago, Illinois 60643

(c) If to Borrower:

New Regal Theater Limited Partnership
33 North Dearborn
Suite 2011
Chicago, Illinois 60602

Except as otherwise specifically required herein, notice of the exercise of any right, power or option granted to Mortgagee by this Mortgage is not required to be given.

33. Trustee's Exculpatory Clause. This Mortgage is executed by the undersigned, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Project Loan Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Mortgage except the warranty made in this Paragraph, all such liability, if any, being expressly waived by Mortgagee and by every person now or hereafter claiming any right or security hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Mortgage or Mortgagee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagee in any such foreclosure proceedings or other enforcement of the payment of the Indebtedness Hereby Secured out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or restrict any of the rights and remedies of Mortgagor under any other document or instrument evidencing securing or guarantying the Indebtedness Hereby Secured.

34. Approvals. The Mortgagee (and the Commissioner of the Department of Planning of the Mortgagee, or such other person as may be designated by the Mayor of the Mortgagee, acting for the Mortgagee) and the Borrower shall not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of this Mortgage and any such consent or approval shall not be unreasonably delayed or qualified, and if such consent or approval is denied, the reasons therefor shall be promptly specified in writing. The Commissioner or other person designated by the Mayor shall act for the Mortgagee in making all approvals and consents.

35. Borrower's Obligation to Account. (a) For each fiscal year of the Borrower that begins or ends in the period commencing with the initial distribution pursuant to the Project Loan Note and ending with the maturity of the Project Loan Note, the Borrower shall deliver to the City, within one hundred twenty (120) days after the end of each fiscal year of the Borrower, a statement of an independent certified public accountant certifying: operating income and receipts; operating expenses; net annual cash flow (namely, all operating income and receipts minus debt

service on the Bank Loan Note and the Project Loan Note, real estate taxes, reasonable operating expenses allowable for Federal income tax purposes including reserves for capital improvements, depreciation and other non-cash items): net proceeds; developer equity.

(b) Borrower shall deliver to the Mortgagee:

(a) within ninety (90) days after the last day of each fiscal year, a financial report for such fiscal year certified by _____, or by another firm of independent public accountants selected by the Borrower and approved by the Mortgagee, covering the operations of the Borrower for such fiscal year and containing a balance sheet as at the end of such fiscal year and a statement of changes in financial position of the Borrower for such fiscal year and a statement of revenues and expenses for such fiscal year, showing in each case in comparative form the financial figures for the preceding fiscal year; and (b) within forty-five (45) days after the expiration of each of the first three (3) quarterly fiscal periods of its fiscal year unaudited balance sheets, income statements and changes in financial position for the period from the beginning of such fiscal year all in reasonable detail and certified, subject to year-end adjustment, by the General Partner of Borrower.

36. No Merger. It being the desire and intention of the parties hereto that the Mortgage and the lien thereof do not merge in fee simple title to the property, it is hereby understood and agreed that should the Mortgagee acquire fee simple title or any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is

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REPORTS OF COMMITTEES

34243

manifested by the Mortgagee as evidenced by an appropriate document duly recorded, this Mortgage and the lien thereof shall not berge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

IN WITNESS WHEREOF, Mortgagor and Borrower have caused this Mortgage and Security Agreement to be duly signed, sealed and delivered the day and year first above written.

MORTGAGOR:

Attest:

BEVERLY BANK OF CHICAGO
as Trustee aforesaid

Name _____
Title _____

By _____
Name: _____
Title: _____

BORROWER:

NEW REGAL THEATER
LIMITED PARTNERSHIP
By its General Partner,
REGAL THEATER, INC.,
an Illinois corporation

Attest:

By: _____
Its President

Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for
County, in the state aforesaid, DO HEREBY CERTIFY THAT _____
_____, personally known to me to be the
_____, of _____, an _____ and pe
known to me to be the same person whose name is subscribed
foregoing instrument, appeared before me this day in person
acknowledged that as such _____, (s)he signed
delivered the said instrument as _____ of said _____
_____, pursuant to authority given by said _____
(his)(her) free and voluntary act, and as the free and vol
act and deed of said _____ for the uses and pu
therein set forth.

GIVEN under my hand and notarial seal this _____
of _____, 19__.

Notary Public

My commission expires:

(604/F)

10/6/86

REPORTS OF COMMITTEES

34245

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ of _____, 19_____ day

Notary Public

My commission expires:

(604/F)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19__.

Notary Public

My commission expires:

(604/F)

10/6/86

REPORTS OF COMMITTEES

34247

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT _____, personally known to me to be the _____, of _____, an _____ and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such _____, (s)he signed and delivered the said instrument as _____ of said _____, pursuant to authority given by said _____, as (his)(her) free and voluntary act, and as the free and voluntary act and deed of said _____ for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 19_____.

Notary Public

My commission expires:

(604/F)

EXHIBIT A

TO

MORTGAGE

The Land

[to be completed]

EXHIBIT B

TO

MORTGAGE

Loan Documents

The term "Loan Documents" as used in this Mortgage, means the following documents and any other documents previously, now, or hereafter given to evidence, secure, or govern the disbursement of the Indebtedness Hereby Secured, including any and all extensions, renewals, amendments, modifications, and supplements thereof or thereto:

1. This Mortgage;
2. Subordinated Security Agreement dated as of _____, 1986 among Mortgagor and Borrower, as Debtor, and Mortgagee, as Secured Party;
3. Subordinated Collateral Assignment of Rents made as of _____, 1986 by Mortgagor and Borrower, as Assignor, and Mortgagee, as Assignee;
4. Subordinated Collateral Assignment of Beneficial Interest in Land Trust made as of _____, 1986 by Borrower, as Assignor, and Mortgagee, as Assignee;
5. First Collateral Assignment of Construction Contracts made as of _____, 1986 by Borrower, as Assignor, and Mortgagee, as Assignee.
6. First Collateral Assignment of Management and Leasing Agreements made as of _____, 1986 by Borrower, as Assignor, and Mortgagee as Assignee.

(604/F)

EXHIBIT C

TO

MORTGAGE

Permitted Encumbrances

(604/F)

Permitted Encumbrances

- A. For the purposes of the Project Loan Closing, the following shall be permitted Encumbrances:

[to be completed]

EXHIBIT 3

SUBORDINATE COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST

THIS ASSIGNMENT is made _____, 1986, from NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), the owner of 100% of the entire beneficial interest and power of direction in, to and under two certain Illinois land trusts created pursuant to a Trust Agreement dated April 17, 1985, by and between Assignor, as assignee of the Soft Sheen Foundation, and Beverly Bank of Chicago and known as Trust No. 8-7902 and a Trust Agreement dated April 17, 1985, by and between Assignor, as assignee of the Soft Sheen Foundation, and Beverly Bank of Chicago (the "Land Trustee"), and known as Trust No. 8-7903 (the "Trust Agreements") to the CITY OF CHICAGO, a public body corporate (the "Assignee").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant a security interest in, assign, and pledge unto Assignee and to its successors and assigns, all of the right, title and interest of the Assignor under and to the aforesaid Trust Agreements and in, under and to the property referred to or described in the Trust Agreements or otherwise owned by the Land Trustee as Trustee thereunder (the "Property") and in, under and to any and all proceeds or avails of the Property or any part thereof, including without limitation all proceeds and avails from rentals, mortgages, sales, conveyances, or other dispositions or realizations of any kind or character of or from the Property or any part thereof; and the right to manage, direct and control the Property and the acts and doings of the Land Trustee in respect of such property (the Property and all of the foregoing pledged herein are hereunder collectively referred to as the "Collateral").

Assignor represents and warrants:

(a) Except for the security interest of Assignee herein, the superior security interest of Drovers Bank of Chicago (the "Bank"), and the subordinate security interest of the Soft Sheen Foundation (the "Foundation") as described in that certain Redevelopment Agreement between the Assignor and Assignee, dated as of _____, 1986 (the "Redevelopment Agreement"), Assignor is the owner of all of the Collateral free from any lien, security interest, encumbrance or other right, title or interest of any other person, firm or corporation. Assignor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Assignee.

(b) Except for the Financing Statements filed on behalf of the Bank, on behalf of the Assignee and on behalf of the Foundation, there is no Financing Statement now on file in any public office which refers to, describes or includes the Collateral. So long as any amount remains unpaid on any indebtedness or liabilities of Assignor or the Land Trustee to Assignee or any credit from the Assignee to Assignor or the Land Trustee is in use by or available to Assignor or the Land Trustee, Assignor will not make any further assignment or pledge of the Collateral in whole or in part and will not execute or file any further Financing Statement or Statements describing or attempting to describe the Collateral except in favor of the Assignee.

1. Security. This Agreement is made and given as security for (a) that certain Project Loan Note of even date herewith made by the Assignor and the Land Trustee to the Assignee in the original principal amount of One Million Dollars (\$1,000,000); and (b) all liabilities and indebtedness of any and every kind and nature, now or hereafter owing, arising, due or payable from Assignor or Land Trustee to Assignee.

2. Further Security. This Assignment is made also as security for the prompt payment when due of any and all obligations, indebtedness, and liability of Assignor and the Land Trustee to Assignee, whether such obligations, indebtedness, or liability are now existing or hereafter created, direct or indirect, absolute or contingent, joint and several or joint or several, due or to become due, howsoever created, evidenced, or arising and howsoever acquired by Assignee, and all renewals and extensions thereof.

3. Right To Approve. Assignor hereby grants to Assignee the right to approve the execution by the Land Trustee of any or all of the following instruments which relate to or concern the Trust Agreements or the Property: (a) notes, bonds, bills, evidences of debt, mortgages, trust deeds, or documents in the nature thereof, whether the same encumber real property or personal property, or both; (b) assignments of leases or documents in the nature thereof; (c) easements or documents in the nature of easements; (d) bills of sale; (e) deeds of conveyance; (f) assignments, security agreements or pledges of beneficial interest under the Trust Agreements; (g) all contracts purporting to affect or relate to the Trust Agreements or the Property; (h) all documents to be filed or recorded in public records; (i) letters, notices, contracts, documents, or any written instruments; and (j) in the event of an Event of Default under the Redevelopment Agreement in and after notice of the Event of Default to Land Trustee, all checks in amounts not less than \$5,000 payable to Assignor either singly or in combination with other persons. The exercise of Assignee's aforesaid right to approve must be evidenced in writing by a consent in form satisfactory to

the Land Trustee or by a written consent to any applicable letter of direction to the Land Trustee, which consents are to be executed by an officer of Assignee.

4. Remedies of Assignee. At any time that an Event of Default exists under the Redevelopment Agreement, regardless of whether or not the maturity of the Project Loan Note is accelerated, or at any time that an Event of Default exists under the Bank Loan, the Bank Mortgage, or any of the Bank Loan Security Documents, Assignee may:

(a) Exercise any one or more of the rights or remedies set forth in the Redevelopment Agreement, the Project Loan Note or to any other evidence of indebtedness or obligation secured hereby and, in addition, with respect to the beneficial interest in the Trust Agreements, Assignee shall have full power and authority to exercise all or any one or more of the remedies and shall have all the rights of a secured party under the Uniform Commercial Code of Illinois (the "Code"). Any requirement of the Code for reasonable notice shall be met if such notice is mailed by United States certified or equivalent mail, postage prepaid, to Assignor and the Land Trustee at their respective addresses hereinafter set forth (or at such other address as the party to receive such notice may have designated by written notice to Assignee received not less than two business days prior to such mailing) at least ten (10) days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice (which period and method of giving notice is hereby agreed to be commercially reasonable). The right of Assignee to be the purchaser for its own account at any sale or other disposition of the Collateral shall not be affected by the fact that Assignee is or may be now or at the time of such sale or disposition record titleholder to property at one time owned by the Land Trustee, nor shall such fact in any manner otherwise affect the rights of Assignee to sell, dispose of or otherwise deal with the security interest granted herein;

(b) Proceed immediately to exercise each and all of the powers, rights and privileges reserved or granted to Assignor under the Trust Agreements, including without limitation, the right to collect and receive the proceeds from rentals and from mortgages, sales, conveyances or other dispositions or realizations of any kind or character of or from said property or any part thereof; and/or

(c) Proceed to protect and enforce this conveyance by suits, or proceedings in equity, at law or otherwise, whether for the foreclosure hereof or for the appointment of a receiver or receivers of the property covered by the Trust Agreements or any part thereof, or for the endorsement of

any other proper, legal or equitable remedy available under applicable law.

Any and all net proceeds received by Assignee by reason of the foregoing paragraphs (a), (b) and (c), after first deducting all legal or other costs and expenses in and about effecting such realization shall be applied to pay any and all outstanding indebtedness hereby secured, as Assignee shall deem proper, and any overplus shall be returned to Assignor. Upon full payment and performance of all indebtedness, obligation and liabilities hereby secured, Assignee agrees to release this Assignment and the lien charge created hereby or resulting herefrom.

5. Assignor Liable Under Trust Agreements. Notwithstanding anything to the contrary appearing in the Trust Agreements, the interest hereinabove described is assigned and transferred to Assignee by way of collateral security only, and accordingly, Assignee by its acceptance hereof shall not be deemed to have assumed or to have become liable for any of the obligations or liabilities of Assignor under the Trust Agreements, whether provided for by the terms thereof, arising by operation of law or otherwise; Assignor hereby acknowledges and agrees that Assignor is and remains liable thereunder to the same extent as though this Assignment had not been made.

6. Warranty of Title. Assignor hereby represents and warrants that it has full power and authority to make the assignment herein provided for or resulting herefrom and that it is the owner of 100% of the beneficial interest and power of direction under the Trust Agreements, free and clear of any lien or encumbrance except liens and encumbrances of Assignee and the Bank.

7. Remedies; No Waiver. All rights and remedies set forth in this Agreement are cumulative, and the Assignee and the holder of every obligation secured hereby may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. No consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

8. Joint and Several Liability. In the event that this Assignment is executed by more than one Assignor, the word "Assignor" shall be deemed to include all of them (or any of them) and all of the undertakings contained herein shall be the joint and several obligations of said Assignors and each of them.

9. Binding Agreements. This Agreement and all provisions hereof shall be binding upon Assignor, its successors, assigns, and legal representatives and all other persons or entities claiming under or through Assignor, and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Redevelopment Agreement or this Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assigns, and legal representatives.

10. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois in which State the Redevelopment Agreement and this Assignment were executed and delivered, and the proceeds of the Project Loan evidenced by the Project Loan Note was or will be disbursed by Assignee to Assignor. Terms shall have the meanings assigned them herein and in the Redevelopment Agreement. The headings of paragraphs in this Assignment are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used, the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires. If any provision of this Assignment, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is adjudicated to be invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. Time is of the essence of this Assignment.

11. Notices. Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered or on the second (2nd) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated for itself by notice in writing in accordance herewith:

(a) If to Assignee:

City of Chicago
Room 1000
Chicago, Illinois 60602
Attn: Commissioner, Department of Planning

with a copy to:

Corporation Counsel
City of Chicago
City Hall
Chicago, Illinois 60602

(b) If to Assignor:

New Regal Theater Limited Partnership
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60602

with a copy to:

Kovitz, Shifrin, Ley, Wolitzman,
Smoller, Delmenico & Glink
33 North Dearborn Street
Chicago, Illinois 60602
Attn: Ronald Delmenico

(c) If to the Land Trustee:

Beverly Bank of Chicago
1357 West 103rd Street
Chicago, Illinois 60643

Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Assignee by this Assignment is not required to be given.

12. Direction to Land Trustee. Assignor hereby irrevocably directs the Land Trustee to accept no further assignments, sales, pledges, transfers or encumbrances of the beneficial interest in the Trust Agreements without the prior written consent of Assignee, except for the First Collateral Assignment of Beneficial Interest in favor of the Bank.

13. Bank's First Collateral Assignment of Beneficial Interest. Assignor covenants and agrees that any default or breach of any covenants contained in the First Collateral Assignment of Beneficial Interest in favor of the Bank remaining uncured at the expiration of any applicable cure period shall at the option of Assignee constitute a Default hereunder and Assignee, at its option, may declare the Project Loan to be immediately due and payable without notice, subject to the terms of the Intercreditor Agreement dated as of the same date hereof between the Bank and the Assignee. Assignee may exercise all rights and remedies hereunder as to the Collateral as in the case of a Default hereunder without regard as to whether the First Collateral

Assignment of Beneficial Interest in favor of the Bank is then being enforced.

IN WITNESS WHEREOF, the undersigned has executed this instrument as of the date set forth above.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner
REGAL THEATER, INC.,
an Illinois corporation

By: _____
Its President

Attest:

Secretary

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ACCEPTANCE

The CITY OF CHICAGO hereby acknowledges receipt of the foregoing assignment this _____ day of _____, 1986, and accepts the same.

CITY OF CHICAGO

Elizabeth L. Hollander,
Commissioner, Department of
Planning

Approved as to Form
and Legality

Corporation Counsel

TRUSTEE'S RECEIPT AND AGREEMENT

This will acknowledge receipt of a duplicate of the above and foregoing Subordinate Collateral Assignment of Beneficial Interest as of the date hereof, all terms used herein having the meaning therein specified. The undersigned hereby agrees to look solely to Assignor as sole beneficiary under the Trust Agreements for the performance of all of the terms and provisions of the Trust Agreements, including the payment of any liabilities imposed upon the beneficiaries of the Trust, until such time as Assignee shall exercise the rights and privileges conferred upon it by the Assignment.

The undersigned represents that, as disclosed by its records, as of the date hereof, except as set forth in this Assignment as to the interests of the Bank, Assignor is the sole owner of the beneficial interest and power of direction under the Trust Agreements, free and clear of all liens and encumbrances other than those of Assignee. The undersigned agrees that it will accept no further assignments, transfers, pledges, sales, assignments or encumbrances of the Collateral without the prior written consent of Assignee except for the First Collateral Assignment of Beneficial Interest in favor of the Bank.

The undersigned agrees that it shall not execute and deliver any document or otherwise act pursuant to any direction delivered to it from time to time by or on behalf of Assignor unless Assignee shall have consented in writing to such direction as provided in the Assignment.

Dated at Chicago, Illinois this ____ day of _____, 1986.

BEVERLY BANK OF CHICAGO
as Land Trustee

By: _____
Name: _____
Title: _____

EXHIBIT 4

FIRST COLLATERAL ASSIGNMENT
OF CONSTRUCTION CONTRACTSFIRST COLLATERAL ASSIGNMENT OF ARCHITECT'S CONTRACT,
PLANS AND SPECIFICATIONS, CONSTRUCTION MANAGER
AGREEMENT, CONSTRUCTION CONTRACT AND PERMITS

FOR VALUE RECEIVED, and as additional security for the obligation of THE NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), to and for the benefit of the CITY OF CHICAGO, a public body corporate ("Lender"), to pay that certain Project Loan Note in the principal amount of One Million Dollars (\$1,000,000) dated as of the same date hereof by Borrower to Lender pursuant to the terms of the Redevelopment Agreement between Borrower and Lender dated as of _____, 1986, Borrower hereby transfers, assigns and conveys to Lender, subject to the terms and conditions herein contained, all of the right, title and interest of Borrower in and to: (i) that certain Agreement (the "Architect's Contract"), dated as of _____, 1986, between Borrower and d'Escoto, Inc., an Illinois corporation registered as architects (the "Architect"), a complete copy of which Architect's Contract and amendments Borrower warrants is attached hereto as Exhibit "A," together with all permitted amendments, addenda, supplements, modifications, change orders and extensions thereof, whether now or hereafter existing, which Architect's Contract was prepared for the rehabilitation of the structures located on the Project Site and identified in the Redevelopment Agreement as the "Project Real Estate" (all terms not otherwise defined herein are used with the same meanings as those defined in the Redevelopment Agreement); (ii) those certain plans and specifications, drawings and design documents listed and identified on Exhibit "B" attached hereto together with all amendments, addenda, supplements, modifications and change orders thereof, whether now or hereafter existing (the "Plans and Specifications"); (iii) that certain Construction Manager Agreement (the "Construction Manager Agreement") made as of _____, 1986 by and between Borrower and d'Escoto, Inc., an Illinois corporation (the "Construction Manager"), a complete copy of which Construction Manager Agreement and amendments Borrower warrants is attached hereto as Exhibit "C", together with all permitted amendments, addenda, supplements, modifications, change orders and extensions thereof, whether now or hereafter existing; (iv) all those certain construction contracts (the "Construction Contracts") by and between Borrower and all contractors and workmen ("Contractors"), complete copies of which Construction Contract and amendments Borrower warrants is attached hereto as Exhibit "D," together with all permitted amendments, addenda, supplements, modifications, change orders and extensions thereof, whether now or hereafter existing; and (v) any and all permits for the renovation, construction, operation or occupation of the Project Real Estate or any portion thereof, all of which are or shall be listed on Exhibit "E" attached hereto and made a part hereof and complete copies of which Borrower warrants are attached hereto as Exhibit "F" (the "Permits"), including any and all addenda, supplements, amendments, and

modifications thereto, whether now or hereafter existing; the Architect's Contract, the Plans and Specifications, the Construction Manager Agreement, the Construction Contract and the Permits are referred to herein as the "Documents."

1. Exercise of Lender's Remedies. Lender may exercise its rights under this Assignment upon the occurrence of an Event of Default under the Project Loan Note, any of the Project Loan Security Documents, or the Redevelopment Agreement. Immediately upon written notice to Borrower made as provided in the Redevelopment Agreement and to Architect, the Construction Manager and the Contractors at their respective addresses indicated below that Lender is exercising its rights hereunder, Lender shall succeed to all Borrower's right, title and interest in and to the Documents; provided, however, that Lender does not hereby assume any of Borrower's obligations or duties under or in connection with the Architect's Contract, the Construction Manager Agreement, the Construction Contracts or any other contracts until and unless Lender shall exercise its rights hereunder.

2. Plans and Specifications. This Assignment includes all Plans and Specifications prepared now or hereafter with respect to the Project in which either Borrower or Architect has or will have an interest, and Lender shall have the right to use the same in connection with the Project and the Land. Lender acknowledges that Borrower has no ownership interest in the Plans and Specifications except in the application to this Project as provided in the Architect's Contract. The Architect has represented to the Borrower that the Architect has prepared the Plans and Specifications identified on Exhibit B hereto.

3. Other Agreements of Borrower. Borrower has, with the consent of the Architect, Construction Manager and Contractors, full power and authority to make this Assignment. Each of the Architect's Contract, the Construction Manager Agreement, the Construction Contracts and all Miscellaneous Contracts are in full force and effect and Borrower will make the required payments and otherwise perform its obligations thereunder. Borrower also agrees it will make no changes in or amendments to the Architect's Contract, the Construction Manager Agreement or Construction Contracts without the express written consent of Lender except as permitted by the Redevelopment Agreement. Borrower agrees to make, execute and deliver all such further or additional instruments as may be necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

4. Power of Attorney. Borrower further irrevocably appoints Lender as Borrower's attorney-in-fact to exercise any or all of Borrower's rights in, to, and under the Documents, upon the occurrence of an Event of Default to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with Architect's performance under the Architect's

Contract, in connection with the Construction Manager's performance under the Construction Manager Agreement, in connection with the Contractors' Performance under the Construction Contracts and otherwise under the Documents and to do any or all other acts, in Borrower's name or in Lender's own name, that Borrower could do under any or all of the Documents with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest.

5. Successors and Assigns. This Assignment shall bind and inure to the benefit of the successors, assigns, legal and other transferees of the parties hereto.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the _____ day of _____, 1986.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner,
REGAL THEATER, INC.
an Illinois corporation

By: _____
Its President

EXHIBIT A

The Architect's Contract

The Agreement between Borrower and d'Escoto, Inc.
dated _____, 1986.

EXHIBIT B

Plans and Specifications

Plans and Specifications for New Regal Theater,
Chicago, Illinois.

An original set of Approved Final Plans and Specifications is being held by the City of Chicago, Department of Planning as required by Section 8.2 of the Redevelopment Agreement.

EXHIBIT C

Construction Manager Agreement

The Construction Manager Agreement between Borrower and
d'Escoto, Inc. dated _____, 1986.

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EXHIBIT D

Construction Contracts

All Construction Contracts as follows:

EXHIBIT E

Permits

All permits delivered to the City of Chicago pursuant to this instrument are held by the City of Chicago, Department of Planning.

ARCHITECT'S AGREEMENT
AND
CONSENT TO ASSIGNMENT

The undersigned Architect acknowledges that the execution and delivery of this Architect's Agreement and Consent to Assignment ("Agreement") is a material inducement to Lender to make the Project Loan and, without execution and delivery of this Agreement, Lender will not make the Project Loan. In consideration of the foregoing and to induce Lender to make the Project Loan, the Architect hereby agrees as follows:

1. The undersigned Architect hereby consents to the foregoing Assignment by Borrower of the Architect's Agreement, Plans and Specifications (as now in existence and as they may from time to time exist) (the "Assignment") (all terms used herein are defined with the same meaning as stated in the Assignment), and to each and all of the terms and conditions thereof notwithstanding any terms to the contrary in the Architect's Contract. Architect agrees that, in the event Lender delivers written notice to Architect that Lender is exercising its rights under the Assignment, (i) Lender is authorized to use the Plans and Specifications for the purpose of Completing the Project as contemplated by the Redevelopment Agreement, without additional cost or expense; and (ii) Architect will continue at Lender's direction, to perform services for Lender pursuant to and in accordance with the terms of the Architect's Contract provided that Lender pays to Architect the fees for those services rendered to Lender or previously rendered for which Architect has not received compensation under the Architect's Contract in accordance with the terms of the Architect's Contract, irrespective of any contrary instructions, direction or requests from Borrower. However, it is expressly understood that Lender neither assumes nor has any obligation to the Architect to exercise its rights under the foregoing Assignment or to declare a default under the Redevelopment Agreement, but that the option to exercise such rights or to declare a default rests in the sole and absolute discretion of Lender. In the event Lender exercises its rights under the Assignment, the Architect agrees that Lender shall have no personal obligations or liabilities under the Architect's Contract or the Assignment, and the sole right and remedy of the Architect as against Lender under the Architect's Contract or under this Assignment shall be enforcement of the Architect's lien rights, if any, against the property described in the Architect's Contract.

2. At the date hereof, the Architect represents it has no counterclaim, right of set-off, defense or like right against Borrower or Lender, and the Architect has been paid all amounts for its work due as of this date. The Architect agrees that if Lender shall exercise its rights, or any of its rights, under the Assignment, Architect will perform the obligations

specified to be performed by it under the Architect's Contract for Lender notwithstanding any counterclaim, right of set-off, defense or like right of Architect against Borrower or Borrower's default under, or breach of, the Architect's Contract.

3. In addition to the foregoing, Architect agrees that it will not terminate the Architect's Contract or cease to perform its work thereunder for any reason, including but not limited to Borrower's failure to make any payments to Architect without giving written notice to Lender of such intention to terminate or cease performing its work at least thirty (30) days prior thereto, in order that Lender may exercise its rights as described in the Assignment and this Consent to Assignment.

4. Until the obligations of Borrower under the Redevelopment Agreement as to construction and rehabilitation of the Project Real Estate have been satisfied in full, a Completion Certificate has been issued pursuant to Section 8.6 of the Redevelopment Agreement, and any claim against Borrower, the Land Trustee or Lender made by any person furnishing labor and materials to the Project is released and extinguished, Architect shall, from time to time, at no cost to Lender, provide Lender upon reasonable notice with any such information within Architect's possession, custody or control regarding the Project as Lender may request, including but not limited to, (a) any information Architect may have regarding defects in workmanship or materials incorporated into or provided for the Project; (b) Architect's estimate(s) of the stage(s) of completion of construction of the Project; (c) any deviations or variations in construction of the Project from the Plans and Specifications; (d) any information Architect may have regarding any defaults by Borrower, the Construction Manager, the Contractor or any Subcontractor under the Construction Manager Agreement or any of the Construction Contracts; (e) any information Architect may have regarding construction practices or conditions in effect at the Project which Architect regards as unsafe or dangerous; and (f) any claims of nonpayment by any person furnishing labor or material in connection with the construction of the Project.

5. The Architect hereby agrees to indemnify and hold Lender harmless from any and all claims, losses, costs or damages, including attorneys' fees and litigation expenses Lender may sustain as a result of any act of omission, commission or deviation by Architect in connection with the Project from the minimum standards of care applicable to architects in their performance of professional services, which indemnity specifically includes indemnification of Lender for any error, omission or negligent act of the Architect. In connection therewith, Architect hereby assigns to Lender any right or claim Architect may have against any person, firm, partnership, corporation or other entity which has or will provide Architect with professional services in connection with the Project, including but not limited to, any

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civil, mechanical, structural, electrical, or soils engineer, such assignment to include, but not be limited to, any claim Architect may have against such person, firm, partnership, corporation or other entity for any negligent action or inaction, carelessness, inattention or breach of contract with Architect.

6. Architect warrants and represents to Lender that it shall promptly deliver to Lender copies of all plans, specifications, drawings, models or other work product prepared or possessed by the Architect which pertain to the Project. Architect hereby expressly agrees that it shall not modify or amend the Architect's Contract or the Plans and Specifications without the prior written approval of Lender.

Dated: _____, 1986.

ARCHITECT: d'Escoto, Inc.

By: _____
Its _____

Architect's Address:

Chicago, Illinois _____

EXHIBIT A

The Architect's Contract

EXHIBIT B

Plans and Specifications

Plans and Specifications for New Regal Theater, Chicago,
Illinois, dated _____, 1986

An original set of Approved Final Plans and Specifications
is being held by the City of Chicago, Department of Planning
as required by Section 8.2 of the Redevelopment Agreement.

CONSTRUCTION MANAGER AGREEMENT
AND
CONSENT TO ASSIGNMENT

The undersigned Construction Manager acknowledges that the execution and delivery of this Construction Manager Agreement and Consent to Assignment ("Agreement") is a material inducement to Lender to make the Project Loan and, without execution and delivery of this Agreement, Lender will not make the Project Loan. In consideration of the foregoing and to induce Lender to make the Project Loan, the Construction Manager hereby agrees as follows:

1. The undersigned Construction Manager hereby consents to the foregoing Assignment by Borrower of the Construction Manager Agreement (the "Assignment") (all terms defined in the Assignment are used herein with the same meanings), and to each and all of the terms and conditions thereof notwithstanding any terms to the contrary in the Construction Manager Agreement. Construction Manager agrees that, in the event Lender delivers written notice to Construction Manager that Lender is exercising its rights under the Assignment, (i) Lender is authorized to use the Plans and Specifications for the purpose of completing the Project as contemplated by the Redevelopment Agreement, without additional cost or expense; and (ii) Construction Manager will continue at Lender's direction to perform services for Lender pursuant to and in accordance with the terms of the Construction Manager Agreement provided that Lender pays to Construction Manager the fees for those services rendered to Lender or previously rendered for which Construction Manager has not received compensation under the Construction Manager Agreement in accordance with the terms of the Construction Manager Agreement, irrespective of any contrary instructions, directions or requests from Borrower. However, it is expressly understood that Lender neither assumes nor has any obligation to the Construction Manager to exercise its rights under the foregoing Assignment or to declare a default under the Redevelopment Agreement, but that the option to exercise such rights or to declare a default rests in the sole and absolute discretion of Lender. In the event Lender exercises its rights under the Assignment, the Construction Manager agrees that Lender shall have no personal obligations or liabilities under the Construction Manager Agreement or the Assignment, and the sole right and remedy of the Contractor as against Lender under the Construction Manager Agreement or under this Assignment shall be enforcement of the Construction Manager's lien rights, if any, against the property described in the Construction Manager Agreement.

2. At the date hereof, the Construction Manager represents it has no counterclaim, right of set-off, defense or like right against Borrower or Lender, and the Construction Manager has been paid all amounts for its work due as of this date. The

Construction Manager agrees that if Lender shall exercise its rights, or any of its rights, under the Assignment, Construction Manager will perform the obligations specified to be performed by it under the Construction Manager Agreement for Lender, notwithstanding any counterclaim, right of set-off, defense or like right of Construction Manager against Borrower or Borrower's default under, or breach of, the Construction Manager Agreement.

3. In addition to the foregoing, Construction Manager agrees that it will not terminate the Construction Manager Agreement or cease to perform its work thereunder for any reason, without giving written notice to Lender of such intention to terminate or cease performing its work at least thirty (30) days prior thereto, in order that Lender may exercise its rights as described in the Assignment and this Consent to Assignment.

4. Until the obligations of Borrower under the Redevelopment Agreement as to construction and rehabilitation of the Project Real Estate have been satisfied in full, a Completion Certificate has been issued pursuant to Section 8.6 of the Redevelopment Agreement, and any claim against Borrower, the Land Trustee or Lender made by any person furnishing labor and materials to the Project is released and extinguished, Construction Manager shall, from time to time, at no cost to Lender, provide Lender upon reasonable notice with any such information within Construction Manager's possession, custody or control regarding the Project as Lender may request, including but not limited to, (a) any information Construction Manager may have regarding defects in workmanship or materials incorporated into or provided for the Project; (b) Construction Manager's estimate(s) of the stage(s) of completion of construction of the Project; (c) any deviations or variations in construction of the Project from the Plans and Specifications; (d) any information Construction Manager may have regarding any defaults by Borrower, or any Subcontractor under any of the Construction Manager Agreement; (e) any information Construction Manager may have regarding construction practices or conditions in effect at the Project which Construction Manager regards as unsafe or dangerous; and (f) any claims of nonpayment by any person furnishing labor or material in connection with the construction of the Project.

5. The Construction Manager hereby agrees to indemnify and hold Lender harmless from any and all claims, losses, costs or damages, including attorneys' fees and litigation expenses, which Lender may sustain as a result of any act of omission, commission or deviation by Construction Manager in connection with the Project from the minimum standards of care applicable to construction managers in their performance of professional services, which indemnity specifically includes indemnification of Lender for any error, omission or negligent act of the Construction Manager. In connection therewith, Construction Manager hereby assigns to Lender any right or claim

Construction Manager may have against any person, firm, partnership, corporation or other entity which has or will provide Construction Manager with professional services in connection with the Project, including but not limited to, any civil, mechanical, structural, electrical, soils engineer, or architect, such assignment to include, but not be limited to, any claim Construction Manager may have against such person, firm, partnership, corporation or other entity for any negligent action or inaction, carelessness, inattention or breach of contract with Construction Manager.

Dated: _____, 1986.

CONSTRUCTION MANAGER: d'Escoto, Inc.

By: _____
Its _____

Construction Manager's Address:

Chicago, Illinois _____

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EXHIBIT A

The Construction Manager Agreement

CONTRACTOR'S AGREEMENT
AND
CONSENT TO ASSIGNMENT

The undersigned Contractor acknowledges that the execution and delivery of this Contractor's Agreement and Consent to Assignment ("Agreement") is a material inducement to Lender to make the Project Loan and, without execution and delivery of this Agreement, Lender will not make the Project Loan. In consideration of the foregoing and to induce Lender to make the Project Loan, the Contractor hereby agrees as follows:

1. The undersigned Contractor hereby consents to the foregoing Assignment by Borrower of the Construction Contract and Permits (the "Assignment") (all terms defined in the Assignment are used herein with the same meanings), and to each and all of the terms and conditions thereof notwithstanding any terms to the contrary in the Construction Contract. Contractor agrees that, in the event Lender delivers written notice to Contractor that Lender is exercising its rights under the Assignment, (i) Lender is authorized to use the Plans and Specifications for the purpose of completing the Project as contemplated by the Redevelopment Agreement, without additional cost or expense; and (ii) Contractor will continue at Lender's direction to perform services for Lender pursuant to and in accordance with the terms of the Construction Contract provided that Lender pays to Contractor the fees for those services rendered to Lender or previously rendered for which Contractor has not received compensation under the Construction Contract in accordance with the terms of the Construction Contract, irrespective of any contrary instructions, directions or requests from Borrower. However, it is expressly understood that Lender neither assumes nor has any obligation to the Contractor to exercise its rights under the foregoing Assignment or to declare a default under the Redevelopment Agreement, but that the option to exercise such rights or to declare a default rests in the sole and absolute discretion of Lender. In the event Lender exercises its rights under the Assignment, the Contractor agrees that Lender shall have no personal obligations or liabilities under the Construction Contract or the Assignment, and the sole right and remedy of the Contractor as against Lender under the Construction Contract or under this Assignment shall be enforcement of the Contractor's lien rights, if any, against the property described in the Construction Contract.

2. At the date hereof, the Contractor represents it has no counterclaim, right of set-off, defense or like right against Borrower or Lender, and the Contractor has been paid all amounts for its work due as of this date. The Contractor agrees that if Lender shall exercise its rights, or any of its rights, under the Assignment, Contractor will perform the obligations specified to be performed by it under the Construction Contract for Lender notwithstanding any counterclaim, right of set-off,

defense or like right of Contractor against Borrower or Borrower's default under, or breach of, the Construction Contract.

3. In addition to the foregoing, Contractor agrees that it will not terminate the Construction Contract or cease to perform its work thereunder for any reason, including but not limited to Borrower's failure to make any payments to Contractor without giving written notice to Lender of such intention to terminate or cease performing its work at least thirty (30) days prior thereto, in order that Lender may exercise its rights as described in the Assignment and this Consent to Assignment.

4. Until the obligations of Borrower under the Redevelopment Agreement as to construction and rehabilitation of the Project Real Estate have been satisfied in full, a Completion Certificate has been issued pursuant to Section 8.6 of the Redevelopment Agreement, and any claim against Borrower, the Land Trustee or Lender made by any person furnishing labor and materials to the Project is released and extinguished, Contractor shall, from time to time, at no cost to Lender, provide Lender upon reasonable notice with any such information within Contractor's possession, custody or control regarding the Project as Lender may request, including but not limited to, (a) any information Contractor may have regarding defects in workmanship or materials incorporated into or provided for the Project; (b) Contractor's estimate(s) of the stage(s) of completion of construction of the Project; (c) any deviations or variations in construction of the Project from the Plans and Specifications; (d) any information Contractor may have regarding any defaults by Borrower or any Subcontractor under any of the Construction Contracts; (e) any information Contractor may have regarding construction practices or conditions in effect at the Project which Contractor regards as unsafe or dangerous; and (f) any claims of nonpayment by any person furnishing labor or material in connection with the construction of the Project.

5. The Contractor hereby agrees to indemnify and hold Lender harmless from any and all claims, losses, costs or damages, including attorneys' fees and litigation expenses, which Lender may sustain as a result of any act of omission, commission or deviation by Contractor in connection with the Project from the minimum standards of care applicable to construction contractors in their performance of professional services, which indemnity specifically includes indemnification of Lender for any error, omission or negligent act of the Contractor. In connection therewith, Contractor hereby assigns to Lender any right or claim Contractor may have against any person, firm, partnership, corporation or other entity which has or will provide Contractor with professional services in connection with the Project, including, but not limited to, any civil, mechanical, structural, electrical, soils engineer, or architect, such assignment to

include, but not be limited to, any claim Contractor may have against such person, firm, partnership, corporation or other entity for any negligent action or inaction, carelessness, inattention or breach of contract with Contractor.

Dated: _____, 1986.

CONTRACTOR:

By: _____
Its _____

Contractor's Address:

Chicago, Illinois _____

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EXHIBIT A

The Construction Contract

EXHIBIT 5

FIRST COLLATERAL ASSIGNMENT OF
MANAGEMENT AGREEMENT AND LEASING AGREEMENTS

FOR VALUE RECEIVED, and as additional security for the obligations of the THE NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), to and for the benefit of the CITY OF CHICAGO, a public body corporate ("Lender"), as more fully provided in that Redevelopment Agreement dated _____, 1986 (the "Redevelopment Agreement") made by Borrower and Lender, pursuant to which Lender has agreed to make a Project Loan in the amount of up to \$1,000,000 to Lender, which is evidenced by a Project Loan Note dated as of the same date hereof, Borrower hereby transfers, assigns and conveys to Lender, subject to the terms and conditions herein contained, all of the right, title and interest of Borrower in and to any and all contracts and agreements including but not limited to the Operating Lease entered into prior or subsequent to the date hereof by Borrower for the operation, management and leasing of the Project Real Estate as identified in the Redevelopment Agreement (all terms used herein are used with the same meanings as defined in the Redevelopment Agreement), including any and all addenda, supplements, amendments, and modifications thereto, whether now or hereafter existing; said contracts and agreements are referred to herein as the "Documents," copies of which, certified to be true and correct by Borrower, shall be furnished to Lender by Borrower immediately upon execution thereof and which, at Lender's option, may be attached hereto, at which time, and from time to time, this Assignment may be recorded or re-recorded with the Recorder's Office of Cook County, Illinois.

1. Exercise of Lender's Remedies. Lender may exercise its rights under this Assignment upon the occurrence of an Event of Default under the Project Loan Note. Immediately upon written notice to Borrower made as provided in the Redevelopment Agreement and to any manager or leasing agents at their respective addresses that are provided in the Documents under which Lender is exercising its rights, Lender shall succeed to all Borrower's right, title and interest in and to the Documents; provided however, that Lender does not hereby assume any of Borrower's obligations or duties under or in connection with the Documents until and unless Lender shall exercise its rights hereunder.

2. Other Agreements of Borrower. Borrower agrees to make, execute and deliver all such further or additional instruments as may be necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

3. Power of Attorney. Borrower further irrevocably appoints Lender as Borrower's attorney-in-fact upon the occurrence of an Event of Default under the Project Loan Note to

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exercise any or all of Borrower's rights in, to, and under the Documents, to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with the manager's or leasing agent's performance under the Documents, and to do any or all other acts, in Borrower's name or in Lender's own name, that Borrower could do under any or all of the Documents with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest.

4. Successors and Assigns. This Assignment shall bind and inure to the benefit of the successors, assigns, legal and other transferees of the parties hereto.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the ____ day of _____, 1986.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner,
REGAL THEATER, INC., an
Illinois corporation

By: _____
Its President

Attest:

Secretary

EXHIBIT 6

SUBORDINATE ASSIGNMENT OF RENTS

This is an Assignment of Rents and Leases by Beverly Bank of Chicago, not personally but as Trustee under Trust Agreement dated April 17, 1985 and known as Trust Number 8-7902 and Trust Agreement dated April 17, 1985 and known as Trust Number 8-7903 (the "Trustee") and New Regal Theater Limited Partnership, an Illinois limited partnership (the "Developer" and collectively with the Trustee, the "Assignor"), to the City of Chicago, a public body corporate (the "Assignee").

FOR VALUE RECEIVED and intending to be legally bound, Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to all the Leases (as hereinafter defined) covering all or any part of that certain premises and the improvements now or hereafter erected thereon (the "Premises") described in Exhibit A attached hereto and made a part hereof, together with all the Rents (as hereinafter defined) due and to become due to Assignor under the Leases.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by Assignor of the Obligations (as hereinafter defined).

Assignor hereby covenants, promises and agrees as follows:

1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

(a) "Redevelopment Agreement" shall mean that certain New Regal Theater Redevelopment Agreement dated _____, 1986 made by and between the Developer and the Assignee providing for the redevelopment of the Premises and for the financing thereof.

(b) "Leases" shall mean (i) all present and future leases (including subleases) covering all or any portion of the Premises made by Assignor, or its successors or assigns, as lessor, (ii) all agreements for use or occupancy of any portion of the Premises made by Assignor, or its successors or assigns, (iii) the Operating Lease (as such term is defined in the Redevelopment Agreement) in effect from time to time and any successors thereto and replacements thereof, (iv) all modifications, extensions and renewals of any Lease and any and all further Leases, lettings or agreements (including rights in respect of tenants holding over and tenancies following attornment) of all

or any part of the Premises, and (v) any and all guaranties of the performance of any lessee under any Lease.

(c) "Obligations" shall include (i) the prompt and punctual payment of each installment of interest, or of principal and interest coming due under that certain Project Loan Note dated as of the same date hereof in the aggregate principal amount of up to \$1,000,000 issued by the Assignor to Assignee pursuant to the Redevelopment Agreement, (ii) the performance of all obligations of Assignor under each instrument and document given by the Assignor to Assignee to evidence, secure or support the indebtedness evidenced by the Project Loan Note (all such other instruments and documents being herein collectively called the "Loan Documents").

(d) "Rents" shall include all rentals, security deposits and other sums of money due or becoming due to Assignor under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any Lease and all moneys due and to become due to Assignor under any Lease for services, materials or installations supplied, whether or not the same were supplied under the terms of any Lease, and all rights and remedies which Assignor may have against any tenant under the Leases or others in possession of any portion of the Premises for the collection or recovery of moneys so assigned hereby, and the proceeds of all such Rents, both cash and noncash, including but not limited to any minimum rents, additional rents, percentage rents, parking maintenance, insurance and tax contributions, any damages following default by a tenant under any Lease, any penalties or premiums payable by a tenant under any Lease and the proceeds of any policy of insurance covering loss of Rents resulting from destruction or damage to any portion of the Premises.

(e) All other defined terms shall have the meanings assigned them in this Assignment or in the Redevelopment Agreement.

2. To induce Assignee to accept this Assignment and to advance funds on account of the Obligations, Assignor hereby represents to Assignee:

(a) That Assignor has full right and power to assign the Leases and Rents to Assignee, and has not executed any prior assignment of any of its rights under any Lease or to any portion of the Rents to any person and has not executed any assignment concurrent herewith of any of its rights under any Lease or to any portion of the Rents except the First Assignment of Rents made to Drovers Bank (the "Bank") dated _____, 1986 and superior to this Assignment of Rents, and the Second Subordinate Assignment of Rents made to the Foundation;

(b) That Assignor has not done any act or thing which might prevent Assignee from enjoying the benefits of the Leases and Rents assigned hereby;

(c) That no Rents have been collected or accepted by Assignor more than thirty (30) days in advance of the time when the same become due under the terms of the Leases.

3. The Assignor hereby covenants, promises and agrees that Assignor will:

(a) Observe, fulfill and perform each and every condition, covenant and provision of each of the Leases to be fulfilled or performed by Assignor;

(b) Give prompt notice to Assignee of any notice of default given or received by Assignor under any Lease, together with a true copy of such notice and any supporting materials;

(c) Enforce, short of termination, at the sole cost and expense of Assignor, the performance or observance of each and every covenant and condition of each of the Leases to be performed or observed by the other party thereto;

(d) At the sole cost and expense of Assignor, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Assignor or the tenant thereunder; and

(e) From time to time, upon request by Assignee, execute and deliver to Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, or any successor thereto, financing statements and other writings that Assignee may deem necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Assignee to enforce any right or rights hereunder. Without prior request by Assignee, Assignor shall use its best efforts to give Assignee concurrent notice of the entry, renewal or termination of every Lease, and material modifications thereof, and Assignee may supplement the Schedule of Leases.

4. Assignor will not, without the prior written consent of Assignee:

(a) Modify, waive or alter the terms of the Operating Lease;

(b) Terminate the term of the Operating Lease or accept a surrender thereof;

(c) Accept prepayment of rents for more than thirty (30) days prior to the accrual thereof under the terms of the Leases;

(d) Waive or release the tenant under the Operating Lease from any obligations or conditions to be performed by such tenant under the Operating Lease; or

(e) Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents except pursuant to any assignment of rents which is made pursuant to the First Assignment of Rents made to the Bank, the Subordinate Assignment of Rents made to the Assignee and the Second Subordinate Assignment of Rents made to the Foundation.

5. Assignee shall not be obligated to perform or discharge any obligation of Assignor under any of the Leases, or under or by reason of this Assignment. Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur under any of the Leases or under or by reason of this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation on Assignee's part to perform or discharge any obligation under any of the terms of the Leases. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon, shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand. The indemnification provided for in this paragraph 5 shall not apply after Assignee acquires title to or possession of the Premises or begins to collect the Rents.

6. Notwithstanding this Assignment or any exercise by Assignee of any of Assignee's rights hereunder, or any law, usage or custom to the contrary, Assignor shall retain full responsibility for the care, control, management and repair of the Premises and Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from, (i) any and all liability, loss or damage which Assignee may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Premises or any part thereof and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason thereof. Should Assignee incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon, shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand. The indemnification provided

for in this paragraph 6 shall not apply after Assignee acquires title to or possession of the Premises or begins to collect the Rents.

7. Any default by Assignor under any Loan Document, any default by Assignor under the Redevelopment Agreement, any default by Assignor under the Project Loan Note, and any default by Assignor in the performance or observance of any covenant, obligation or undertaking of Assignor hereunder shall (following 30 days written notice from Assignee to Assignor and any further time allowed in the Redevelopment Agreement in the event of a default not involving the payment of money) constitute and be deemed to be a default hereunder and under each of the Loan Documents, and shall entitle Assignee to exercise any and all of its rights and remedies hereunder and thereunder.

8. These presents shall not be deemed or construed to constitute Assignee as a mortgagee in possession of the Premises nor to obligate Assignee to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Leases. However, should Assignor fail to make any payment or to perform any obligation of Assignor hereunder, then Assignee, but without obligation so to do and without notice to or demand on Assignor and without releasing Assignor from any obligation herein, may make or do the same, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignor in the Operating Lease or any of the Leases contained, and in exercising any such powers, paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations.

9. After any uncured default by the Assignor, Assignee, at its option, without other notice, may: enter upon, take possession of, and operate the Premises; make, enforce, modify or accept a surrender of any of the Leases; obtain and evict tenants; fix or modify rents; make any alterations, renovations, repairs and replacements to the Premises which Assignee deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name or in the name of Assignor; obtain such insurance as Assignee deems desirable; and do any acts which Assignee deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full, and either with or without taking possession of the Premises, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same, less

costs and expenses of operation and collection, including reasonable attorneys' fees, upon any Obligations secured hereby in such order as Assignee may determine. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default hereunder.

10. Notwithstanding any agreement, law, custom or usage to the contrary, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the tenants in any bankruptcy, insolvency, or reorganization proceedings in any state or federal court; and any and all payments made by the tenants in lieu of rent. The Assignor hereby appoints Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment following the occurrence of an uncured default.

11. Notwithstanding any provision herein to the contrary, this Assignment is intended to be an absolute assignment from Assignor to Assignee and not merely the granting of a security interest. The Rents and Leases are hereby assigned absolutely by Assignor to Assignee; nevertheless, as long as Assignor shall not be in default hereunder, or under the Redevelopment Agreement or under any of the Loan Documents, Assignor shall have the right to collect upon, but not prior to, accrual, the Rents and all other amounts assigned hereunder and to retain, use and enjoy the same.

12. Upon the occurrence of an uncured default by the Assignor, Assignee, upon notice to Assignor, may elect to have all the Rents assigned hereunder paid directly to Assignee and Assignee may notify the party making such payments, the tenants or any other party or parties in possession of the Premises to make all such payments and to pay all of the Rents directly to Assignee, for which this Assignment shall be sufficient warrant. Upon such notice from Assignee to the party making such payments and to the tenants, such party and the tenants are hereby authorized and directed to make all such payments and to pay all Rents directly to Assignee, unless or until Assignee otherwise directs. Each tenant's account with Assignor shall be credited with the amount of all Rents so paid by such tenant to Assignee. Assignor covenants and agrees to release and hold harmless all tenants from any claim on account of any such payments made directly to Assignee.

13. Assignee may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Assignee to collect said Obligations and to enforce any

other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

14. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

15. These presents shall be construed in accordance with the laws of the State of Illinois and shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

16. All notices required or permitted to be given hereunder shall be deemed to have been duly given if sent by certified United States mail, return receipt requested to Assignor and to Assignee at the addresses set forth in the Redevelopment Agreement for the receiving of notice, or to such other place or places as the parties hereto may from time to time designate for the purpose of receiving notices hereunder.

17. This Assignment is executed by the undersigned Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants in its individual capacity that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Trustee personally to pay the Obligations or any interest that may accrue thereon, or any indebtedness accruing hereunder, to perform any covenant, representation, agreement or condition, either express or implied herein contained, or with regard to any warranty contained in this Assignment except the warranty made in this Section, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right hereunder; provided that nothing herein contained shall be construed in any way so as to affect or impair the lien of this Assignment or Assignee's right to the foreclosure thereof, or construed in any way so as to limit or restrict any of the rights and remedies of Assignee in any such foreclosure proceedings or other enforcement of the payment of the Obligations out of and from the security given therefor in the manner provided herein, or construed in any way so as to limit or

10/6/86

REPORTS OF COMMITTEES

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restrict any of the rights and remedies of Assignee under any other document or instrument evidencing, securing or guaranteeing the Obligations.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner,
REGAL THEATER, INC.,
an Illinois corporation

ATTEST:

By: _____
Its _____

By: _____
Its _____

BEVERLY BANK OF CHICAGO,
as Trustee aforesaid

By: _____
Name: _____
Title: _____

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said
County, in the State aforesaid, DO HEREBY CERTIFY that

_____, who is personally
known to me to be the same person whose name is subscribed to the
foregoing instrument appeared before me this day in person and
acknowledged that he signed and delivered the said instrument as
his own free and voluntary act for the use and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this _____ day
of _____, 1986.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT ALEGAL DESCRIPTION

The Land on which the Avalon Theater, the adjacent building and parking facilities are situated, legally described as follows:

Lots 57 through 74, both inclusive, and Lots 94 through 100, both inclusive, in the Subdivision of the West 1111 feet of the Northwest quarter of Section 36, Township 38 North Range 14, East of the Third Principal Meridian, lying Northeast of South Chicago Ave., in Cook County, Illinois (commonly known as 1621-1635 East 79th Street, 1645 East 79th Street, 1661-1665 East 79th Street, and 7955 South Chicago Avenue)

together with all and singular tenements, rights, easements, hereditaments, rights-of-way, privileges, liberties, appendages and appurtenances now or hereafter appertaining to such land.

SCHEDULE OF LEASES

EXHIBIT 7

SUBORDINATE SECURITY AGREEMENT

THE CITY OF CHICAGO, ILLINOIS, a public body corporate ("Secured Party") and NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership ("Debtor"), in consideration of the loans made by Secured Party to Debtor and which may hereafter be made, any future advances, and the mutual obligations and undertakings contained herein, agree as follows:

1. RECITALS.

1.1 Secured Party and Debtor have entered into a Redevelopment Agreement dated as of _____, 1986 (the "Redevelopment Agreement").

1.2 Pursuant to the Redevelopment Agreement, the Bank (as defined therein) has loaned to Debtor an amount equal to One Million Six Hundred Thousand Dollars (\$1,600,000) (the "Bank Loan") for use in connection with Debtor's renovation of the real estate and improvements commonly referred to as the Avalon Theater and adjacent building and parking facilities and more completely described in Exhibit A attached hereto (the "Project Real Estate"), which loan is evidenced by Debtor's Promissory Note of even date herewith (the "Bank Loan Note").

1.3 In connection with the Bank Loan, and as security for the repayment thereof, Debtor, and where appropriate Beverly Bank of Chicago, as Trustee (the "Land Trustee") under Trust Agreement dated April 17, 1985 by and between Debtor, as assignee of the Soft Sheen Foundation, and the Land Trustee and known as Trust Number 8-7902 and Trust Agreement dated April 17, 1985 by and between Debtor, as assignee of the Soft Sheen Foundation, and the Land Trustee and known as Trust Number 8-7903 ("the Land Trusts"), has granted to the Bank: (a) a first mortgage lien on the Project Real Estate pursuant to a Mortgage dated _____, 1986 (the "Bank Loan Mortgage"); (b) a collateral assignment of Debtor's beneficial interest in and to the Land Trust pursuant to a First Collateral Assignment of Beneficial Interest dated _____, 1986 (the "First Collateral Assignment of Beneficial Interest"); (c) an assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to any portion of the Project Real Estate, pursuant to a First Assignment of Rents and Leases dated _____, 1986 (the "First Assignment of Rents"); (d) a security interest in certain personal property and equipment of Debtor pursuant to a First Security Agreement dated _____, 1985 (the "First Security Agreement"); which documents are collectively referred to herein as the "Bank Loan Security Documents".

1.4 Pursuant to the Redevelopment Agreement, Secured Party has agreed to loan to Debtor an amount up to One Million Dollars (\$1,000,000) from the proceeds of an Illinois Development

Action Grant ("IDAG") for use in connection with Debtor's renovation of the Project Real Estate, (the "Project Loan"), which loan is evidenced by Debtor's Promissory Note of even date herewith (the "Project Loan Note").

1.5 In connection with the Project Loan, and as security for the repayment thereof, Debtor, and where appropriate the Land Trustee, has granted to Secured Party: (a) a junior mortgage lien on the Project Real Estate pursuant to a Mortgage dated _____, 1986 (the "Project Mortgage"); (b) a collateral assignment of Debtor's beneficial interest in and to the Land Trusts pursuant to an Assignment of Beneficial Interest dated _____, 1986 (the "Subordinate Collateral Assignment of Beneficial Interest"); (c) an assignment of all rents, issues, avails or profits at any time arising under any lease or rental agreement relating to any portion of the Project Real Estate, pursuant to an Assignment of Rents and Leases dated _____, 1986 (the "Subordinate Assignment of Rents"); (d) a first collateral assignment of Debtor's rights and interests in and to the architect's contracts, general contractor's contracts and the permits pertaining to the Project Real Estate dated _____, 1986 (the "First Collateral Assignment of Construction Contracts"); (e) a first collateral assignment of all management agreements and leasing agreements pertaining to the Project Real Estate dated _____, 1986 (the "First Collateral Assignment of Management and Leasing Agreements"); and (f) a security interest in certain personal property and equipment pursuant to this Subordinate Security Agreement dated _____, 1986; which documents are collectively referred to herein as the "Project Loan Security Documents".

1.6 Pursuant to the Redevelopment Agreement, Soft Sheen Foundation, an Illinois not-for-profit corporation (the "Foundation") has agreed to loan to Debtor an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for the sole purpose of acquiring the Project Real Estate, which loan is evidenced by Debtor's Promissory Note of _____, 1986 (the "Foundation Loan Note").

1.7 In connection with the Foundation Loan, and as security for the repayment thereof, Debtor, and where appropriate the Land Trustee, has granted to the Foundation: (a) a second subordinate mortgage lien on the Project Real Estate pursuant to a mortgage dated _____, 1986 (the "Foundation Mortgage"); and (b) a second subordinate assignment of all rents, issues, avails or profits at anytime arising under any lease or rental agreement relating to any portion of the Project Real Estate, ("Second Subordinate Assignment of Rents").

1.8 Secured Party has entered into an Intercreditor Agreement (the "Intercreditor Agreement") with the Bank and the Foundation which provides for, among other things, certain rights

and priority as to security and liens for the Bank and Secured Party. The Intercreditor Agreement shall provide, among other things, that the Project Mortgage and other rights and priorities of Secured Party shall be subordinate to the rights of the Bank and the Bank Mortgage but expressly superior to the rights of the Foundation and the Foundation Mortgage.

1.9 Secured Party and Debtor desire to enter into this Security Agreement in order to further secure Debtor's obligations for repayment of the Project Loan Note and also Debtor's compliance with its covenants and agreements under the Redevelopment Agreement, the Project Loan Note and the Project Loan Security Documents, along with any extensions or renewals thereof, any future loans or advances made by Secured Party to Debtor and the payment of any fees or expenses incurred by Secured Party in the collection of any amounts due thereunder or the enforcement of Debtor's obligations thereunder.

2. CREATION OF SECURITY INTEREST.

Debtor hereby grants to Secured Party a security interest in, and does hereby collaterally assign, pledge, mortgage, convey and set over unto Secured Party, all of the property described in Exhibit B attached hereto and made a part hereof (the "Collateral"), and all of Debtor's present and hereafter acquired right, title and interest in and to the Collateral, for the purpose of securing the payment of all indebtedness, obligations and liabilities of Debtor to Secured Party arising under or in connection with the Redevelopment Agreement, the Project Loan Note and the Project Loan Security Documents along with the performance of all agreements, covenants, terms and conditions contained in the foregoing documents and instruments.

3. WARRANTIES, REPRESENTATIONS AND COVENANTS OF DEBTOR.

Debtor agrees, represents, covenants and warrants as follows:

3.1 Debtor is and will be the sole owner of the Collateral, free from any lien, security interest, encumbrance or adverse claim other than (a) the liens and security interests granted to the Bank pursuant to the Redevelopment Agreement and the Bank Loan Security Documents; (b) liens, security interests and encumbrances granted in favor of the Secured Party; and (c) subordinate liens and encumbrances granted in favor of the Foundation and provided in the Redevelopment Agreement. Debtor will notify Secured Party of, and will defend the Collateral against, all claims and demands of all other persons at any time claiming the same or any interest therein.

3.2 The Collateral will not be used and was not purchased for personal, family or household purposes.

3.3 Subject to the terms of subsection 3.5 hereof, the personal property constituting the Collateral will be kept on the Project Real Estate, and Debtor will not remove such Collateral from the Project Real Estate without the prior written consent of Secured Party.

3.4 At the request of Secured Party, Debtor will join Secured Party in executing one or more financing statements, amended financing statements and continuation statements identifying the Collateral and evidencing the security interest of Secured Party in the Collateral pursuant to the requirements of the Illinois Uniform Commercial Code and in form satisfactory to Secured Party. Debtor will pay the cost of filing the same in all public offices wherever filing is deemed by Secured Party to be necessary or desirable.

3.5 Without the prior written consent of Secured Party, Debtor will not sell, exchange, dispose of, lease, offer to sell or otherwise transfer or otherwise deal with the Collateral or any portion or interest therein, unless simultaneously therewith new items of Collateral, which shall be of equal or greater value are substituted therefor, which items may be similar to those proposed to be disposed of. In each instance in which any Collateral being disposed of is in excess of \$5,000 in value for any one occurrence, or in excess of \$30,000 when aggregated with prior dispositions, Debtor shall file with Secured Party a certificate signed by Debtor describing such portion of the Collateral as is being so disposed of and stating that the same has become obsolete, worn out, damaged, destroyed, sold, transferred, or exchanged, and that such portion of the Collateral has been replaced simultaneously with the removal thereof. Such certificate likewise shall certify as to the reasonable and equivalent value of the property so acquired or to be acquired in replacement or substitution. All after-acquired property of the Debtor located on the Project Real Estate and all additions or replacements acquired pursuant to the provisions of this Section 3.5 shall immediately be and become, without any other act on the part of Debtor, subject to the security interest and lien of this Security Agreement. Unless expressly recited or provided to the contrary in this Security Agreement or in the Redevelopment Agreement, Debtor may not hereafter acquire any property subject to prior security interests. If the Collateral or any part thereof is sold, transferred, exchanged, or otherwise disposed of, the security interest of Secured Party shall extend to the proceeds of such sale, transfer, exchange or other disposition. Notwithstanding the foregoing, Debtor shall be entitled to lease all or any portion of the Collateral pursuant to lease or rental agreements relating to any portion of the Project Real Estate.

3.6 Debtor shall maintain or cause to be maintained insurance coverage for the Project Real Estate and the Collateral in accordance with the provisions of Section 10.1 of the Redevelopment Agreement.

3.7 Except as provided hereinabove, Debtor will keep the Collateral free from any lien, security interest or encumbrance and in good condition and repair. From time to time and at the request of Secured Party, Debtor will make necessary or desirable repairs, replacements, renewals and additions to the Collateral which may be required by reason of use, wear, obsolescence, damage or destruction, however caused, to the end that the efficiency of the business conducted on the Project Real Estate shall not be impaired. Debtor will not misuse, abuse, allow to deteriorate, waste or destroy the Collateral or any part thereof, except for ordinary wear and tear in the course of its normal and expected use. Debtor will not use the Collateral in violation of any statute or governmental rule, regulation or ordinance.

3.8 Debtor will pay prior to delinquency all taxes and assessments assessed against the Collateral, imposed on account of its use or operation or imposed upon the Project Real Estate ("Impositions") and shall deliver to Secured Party, within ten (10) days after the due date of each Imposition a receipt, or other evidence satisfactory to Secured Party, of the payment thereof.

3.9 At Secured Party's request, Debtor will execute any document, will procure any document and will do all other acts which, from the character or use of the Collateral, may be reasonably necessary to protect the Collateral against the rights, claims or other interests of third persons, other than those created pursuant to the Redevelopment Agreement, and will otherwise preserve the Collateral as security hereunder.

3.10 Debtor shall promptly furnish to Secured Party such information concerning the Collateral as Secured Party may from time to time reasonably request. Debtor shall permit and hereby authorizes Secured Party to examine and inspect the Collateral and any portion thereof wherever the same may be located at reasonable times and upon reasonable notice and subject to the rights of tenants. Debtor shall, at the request of Secured Party, assemble the Collateral or such portion thereof as may be designated by Secured Party, together with all documents and records pertaining thereto, at such place as Secured Party may designate.

3.11 Notwithstanding anything in the foregoing to the contrary, after Completion of Renovation of the Project Real Estate (as defined by and determined in accordance with Section 8.6 of the Redevelopment Agreement), upon prior notice to the Secured

Party the Debtor may newly acquire collateral subject to purchase money security interests or leases intended as security securing in the aggregate outstanding indebtedness of no more than One Hundred Thousand Dollars (\$100,000) at any time. The Debtor represents and warrants that it is not and will not be in violation of this covenant.

4. PRESERVATION OF COLLATERAL BY SECURED PARTY.

Should Debtor fail or refuse to make any payment, perform or observe any other covenant, condition or obligation, or take any other action required by the terms of this Security Agreement at the time or in the manner herein provided, then Secured Party may, at the Secured Party's sole discretion, without notice to or demand upon Debtor, and without releasing Debtor from any obligation, covenant or condition hereof, make, perform, observe, take or do the same in such manner and to such extent as Secured Party may deem necessary to protect its security interest in or the value of the Collateral. Furthermore, Secured Party may commence, defend, appeal or otherwise participate in any action or proceeding purporting to affect its security interest in or the value of the Collateral. Debtor hereby agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party, pursuant to the foregoing authorization (including court costs and reasonable attorneys' fees and disbursements), and agrees further to pay interest thereon from the date of said payment or expenditure at the rate from time to time announced by Harris Trust & Savings Bank as its prime rate of interest (the "Prime Rate") plus two percent (2%) (the sum of which is hereinafter referred to as the "Default Rate"), such Default Rate to change as and when the Prime Rate changes.

5. USE OF COLLATERAL BY DEBTOR. Until default be made hereunder, Debtor may have possession of the Collateral and use it in any lawful manner contemplated by the Redevelopment Agreement and consistent with this Security Agreement and any policy of insurance affecting the Collateral.

6. EVENTS OF DEFAULT. The occurrence and continuance of any of the following events shall constitute an "Event of Default" under this Security Agreement:

6.1 The occurrence of an "Event of Default" under the Redevelopment Agreement, the Bank Loan Note, the Bank Mortgage, the Bank Loan Security Documents; or

6.2 Failure of Debtor to comply with or perform any of the covenants, agreements or provisions of this Security Agreement and to remedy such failure within thirty (30) days after written notice thereof from Secured Party to Debtor provided, however, that if the nature of the default is such that it cannot

be corrected within such thirty (30) day period then, if corrective action is instituted by Debtor within such thirty (30) day period and diligently pursued, the time period within which such correction must be performed shall end on the ninetieth (90th) day following the written notice from Secured Party to Debtor; or

6.3 If any representation or warranty made by Debtor in this Security Agreement, or in any other instrument, agreement or written statement in any way related hereto, to the Collateral, or any portion thereof, shall prove to have been false or incorrect in any material respect on or after the date when made, which representation or warranty is not corrected or made good within thirty (30) days after written notice thereof to Debtor by Secured Party; or

6.4 If any writ or any distress warrant shall be issued against or levied on the Collateral, or any part thereof; or if the Debtor shall sell or assign or attempt to sell or assign the Collateral, or any interest therein in violation of Section 3.5 hereof, and such events are not corrected or cured by Debtor within thirty (30) days after notice thereof by Secured Party; or

6.5 If the Collateral or any part thereof is removed or transferred, or attempted to be removed or transferred, from the Project Real Estate, or sold or disposed of, in violation of the terms of subsections 3.3 and 3.5 hereof and substitute collateral is not provided within thirty (30) days thereafter.

7. REMEDIES UPON EVENT OF DEFAULT.

7.1 Remedies. Upon the occurrence of an Event of Default, Secured Party may, in addition to exercising those remedies specified in the Redevelopment Agreement, at any time, at its election, without further notice, and to the extent permitted by law and pursuant to the terms of the Intercreditor Agreement:

(a) Foreclose this Security Agreement and the security interest granted hereby, as provided herein, or in any manner permitted by law, either personally, through agents or by means of a court appointed receiver, and take possession of all or any of the Collateral and exclude Debtor therefrom and all others claiming through or under Debtor, and exercise any and all of the rights and remedies conferred upon Secured Party by the Redevelopment Agreement, the Project Loan Note, the Project Loan Security Documents, or by applicable law, either concurrently or in such order as Secured Party may determine. Secured Party may sell, lease or otherwise dispose of, or cause to be sold, leased or otherwise disposed of, in such order as Secured Party may determine, as a whole or in such parcels or parts as Secured Party may determine, (i) the Collateral

described in this Security Agreement and (ii) the Collateral described in the Project Loan Security Documents; or exercise any of the rights conferred upon the Secured Party by this Security Agreement, the Project Loan Note, the Project Loan Security Documents and the Redevelopment Agreement, without affecting in any way the rights or remedies to which Secured Party may be entitled under any other document or agreement; and/or

(b) Make such payments and do such acts as Secured Party may deem necessary to protect its security interest in the Collateral, including without limitation, paying, purchasing, contesting or compromising any encumbrance, charge, claim or lien which is prior to or superior to the security interest granted hereunder, and, in exercising any such powers or authority, pay all expenses incurred in connection therewith, and all funds expended by Secured Party in protecting its security interest shall be deemed additional indebtedness secured by this Security Agreement; and/or

(c) Require Debtor to assemble the Collateral, or any portion thereof, at any place or places designated by Secured Party, and promptly to deliver such Collateral to Secured Party, or an agent or representative designated by it; and/or

(d) Publicly or privately sell, lease or otherwise dispose of the Collateral, without necessarily having the Collateral at the place of sale, lease or disposition, and upon terms and in such manner as Secured Party may determine. Secured Party may be a purchaser of the Collateral at any public sale. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtor reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and such notice, if given to the Debtor pursuant to the provisions of Article 8 hereof at least ten (10) days prior to the date of any public sale or disposition or the date after which any private sale or disposition may occur, shall constitute reasonable notice of such sale, lease or other disposition; and/or

(e) Notify any account debtor or any other party obligated on or with respect to any of the Collateral to make payment to Secured Party or its nominee of any amounts due or to become due thereunder or with respect thereto and otherwise perform its obligations with

respect to the Collateral on behalf of and for the benefit of Secured Party. Secured Party may enforce collection and performance with respect to any of the Collateral by suit or otherwise, in its own name or in the name of Debtor or a nominee, and surrender, release, or exchange all or any part thereof; and compromise, extend or renew (whether or not for longer than the original period) or transfer, assign, or endorse for collection or otherwise, any indebtedness or obligation with respect to the Collateral, or evidenced thereby, and upon request of Secured Party, Debtor will, at its expense, notify any person obligated on or with respect to any of the Collateral to make payment and performance directly to, in the name of, and on behalf of Secured Party of any amounts or performance due or to become due thereunder or with respect thereto; and/or

(f) Exercise any remedies of a secured party under the Illinois Uniform Commercial Code or any other applicable law.

To effectuate the foregoing, Debtor hereby agrees that if the Secured Party demands or attempts to take possession of the Collateral or any portion thereof in exercise of its rights and remedies hereunder or under the Redevelopment Agreement, the Project Loan Note or any other of the Project Loan Security Documents, Debtor will promptly turn over and deliver possession thereof to Secured Party, and Debtor authorizes, to the extent Debtor may now or hereafter lawfully grant such authority, Secured Party, its employees and agents, and potential bidders or purchasers to enter upon any or all of the premises where the Collateral or any portion thereof may at the time be located (or believed to be located) and Secured Party may (i) remove the same therefrom or render the same inoperable (with or without removal from such location), (ii) repair, operate, use or manage the Collateral or any portion thereof, (iii) maintain, repair or store the Collateral or any portion thereof, (iv) view, inspect and prepare for sale, lease or disposition the Collateral or any portion thereof, (v) sell, lease, dispose of or consume the same or bid thereon, or (vi) incorporate the Collateral or any portion thereof into the Project Real Estate.

7.2 Remedies Cumulative. Secured Party shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Secured Party from pursuing any further remedy which it may have, and any repossession or retaking or sale of the Collateral pursuant to the terms hereof shall not operate to release Debtor until full payment has been made in cash.

7.3 Bar to Debtor's Claims. Any sale or sales pursuant to Section 7.1 hereof shall operate to divest all estate,

right, title, interest, claim or demand whatsoever, whether at law or equity, of Debtor, in and to the premises, property, privileges and rights so sold, and shall be a perpetual bar both at law and in equity against Debtor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, from, through or under Debtor, its successors or assigns.

7.4 Receipt Sufficient Discharge for Purchaser. The receipt of Secured Party or of the court officer conducting any such sale of the Collateral for the purchase money paid at any such sale shall be sufficient discharge therefor to any purchaser of the Collateral, or any part thereof, sold as aforesaid; and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such a receipt, shall be bound to see to the application of such purchase money upon or for the purpose of this Security Agreement, or shall be answerable in any manner whatsoever for any loss, misapplication or non-application of any such purchase money or any part thereof, nor shall any such purchaser be bound to inquire as to the necessity or expediency of any such sale.

7.5 Application of Proceeds of Sale. The purchase money, proceeds or avails of any sale of the Collateral made under this Article 7, together with any other sums which then may be held by Secured Party under this Security Agreement as part of the property subject to the lien hereof, or the proceeds thereof, whether under the provisions of this Article or otherwise, shall be applied pursuant to the terms of the Intercreditor Agreement after first paying the costs and expenses of such sale, including reasonable compensation to Secured Party, its agents, attorneys and counsel, and the expenses of any judicial proceedings wherein the same may be made or incurred by Secured Party as permitted by this Security Agreement, together with interest at the Default Rate on all advances made by Secured Party, and to the payment of all taxes, assessments or liens prior to the lien of this Security Agreement, except any taxes, assessments, liens or other charges subject to which the property shall have been sold.

7.6 Purchase of Property. Upon any sale pursuant to this Article 7 of all or any portion of the Collateral, Secured Party may bid for and purchase the Collateral being sold, and upon compliance with the terms of sale, Secured Party may hold, retain and possess and dispose of such Collateral in its own absolute right without further accountability; and Secured Party at any such sale may, in paying the purchase price, turn in the Project Loan Note at par in lieu of cash up to the amount which shall be payable on such notes, and if the purchase price shall be less than the amount payable on such notes they shall be returned to Secured Party after a notation of such partial payment shall have been made thereon.

7.7 Delay or Omission Not a Waiver. No delay or omission of Secured Party to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Security Agreement to Secured Party may be exercised from time to time and as often as may be deemed expedient by Secured Party.

7.8 Waiver of Extension, Valuation, and Appraisement Laws. To the extent permitted by law, Debtor will not during the continuance of any Event of Default hereunder insist upon, or plead, or in any manner whatever claim or take any benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance of this Security Agreement; nor claim, take or insist upon any benefit or advantage of any law now or hereinafter in force providing for the valuation or appraisement of the property subject to the lien hereof, or any part thereof, prior to any sale or sales thereof which may be made pursuant to any provision herein-contained, or pursuant to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted by the United States of America or by any state or territory, or otherwise, to redeem the property so sold or any part thereof; and Debtor hereby expressly waives all benefits or advantage of any such laws and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to Secured Party, but to suffer and permit the execution of every power as though no such law or laws had been made or enacted.

7.9 Remedies Subject to Provisions of Law. All rights, remedies and powers provided by this Article 7 may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article 7 are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Security Agreement invalid or unenforceable under the provisions of any applicable law.

7.10 Indemnification. Debtor hereby agrees to indemnify, defend, protect and hold harmless Secured Party and its employees, officers and agents for and against any and all liabilities, claims and obligations which may be incurred, asserted or imposed upon them or any of them as a result of or in connection with any use, operation, lease or consumption of any of the Collateral or as a result of Secured Party's seeking to obtain performance of any of the obligations due with respect to the Collateral, except from such liabilities, claims or obligations as result from negligence or intentional misconduct of Secured Party, its employees, officers or agents.

7.11 Other Remedies. The Project Mortgage and this Security Agreement shall be construed together as a single instrument and in any case in which Secured Party is authorized to proceed in the manner set forth in this Article 7, Secured Party may, at its sole option and in lieu of proceeding under this Article 7, proceed as to both the Project Real Estate and the Collateral in accordance with Secured Party's rights and remedies in respect to the Project Real Estate under the Project Mortgage. Any receiver appointed in any proceedings to foreclose said mortgages upon taking possession of the Project Real Estate, shall have full power to take immediate possession of, manage and control the Collateral and use the same in the operation of a business upon the Project Real Estate. Any and all remedies herein expressly conferred upon Secured Party shall be deemed cumulative with, and not exclusive of, any other remedy conferred hereby or by law or equity on Secured Party, and the exercise of any one remedy shall not preclude the exercise of any other. Except as otherwise specifically required herein, notice of the exercise of any right, remedy or power granted to Secured Party by this Security Agreement is not required to be given.

8. NOTICES. All notices, demands, requests, consents, approvals and other communications (herein collectively called "Notices") required or permitted to be given hereunder, or which are to be given with respect to this Security Agreement, shall be in writing sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to be so notified as follows:

If to Secured Party: Commissioner,
Department of Planning
Room 1000
City of Chicago
City Hall
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago
City Hall
Room 511
Chicago, Illinois 60602

If to the Debtor: New Regal Theater Limited
Partnership
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60601

with a copy to:

Kovitz, Shifrin, Ley, Witzman,
Smoller, Delmenico & Glinz
33 North Dearborn Street
Chicago, Illinois 60602
Attention: Ronald Delmenico

Any Notice shall be deemed delivered three (3) days after the mailing thereof. Either party may at any time change the addresses for Notices to such party by mailing a Notice as aforesaid. Such change shall be effective five (5) days after the mailing of the notice changing the address.

9. AFFIXED COLLATERAL.

The inclusion in this Security Agreement of any Collateral which may now be, or hereafter become, affixed or in any manner attached to the Project Real Estate shall be without prejudice to any claim at any time made by Secured Party that such Collateral is, or has become, a part of the Project Real Estate, or an accession to the Project Real Estate.

10. GOVERNING LAW.

This Security Agreement shall be construed and enforced in accordance with the laws of Illinois.

11. INTERPRETATION.

If any provision of this Security Agreement, or any Section, paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid the validity of the remainder of this Security Agreement shall be construed as if such invalid part were never included herein. The headings of Sections and paragraphs in this Security Agreement are for convenience of reference only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Security Agreement, the singular shall include the plural and vice-versa and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

12. SUCCESSORS AND ASSIGNS.

12.1 This Security Agreement and all provisions hereof shall be binding upon Debtor, its successors, assigns, and legal representatives, and all other persons or entities claiming under or through Debtor and the term "Debtor" when used herein, shall include all such persons and entities and any other party liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Redevelopment Agreement or this Security Agreement. The word "Secured Party", when used herein, shall include Secured Party's successors, assigns and legal representatives.

12.2 The security interest granted herein and Secured Party's rights hereunder are subordinate to the security interests and rights of the Bank provided for in the First Security Agreement until such time as the First Security Agreement has been terminated and released.

13. COUNTERPARTS. This Security Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Each of the parties may sign the same counterpart or each may sign separate counterparts.

The parties have executed this Security Agreement as of the ____ day of _____, 1986.

Approved as to
Form and Legality

CITY OF CHICAGO
Department of Planning

Assistant Corporation Counsel

By: _____
Elizabeth L. Hollander,
Commissioner of Planning

NEW REGAL THEATER LIMITED
PARTNERSHIP
By its general partner
REGAL THEATER, INC.,
an Illinois corporation

Attest:

By: _____
Its President

Secretary

EXHIBIT A
PROJECT REAL ESTATE DESCRIPTION

Lots 57 through 74, both inclusive, and Lots 94 through 100, both inclusive, in the Subdivision of the West 1111 feet of the Northwest quarter of Section 36, Township 38 North Range 14, East of the Third Principal Meridian, lying Northeast of South Chicago Ave., in Cook County, Illinois (commonly known as 1621-1635 East 79th Street, 1645 East 79th Street, 1661-1665 East 79th Street, and 7955 South Chicago Avenue).

EXHIBIT BDESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Project Real Estate or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment, and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor and all property owned by Debtor and now or hereafter used for similar purposes in or on the Project Real Estate;

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Project Real Estate, or any of the improvements now or hereafter located thereon;

3. Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Project Real Estate or the conduct of business thereon, including without limitation business equipment and inventories located on the Project Real Estate or elsewhere, together with files, books of account, and other records, wherever located;

4. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

10/6/86

REPORTS OF COMMITTEES

34311

EXHIBIT 8

DEVELOPER FINANCING STATEMENTS

FORM OF FINANCING STATEMENTS

STANDARD FORM

JULIUS BLUMBERG, INC. NYC, 10013

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for mailing.
2. Remove Secured Party and Owner copies and send either 3 copies with unstamped carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any matter on the form is inadequate the matter should be continued on additional sheets, preferably 3" x 5" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement (and schedule of collateral, if material, etc.) may be on any one page that is a requirement for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without cover fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later date, secured party may date and sign Termination Statement and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es):

New Regal Theatre
Limited Partnership
33 North Dearborn Street
Suite 2011
Chicago, Illinois 60602

2. Secured Party(ies) and address(es):

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

For Filing Officer (Date, Time,
Number, and Filing Office):

4. This financing statement covers the following type(s) of property:

[SEE EXHIBIT A]

5. Assignment(s) of Secured Party and
Address(es):This statement is filed without the debtor's signature to perfect a security interest in collateral. (check ☒ if so)

Filed with:

☐ already subject to a security interest in another jurisdiction when it was brought into this state.☐ which is proceeds of the original collateral described above in which a security interest was perfected.Check ☒ if covered: ☒ Proceeds of Collateral are also covered. ☐ Products of Collateral are also covered. No. of additional Sheets presented:

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

To be filed with:

Secretary of State of Illinois

County Recorder of Deeds, Cook County

EXHIBIT ADESCRIPTION OF COLLATERAL

All of the following property now or at any time hereafter owned by Debtor or in which the Debtor may now or at anytime hereafter have any interest or rights, together with all of Debtor's right, title and interest therein:

1. All fixtures and personal property now or hereafter owned by Debtor and attached to or contained in and used or useful in connection with the Project Real Estate or any of the improvements now or hereafter located thereon, including without limitation any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, kitchen equipment, and utensils, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, all renewals or replacements thereof or articles in substitution therefor and all property owned by Debtor and now or hereafter used for similar purposes in or on the Project Real Estate;

2. Articles or parts now or hereafter affixed to the property described in Paragraph 1 of this Exhibit or used in connection with such property, any and all replacements for such property, and all other property of a similar type or used for similar purposes now or hereafter in or on the Project Real Estate, or any of the improvements now or hereafter located thereon;

3. Debtor's right, title and interest in all personal property used or to be used in connection with the operation of the Project Real Estate or the conduct of business thereon, including without limitation business equipment and inventories located on the Project Real Estate or elsewhere, together with files, books of account, and other records, wherever located;

4. All proceeds from the sale, transfer, or pledge of any or all of the foregoing property.

EXHIBIT 11

PERFORMANCE GUARANTY

NEW REGAL THEATER LIMITED PARTNERSHIP, an Illinois limited partnership ("Developer") and its General Partner, the REGAL THEATER, INC., an Illinois corporation, for value received and intending to be legally bound, hereby jointly and severally guarantee unconditionally and irrevocably, pursuant to Section 10.7 of the New Regal Theater Redevelopment Agreement between the Developer and the City of Chicago dated _____, 1986 (the "Redevelopment Agreement"), full performance of all obligations of the Developer under the Redevelopment Agreement. Nothing contained herein shall be construed to limit the rights of the City under the Project Loan Documents with respect to the property secured thereby, otherwise limit the rights of the City under this Performance Guaranty or the Project Loan Documents or prohibit the City from recovering against assets or pledged collateral of the Land Trustee or the Developer pledged under the Project Loan Documents in satisfaction of its liabilities under the Redevelopment Agreement.

Date: _____, 1986.

NEW REGAL THEATER LIMITED
PARTNERSHIP

By its General Partner,
REGAL THEATER, INC.,
an Illinois corporation

By: _____
Its _____

REGAL THEATER, INC.,

By: _____
Its President

EXHIBIT 15

PERMITTED ENCUMBRANCES

Permitted encumbrances shall be limited to the following:

(i) the Redevelopment Documents; (ii) liens for taxes and special assessments which are not then delinquent; (iii) utility, access and other easements and rights-of-way, restrictions and exceptions existing on the date hereof which will not materially interfere with or materially impair the operation of the Project Real Estate for the purposes described in this Agreement; (iv) zoning laws and similar restrictions which are not violated by the Project Real Estate; (v) all right, title and interest of the State of Illinois, the City and the public in and to that portion, if any, of the Project Real Estate used for a public way and in and to tunnels, and passage-ways over, under or upon a public way; (vi) liens and encumbrances created in favor of the City pursuant to this Agreement; (vii) liens and encumbrances created in favor of the Bank pursuant to this Agreement, but solely with respect to the proceeds of the Bank Loan, as defined herein and as evidenced by the Bank Loan Note dated as of the Project Loan Closing Date, and not with respect to any additional monies loaned or advanced to the Developer by the Bank; (viii) liens and encumbrances created in favor of the Foundation pursuant to this Agreement, but solely with respect to the proceeds of the Foundation Loan, as defined herein and as evidenced by the Foundation Loan Note, and not with respect to any additional monies loaned or advanced to the Developer by the Foundation; and (ix) such other liens, encumbrances, covenants, conditions and restrictions, if any, as are permitted by the Commissioner.

EXHIBIT 16

IDAG AGREEMENT

(to be completed and executed in
substantially the form attached)

PREAMBLE

THIS GRANT AGREEMENT, dated _____, is entered into
by and between the Illinois Development Finance Authority (the
"Authority") and the City of Chicago (the "Municipality").

RECITALS

The Municipality has applied to the Authority for
grant assistance under the Illinois Development Action Grant
Program to undertake activities which are consistent with the
provisions of the Act (as defined herein) and the IDAG
Regulations.

Pursuant to its powers under the Act and the IDAG
Regulations the Authority has awarded a grant to the
Municipality in the amount of \$ _____ to enable the
Municipality to finance, or reimburse the Primary Developer and
other Participating Parties for, a portion of the cost of the
Project, such grant being subject to the terms and conditions
of, and for the purposes set forth in this Grant Agreement.

IN CONSIDERATION of the mutual promises and covenants contained in this Grant Agreement, the Authority and the Municipality agree as follows:

ARTICLE I

GENERAL PROVISIONS

Section 1.01 Contents of Agreement

This agreement shall consist of this Grant Agreement and the attached Exhibits, as the same may, from time to time, be amended.

Section 1.02 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Grant Agreement:

(1) "Act" means the Illinois Development Finance Authority Act, Ill. Rev. Stat. ch. 48, §850.01 et seq., as amended.

(2) "Application" means the Application for an Illinois Development Action Grant filed with the Authority, and

such other documents submitted with the Application as required under the IDAG Regulations.

(3) "Authority" means the Illinois Development Finance Authority.

(4) "Corporate Authorities" means the city council or similar body when the reference is to cities, the board of trustees or similar body when the reference is to villages or incorporated towns, and the council when the reference is to municipalities under the commission form of municipal government.

(5) "Default" means any default set forth in subsection (a) of Section 6.01.

(6) "Department" means the Illinois Human Rights Department.

(7) "Eligible Costs" means the specific Eligible Costs listed in Section IV E of Exhibit A.

(8) "Grant" means the grant awarded to the Municipality under this Program.

(9) "Grant Funds Recovery Act" means the Illinois Grant Funds Recovery Act, Ill. Rev. Stat. ch. 127, ¶2301 et seq

(10) "IDAG Program" means the Illinois Development Action Grant Program established by the Authority pursuant to Section 850.07(n) of the Act.

(11) "IDAG Regulations" means the rules set forth in 14 Ill. Adm. Code § 1200.100 et seq., as the same may, from time to time, be amended.

(12) "Illinois Human Rights Act" means the Illinois Human Rights Act, Ill. Rev. Stat. ch. 68, ¶1-101 et seq.

(13) "JTPA eligible persons" are individuals who are at least 16 years of age and are participants in a Job Training Partnership Act Program (pursuant to the Federal Job Training Act, 29 U.S.C. § 1501, et. seq.).

(14) "Low income" means low income as defined in the IDAG Regulations.

(15) "Minority" means a person who is a citizen or lawful resident of the United States and who is Black, Hispanic, Asian-American, Native American or Pacific Islander.

(16) "Moderate income" means moderate income as defined in the IDAG Regulations.

(17) "Municipality" means the City of Chicago, which is receiving the Grant pursuant to this Grant Agreement.

(18) "Municipality Activities" means those activities of the Project to be carried out by the Municipality or an agent or agency of the Municipality, which activities are described in Section IV D of Exhibit A.

(19) "Participating Party Activities" means those activities of the Project to be carried out by Participating Parties, other than the Municipality or an agent or agency of the Municipality, which activities are described in Section IV D of Exhibit A.

(20) "Participating Party" means any person, firm, corporation or entity which will directly receive Grant funds and identified as such in Section III of Exhibit A. The Primary Developer shall be deemed a Participating Party.

(21) "Primary Developer" means the non-governmental Participating Party who has primary responsibility for the planning, organization, development and completion of the

Project, and who is designated as the Primary Developer in Section II of Exhibit A.

(22) "Project" means the group of integrally related activities which are to be carried out by the Municipality or an agent or agency of the Municipality and all other Participating Parties, as described in Sections IV A through IV E of Exhibit A.

(23) "State" means the State of Illinois.

Section 1.03 References

All references to articles, sections and exhibits shall refer to the articles, sections and exhibits of this Grant Agreement, unless the context clearly requires otherwise.

ARTICLE II

AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

Section 2.01 Grant Assistance Provided

In consideration of the various obligations undertaken by the Municipality pursuant to this Grant Agreement, and

in consideration of the obligations to be undertaken by Participating Parties, as represented by the Municipality in the Application, the Authority agrees, subject to the terms and conditions of this Grant Agreement, and further subject to appropriation by the General Assembly of the State and to the release of such appropriated funds by the Governor of the State pursuant to Section 8 of P.A. 84-110, to provide the Municipality with Grant funds in the amount of \$_____.

Section 2.02 Authorized Uses of Grant Funds;
Time Limitation

(a) The Grant funds provided to the Municipality pursuant to this Grant Agreement shall be used only for the payment of Eligible Costs of the Project as specified in Section IV D of Exhibit A.

(b) In accordance with the Grant Funds Recovery Act, any Grant funds not expended or legally obligated by the Municipality by the date which is two years subsequent to the date of this Grant Agreement shall be returned to the Authority within forty-five (45) days of such date, if such funds are not already on deposit with the Authority or the State Treasurer.

Section 2.03 Adjustments to Grant Funds

The amount of Grant funds which the Authority has agreed to provide to the Municipality under this Grant Agreement has been determined by the Authority in reliance upon the cost estimates of the Municipality with respect to the Project as described in the Application and the investment commitments of Participating Parties and financial institutions. The Authority reserves the right to reduce the Grant amount (i) if the Municipality and the Authority agree to revise Section IV of Exhibit A to account for material adjustments in the leveraging ratio (as defined in the IDAG Regulations), (ii) by an amount prorated with all funding sources for the Project as specified in Section IV of Exhibit A if the actual costs for activities are materially lower than those set forth in Section IV of Exhibit A, or (iii) by an amount prorated with all funding sources for the Project as specified in Section IV of Exhibit A if the actual investment by Participating Parties or financial institutions is less than the amounts specified in Section IV of Exhibit A.

ARTICLE III

DISBURSEMENT AND APPLICATION OF GRANT FUNDS

Section 3.01 Disbursement of Grant Funds

Within 15 days after the Authority and the Municipality have executed this Grant Agreement the Authority shall file a copy of this Grant Agreement with the State Comptroller. In accordance with the disbursement schedule set forth in Section VII of Exhibit A the Authority will forward vouchers to the State Comptroller authorizing the disbursement of Grant funds; provided, however, that such disbursements shall not be authorized prior to submission to the Authority of all evidentiary materials required by Exhibit B within the time limit specified in Exhibit B. In the event that such evidentiary materials are not provided within the time required by Exhibit B, the Authority shall provide the Municipality with notice by certified mail, return receipt requested, that such evidentiary materials have not been provided within the time limit specified in Exhibit B and that the Municipality has 30 days from the date of mailing of such notice to provide such evidentiary materials. If such evidentiary materials are not so provided, this Grant Agreement shall terminate as provided in Section 3.09, and Grant funds shall not be disbursed by the Authority. It is understood by both the Authority and the

Municipality that submission of such evidentiary materials is a condition precedent to disbursement of Grant funds.

Section 3.02 Establishment of Project Account

The Municipality shall establish or cause to be established with a separate trustee, escrowee or fiscal agent (which separate trustee, escrowee or fiscal agent shall be a commercial bank or trust or title company within the State organized under the laws of the State or the United States of America) a separate and segregated account appropriately designated to identify it to this Grant Agreement and the Project. The Project account must be established pursuant to an escrow, trust or fiscal agency agreement the terms of which are acceptable to the Authority. The Project account shall contain two sub-accounts, labeled as follows: a) IDAG Sub-account, and b) Non-IDAG Sub-account. The Project account shall be maintained until the termination of this Grant Agreement. The Municipality shall cause to be deposited in the non-IDAG Sub-account of the Project account all funds to be used in the Project, regardless of whether such funds are derived from developer's or owner's equity, loan proceeds, or other sources. All Grant funds shall be deposited in the IDAG Sub-account, and income earned from the investment or reinvestment of Grant funds shall be deposited by the Municipality in such sub-account, until expended on Eligible Costs of the Project.

non-IDAG

Section 3.03 Investment of Grant Funds

(a) Moneys on deposit in the IDAG Sub-account of the Project account established in Section 3.02 shall be invested and reinvested only in those investments constituting permitted investments of public funds as specified in the Investment of Public Funds Act, Ill. Rev. Stat. ch. 85, §902, as amended. The Municipality shall keep accurate records of all investments or reinvestments made with Grant funds and all income made through such investments or reinvestments, as required by Section 5.01(b).

(b) All income from the investment or reinvestments of Grant funds shall be credited to the Grant principal and shall be treated as such for all purposes.

Section 3.04 Grant Fund Payouts by Municipality

Prior to paying out Grant funds to a Participating Party the Municipality shall have received the following:

(a) copies of all approvals, authorizations, consents, permits or licenses required by any governmental body, agency or officer for the acquisition, construction, installation or completion of the Project.

(b) a certificate from such Participating Party that

(i) it has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the acquisition, construction and installation of the Project and (ii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened to which such Participating Party is a party or to which any property of the Participating Party is or may be subject, which, if determined adversely to the Participating Party, would materially and adversely affect the ability of the Participating Party to complete its portion of the Project.

(c) A bill or bills of sale, construction contract or contracts, invoice or invoices, purchase order or purchase orders or other evidence satisfactory to the Municipality that the portion of the Project for which the Participating Party is to be paid with Grant funds has been substantially completed and that payment for such portion of the Project is due and owing, or if such payments are for reimbursement of the Participating Party, that payment has in fact been made by such Participating Party.

(d) Such other documents, certificates or information as the Municipality may require.

(e) For any second or subsequent payment to the same Participating Party for the same Project, the requirements of paragraphs (a), (b) or (d) above may be satisfied by the delivery of a document to the Municipality referring to the documents delivered in connection with the first or other prior payouts of Grant funds and stating in effect that the information and certifications contained in such documents remain true and correct and in full force as of the date of such subsequent payment of Grant funds.

Section 3.05 Subgrant of Grant Funds

All Grant funds disbursed by the Municipality to any other person shall be treated as Grant funds for all purposes prior to the use of such funds for the payment or reimbursement of Eligible Costs.

Section 3.06 Excess Grant Funds

The disposition of any Grant funds that remain available in the IDAG Sub-account of the Project account following completion of the Project, or the termination of this Grant Agreement shall be in accordance with the Grant Funds Recovery Act.

Section 3.07 Incurring Eligible Costs for
Project Activities

The use of Grant funds is conditioned upon the Municipality or Participating Parties incurring Eligible Costs or as otherwise approved by the Authority in writing.

Section 3.08 No Grant Funds Expended in
Event of Default

If a default under Section 6.01 shall have occurred and be continuing, the Municipality shall not pay out any Grant funds after receiving notice from the Authority suspending the Municipality's authority to expend Grant funds due to such default.

Section 3.09 Termination of Grant Agreement;
Survival

This Grant Agreement shall terminate on the earlier of the following:

- (a) The date which is thirty (30) days after the date on which notice is sent by certified mail, return receipt requested, that all evidentiary materials required by Exhibit B have not been submitted to the Authority within the time limit specified in Exhibit B, as provided in Section 3.01;

- (b) The date on which the Authority exercises its rights to terminate on the occurrence of an event of default as described in Section 6.01;
- (c) The date on which the Authority accepts as satisfactory the audit of the Project described in Section 7.01; or
- (d) Any date which may be agreed to by the Authority and the Municipality.

The rights and remedies available to the Authority in the event of a termination of the Grant Agreement shall survive such termination.

ARTICLE IV

REPRESENTATIONS, WARRANTIES, AND SPECIFIC OBLIGATIONS

Section 4.01 Municipality's Representations and Warranties

The Municipality represents and warrants to the Authority that:

- (1) The Municipality has all requisite power and authority to enter into, and perform its obligation under this Grant Agreement.

(2) The Corporate Authorities of the Municipality have by valid action approved the Project and authorized the execution and delivery of this Grant Agreement, and have directed the person executing this Grant Agreement to do so for and on behalf of the Municipality.

(3) This Grant Agreement has been executed and delivered by the Municipality, in such manner and form as to make this Grant Agreement the valid and legally binding act and agreement of the Municipality.

(4) Except as set forth in Exhibit A, there is no action, proceeding, or investigation now pending, nor any basis therefor, known or believed to exist by the Municipality, which (i) questions the validity of this Grant Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse change in the properties, assets, liabilities, or conditions (financial or otherwise) of the Municipality which would materially and substantially impair the Municipality's ability to perform any of the obligations imposed upon the Municipality by this Grant Agreement.

(5) To the best of the Municipality's knowledge, based on certifications from the Primary Developer and other Participating Parties, the representations, statements, and

other matters contained in the Application were true and complete in all material respects as of the date of filing of the Application with the Authority. Except as set forth in Section VI of Exhibit A, the Municipality is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Authority) in order to make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Municipality is aware of no event or other fact which should have been, and has not been, reported in the Application as material information.

(6) The Municipality will not expend Grant funds until it has obtained, or has reasonable assurances that it will obtain, all Federal, State and local government approvals and reviews required by law to be obtained by the Municipality for the Project; and all Participating Parties have obtained, or the Municipality has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the completion of their respective portion of the Project.

(7) The execution of this Grant Agreement by the Municipality and the performance of its obligations under this Grant Agreement will not result in a material violation of law, or of any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation.

(8) Based upon certifications made by the Primary Developer, and in reliance thereon, the Municipality has no knowledge that: (A) any person holding any office of the Municipality, either by election or appointment under the laws or constitution of this state, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in any contract or the performance of any work relating to the Project in the making or letting of which such officer has been called upon to act or vote; (B) any such officer represents, either as agent or otherwise, any person, association, trust or corporation, with respect to any application or bid for any contract or work relating to the Project in regard to which such officer has been called upon to vote; or (C) any such officer has taken or received, or offered to take or receive, either directly or indirectly, any money or other thing of value as a gift or bribe or means of influencing his vote or action in his official character.

(9) Based upon certifications made by the Primary Developer, and in reliance thereon, with respect to any Project in which Grant funds will be used to acquire the ownership or use of real property, Exhibit A contains an accurate and complete description of the identity of every owner and beneficiary having any interest, real or personal, in such property, and every shareholder entitled to receive more than 7-1/2% of the total distributable income of any corporation having any interest, real or personal, in such property. The Municipality has obtained or has caused the Primary Developer to obtain written and signed disclosure statements by all such owners, authorized trustees, corporate officials, or managing agents listed in Exhibit A. With respect to any owner, authorized trustees, corporate officials, or managing agents which are publicly traded stock corporations for which there is no readily known individual holding an interest greater than 7-1/2%, the Municipality has obtained or has caused the Primary Developer to obtain an affidavit of such corporation's authorized officer or agent respecting such disclosure.

Section 4.02 Obligation to Complete Municipality
Activities as Scheduled

The Municipality shall use its best efforts to assure the completion of the Municipality Activities described in Section IV D of Exhibit A within the time periods there specified.

Section 4.03 Obligation to Achieve Projected Jobs

(a) In selecting the Municipality for this grant, the Authority considered certain representations by the Municipality to the Authority that this grant is expected to create a specific number of new permanent and construction job opportunities, including a specific number of such job opportunities for minorities, JTPA eligible persons, and persons who, at the time of their hiring, will be persons of low or moderate income within the meaning of the IDAG Regulations.

(b) The Municipality based its representations in the Application pertaining to the creation of jobs on representations made by the Primary Developer, and the Municipality has no knowledge that any of such representations were false. The Municipality shall use its best efforts to create or cause to be created such projected number of jobs and to enforce the obligation of the Primary Developer.

Section 4.04 Obligation to Cure Title Defects

The Municipality shall use its best efforts to cause the Primary Developer to promptly cure any defect in the title to any real property which cure is necessary to the completion

of the Project, or where such defect will or may have a material adverse effect on the use of such real property for the Project.

ARTICLE V

INSPECTION AND REVIEW

Section 5.01 Duty to Maintain, and Rights to Inspect and Copy Books, Records and Documents

(a) The Municipality shall keep and maintain or shall cause to be kept and maintained accurate books, records and other documents as shall be required under the IDAG Regulations, and as may be reasonably necessary to reflect and disclose fully the amount and disposition of Grant funds, other funds and the total cost of the Project.

(b) The Municipality shall maintain or cause to be maintained accurate books and records of all investments and reinvestments of funds on deposit in the Project account and the sub-accounts established under Section 3.02, and all income made through such investments and reinvestments.

(c) All such books, records and other documents shall be available at the offices of the Municipality or such other place as the Municipality and the Authority may otherwise agree

(except that books, records and other documents of a Participating Party which are subject to this Section 5.01 through the application of Article VIII may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the Authority or the Auditor General of the State.

Section 5.02 Site Visits

Any duly authorized representative of the Authority shall, at all reasonable times and upon reasonable notice, have access to all portions of the Project.

Section 5.03 Duration of Inspection Rules

The rights of access and inspection provided in this Article V shall continue until the completion of auditing requirements respecting this Grant, and until the final settlement and conclusion of any issues arising out of such audit.

Section 5.04 Reports

The Municipality shall provide to the Authority semi-annual progress reports on the use of the Project during

the term of this Grant Agreement. Such reports shall include information on the number of permanent jobs created by the Project, the income levels at the time of hiring of the persons holding such jobs and the number of minority persons holding such jobs and the number of JTPA-eligible persons referred to and hired for such jobs.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01 Defaults

A default shall consist of:

(a) Any use of Grant funds for any purpose other than an Eligible Cost; or

(b) Any breach of any covenant, agreement, provision, or warranty of

(i) the Municipality made in this Grant Agreement, provided that non-delivery of the evidentiary materials referred to in

Section 3.01 within the time specified in Exhibit B shall not be a default, but shall instead result in termination of this Grant Agreement as provided in Sections 3.01 and 3.09, or

(ii) the Municipality made in any agreement entered into between the Municipality and any Participating Parties relating to the Project, or

(iii) any Participating Party made in any agreement between the Municipality and such Participating Party; or

(c) Non-compliance with the performance schedule specified in Section IV D of Exhibit A.

Section 6.02 Notification and Action Upon Default

(a) The Municipality shall promptly give written notice to the Authority upon the discovery by the Municipality of any default involving any Participating Party.

(b) Promptly upon the discovery of any default involving any Participating Party, the Municipality shall vigorously pursue, to the fullest extent possible, all remedies available to Municipality to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for, or recovery of any Grant funds paid to such defaulting Participating Party, and to prevent or mitigate any adverse effects on the Project. The Municipality shall keep the Authority fully informed as to the status of such actions.

Section 6.03 Procedure Upon Default

(a) Upon the occurrence of any default as described in Section 6.01, the Authority will give notice of such default to the Municipality. Immediately upon giving such notice, the Authority may suspend the Municipality's authority to expend Grant funds by notice to the Municipality, and issue an order to the Municipality to stop all payouts from the IDAG Sub-account of the Project account. If a default is not cured within ninety (90) consecutive days from notice of such default by the Authority to the Municipality, the Authority may continue such suspension and give notice to the Municipality that the Grant funds are subject to recovery.

(b) Grant funds may be recovered by the Authority as provided in the Grant Funds Recovery Act.

ARTICLE VII

PROJECT COMPLETION CERTIFICATIONS

Section 7.01 Certifications After Completion of the Project

Within sixty (60) days after the completion of construction of the Project, the Municipality shall submit to the Authority a written certification, executed by an authorized representative of the Municipality, stating that the Project has been completed consistent with the terms of this Grant Agreement and the description of the Project contained in Exhibit A, and specifying the date of completion. Within one hundred eighty (180) days of that date, the Municipality shall cause the Primary Developer to certify to the Authority that all portions of the Project have been paid for and that no claim or claims exist against the Project out of which a lien based on the furnishing of labor or material exists or might ripen.

Within 150 (One hundred fifty) days from the date of completion of the Project the Municipality shall complete or cause to be completed an audit of expenditures of Grant funds used in connection with the Project. The audit will be conducted in accordance with generally accepted standards of accounting as specified in the IDAG Regulations. Within 15 days following the date that such audit is completed the Municipality shall transmit a copy of such audit to the Authority.

ARTICLE VIII

THIRD PARTY CONTRACT REQUIREMENTS

Section 8.01 Required Contract Provisions

The Municipality shall include in all contracts with Participating Parties:

(a) Governmental Approvals. A warranty by each Participating Party that it has obtained, or has reasonable assurance that it will obtain, all Federal, State and local governmental approvals and reviews required by law to be obtained by the Participating Party for the Project. Any such

approvals or reviews which have not yet been obtained shall be specified in the contract between the Municipality and such Participating Party.

(b) Completion of Project. A representation by each Participating Party that the Participating Party acknowledges that the Authority, in selecting the Municipality for the award of this Grant, relied in material part upon the assured completion of the Project and that the Participating Party assures the Municipality that such activities will be completed by the Participating Party.

(c) Assurances of Projected Jobs. Written assurances from each Participating Party that such Participating Party will use its best efforts to create or cause to be created, within the time specified in Exhibit A, the specified number of new permanent job opportunities and construction job opportunities, including a specified number of new permanent job opportunities for minorities, JTPA-eligible persons, and persons who, at the time of their hiring, will be persons of low and moderate income. All assurances shall (i) state that in order to assist and enable the Municipality to report to the Authority, as the Authority may require, the assuring Participating Party agrees to report to the Municipality, as the Municipality may from time to time require, on the numbers

and kinds of such jobs created or caused to be created and filled, and (ii) contain such other provisions as may be required by the Municipality to enable the Municipality to comply with any reporting requirements of the Authority and to cause the assurances to be legally binding and enforceable to the maximum extent permitted by law.

(d) Maintaining Records; Inspection. Provisions requiring that (i) each Participating Party keep and maintain books, records and other documents relating directly to the receipt and disbursement of Grant funds; and (ii) any duly authorized representative of the Authority shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records and other documents of such Participating Party relating to the Project until the completion of all auditing requirements respecting this Grant and the final settlement and conclusion of all issues arising out of this Grant.

(e) Access to Project. A provision that each Participating Party agrees that any duly authorized representative of the Authority shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all auditing requirements respecting this Grant.

(f) No Assignment or Succession. An acknowledgement and agreement by the Participating Party that no transfer of Grant funds by the Municipality to the Participating Party shall be or be deemed an assignment of Grant funds, and that such Participating Party shall neither succeed to any rights, benefits or advantages of the Municipality under this Grant Agreement, nor attain any rights, privileges, authorities or interests in or under this Grant Agreement.

(g) Conflict of Interest. A conflict of interest provision consistent with Section 4.01(8) of this Grant Agreement.

(h) Equal Employment Opportunity. A clause stating that during the performance of its contract, the Participating Party agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform its portion of the Project, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with the Illinois Human Rights Act and the Department's Rules and

Regulations, the contractor will promptly so notify the Department and the Authority and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Authority, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the Authority and the Department for purposes of investigations to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(7) It will include verbatim or by reference the provisions of this clause (h) in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such

subcontractors; and further it will promptly notify the Authority and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 8.02 Municipality Enforcement

The Municipality shall enforce the provisions, covenants and agreements required to be included in all contracts with Participating Parties by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any provision, covenant or agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Notices

(a) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and

consents of any kind made pursuant to this Grant Agreement shall be in writing.

(b) Except as provided in subsection (c) below, any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered or certified mail, to be delivered only to the office of the addressee, addressed as follows:

(1) Communications to the Authority shall be mailed simultaneously to: (A) Executive Director, Illinois Development Finance Authority, Two North LaSalle Street, Suite 780, Chicago, Illinois 60602, and (B) such other persons or at such other addresses as may be furnished by the Authority to the Municipality.

(2) Communications to the Municipality shall be addressed to the contact person or office of the Municipality, at the address set forth in Section I of Exhibit A, or such other address as may be furnished by the Municipality to the Authority.

(c) In the event that the Authority commences grant recovery proceedings under Section 6.03, all notices shall be deemed received five days after such notice is deposited in the

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United States mail, postage prepaid, and properly addressed to the Municipality.

Section 9.02 Assignment

No right, benefit, or advantage inuring to the Municipality under this Grant Agreement and no burden imposed on the Municipality hereunder may be assigned without the prior written approval of the Authority. The transfer of Grant funds by Municipality to a Participating Party shall not be deemed an authorization for an assignment, and such Participating Party shall not succeed to any rights, benefits or advantages of the Municipality hereunder.

Section 9.03 Successors Bound

This Grant Agreement shall bind, and the rights, benefits and advantages shall inure to, the Municipality's successors.

Section 9.04 Cumulative Remedies

All rights and remedies of the Authority under this Grant Agreement shall be cumulative.

Section 9.05 Severability

The invalidity of any article, section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses or provisions hereof.

Section 9.06 Execution in Counterparts

This Grant Agreement may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

Section 9.07 Table of Contents; Titles and Headings

Any table of contents, the title of the Articles, and the headings of the sections and subsections set forth herein are not a part of this Grant Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

Section 9.08 Amendment of this Grant Agreement

This Grant Agreement, or any part hereof, may be amended from time to time hereafter only in writing by the Authority and the Municipality.

Section 9.09 Governing Law

This Grant Agreement as it may affect the rights, remedies, duties, and obligations of the Authority shall be governed by and construed in accordance with Illinois law.

Section 9.10 Waiver by Authority

No delay or omission of the Authority in exercising any right or remedy available under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein. The Authority reserves and shall have the exclusive right to waive, at the sole discretion of the Authority, and to the extent permitted by law, any requirement or provision under this Grant Agreement. No act by or on behalf of the Authority shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Authority, and expressly stated to constitute such waiver.

SIGNATURE PAGE

THIS GRANT AGREEMENT, numbered _____ is hereby
executed and delivered by the Parties herto on the dates set
forth below their respective signatures, as follows:

ILLINOIS DEVELOPMENT FINANCE AUTHORITY

Date: _____

By _____

Ronald Bean

Executive Director

[NAME OF MUNICIPALITY]

Date: _____

By _____

Title: _____

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EXHIBIT A

TO

GRANT AGREEMENT

PROJECT INFORMATION

I. MUNICIPALITY

Name of Municipality

Street Address

City State Zip Code

Contact Person/Position Area Code & Tel. No.

II. PRIMARY DEVELOPER

Name

Street Address

City State Zip Code

Contact Person/Position Area Code & Tel. No.

III. PARTICIPATING PARTIES

(List Names, Addresses, Contact Persons and Telephone Numbers of All Participating Parties Who Will Enter Into Loan, Grant or Redevelopment Agreements with the Municipality with Respect to the Project. Attach Additional Sheets if Necessary)

IV. PROJECT DESCRIPTION

A. Project Description: _____

B. Table of Sources and Uses

Sources of Funds

Amounts

_____	_____
_____	_____
_____	_____
_____	_____

TOTAL:

Uses of Funds

_____	_____
_____	_____
_____	_____
_____	_____

TOTAL:

[Attach Additional Sheets if Necessary]

C. Project Costs:

Use of Funds		Source of Funds			Total Costs
		IDAG Funds	Private Funds	Other	
1.	Plans, Studies, Surveys, Etc.				
2.	Architect, Engineer, and other Prof. Fees				
3.	Real Estate Acquisition				
4.	Site Preparation				
5.	Building Construction				
6.	Machinery & Fixed Equip.				
7.	Furnishings				
8.	Off-Site Improvements				
9.	Working Capital & Operating Expenses				
10.	Fees & Charges of other Par- ticipants				
11.	Inventory				

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Use of Funds	Source of Funds			Total Costs
	IDAG Funds	Private Funds	Other	
12. Motor Vehicles				
13. Costs Incurred Prior to				
Total Costs				

D. PROJECT RESPONSIBILITY - PERFORMANCE SCHEDULE
(List Persons and Activities Chronologically)

Municipality Activities

Activity for Which
Responsible

Completion Date

Participating Party Activities

Name

Activity For Which
Responsible

Completion
Date

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E. ELIGIBLE COSTS

<u>Item/Description</u>	<u>Amount</u>	<u>Party Using or Receiving Grant Funds</u>

F. JOB CREATION

Number of Construction Jobs to be Created: _____

Number of Permanent Jobs to be Created During:

a) Year 1 of Operation: _____

b) Year 2 of Operation: _____

V. REAL PROPERTY OWNERSHIP

If Grant Funds Are to be used to acquire the ownership or use of real property, identify below every owner and beneficiary having either a real or personal interest in such property, or entitled to receive more than 7 1/2% of the distributable income of any corporation having any interest, real or personal, in such property. Attach any affidavits which may be required by Section 4.01(9) of the Grant Agreement.

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VI. LITIGATION/CHANGED CIRCUMSTANCES

List here any litigation or change in circumstances which are required to be disclosed under Section 4.01(4) or Section 4.01(5) of the Grant Agreement. If there are none, so indicate.

EXHIBIT BTOGRANT AGREEMENTEVIDENTIARY MATERIALS:NOTE TO MUNICIPALITY AND PARTICIPATING PARTIES:

As specified in Section 3.01 of the Grant Agreement, the Authority will not disburse Grant Funds until all evidentiary materials specified in this Exhibit B have been submitted in form satisfactory to the Authority. As specified in Section 3.09 of the Grant Agreement, failure to provide the evidentiary materials specified in this Exhibit B within _____ days of the date of the Grant Agreement will entitle the Authority to terminate the Grant Agreement on thirty days notice as provided in Section 3.01.

In addition, the Municipality shall provide assurances that all required governmental approvals and reviews, building permits, zoning variances, title matters and similar matters pertinent to any part or phase of the Project shall have been obtained prior to the commencement of such part or phase of the Project.

- A. FINANCING COMMITMENTS (List sources and amounts):
- B. REQUIRED GOVERNMENT APPROVALS AND REVIEWS:
- C. BUILDING PERMITS, ZONING VARIANCES, TITLE MATTERS, ETC.
- D. CONTRACTS WITH THE PARTICIPATING PARTIES LISTED IN SECTION III OF EXHIBIT A INCLUDING THE CONTRACTUAL PROVISIONS REQUIRED BY ARTICLE VIII OF THE GRANT AGREEMENT.
- E. ADDITIONAL

10/6/86

REPORTS OF COMMITTEES

34367

EXHIBIT C

TO

GRANT AGREEMENT

SUPPLEMENTARY PROVISIONS

[HERE INCLUDE AMENDMENTS AND SUPPLEMENTS
TO STANDARD FORM OF GRANT AGREEMENT]

EXHIBIT 18
PRINCIPALS OF DEVELOPER

PRINCIPALS
OF
NEW REGAL THEATER LIMITED PARTNERSHIP

REGAL THEATER, INC. (General Partner)

Shareholders

Edward & Bettianne Gardner
(1,000 shares, 100%)

Officers and Directors

Edward G. Gardner - President and Director

Bettianne Gardner - Vice President, Treasurer &
Director

Ronald Delmenico - Secretary and Director

RONALD DELMENICO (Limited Partner)

EXHIBIT 19

AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

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

The purposes of this Affirmative Action Plan are to remedy such past discriminatory underutilization of minorities and women and to promote the economic welfare of the people of the City of Chicago by assisting minority and women-owned businesses to actively participate in the Project, and by providing employment opportunities to ensure equitable participation in the Project by minority persons, women and residents of the City of Chicago. In accordance with the guidelines and goals set forth below, the Developer shall implement a comprehensive strategy, encouraging and

providing for the greatest practicable participation throughout the project by business enterprises owned by minorities and women, and by minority and women employees, which shall apply prospectively from the date of the Agreement. The City agrees to assist the Developer with the implementation of the Plan as provided herein.

This Plan shall not apply to the extent it is inconsistent with the procedures and standards required by the Illinois Development Action Grant (IDAG) Agreement for this project. The terms, provisions and remedies of this Plan are deemed to satisfy the Ordinance and Executive Order 85-2. In case of conflict between the Ordinance, Executive Order 85-2 and this Plan, the terms and provisions of this Plan shall control. Moreover, the requirements and provisions of this Plan do not establish legal or contractual rights for any person or organization other than the City and the Developer and their successors and assigns.

1. DEFINITIONS

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

- 1.1 "Agreement" means the Redevelopment Agreement between the City of Chicago and the Developer dated as of _____, 1986, to which this Plan is attached.
- 1.2 "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is

Black; Hispanic, regardless of race; Asian-American and Pacific Islander; American Indian or Alaskan native.

1.3 "Minority Business Enterprise" ("MBE") means a business that is owned and controlled by one or more minority persons.

1.4 "Women Business Enterprise" ("WBE") means a business that is owned and controlled by one or more women.

1.5 "Owned" means a business which is (1) a sole proprietorship legitimately owned by a minority person or woman, (2) a partnership or joint venture in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women, or (3) a corporation or other entity in which at least 51 percent of the beneficial ownership interests legitimately are held by minority persons or women.

1.6 "Controlled" shall be determined by considering the degree to which minority group members or women participate in the possession and management of the partnership, corporation or joint venture, including consideration of their participation in the decisions affecting the day-to-day management and operations of the business, and of their proportionate interest in the capital, assets, profits and losses of the business.

1.7 An "Eligible" MBE or WBE Firm includes any contractor or subcontractor providing services, products or

materials in the Project, who has been certified by the Agency as provided in Section 3.5 below.

- 1.8 "Goals" means the targets established in this agreement for MBE and WBE participation in the Development, or for minority and women employment in conjunction with the Development. Goals are not quotas, but instead provide a benchmark to measure the success of the affirmative action steps taken to assure the greatest practicable MBE and WBE participation and minority and women employment. Failure to meet a goal will alert the Developer that further action may be necessary.
- 1.9 "City Residents" or "Residents" shall mean persons domiciled within the City of Chicago.
- 1.10 "Person" or "Persons" includes any natural person, corporation, partnership, unincorporated association, or joint venture.
- 1.11 "Agency" shall mean the City of Chicago by its designee, initially the Department of Planning. The City may designate in writing any other City agency, or a City employee or consultant, to perform any function or duty required by this Plan.
- 1.12 "Contractor" means any person who has a contract with the Developer (in which the parties do not stand in the relationship of an employer and an employee), which provides for any portion of the Developer's obligation under the Agreement to be performed, undertaken or

assumed. "Subcontractor" means any person who has such a contract with a contractor or with a subcontractor.

1.13 "Project" or "Development" means all design, construction and development of improvements required by the Agreement.

1.14 "Component" means one of the divisions of work described below whereby MBE and WBE participation goals and minority and employment goals will be applied.

1.15 "Pre-Construction Component" means all architectural, structural engineering, mechanical and electrical engineering, and landscape architecture, but excludes work performed under contracts awarded before the date of the Agreement.

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

- (1) Earth moving, including shoring
- (2) Demolition
- (3) Concrete -- reinforced

- a. Forms and fabrication
- b. Reinforced steel
- c. Placement of concrete
- d. Finish concrete

- (4) Masonry -- bricklayers, granite
- (5) Structural steel
- (6) Metal decking
- (7) Miscellaneous metals
- (8) Ornamental metals
- (9) Carpentry -- rough and finish
- (10) Moisture protection (roofing, etc.)
- (11) Fenestration -- all exteriors, interiors, which will include hardware, doors, glass, etc.
- (12) Finish trades (other than tenant improvements)

- a. Floors
- b. Walls

- c. Ceilings
 - d. Lath and plaster
 - e. Partitions
 - f. Tile work
 - g. Painting
 - h. Wall coverings
 - i. Carpets
- (13) Vertical transportation
 - (14) Mechanical trades
 - a. Electrical
 - b. Plumbing
 - c. Fire protection
 - d. HVAC
 - (15) Trash hauling and cleanup
 - (16) Field administration
 - (17) Water service
 - (18) Office supplies
 - (19) Security
 - (20) Janitorial
 - (21) Progress photos
 - (22) Printing
 - (23) Maintenance and mechanics
 - (24) Fencing/scaffolding
 - (25) Final cleanup
 - (26) Equipment rental

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

- 1.17 "Post-Construction Components" means all of the activities and obligations of the Developer for the project which apply subsequent to the completion date and prior to the expiration of the IDAG Grant Agreement.

2. ADMINISTRATION AND MONITORING

- 2.1 Developer's obligation under this Plan is to make good faith efforts to comply with all provisions and meet all goals set forth herein.
- 2.2 To facilitate and assure that good faith efforts are made, Developer will assign an Affirmative Action ("AA") Officer to assist with the monitoring and implementation of this Plan. Developer will provide adequate staff and support for its AA Officer to administer the Plan and to act as liaison with the Agency.
- 2.3 The Developer's AA Officer shall have responsibility for coordinating all of the affirmative action activities undertaken by the Developer on the Project. The AA Officer's major focus shall be the implementation of the Plan, assuring good faith efforts to meet the established goals, and the documentation and reporting of the efforts and results. The duties of the AA Officer shall include responsibility for the following:
- (a) Ensuring that all aspects of the Plan are properly implemented so that all employment and procurement practices of the Developer are consistent with the Plan; and that all technical or procedural phases of compliance are met.
 - (b) Designing, implementing and monitoring internal record-keeping systems to measure the effectiveness of the Plan; making regular reports to

management personnel on the effectiveness of the Plan; identifying problem areas and establishing programs to aid in problem solving; informing management of the latest developments in the area of affirmative action; and recommending further policies and programs to implement the Plan.

- (c) Compiling and submitting Affirmative Action Reports required by the Plan; reviewing Agency responses and recommendations; and meeting with Agency representatives when necessary to provide additional information or address problems concerning implementation of the Plan.
- (d) Developing Affirmative Action program and policy statements; making presentations to business associations, social agencies and other organizations to increase awareness of Developer's Affirmative Action program and of its commitment to MBE and WBE participation and minority and women employment; and maintaining communications between the Developer and relevant organizations as necessary.
- (e) Researching the availability of MBE and WBE firms and of minority and women prospective employees for business and employment opportunities.
- (f) Counseling and assisting MBE and WBE contractors and suppliers wishing to qualify for participation in the Development, including with respect to:

(1) submission of bids, (2) securing bonding and insurance, (3) formation of joint ventures with majority contractors, and (4) obtaining certification from the City of Chicago.

(g) Reviewing and monitoring Contractor Affirmative Action Reports, including, making periodic onsite inspections to insure reported numbers on minority and female participation and minority, women and resident employees are reflected by actual construction work force; and meeting with, assisting and counseling contractors and trade unions as necessary on meeting minority and female hiring goals.

2.4 The Commissioner of the Department of Planning shall consult and cooperate with the Purchasing Agent and Contract Compliance Officer in the implementation of this Plan.

2.5 The Agency shall designate an Affirmative Action (AA) Coordinator operating under the auspices of the Department of Planning. The AA Coordinator shall be responsible for the Agency's duties under the Plan, for monitoring the Plan on behalf of the Agency, and for receiving Developer communications and Reports and transmitting Agency response and other communications.

2.6 Developer shall require its contractors and subcontractors to furnish to its AA Officer reports and

information reasonably requested by the Agency to implement and monitor this Plan.

- 2.7 The AA Coordinator shall promptly review the Affirmative Action Reports submitted by the Developer and shall forward them to the Commissioner of the Department of Planning. The Commissioner is authorized to undertake final review on behalf of the City of the administration of the Plan. Upon review of the Reports, the AA Coordinator may request further information pertinent to evaluation of the Plan implementation. If the Agency has any substantial concerns about the adequacy of implementation of this Plan, the AA Coordinator shall provide notice to the AA Officer regarding the results of the review and, if necessary, shall contact the AA Officer to promptly meet, discuss and attempt to resolve areas of concern regarding implementation of the Plan. If any substantial concerns are not resolved by such discussions and negotiations, the AA Coordinator through the Commissioner of the Department of Planning shall report all negotiations regarding the adequacy of implementation of the Plan to the Contract Compliance Officer of the City of Chicago.

3. MINORITY AND WOMEN BUSINESS ENTERPRISES
PARTICIPATION PLAN

3.1 Introduction

Concurrent with legally applicable affirmative action and equal opportunity requirements, the following plan and goals are adopted by the Developer for participation by minority and women business enterprises in the Development. The Developer shall make good faith efforts to meet the minority and women business enterprise goals established hereunder.

3.2 Methods to Ensure MBE and WBE Participation

- 3.2.1 In making good faith efforts to meet the goals for MBE and WBE participation, the Developer may use any or all of the methods and procedures set forth below or any other methods which may reasonably facilitate MBE and WBE participation. It is recognized that a definitive listing of all methods and procedures which may be appropriate, particularly in future circumstances, cannot now be set forth. Additional methods and procedures may be established by agreement through the consultation and communication provided for in this Plan. If the Developer utilizes all of the methods and procedures set forth below, as well as any additional methods and procedures required by or subsequently agreed upon pursuant to Sections 2 and 5, it shall be deemed to have made all good faith efforts to promote MBE and WBE participation.

- 3.2.2 The methods and procedures to achieve the goals set forth herein, and use of which may be evaluated to determine whether the Developer has made all good faith efforts, shall include the following:
- (a) Encouragement of joint ventures between majority and MBE and WBE contractors as a bid package.
 - (b) Breaking out contracts into smaller packages to allow for bidding by smaller MBEs and WBEs.
 - (c) Advertising invitations to bid, particularly in minority media, including statements in the advertisements indicating the Developer's intent to encourage MBE and WBE participation in the project.
 - (d) Assisting MBEs and WBEs in obtaining bonding and insurance.
 - (e) Assisting MBEs and WBEs in submitting bids by offering Developer's consultation.
 - (f) Assisting MBEs and WBEs in obtaining certification.
 - (g) Requesting the assistance of the Agency's AA Coordinator in referring minority and women businesses for contracts, subcontracts and other purchases.

(h) Contacting the organizations listed below, or similar organizations, and soliciting assistance in obtaining MBE and WBE participation:

(a) Chicago Urban League

(b) Chicago Economic Development Corporation

(i) Making the MBE and WBE provisions and goals set forth in Sections 3.2 and 3.3 of this Plan applicable as appropriate to all contractors and subcontractors in the pre-construction and construction components of the Project; including appropriate provisions and goals for MBE and WBE participation in contracts let by Developer, and requiring the inclusion of such provisions and goals in subcontracts entered into by contractors; and providing that all subcontractors must report to contractors, and all contractors must report to Developer any information necessary for monitoring implementation of the Plan and reporting to the Agency concerning MBE and WBE participation.

3.2.3 In considering the Developer's good faith efforts, the following factors may be relevant:

(a) lack of a sufficient supply of certified, responsible MBES or WBEs in the Chicago Standard Metropolitan Statistical Area (SMSA), as a result of competing demands in the industry for such firms;

- (b) inability to obtain competitive prices from the available MBEs or WBEs in the Chicago Standard Metropolitan Statistical Area (SMSA), based on prevailing prices on the open market as determined by the Developer, provided that in all such cases there shall be submitted to the Agency a statement listing the names and bid amounts of each person or firm bidding on the same portion of part of the contract as bid by such MBEs or WBEs;
- (c) Failure of available MBEs or WBEs to submit bids, despite advertising and other solicitations, with respect to particular aspects of the Project,

3.2.4 If the Commissioner of the Department of Planning, in consultation with the Purchasing Agent and Contract Compliance Officer, determines that it is impossible to obtain MBE's or WBE's to perform sufficient work to fulfill the commitment stated herein, the Commissioner of the Department of Planning may reduce or modify the MBE and/or WBE goals specified herein.

3.3 MBE and WBE Participation Components and Goals

3.3.1 The MBE and WBE participation components shall be:

(1) Pre-construction; (2) construction; and (3) post-construction

3.3.2 The dollar goals for participation by eligible MBEs and WBEs in the Pre-construction and Construction Components shall be 25 percent MBE and 5 percent WBE of the aggregate costs for such components.

3.4 Additional Provisions Concerning Calculating MBE
and WBE Participation

3.4.1 The Developer shall receive proportionate credit towards meeting the MBE and WBE goals for joint ventures in proportion to the ownership interests of eligible MBE or WBE firms participating in the venture. For example, a 25 percent minority owned joint venture that receives a \$100,000 contract would result in \$25,000 credit.

3.4.2 Where an eligible MBE or WBE firm is awarded a contract, and said firm subcontracts the performance of a portion of that contract, the Developer shall receive credit only for that portion of the contract actually performed by the eligible MBE or WBE firm and for those amounts subcontracted to another eligible MBE or WBE firm. Developer shall receive credit for, and there shall not be excluded, dollars spent by an eligible MBE or WBE firm to purchase materials and supplies specific to this project from non-MBE or WBE firms.

3.4.3 Where a firm which is not an MBE or WBE is awarded a contract, and said firm subcontracts a portion of that contract to an eligible MBE or WBE firm, the Developer shall receive credit for the portion of the contract subcontracted to the MBE or WBE firm. Developer shall receive credit for dollars spent by a firm which is not an MBE or WBE firm to purchase materials and supplies specific to this project from an MBE or WBE firm.

3.5 Agency Certification of Eligibility of
Minority and Women Business Enterprises

- 3.5.1 The Agency or its designee, presently the Department of Purchasing, shall develop and maintain a list of certified minority and women business enterprises, and shall be available to review the qualifications of, and certify if appropriate, any firms (identified by the Developer or otherwise) who represent that they qualify as minority or women business enterprises. The Department of Purchasing shall also review the qualifications of joint ventures for which the Developer may seek proportionate credit pursuant to Section 3.4.1. In either instance, the Department of Purchasing shall certify each firm's minority ownership and the types, volume and quality of work which it is capable of performing. Certification by the Agency shall be conclusive as to the MBE or WBE eligibility of a firm.
- 3.5.2 All requests for certification and additional information required, if any, should be submitted to the Purchasing Agent of the City of Chicago with a copy of all materials to the Contract Compliance Officer and the Agency's AA Coordinator.
- 3.5.3 If at any time it is determined that any MBE or WBE certification has been falsely obtained, the Developer may seek to cure or correct the defect by whatever remedy is necessary, including the termination of the MBE

or WBE contract. The Developer's MBE and WBE contracts shall provide that all contractors and subcontractors are liable to the Developer for any such defects or misrepresentations of status for which they are responsible, and that such contracts may be terminated for such misrepresentations or defects.

- 3.5.4 The Developer's minority and women business enterprise contracts shall require that all MBEs and WBEs report within 14 days to the Developer's AA Officer, and justify, any changes in the ownership and control of the firm that occur during the duration of that contract. The Developer shall promptly notify the Purchasing Agent and the AA Coordinator of any and all changes in the ownership and control of an MBE and WBE firm.
- 3.5.5 Any disputes arising between Developer and the City concerning the eligibility of MBEs or WBEs shall be resolved in accordance with the Dispute Resolution provisions contained in Section 5. The Agency's certification procedures shall not be subject to arbitration.

4. MINORITY AND WOMEN EMPLOYMENT PLAN

- 4.1 Concurrent with legally applicable affirmative action and equal opportunity requirements, the following plan and goals are adopted by the Developer for employment of minority and women workers in the Construction Component of the Development. During the construction of the improvements provided for in the Agreement, Developer shall make good faith efforts to achieve the minority and women employment goals set forth hereunder.
- 4.2 The goals for minority and women employment shall be 25 percent minority and 7 percent women employees for skilled laborers and 40 percent minority and 10 percent females for unskilled laborers. The employment goals for residents of the City of Chicago shall be 50 percent for contracts advertised as of January 1, 1986.
- 4.3 The Developer may submit a written request for a modification or reduction of such goals to the Commissioner of the Department of Planning who may, for good cause shown and following consultation with the Purchasing Agent and Contract Compliance Officer of the City, approve such request for modification or reduction of employment goals as specified herein.
- 4.4 If the Developer utilizes all of the methods and procedures set forth below in this Section 4, as well as any additional methods and procedures agreed upon pursuant to the consultation and communication provided for in

Sections 2 and 5 of this Plan, it shall be deemed to have made good faith efforts to achieve the goals for minority and women employment.

- 4.5. The Developer shall take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, color, religion, sex or national origin. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 4.6. The Developer will post in conspicuous places notices setting forth its affirmative action policy.
- 4.7. All solicitations of advertisements for employees placed by or on behalf of the Developer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 4.8. Developer will notify recruitment sources, unions and minority and women organizations of this affirmative action policy and encourage them to refer minorities and women for employment and to otherwise assist in achieving these affirmative action objectives. In particular, Developer will contact, or will require contractors to contact, the organizations listed below and

solicit assistance in obtaining minorities and women to be employed on the Project:

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

4.9 The Developer will consider previous affirmative action experience in the evaluation of contract bidders' proposals for construction contracts. Prospective contractors and sub-contractors will be asked to address the subject of and provide for affirmative action. Each bidder will be encouraged to analyze and establish methods of achieving successful affirmative action.

4.9 The Developer will seek to identify public and private apprenticeship training programs for minorities and women (such as programs established by the City, trade unions, or the building industry), and will encourage and cooperate with the use of such programs by contractors with respect to this Project.

4.10 Developer will notify all contractors and subcontractors in writing of this affirmative action policy and require supportive action on their part in the relevant contracts.

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

- (a) The Contractor will take affirmative actions to eliminate any possible discrimination against any employee or applicant for employment because of race, sex, religion, color, national origin or ancestry. These affirmative actions shall include, but not be limited to, the following areas: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the policy reflected in, and meeting the requirements of, these affirmative action provisions.
- (c) The Contractor agrees that all solicitations or advertisements for employees placed on behalf of or by the Contractor in connection with the work will state that all qualified applicants will receive consideration without regard to race, sex, religion, color, national origin or ancestry.
- (d) The Contractor agrees to use its best efforts to insure that all of the work is performed by work

forces containing the greatest practicable level of minority and women employees. The Contractor shall report in writing to the Developer as often as may be required by the Developer its efforts to secure such minority group and women employees and also any reasons for its being unable to employ minority and women employees.

- (e) The Contractor agrees that, in the execution of its work, it shall use the maximum number of apprentices allowed by the various trade agreements with the labor unions. Should the Contractor be unable to hire the specified maximum number of apprentices for any trade, it shall so report in writing to the Developer as often as may be required by the Developer. Such report shall include not only its efforts to secure such maximum allowable apprentices, but also the reasons for its being unable to employ apprentices.
- (f) The Contractor agrees to identify and use minority and women subcontractors for any work subcontracted by it, whenever practicable. Reports documenting such efforts will be submitted to the Developer as often as may be required by Developer.
- (g) The Contractor agrees to make and send to Developer an accounting of the hours worked on the Project by minority and women employees and by

City residents as often as may be required by Developer.

- (h) Meetings of Developer's and Contractor's supervisory and personnel office employees will be conducted as required by Developer, at which time affirmative action policy and its implementation will be reviewed and explained.
- (i) The Contractor agrees, unless precluded by a valid bargaining agreement, that, in addition to union halls, other sources will be used to solicit minority and women employees.
- (j) The Contractor agrees that the following steps shall be taken in relation to all trade unions with which it has bargaining agreements and/or whose members shall perform any of the work.
 - (1) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments made in this contract and shall deliver copies of such notices to Developer.
 - (2) Prior to the beginning of the work, the Contractor will notify all trade unions of his or her desire to receive referrals of qualified minority and women individuals.

- (k) The Contractor agrees to comply with all applicable federal, state, and local requirements governing minority and women business enterprise utilization and minority and women employment.
- (l) During the contract period, the Contractor will maintain and make available to the Developer documentation regarding minority and women business enterprise utilization and employment affirmative action. Documentation shall contain at a minimum, names and addresses of subcontracting minority and women business enterprises, extent of minority or women ownership, actual dollar amount of contract award, and actual numbers and percentages of hours worked by minority and women employees and City residents.
- (m) The Contractor agrees that these affirmative action provisions are to be inserted in each contract for any of the work subcontracted by the Contractor to others, and that the Contractor will be responsible for enforcing such provisions. The Contractor will report such enforcement efforts to the Developer as often as may be required by the Developer.

5. DISPUTE RESOLUTION

- 5.1 If at any time during the preconstruction or construction components the Agency believes that the Developer is substantially failing to comply with the terms of this Plan, the Agency's AA Coordinator shall provide a written report to the Developer's AA Officer explicitly invoking this Section of the Plan, explaining the alleged non-compliance, describing the grounds for such belief, and proposing the further implementation steps the Agency believes should be taken.
- 5.2 If the Developer disagrees with the Agency's evaluation, the AA Coordinator and AA Officer shall meet and make every good faith effort to resolve the differences. If resolution is still not obtained, the senior representative of the Department of Planning and the Developer shall meet and consult and attempt in good faith to resolve their differences as to the proper and adequate method of implementing the Plan.
- 5.3 If the Agency and the Developer have consulted pursuant to Section 5.2, but have been unable to resolve their differences, the matter shall be resolved through binding arbitration. The Agency shall be given the opportunity to demonstrate in arbitration that any particular implementation step it has proposed for the pre-construction or construction components of the Project is required by the Plan. The sole issues which

may be presented and decided in arbitration are whether such proposed steps are required to comply with the Plan and issues concerning the eligibility of MBEs and WBEs as described in Section 3.5. Such arbitration shall be the sole method of final dispute resolution concerning a violation of any requirement of this Plan which is not covered or included in the IDAG Agreement.

- 5.4 Such arbitration shall be conducted by a panel of three persons, one designated by the Developer, one by the Agency and the third selected by agreement of the first two arbitrators. In other respects the arbitration shall be conducted pursuant to the rules and procedures of the American Arbitration Association, except as modified by agreement of the parties.

The determination of the arbitration panel shall be in writing and based upon the hearing record, and shall include a statement of findings and reasons therefor.

The determination of the arbitrators shall be final and binding on the parties, and shall be judicially enforceable.

6. RESIDENT EMPLOYMENT AND POST-CONSTRUCTION PROVISIONS6.1 General Provisions

6.1.1 The Developer shall make good faith efforts, in accordance with the provisions of this Part 6, to achieve certain affirmative action goals in the following areas:

- (a) The employment of city resident workers in the post-construction component of the development; and
- (b) Participation of MBEs and WBEs and of minority and women employees in the post-construction operations of the Project.

6.1.2 The Developer's obligation in these areas is to make good faith efforts and to report to the Agency about its activities and the results. The nature of the good faith efforts shall be consistent with the efforts described in Parts 2 - 4, as relevant to the respective MBE/WBE or employment activities described in Part 6.

6.2 Employment of City Residents in the Post-Construction Component

6.2.1 The Developer will make good faith efforts, consistent with those described in Part 4, to achieve employment of city resident workers in the post-construction component of the development.

6.2.2 Developer will seek to incorporate into the reports described in Section 2.6 information on its efforts and

results with respect to resident employment. In any event, Developer will report at least quarterly to the Agency the level of resident employment achieved.

6.3 MBE and WBE Participation and
Minority and Female Employment During
Post-Construction Operations

6.3.1 During post-construction operations, the Developer will make good faith efforts, consistent with those described in Parts 3 and 4, to achieve the levels of MBE and WBE participation and minority and women employment described below.

6.3.2 Employment goals will be applicable to direct employees (those employed full-time specifically for the operation of this development). The goals shall apply to such direct employees whether they are employed by the Developer, a property management firm, or a contractor.

6.3.3 The MBE and WBE goals shall apply to contracts for the procurement of direct commodities and services (those which are purchased or provided specifically for the operation of this development).

6.3.4 With respect to any overlap in the activities identified in Sections 6.3.2 and 6.3.3, either employment or MBE/WBE goals shall be applicable at the election of the developer.

6.3.5 The employment goals for minority employees for this project shall be consistent with those specified in the IDAG Grant Agreement. The employment goals for female

employees during post-construction operations shall be 20 percent.

- 6.3.6 The MBE/WBE goals for the post-construction component shall be 25 percent MBE and 5 percent WBE.
- 6.3.7 The Developer is responsible for collecting employment and MBE/WBE utilization statistics. This data, and a narrative describing the good faith efforts by the responsible entities to achieve compliance with Section 6.3, will be submitted to the City on a quarterly basis, beginning with the construction completion date.
- 6.3.8 The Developer will include provisions in all relevant contracts specifying employment or MBE/WBE obligations, as applicable, and encouraging contractors to make all good faith efforts to achieve those goals.

AUTHORITY GRANTED FOR AMENDMENT TO 1985
GENERAL OBLIGATION BOND ORDINANCE
RELATING TO 83RD STREET
AUTO POUND.

The Committee on Finance submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith, authorizing an amendment to the 1985 General Obligation Bond Ordinance in the amount of \$625,000.00, to fund the acquisition of the site for the 83rd Street Auto Pound.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago by ordinance adopted on August 20, 1985, authorized the issuance and sale of General Obligation Bonds, Series 1985, for the purpose of funding certain projects, as specified in said ordinance; and

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986 (C.J.P. pp. 31794-31795) amending said ordinance and requiring that the Budget Director may revise a project, project location or project scope with the prior approval of the City Council; now, therefore,

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

SECTION 1. The ordinance authorizing the issuance of General Obligation Bonds, Series 1985, and for the levy and collection of direct annual taxes to pay principal and interest thereon, passed by the City Council on August 20, 1985 (C.J.P. p. 19568 *et seq.*) is hereby amended by deleting the following Department of Streets and Sanitation Operating Facility as published on page 19601 of the Journal Proceedings of the City Council of said date:

New Equipment Repair Facility - 10301 S. Doty \$400,000

Revising the costs of the following locations as published on pages 19604, 19598, 19592 and 19609, 19633, of the Journal Proceedings of the City Council of said date:

Locations	Original Cost	Revised Cost
Electrical Facilities Renovation -- 55th and Homan	\$75,000	\$30,000
Electrical Facilities Renovation -- 8645 S. Yates	75,000	40,000
Electrical Facilities Renovation -- 2401 S. Ashland	75,000	27,000
Electrical Facilities Renovation -- 78th and Oakley	75,000	26,000
Electrical Facilities Renovation -- 158 W. Erie	<u>75,000</u>	<u>27,000</u>
	\$375,000	\$150,000
TOTAL DELETIONS	\$625,000	

And Adding the Following:

Site Acquisition -- 83rd Street Auto Pound	\$625,000

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

AUTHORITY GRANTED FOR AMENDMENT TO ORDINANCE
AUTHORIZING ISSUANCE OF UNLIMITED
AD VALOREM TAX BONDS FOR SPECIAL
SERVICE AREA SEVEN AND TAX
LEVY TO PAY PRINCIPAL AND
INTEREST ON SAID BONDS.

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

WHEREAS, On August 28, 1986, the City Council of the City of Chicago enacted an ordinance providing for the issuance of *ad valorem* tax bonds of Special Service Area Number Seven in the amount of \$1.8 million and the levy of a direct annual tax sufficient to pay the principal and interest of said bonds; and

WHEREAS, The City of Chicago, in conjunction with the issuance of said bonds, has applied for an Economic Development Administration Grant in the amount of \$2 million, said funds to be used for the provision of special services for the Area designated as Special Service Area Number Seven; and

WHEREAS, In order to receive said Economic Development Administration Grant funds it is necessary that Section 8 of the bond ordinance enacted on August 28, 1986 be amended; and

WHEREAS, The City of Chicago has obtained the required consent of all of the registered owners of the \$1.8 million unlimited *ad valorem* bond issue of Special Service Area Number Seven to amend the terms of Section 8 of said bond ordinance; now, therefore,

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

SECTION 1. The City Council ordinance enacted on August 28, 1986, is hereby amended by deleting the language bracketed and inserting the language in italics as follows:

Section 8. Creation of Funds and Appropriations. From the amounts received upon sale of the Bonds, all principal proceeds shall be deposited into the "Special Service Area Number Seven Project Fund" (the "Project Fund"), hereby created; and disbursements shall be made from the Project Fund only for the purposes for which the Bonds are being issued and for which the principal proceeds are hereby appropriated. The City hereby expressly covenants and agrees that disbursements from the proceeds of the Bonds deposited into the Project Fund shall be made first to pay costs of issuance of the Bonds and thereafter shall be made [only subsequent to the expenditure by the City in full of] *on a substantially pro-rata basis with the proceeds of that certain grant in the aggregate amount of \$2,000,000 for which the City has made application to the Economic Development Administration in connection with the Project.*

SECTION 2. All ordinances, orders, and resolutions or parts thereof in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall be effective upon its passage and publication.

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, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

AUTHORITY GRANTED FOR APPLICATION OF ILLINOIS
DEVELOPMENT ACTION GRANT TO ILLINOIS
DEVELOPMENT FINANCE AUTHORITY
CONCERNING SPECIFIED
PROJECTS.

The Committee on Finance submitted a report recommending that the City Council pass three proposed ordinances transmitted therewith, authorizing applications for Illinois Development Action Grants to the Illinois Development Finance Authority for various projects.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 39.

Nays -- None.

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

Hawthorne Partners.

WHEREAS, In order to develop viable urban communities, the General Assembly of the State of Illinois has created the Illinois Development Action Grant Program, which provides that Illinois Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Hawthorne Partners, an Illinois general partnership, has proposed to acquire and renovate a portion of the former A.T. & T. Hawthorne plant at 4545 West Cermak Road into a 473,600 square feet multiple user manufacturing facility; and

WHEREAS, The proposed project is expected to create 75 construction jobs and 300 new permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development, desires to apply for an Illinois Development Action Grant in the amount of \$1,000,000, to be used along with private funds in the amount of \$3,982,506 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago, an application for an Illinois

Development Action Grant in the amount of \$1,000,000 for partial funding of the Hawthorne Redevelopment Project.

SECTION 2. The Mayor or the Commissioner of the Department of Economic Development is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event the application is approved, the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority, for the partial funding of the Hawthorne Redevelopment Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

McDermott Foundation.

WHEREAS, In order to develop viable urban communities, the General Assembly of the State of Illinois has created the Illinois Development Action Grant Program, which provides that Illinois Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, The McDermott Foundation has proposed to acquire and renovate a building at 932 West Washington and to convert it to a shelter to house 140 dwelling units, a 74 bed detoxification center and to house offices and support facilities; and

WHEREAS, The proposed project is expected to create 20 construction jobs and 17 new permanent jobs as well as retain 18 permanent jobs; and

WHEREAS, The City of Chicago through its Department of Housing desires to apply for an Illinois Development Action Grant in the amount of \$600,000, to be used along with private funds in the amount of \$1,240,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago, an application for an Illinois Development Action Grant in the amount of \$600,000 for partial funding of the McDermott Foundation Project.

SECTION 2. The Mayor or the Commissioner of the Department of Housing is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event the application is approved, the Commissioner of the Department of Housing is hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority, for the partial funding of the McDermott Foundation Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

Hispanic Housing Development Corporation.

WHEREAS, In order to develop viable urban communities, the General Assembly of the State of Illinois has created the Illinois Development Action Grant Program, which provides that Illinois Development Action Grants are available to cities to help fund development projects which promote decent housing and stimulate private investment in urban communities; and

WHEREAS, Hispanic Housing Development Corporation has proposed to develop a 93,000 square foot shopping center on a 6.2 acre site at 1755 North Kostner Avenue; and

WHEREAS, The proposed project is expected to create 110 construction jobs and 225 new full and part-time permanent jobs; and

WHEREAS, The City of Chicago through its Department of Economic Development desires to apply for an Illinois Development Action Grant in the amount of \$1,000,000, to be used along with private funds in the amount of \$5,214,000 to implement and complete the proposed project; now, therefore,

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

SECTION 1. The Mayor is hereby authorized to submit to the Illinois Development Finance Authority on behalf of the City of Chicago, an application for an Illinois Development Action Grant in the amount of \$1,000,000 for partial funding of the Kostner Shopping Center Project.

SECTION 2. The Mayor or the Commissioner of the Department of Economic Development is authorized to act in connection with the application, to give what assurances are necessary and to provide such additional information as may be required by the Illinois Development Finance Authority.

SECTION 3. In the event the application is approved, the Commissioner of the Department of Economic Development is hereby authorized to enter into and execute on behalf of the City of Chicago, an Illinois Development Action Grant Agreement or such other documentation as may be required by the Illinois Development Finance Authority, for the partial funding of the Kostner Shopping Center Project.

SECTION 4. This ordinance shall be effective by and from the date of its passage.

AUTHORITY GRANTED FOR SETTLEMENT OF ATTORNEYS'
FEES AND LITIGATION EXPENSES REGARDING
CASE ENTITLED *KETCHUM V. BYRNE*.

The Committee on Finance submitted a report recommending that the City Council pass a proposed order transmitted therewith, authorizing the Special Assistant Corporation Counsel, Robert J. Vollen, to settle the Political Action Conference of Illinois plaintiffs' petition for attorneys' fees and litigation expenses in the case styled *Ketchum v. Byrne*, authorizing the redistricting of wards in the City of Chicago.

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, Majerczyk, Carter, Langford, Streeter, Kellam, Kelley, Sherman, Garcia, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Mell, Frost, Kotlarz, Giles, Pucinski, Natarus, Oberman, Hansen, Volini, Orr -- 33.

Nays -- Aldermen Vrdolyak, Huels, Burke, Sheahan, Hagopian, Santiago, Banks, Cullerton, Laurino -- 9.

The following is said order as passed:

WHEREAS, The City Council is required to approve settlement agreements in excess of \$100,000; and

WHEREAS, A stipulation agreement for entry of judgment for attorneys' fees and costs, dated September 8, 1986, in the case of *Ketchum v. Byrne* will be submitted to Judge Norgle for his approval; now, therefore,

It Is Hereby Ordered by the City Council of the City of Chicago:

SECTION 1. That the City Council hereby approves the Stipulation for Entry of Judgment for Attorneys' Fees and Costs and Judgment in the case of *Ketchum v. Byrne* as is set forth in Exhibit A attached to this order.

SECTION 2. That this order shall be effective immediately upon passage.

Exhibit A attached to this order reads as follows:

Exhibit "A"

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

MARS KETCHUM, et al.,	)	
	)	
Plaintiffs,	)	
	)	No. 82 C 4085
and	)	No. 82 C 4431
	)	No. 82 C 4820
UNITED STATES OF AMERICA,	)	
	)	CONSOLIDATED
Intervenor-Plaintiff,	)	
	)	
vs.	)	
	)	JUDGE CHARLES R. NORGLÉ
THE CITY COUNCIL OF THE CITY	)	
OF CHICAGO, ILLINOIS	)	
	)	
Defendants,	)	
	)	
and	)	
	)	
JOHN P. DALEY, et al.,	)	
	)	
Intervenor-Defendants.	)	

**STIPULATION FOR ENTRY OF JUDGMENT
FOR ATTORNEYS' FEES AND COSTS**

Defendant the City Council of the City of Chicago (the "City Council"), by its attorney, Special Assistant Corporation Counsel Robert J. Vollen, and the P.A.C.I. plaintiffs, by George F. Galland, Jr., one of their attorneys, hereby stipulate and agree as follows:

1. The Petition of the P.A.C.I. Plaintiffs for Fees and Costs, filed on January 27, 1986, as amended, (the "P.A.C.I. Petition"), seeks "lodestar" attorneys' fees, to be paid to the law firm of Davis, Barnhill & Galland in the amount of \$721,135.75. The P.A.C.I. Petition seeks an enhancement, upward adjustment or multiplier of two times that amount. The P.A.C.I. Petition, as amended, also seeks payment of an additional \$246,102.77 to Davis, Barnhill & Galland for litigation costs and expenses.

2. The Response of the City Council to Plaintiffs' Petitions for Fees and Costs, filed on April 21, 1986, concedes that the P.A.C.I. plaintiffs are entitled to reasonable attorneys' fees and costs, and urges the Court to determine that they are entitled to an amount of fees arrived at by multiplying eighty percent (80%) of their claimed hours by their claimed hourly rates. The Response of the City Council also urges the Court to determine that no multiplier or upward adjustment should be made.

3. In order to avoid further expense and to terminate a major portion of the controversy between them over attorneys' fees, expenses and costs, without further litigation, the P.A.C.I. plaintiffs and the defendant City Council have agreed to a partial settlement, pursuant to which they will seek the entry of a Judgment in the form attached hereto as Exhibit "A" (the "Judgment"), as described hereinafter. The dollar amount set forth in the

Judgment represents ninety-five percent (95%) of the lodestar attorneys' fees requested in the P.A.C.I. Petition, and ninety-five percent (95%) of \$16,777.00, which is the lodestar amount of attorneys' fees for services performed since January 27, 1986, with no multiplier or upward adjustment. In addition, the dollar amount in the Judgment includes \$243,668.27 to reimburse Davis, Barnhill & Galland for the litigation costs and expenses set forth in the P.A.C.I. Petition.

4. The P.A.C.I. plaintiffs shall not seek any attorneys' fees or reimbursement for any costs or expenses in this case, other than those provided for in the Judgment, for work performed prior to or after the date of this Stipulation, provided, however, that P.A.C.I. plaintiffs may seek, and defendant City Council may oppose, fees and expenses for future work to be done in this case on the issue of whether P.A.C.I. plaintiffs are entitled to any enhancement or upward adjustment or multiplier of the lodestar amount paid to P.A.C.I. plaintiffs pursuant to the Judgment.

5. The settlement contained in this Stipulation and the Judgment cannot be effectuated except upon order of the City Council of the City of Chicago. The defendant City Council and the P.A.C.I. plaintiffs shall promptly seek such an order of the City Council and, promptly after it is obtained, shall jointly move the Court to enter Judgment, in the form of the Judgment.

6. If an order of the City Council approving the settlement contained in this Stipulation is not obtained, or if the court does not enter the Judgment, neither the P.A.C.I. plaintiffs nor the defendant City Council are bound by any of the terms of this Stipulation.

7. The P.A.C.I. plaintiffs and the defendant City Council have not reached agreement on or settled the issue of whether any enhancement or upward adjustment or multiplier of the lodestar attorneys' fees to be paid to P.A.C.I. plaintiffs is appropriate. However, they have jointly moved the Court to defer ruling on that issue until after the United States Supreme Court renders a decision in *Pennsylvania v. Delaware Valley Citizens' Council for Clean Air*, No. 85-5, following reargument pursuant to the July 2, 1986 Supreme Court decision in that case. On July 30, 1986, the Court granted that joint motion. Accordingly, this Stipulation is without prejudice to the claims of P.A.C.I. plaintiffs for an enhancement, multiplier or upward adjustment and without prejudice to the opposition of the defendant City Council to those claims.

DATED: September 8, 1986

[Signature forms omitted for printing purposes.]

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS EASTERN
DIVISION.

MARS KETCHUM, et al.,	)	
	)	
Plaintiffs,	)	
	)	No. 82 C 4085
and	)	No. 82 C 4431
	)	No. 82 C 4820
UNITED STATES OF AMERICA,	)	
	)	CONSOLIDATED
Intervenor-Plaintiff,	)	
	)	
vs.	)	
	)	JUDGE CHARLES R. NORGLÉ
THE CITY COUNCIL OF THE CITY	)	
OF CHICAGO, ILLINOIS	)	
	)	
Defendants,	)	
	)	
and	)	
	)	
JOHN P. DALEY, et al.,	)	
	)	
Intervenor-Defendants.	)	

JUDGMENT

THIS CAUSE COMING on to be heard on the Stipulation for Entry of Judgment for Attorneys' Fees and Costs, dated September 8, 1986, between the P.A.C.I. plaintiffs and the defendant City Council of the City of Chicago, by their respective attorneys, and the Court being fully advised in the premises.

IT IS HEREBY ORDERED that Judgment, for attorneys' fees, costs and litigation expenses, be and is hereby entered in favor of the P.A.C.I. plaintiffs in the amount of \$944,685.38; said amount to be paid directly to the law firm of Davis, Barnhill & Galland by the City of Chicago through its "tort judgment fund". The case in which this Judgment is entered involves injunctive relief only, pursuant to Orders entered on December 27, 1985 and December 30, 1985.

IT IS FURTHER ORDERED that this Judgment is without prejudice to any claim by the P.A.C.I. plaintiffs, for enhancement, multiplier or upward adjustment of the lodestar attorneys' fees to which they are entitled or to any opposition of the defendant City Council to such claims.

ENTER:

CHARLES RONALD NORGLÉ, Judge
U.S. DISTRICT COURT

DATED: _____

CORPORATION COUNSEL AUTHORIZED TO EXECUTE CERTAIN
SETTLEMENT AGREEMENTS OR ENTER INTO
CONSENT ORDERS.

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

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Irene McKinney, Administrator of the Estate of Willie McKinney, Jr., Deceased, as Administrator and in her behalf v. Curtis Danzy*, 85 C 7961, in the amount of \$125,000.

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, *Gertrude Draheim v. City of Chicago*, 84 L 4033, in the amount of \$210,000.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

AUTHORITY GRANTED FOR INSTALLATION OF ALLEY/STREET
LIGHTS AT SUNDRY LOCATIONS.

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

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of a street light at 400 North Avers Avenue.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of an "alley light" at the rear of 12722 South Wallace Street.

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the erection of a "street light" on the north side of East 134th Street and South Corliss Avenue.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 39.

Nays -- None.

*AUTHORITY GRANTED FOR ISSUANCE OF FREE PERMITS,
LICENSE FEE EXEMPTIONS, CANCELLATION OF
WATER RATES AND REFUND OF VARIOUS
FEES FOR CERTAIN CHARITABLE,
EDUCATIONAL AND RELIGIOUS
INSTITUTIONS.*

The Committee on Finance to which had been referred (April 9, July 29 and September 24, 1986) sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, cancellation of water rates and refund of various fees 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, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 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.

LaRabida Children's Hospital and Research 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 LaRabida Children's Hospital and Research Center, East 65th Street at Lake Michigan, for monthly electrical maintenance (Illinois J. Livingston Co.) on the premises known as East 65th Street at Lake Michigan.

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.

McDermott Foundation, 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 the McDermott Foundation, Inc., 120 West Huron Street, for alterations and rehabilitation of wings "B" and "C" for transient hotel on the premises known as 932 West Washington Boulevard.

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

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

New Bethlehem Number 4 M. B. 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 New Bethlehem No. 4 M.B. Church, 8850 South Cottage Grove Avenue for construction of a new church on the premises known as 8850 South Cottage Grove Avenue.

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

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

Northeastern Illinois University.

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 Northeastern Illinois University, 5500 North St. Louis Avenue for maintenance and repair of existing lighting and equipment on the premises known as Day Care Center/4008 West Rosemont Avenue; and Art Center/5101 North Kimball Avenue.

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

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

LICENSE FEE EXEMPTIONS.

Day Care Centers.

Accounters Community Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

Accounters Community Center
1155 West 81st Street.

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

A Wonderful Development Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

A Wonderful Development Day Care Center
12803 South Halsted Street...

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

Chase House, Incorporated.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

Chase House, Inc.
211 South Ashland Boulevard.

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

Christopher House Day Care Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

Christopher House Day Care Center
1100 West Lawrence Avenue.

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

Two Early Childhood Development Center.

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

SECTION 1. Pursuant to Section 158-4 of the Municipal Code of Chicago and in accordance with favorable investigation by the Board of Health, the following day care center, which is not operated for gain but where a charge is made for the care of children, is hereby exempted from payment of the license fee for the current license period, which expires April 30, 1987:

Two Early Childhood Development Center
6450 South Champlain Avenue.

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

CANCELLATION OF EXISTING WATER RATES.

Lakeview O.T.D. Pentacostal Church.

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

SECTION 1. Pursuant to Section 185-47 of the Municipal Code of Chicago, the Commissioner of Water is hereby authorized and directed to cancel all existing water rates assessed against the Lakeview O.T.D. Pentacostal Church, 1710 West Cornelia Avenue.

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

REFUND OF VARIOUS FEES.

Catholic Charities.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$14,637.00 to the Catholic Charities, 721 North LaSalle Street/Norman A. Koglin Associates, Ltd., 111 West Monroe Street, Chicago, representing payment of fee for Permit No. B-669097 for alterations and rehabilitation of wings "B" and "C" in the McDermott Center, 932 West Washington Boulevard.

Habilitative System, Incorporated.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$100.00 to the Habilitative System, Inc., 415 South Kilpatrick Avenue, representing payment of Food Dispenser license fee for the second half of year 1986.

North Austin Lutheran Church.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of \$1,324.24 to the North Austin Lutheran Church, 1500 North Mason Avenue, representing payment of Permit No. 670605 for August 14, 1986.

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 September 8 and 24, 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 proposed substitute order:

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

Name and Address	Warrant Number and Type of Inspection	Amount
Augustana Hospital (sundry locations)	A1-602249	\$210.00
	A1-602263	30.00
	A1-602264	30.00
	A1-602306	90.00
	A1-602324 (Elev.)	165.00
Catholic Archdiocese 155 East Superior Street	A1-607168 (Elev.)	90.00
Cook County Construction Maintenance, 2323 South Rockwell Street	A1-602033 (Elev.)	672.00
Council for Jewish Elderly 2809 West Jarvis Avenue	D3-686300 (Sign)	290.00
Guardian Angel Day Nursery 4600 South McDowell Avenue	A1-604108 (Elev.)	30.00

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Name and Address	Warrant Number and Type of Inspection	Amount
Illinois College of Podiatry 1001 North Dearborn Street	A1-600153	\$192.00
	A1-607050	192.00
	(Elev.)	
Immaculate Conception Church 1431 North North Park Avenue	A1-601095	30.00
	A1-606706	30.00
	(Elev.)	
Immaculate Conception Convent 8731 South Exchange Avenue	B1-608447 (Bldg. Insp.)	23.00
Little Sisters of the Poor (sundry locations)	A1-602380	120.00
	A1-602393	60.00
	(Elev.)	
Medill Avenue Luthern Church 4917 West Medill Avenue	P1-40977 (Fuel Burn. Equip.)	58.00
Nativity of Our Lord Church 653 West 37th Street	A1-603921 (Elev.)	30.00
Polish American Congress 5844 North Milwaukee Avenue	F5-600709 (Canopy)	50.00
Rehabilitation Institute of Chicago, 345 East Superior Street	A1-605243 (Elev.)	330.00
Resurrection Hospital (sundry locations)	A1-600279	180.00
	A1-600289	30.00
	A1-600290	390.00
	A1-600291 (Elev.)	60.00
Saint Benedict Church 2215 West Irving Park Road	A1-604403	30.00
	A1-604786	30.00
	(Elev.)	
Saint Bronislava Church, 8708 South Colfax Avenue	B1-607385 (Bldg. Insp.)	23.00
Saints Cyril & Methodius	No. 1 Delta-Fire and	30.00

Name and Address	Warrant Number and Type of Inspection	Amount
4244 West Walton Street	Water Tube Boiler (Spec. Intrn. Insp.)	
Saint Jerome's Rectory	A1-409935	\$23.00
1709 West Lunt Avenue	A1-600098	30.00
	A1-607249 (Elev.)	30.00
Saint Mary Magdalene Rectory	B1-606100	23.00
8425 South Saginaw Avenue	(Bldg. Insp.)	
Saint Mary of Nazareth Hospital	A1-602424	450.00
Center, 2233 West Division Street	(Elev.)	
Saint Peter's Church	A1-602937	120.00
108 West Madison Street	(Elev.)	
Society of Helpers	A1-603981	60.00
303 West Barry Avenue	(Elev.)	
Washington and Jane Smith Home	A1-600575	180.00
2340 West 113th Place	(Elev.)	
	C2-637449	240.00
	(Refrg. Insp.)	
Louis A. Weiss Memorial Hospital	A1-605811	99.00
4646 North Marine Drive	(Elev.)	

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Huels, Burke, Carter, Langford, Streeter, Sheahan, Kelley, Garcia, Krystyniak, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Kotlarz, Banks, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said order as passed:

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

[Regular order printed on page 34419 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 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 34420 of this Journal.]

Failed to Pass -- AUTHORITY FOR CORPORATION COUNSEL
TO EXECUTE SETTLEMENT IN CASE ENTITLED
STEWART V. CITY OF CHICAGO, ET AL.

The Committee on Finance submitted the following report:

CHICAGO, October 6, 1986.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred one (1) order concerning the authority of the Corporation Counsel to enter into and execute a consent decree or settlement agreement in the case entitled *Stewart v. City of Chicago, et al.*, 84C 4951, in the amount of \$150,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *do not pass* the proposed order 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.

Alderman Smith moved to re-refer the said proposed order to the Committee on Finance. The motion was lost by yeas and nays as follows:

Yeas -- Aldermen Rush, Evans, Bloom, Sawyer, Beavers, Carter, Langford, Streeter, Kelley, Sherman, Garcia, Henry, Smith, D. Davis, Santiago, Frost, Giles, Natarus, Oberman, Volini, Orr -- 21.

Nays -- Aldermen Roti, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Kellam, Sheahan, Soliz, Gutierrez, W. Davis, Hagopian, Mell, Banks, Cullerton, Laurino, O'Connor, Pucinski, Hansen, McLaughlin, Orbach, Schulter -- 22.

Alderman Burke then moved to *Concur In* the committee's *Do Not Pass* recommendation. The motion *Prevailed* by yeas and nays as follows:

(Continued on page 34421)

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REPORT TIME 10:31:17
PROGRAM PPRO70

CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/06/86

REGULAR ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
AMARI JR	LOUIS V	ELEVENTH DISTRICT	3/15/86	40.00
BARZYTLO	GEORGE	POLICE OFFICER	2/16/86	25.00
BELL	KENNETH	DETECTIVE DIV AREA 1 PROPERTY	2/04/86	25.00
BERNADZIKOWSKI	THAMIEUS	TWENTY-SECOND DISTRICT	4/03/86	245.50
BRASIC	CARL	SIXTEENTH DISTRICT	5/15/86	88.00
BRAZEL	MICHAEL D	TWENTY-FIFTH DISTRICT	5/12/86	25.00
BURKART	ROBERT E	THIRTEENTH DISTRICT	2/11/86	164.00
CISCO JR	CARLOS E	YOUTH DIVISION AREA SIX	5/07/86	191.00
COSTANZO	ANNOLD	THIRTEENTH DISTRICT	5/27/86	57.00
DELEON	BARBARA H	SEVENTH DISTRICT	5/29/86	80.00
GRANBERG	FREIDIE	THIRTEENTH DISTRICT	2/14/86	15.00
HAKKINS	MICHAEL E	PUBLIC TRANSPORTATION M.T.B.	5/22/86	98.00
JACKSON	MARK T	FIFTEENTH DISTRICT	5/30/86	143.00
LYONS	VENIETTA J	RECRUIT TRAINING	1/24/86	41.00
MANERUM	GAIL	FOURTEENTH DISTRICT	5/30/86	31.00
MOIZNY	THOMAS J	YOUTH DIVISION AREA ONE	5/21/86	75.00
GIBBONS	EMWIN	FOURTEENTH DISTRICT	5/02/86	245.10
HOLMES	MAURICE	ENGINE COMPANY 121	4/29/86	110.00
KELLER	JOHN	ENGINE COMPANY 101	10/31/85	350.00
LIBERTO	VINCENT	TRUCK 12	2/12/86	238.00
MAHON	ORAH	ENGINE COMPANY 101	2/12/86	70.00
MAHONEY	CLARENCE	ENGINE COMPANY 20	1/31/86	87.75
MCCLORY	FRANK	ENGINE COMPANY 7	2/19/86	118.50
MESCH	MICHAEL	ENGINE COMPANY 99	1/21/86	186.65
MILLER	EDMUND	SQUAD 5	8/19/85	319.34
MURKAY-SPEER	THOMAS R	ENGINE COMPANY 44	10/04/85	172.00
RICKARD	DANIEL	ENGINE COMPANY 98	1/31/86	960.00
RICKERT	BERRY	ENGINE COMPANY 42	1/26/86	206.35
ROGEL	EDWARD	PARAMEDIC	1/13/86	230.05
SCHETZ	PHILLIP	PARAMEDIC	3/04/86	186.69
SHEPPARD	MICHAEL J	TRUCK 34	10/24/85	78.00
STEWART	DONALD	EMS DISTRICT 6 HEADQUARTERS & R	11/12/86	93.40
ZEEMER	JESSE F	SQUAD 1	1/08/86	47.25
ZOLNA	GILBERT	DISTRICT HEADQUARTERS 1	2/03/85	151.00
	ROBERT	TRUCK 17	11/30/85	296.00
		DISTRICT RELIEF 5	11/06/85	15.00
				14.00

IDENTIFIED BY
OPERATOR---SUE

REPORT DATE 10/01/86

CITY OF CHICAGO

PAGE 1

REPORT DATE 10/01/86
PROGRAM -- PPRO70

CITY COUNCIL ORDERS
COUNCIL MEETING OF 10/06/86

OPERATOR--SUE

THIRD PARTY ORDERS

***** EMPLOYEE NAME *****	***** RANK *****	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALSTON	RONALD W	POLICE OFFICER	4/04/86	129.00
ANDERSON	MARTIN	POLICE OFFICER	3/20/86	72.00
CAGE	HOSEA	POLICE OFFICER	2/02/86	937.35
CURDY	MARILYN R	POLICE OFFICER	2/05/86	121.00
DUVERTON	SUSAN P	POLICE OFFICER	11/25/84	22413.17
GENOVA	JOHN	PARAMEDIC	9/17/85	461.00

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(Continued from page 34418)

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, Hagopian, Santiago, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 43.

Nays -- Aldermen Bloom, D. Davis, Oberman -- 3.

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

Said order, which failed to pass, reads as follows:

Ordered, That the Corporation Counsel is hereby authorized and directed to execute a settlement agreement or enter into a consent decree in a lawsuit entitled, Stewart v. City of Chicago et al, 84 C 4951 in the amount of \$150,000.

Placed on File -- REPORT OF SETTLEMENT OF SUITS
AGAINST CITY DURING MONTH OF
AUGUST, 1986.

The Committee on Finance submitted a report recommending that the City Council *Place on File* a communication from the Department of Law concerning matters in which cases were settled and/or judgments entered for the month of August, 1986.

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

COMMITTEE ON THE BUDGET.

TRANSFER OF FUNDS AUTHORIZED IN BUREAU OF FORESTRY.

The Committee on the Budget 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 of 1986. This transfer will leave sufficient unencumbered appropriations for the refurbishing of seven (7) aerial towers for the Bureau of Forestry's Expanded Tree Trimming Program.

FROM:

Account	Number	Amount
Repair or Maintenance of Equipment	100-5812-162	\$315,000

TO:

Account	Number	Amount
Machinery and Equipment	100-5812-400	\$315,000

SECTION 2. That the sole purpose of this transfer of funds is for refurbishing of seven (7) aerial towers in the Bureau of Forestry's Expanded Tree Trimming Program.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT
OF ECONOMIC DEVELOPMENT.

The Committee on the Budget 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 of 1986. This transfer will leave sufficient unencumbered appropriations for the funding of the City's reconstituted Economic Development Commission.

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FROM:

Account	Number	Amount
Repair Parts and Materials	100-1170-360	\$2,700
Office Machines	100-1170-422	\$2,497

TO:

Account	Number	Amount
Other Professional and Technical Services	100-1170-149	\$5,197

FROM:

Account	Number	Amount
Automobile Allowance-Mileage Basis	100-1170-224	\$263
Reimbursement to Travelers	100-1170-245	\$6,950
Local Transportation	100-1170-270	\$2,398
Gasoline	100-1170-320	\$1,199
Books and Related Materials	100-1170-348	\$3,700
Stationery and Office Supplies	100-1170-350	\$11,097

TO:

Account	Number	Amount
Other Professional and Technical Services	100-1170-149	\$25,607

FROM:

Account	Number	Amount
Salaries and Wages-on Payroll	100-1170-005	\$11,286

FROM:

Account	Number	Amount
Schedule Salary	100-1170-015	\$1,812
Office Conveniences	100-1170-126	\$500
Publications	100-1170-150	\$3,000
Advertising	100-1170-152	\$5,600
Rental and Property	100-1170-155	\$22,000

TO:

Account	Number	Amount
Other Professional and Technical Services	100-1170-149	\$44,198

SECTION 2. That the sole purpose of this transfer of funds is for the funding of the City's reconstituted Economic Development Commission.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN DEPARTMENT
OF CONSUMER SERVICES.

The Committee on the Budget 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 of 1986. This transfer will leave sufficient unencumbered appropriations for the repair and maintenance of vehicles in the Department of Consumer Services.

FROM:

Account	Number	Amount
Automobile Allowance Schedule Rate	100-4511-228	\$5,000

TO:

Account	Number	Amount
Maintenance of City Vehicle	100-4511-176	\$5,000

SECTION 2. That the sole purpose of this transfer of funds is for the repair and maintenance of vehicles in the Department of Consumer Services.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN BOARD
OF ELECTIONS.

The Committee on the Budget 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 of 1986. The transfer will leave sufficient unencumbered appropriations for overtime and hiring extra clerks in the Board of Elections.

FROM:

Account	Number	Amount
Publications	100-1910-150	\$200,000
Rental of Polling Places	100-1910-154	\$100,000
Equipment and Service Rental	100-1910-157	\$50,000

TO:

Account	Number	Amount
Overtime	100-1910-020	\$80,000
Extra Clerk Hire	100-1910-055	\$200,000

SECTION 2. That the sole purpose of this transfer of funds is for overtime and extra clerks in the Board of Elections.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN CITY COUNCIL
COMMITTEE ON PORTS, WHARVES AND BRIDGES.

The Committee on the Budget 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
Personal	100-1266-000	\$4,000

TO:

Account	Number	Amount
Commodities	100-1266-300	\$4,000

SECTION 2. That the sole purpose of this transfer of funds is to provide funding for the purchase of necessary equipment.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

TRANSFER OF FUNDS AUTHORIZED IN CITY COUNCIL
COMMITTEE ON ZONING.

The Committee on the Budget 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
Travel	100-1274-200	\$1,000.00
Contractual Services	100-1274-100	\$67.65

TO:

Account	Number	Amount
Commodities	100-1274-300	\$1,067.65

SECTION 2. That the sole purpose of this transfer of funds is to provide funds for the payment of general office supplies and maintenance of office equipment.

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

On motion of Alderman Evans, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON BUILDINGS.

Action Deferred -- AMENDMENT OF MUNICIPAL CODE
CHAPTERS 82 AND 83 CONCERNING
USE OF PLASTIC PIPE.

The Committee on Buildings submitted the following report, which was, on motion of Alderman Roti, Alderman Cullerton and Alderman Stone, *Deferred* and ordered published.

CHICAGO, October 6, 1986.

To the President and Members of the City Council:

Your Committee on Buildings having had under consideration a proposed ordinance (which was referred on April 9, 1986) to amend Chapter 30 of the Municipal Code of Chicago to add Chapter 82-30 to allow the use of plastic pipes, begs leave to recommend that Your Honorable Body *Pass* the said substitute ordinances which are transmitted herewith.

This recommendation was concurred in by 7 of the members of the committee with 3 dissenting votes.

Respectfully submitted,
(Signed) FRED B. ROTI,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Chapter 82, Section 82-30

(Soil, Waste and Venting Ordinance).

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 in proper numerical sequence a new Section 82-30 to read in italics as follows:

82-30. Any new building to be constructed or existing building to be repaired or rehabilitated, and used exclusively for family unit occupancy, which does not exceed four stories in height may use plastic piping drain, waste and vent pipe and fittings composed of poly (vinyl chloride) (P.V.C.) or acrylonitrile butadiene styrene (A.B.S.) for above ground piping for soil, waste and venting systems.

Materials specified in this section shall be used in accordance with the following A.S.T.M. standards:

<i>Material</i>	<i>Standard</i>
<i>Acrylonitrile butadiene styrene (A.B.S.)</i>	<i>A.S.T.M. D 2661-95a A.S.T.M. F 628-85:</i>
<i>Poly (vinyl chloride) (P.V.C.)</i>	<i>A.S.T.M. D 2665-85:</i>

The provisions of this section shall supersede and apply to the circumstances described herein without regard to the requirements of other provisions of the Municipal Code.

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

Chapter 83, Section 83-54.1

(Hot and Cold Water Piping Ordinance).

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

SECTION 1. The Municipal Code of the City of Chicago be and hereby is amended by adding to Chapter 83, in proper numerical sequence, a new Section 83-54.1 to read in italics as follows:

83-54.1 Any new building to be constructed, or existing building to be repaired or rehabilitated, and used exclusively for family unit occupancy, which does not exceed four stories in height, may use plastic piping composed of chlorinated poly (vinyl chloride) (C.P.V.C.) or polybutylene (P.B.) for above ground piping for cold water systems or hot water pipes.

Material specified in this section shall only be used in accordance with the following A.S.T.M. standards:

<i>Material</i>	<i>Standard</i>
<i>Chlorinated poly (vinyl chloride) (C.P.V.C.)</i>	<i>A.S.T.M. D 2846-82:</i>
<i>Polybutylene (P.B.)</i>	<i>A.S.T.M. D 3309-85b:</i>

In the event the plastic pipe is used totally or partially in the water supply system, adequate electrical grounding requirements must be provided in accordance with Section 87-250.81. The provisions of this section shall supersede and apply to the circumstances described herein without regard to the requirements of other provisions of the Municipal Code.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

**COMMITTEE ON COMMUNITY MAINTENANCE
AND DEVELOPMENT.**

**AUTHORITY GRANTED FOR ADDITIONAL COMMUNITY
DEVELOPMENT BLOCK GRANT FUNDS FOR WEST
SIDE SIDEWALK RAMPS PROJECT.**

The Committee on Community Maintenance and Development submitted the following report:

CHICAGO, October 6, 1986.

To the President and Members of the City Council:

Your Committee on Community Maintenance and Development, having had under consideration a resolution calling for an additional \$150.00 C.D.B.G. funds to supplement the Year XI Budget of \$385,000 allocated by the City, in order to award the contract and begin work on the West Side Sidewalk Ramps Project (sidewalk ramps for the disabled at approximately 600 identified locations on the West Side), begs leave to recommend that Your Honorable Body *Pass* the said resolution, which is transmitted herewith.

This recommendation was concurred in unanimously by the members of the committee.

Respectfully submitted,
(Signed) WILSON FROST,
Chairman.

On motion of Alderman Frost, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City Council of the City of Chicago passed an ordinance on July 9, 1986, which set forth procedures for the Community Development Block Grant Program requiring that the City shall not reprogram funds in excess of \$7,500

appropriated for any object or purpose set forth in the Community Development Block Grant ordinance or allocations from prior block grants without the approval of the City Council; and

WHEREAS, The City has allocated \$385,000 of Year XI Community Development Block Grant funds to the Removal of Architectural Barriers Program of the Department of Public Works to improve accessibility of the public ways for people who are disabled; and

WHEREAS, The Commissioners of the Department of Public Works and the Department on Aging and Disability deem it desirable to construct sidewalk ramps for the disabled at identified locations on the West Side; and

WHEREAS, The Commissioner of Public Works requests that an additional \$150,000 in Community Development Block Grant funds be reprogrammed for the Removal of Architectural Barriers Program to supplement the existing budget in order to fully fund the contract for construction of sidewalk ramps for the disabled at approximately 600 identified locations on the West Side; and

WHEREAS, \$150,000 in salvage funds had been identified; now, therefore,

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

SECTION 1. The sum of \$150,000 in Community Development Block Grant salvage funds is hereby reprogrammed to the Year XI Removal of Architectural Barriers Program of the Department of Public Works to provide \$535,000 for the construction of sidewalks for the disabled.

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

COMMITTEE ON LAND ACQUISITION, DISPOSITION AND LEASES.

ACQUISITION SETTLEMENT FOR PROPERTY LOCATED AT 4559 -- 4605 SOUTH WOODLAWN AVENUE.

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

WHEREAS, The City of Chicago has filed a lien to recoup demolition costs against the real property located at 4559 to 4605 South Woodlawn Avenue, Chicago, Illinois; and

WHEREAS, The owner of said property, Hizer Perlant, has offered to deliver a deed to the City of Chicago free and clear of all other liens and encumbrances in lieu of foreclosure of the above demolition lien for a consideration of \$36,749.56; and

WHEREAS, The above real property is located within an area bounded by South Woodlawn Avenue, South Lake Park Avenue and East 46th Street which is being redeveloped by the Kenwood-Oakland Community Organization with approximately seventy (70) townhouses at a total project cost of approximately \$6 million which is funded, in part, by a Housing Development Action Grant from the U. S. Department of Housing and Urban Development; and

WHEREAS, Acceptance of a deed by the City of Chicago in lieu of foreclosure will permit the City to make the subject property available to the Kenwood- Oakland Community Organization for redevelopment under such terms and for such consideration as this body may establish by ordinance; now, therefore,

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

SECTION 1. The acceptance of a deed in lieu of foreclosure of the lien in favor of the City of Chicago upon the property located at 4559 to 4605 South Woodlawn Avenue upon the payment to the owner of the amount of (\$36,749.56) is hereby approved.

SECTION 2. The acceptance of such a deed is subject to the approval of the Corporation Counsel as to the condition of the title and the form of the conveyance.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

SALE OF CITY-OWNED VACANT PROPERTY LOCATED AT
4559 -- 4605 SOUTH WOODLAWN AVENUE TO
KENWOOD-OAKLAND DEVELOPMENT
CORPORATION.

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

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

SECTION 1. That pursuant to the powers and authority granted under Article VII of the Constitution of the State of Illinois of 1970, and the home rule powers granted thereunder the City of Chicago, a Home Rule Unit, does hereby authorize and approve the sale of the vacant parcel of real property described herein, which is owned by the City of Chicago, to the Kenwood Oakland Community Development Corporation, 1236 East 46th Street, Chicago, Illinois 60653.

Address: 4559-4605 South Woodlawn Avenue

Amount: \$62,000.00

Permanent Tax No. 20-02-
402-013

Legal Description.

Lot 27 (except the South 5 feet thereof) and all of Lots 28, 29, 30 and 31 in Henry J. Furber's Woodlawn and Lake Avenue Subdivision in the Southeast Fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

SECTION 2. That upon payment to the City of Chicago of the consideration cited herein the Mayor is authorized to execute a quitclaim deed conveying said parcel of real property to the Kenwood Oakland Community Development Corporation 1236 East 46th Street, Chicago, Illinois with the City Clerk attesting to said conveyances.

SECTION 3. This ordinance shall be effective upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

APPROVAL GIVEN FOR SETTLEMENT AND ACCEPTANCE
OF EASEMENT AGREEMENT FOR APPROACH AREA
OF RUNWAY 13R-31L AT MIDWAY AIRPORT.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance authorizing the acquisition of an underground cable easement.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, By ordinance dated April 25, 1985, at page 15648 of the Council Journal, the City Council of the City of Chicago approved the acquisition of an underground cable easement for the operation of a light station as part of the Midway Airport Approach System over a portion of the following legally described premises:

the South 24 feet of that part of Lot 44 and that part of Lot 45 lying West of the Right of Way of the Indiana Harbor Belt Railroad in the subdivision of that part of the south-west 1/4 of Section 8, Township 38 North, Range 13 East of the Third Principal Meridian lying south of the center line of Archer Avenue in Cook County, Illinois

; and

WHEREAS, The property owner has accepted the amount of the City of Chicago's offer; and

WHEREAS, The acquisition price has been approved by the Federal Aviation Authority, who will pay 90% of the cost of acquisition; now, therefore,

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

SECTION 1. The easement agreement for the acquisition of the underground cable easement, which is attached hereto and made part hereof, is hereby approved.

SECTION 2. The acquisition price of One Thousand Seventy Dollars (\$1,070.00) is hereby approved.

SECTION 3. The Commissioner of Aviation is authorized and directed to execute said easement agreement and is further directed to record said instrument upon payment of the purchase price.

SECTION 4. That the City Comptroller is hereby directed and ordered to pay the said acquisition price from Fund No. 623-8653-540 to the named grantor.

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

Grant of Easement attached to this ordinance reads as follows:

Grant of Easement.

This Indenture made this 31st day of December, 1985, between Raymond F. Dloughy and Betty B. Dloughy, as joint tenants, of 4921 South LaCrosse, Chicago, Illinois 60638, hereinafter referred to as the Grantors and the City of Chicago, a municipal corporation of the State of Illinois, 121 North LaSalle Street, Chicago, Illinois, hereinafter referred to as the Grantee.

Witnesseth:

That the Grantors, for and in consideration of One Thousand Seventy Dollars (\$1,070.00) and in further consideration of Grantee keeping and performing the covenants and conditions hereinafter stated, does hereby grant unto Grantee, its successors and assigns, a perpetual easement on, under or over that portion of the following described land, which Grantors own in fee simple, designated as Parcel 6II legally described as follows:

The South 24 Feet Of That Part Of Lot 44 And That Part Of Lot 45 Lying West Of The Right Of Way Of The Indiana Harbor Belt Railroad In The Subdivision Of That Part Of The Southwest 1/4 Of Section 8, Township 38 North, Range 13 East Of The Third Principle Meridian, Lying South Of The Center Line Of Archer Avenue, In Cook County, Illinois,

lying within the approach area of the Runway 13R-31L of Chicago Midway Airport, for the purposes of establishing a Runway Approach Light System including light poles and cables, hereinafter referred to as the Light System:

An easement for an existing underground cable generally described as follows:

Beginning At A Point Approximately 15 Feet East Of A Point On The West Line Of Lot 44 And 24 Feet North Of The South Line Of Said Lot 44; Thence South 6 Feet; Thence In An Easterly Direction Approximately 27 Feet; Thence In A Southeasterly Direction A Distance Of Approximately 60 Feet To The Right Of Way Of The Indiana Harbor Belt Railroad.

Subject to Adjustment by Actual Survey.

1. For the use and benefit of the public, the right to establish, install, construct, use, maintain, replace, alter, repair and operate as part of said Light System, the underground cable easement to Runway 13R-31L of said Midway Airport, together with the right of flight and other such incidence of flight as may be inherent in the operation of aircraft over said easement taking off from, landing at or operating on said Midway Airport.

2. Grantee shall have the continuing and perpetual right to enter upon the land of Grantors and remove, raze or destroy those portions of structures or objects, or to cut and remove trees, bushes, shrubs or other growth that encroaches and interferes with the operation and maintenance of said Light System. Provided, however, that this section shall not apply to trade or advertising signs existing prior to the installation of said Light System as described in Section 2.

3. Grantee shall have the continuing and perpetual right of ingress and egress for the above purposes and to maintain, replace, alter and repair said Light System.

4. Grantee shall restore and return Grantor's surrounding property to its original condition if said property is damaged or disturbed by the Grantee's establishment, installation, construction, use, maintenance, alteration, replacement, repair, operation, and removal of said Light System.

5. Grantee shall at its own costs remove said Light System within 30 days of abandonment of said system. Notice of abandonment shall be given by Grantee to Grantors 30 days prior to said abandonment.

6. Grantee also covenants and agrees to indemnify, defend and save harmless Grantors from and against all cost and expense arising from, or in connection with any and all losses, damages, detriments, suits, claims, demands, costs and charges which Grantors may directly or indirectly suffer, sustain, or be subjected to by reasons of the establishment, installation, construction, use, maintenance, replacement, alteration, repair, operation, or removal of the Light System on, under, over, or from the property of Grantors, whether such damage be suffered or sustained by Grantors directly, or by its employees, patrons, or licensees, or other persons or entities, including Grantee its employees and agents, who may seek to hold Grantors liable therefor, except when proved by Grantee to be due directly to the negligence of Grantors.

7. The City hereby reserves the right to transfer its authority to establish, install, construct, use, maintain, repair, replace and operate said light system to the Federal Aviation Authority or any other state, regional, or local agency or commission in existence or subsequently created and established which assumes operation, control, and/or jurisdiction over Chicago Midway Airport.

8. This agreement is conditioned upon the acceptance and approval of the City Council of the City of Chicago.

9. All notices required to be given under this agreement shall be directed, in writing, to the Grantor, at 4921 South LaCrosse, Chicago, Illinois 60638, and to the

Grantee, directed to the Department of Law, Room 511, City Hall, 121 North LaSalle Street, Chicago, Illinois 60602.

10. This agreement shall be executed in triplicate, each of which is to be deemed an original.

To have and to hold said easement and all rights appertaining thereto in perpetuity unto the Grantee, its successors and assigns until said Chicago Midway Airport shall be abandoned and shall cease to be used for public purposes.

It is understood and agreed that these covenants and agreements shall run with the land and shall be binding upon the heirs, administrators, executors and assigns of the Grantors.

[Signature forms omitted for printing purposes.]

STATE OF)
COUNTY OF)

I, Susan Richards, a notary public in and for the County of Cook, State of Illinois, hereby certify that Raymond Dloughy and Betty Dloughy personally known to me signed this instrument before me as a free and voluntary act.

GIVEN under my hand and notarial seal this 13th day of January, 1986.

Susan Richards
Notary Public

My Commission Expires:

5-17-86

THIS INSTRUMENT PREPARED BY:

Scott T. Nierman
Assistant Corporation
Counsel
Room 511, City Hall
121 North La Salle Street
Chicago, Illinois 60602

ADDRESS OF PROPERTY:

5931 South Archer Avenue
Chicago, Illinois 60638

PERMANENT INDEX NUMBER:

19-08-428-060

ACQUISITION OF PROPERTY LOCATED AT NORTHWEST
CORNER OF SOUTH SHORE DRIVE AND EAST
79TH STREET.

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

WHEREAS, On November 6, 1985, Council Journal pages 21710-11-12, the City Council of the City of Chicago ordained that it is useful, desirable and necessary to the City of Chicago that said City acquire property for the Intersection Improvement of South Shore Drive and East 79th Street, payment for said property to be made from Fund 710-1615-151; and

WHEREAS, Parcel 1 is located at the northwest corner of 79th Street and South Shore Drive and legally described as stated in Exhibit A, which is attached hereto and incorporated by reference herein; and

WHEREAS, The owner of the property is the Amoco Oil Company; and

WHEREAS, The Commissioner of Public Works was by said ordinance authorized to negotiate for the acquisition of this parcel; and

WHEREAS, An agreement had been made with the owner of Parcel 1 for the acquiring of said parcel for the sum of \$7,200.00; and

WHEREAS, Upon such payment, the City of Chicago shall be vested with fee simple absolute title to said real property; now, therefore,

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

SECTION 1. The City Comptroller and City Treasurer are hereby authorized and directed to pay to the owner or owners, the sum of \$7,200.00 with accrued interest and court costs, if any, when approved by the Commissioner of Public Works.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

COMMISSIONER OF PUBLIC WORKS AUTHORIZED TO
NEGOTIATE FOR ACQUISITION OF PROPERTY
NECESSARY TO MAINTAIN CLEAR ZONE
AT MIDWAY AIRPORT.

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

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

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary to the City of Chicago that said City acquire for public use for the Department of Aviation the following described property in order to maintain a clear zone at Midway Airport; said property being located near said Airport. Payment of the property is to be made under fund Number 623-8653-540-6.

Parcel 47

The East 260 feet of West 293 feet of the Southeast quarter (S.E. 1/4) of Section 9, Township 38 North, Range 13 East of the Third Principal Meridian, lying South of the South line of the right of way of the Chicago and Western Indiana Railroad and lying North of the North 333 feet thereof. Commonly known as 5401 to 5413 South Laramie Avenue.

Parcel 48

A parcel of land in the Southwest quarter (S.W. 1/4) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows: commencing at the Southwest corner of said Northwest quarter (N.W. 1/4); thence North 171 feet along the West line of said Northwest quarter (N.W. 1/4) to a point; thence Northeasterly from last described point on a curved line convex to the Southeast having a radius of 5,667.15 feet and which curved line is the Westerly line of a tract of land conveyed by F. Sturges and others to the Chicago Title and Trust Company as trustee by deed dated May 19, 1914 as Document 5430425, the distance along the arc being 205.9 feet (long chord 205.89 feet) to a point which is 199.1 feet East of the West line of said Northwest quarter (N.W. 1/4) and 225.5 feet North of the South line of said Northwest quarter (N.W. 1/4); thence Northeasterly from last described point on a curved line convex to the Southeast having a radius of 1370.19 feet and which curved line is said westerly line of tract of land conveyed by F. Struges et al., a distance of 142.24 feet (long chord 142.18 feet) said point being 333.73 feet East of the West line of said Northwest quarter (N.W. 1/4), (measured at right angles thereto), being the point of beginning for this parcel of land; thence Southerly from last described point a distance of 272.63 feet more or less to a point in the South line of said Northwest quarter (N.W. 1/4), which point is 333.78 feet East of the Southwest corner of said Northwest quarter (N.W. 1/4); thence East along the South

line of said Northwest quarter (N.W. 1/4) a distance of 333.62 feet more or less to its intersection with the Southerly extension of the east line of South Kilpatrick Avenue, (as dedicated by Fred'k. H. Bartlett's First Addition to City Addition a Subdivision of part of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of aforesaid Section 15; thence Northerly along the Southerly extension of South Kilpatrick Avenue a distance of 461.42 feet more or less to the Westerly line of the tract of land conveyed by F. Struges et al., (being also the Easterly line of Fred'k. H. Bartlett's First Addition to City Addition as aforesaid); thence Southwesterly along said Westerly line being a curved line convex to the Southwest having a radius of 1,370.19 feet, a distance of 417.10 feet more or less to the point of beginning, (except the South 33 feet thereof). Commonly known as 4658 to 4728 West 59th Street.

Parcel 49

Lots 18, 19 and 20 in Block 10, Block 11 and Lots 1 to 9 both inclusive in Block 12 in Fred'k. H. Bartlett's First Addition to City Addition a Subdivision of part of the West half (W. 1/2) of the Northwest quarter (N.W. 1/4) of Section 15, Township 38 North, Range 13 East of the Third Principal Meridian, together with all the vacated alleys in aforesaid Block 12. Commonly known as 5801 to 5833 South Cicero Avenue, 5753 to 5759 South Keating Avenue and 5801 to 5815 South Keating Avenue.

SECTION 2. The Commissioner of Public Works is authorized and directed to negotiate with the owner or owners for the purchase of the property described in Section 1 of this ordinance.

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

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuller, Volini, Orr, Stone -- 46.

Nays -- None.

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

EXCHANGE OF LAND BETWEEN BOARD OF EDUCATION AND
ILLINOIS MEDICAL CENTER COMMISSION.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass a proposed ordinance transmitted therewith to authorize the exchange of Board of Education property located at 2140 West Lexington Street (former Washington Irving School Site) for Illinois Medical Center Commission property located on the east side of South Oakley Boulevard, between West Evergreen Place and West Polk Street.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuller, Volini, Orr, Stone -- 46.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Board of Education of the City of Chicago has requested that there be an even exchange of land between the Board of Education and the State of Illinois Medical Center Commission. The Board of Education presently owns a site at 2140 W. Lexington Street, which contains 160,233 sq. ft./3.67 acres of land and is improved with an old school building. The State of Illinois Medical Center Commission owns a tract of land located on the east side of S. Oakley Blvd. between W. Evergreen Place and W. Polk Street (to erect the new Washington Irving School) which contains 130,523 sq. ft./2.996 acres, both parcels of land contains equal value; and

WHEREAS, The Board of Education of the City of Chicago at its regular meeting held August 6, 1986, by vote of not less than two-thirds of the full membership order and request in writing the City Council of the City of Chicago, to sell and convey in the manner

provided by statute from the City of Chicago In Trust For The Use of Schools to the State of Illinois Medical Center Commission, the following described real estate, hereinafter described; now, therefore,

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

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

Lots 1, 2 and 3 and private alley of Raithel Heir's Subdivision of Lots 46 to 50 in Block 3 in Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago, in the East half of the South West quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lots 4 to 17, both inclusive, and Lots 21 to 45, both inclusive, in Block 3 in Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago, in the East half of the South West quarter of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

Also

Lots 1 to 7, both inclusive, in Jennings's Subdivision of Lots 1 to 3 in Block 3 in Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago, aforesaid

Also

Lots 1 to 4, both inclusive, in the subdivision of Lots 18 to 20 in Block 3 in Flournoy's Resubdivision of Jones and Patrick's Addition to Chicago, aforesaid, and vacated alley

which real estate is not used for any school purpose, is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Board of Education of the City of Chicago and/or the City of Chicago.

SECTION 2. That in consideration of an even exchange of the above described school land to be conveyed to the State of Illinois Medical Center Commission by the City of Chicago In Trust For The Use of Schools, the Board of Education authorizes the acquisition of suitable deed of conveyance of title from the State of Illinois Medical Center Commission, the real estate hereinafter described, which is necessary and convenient to convey, use and improve for school purposes. The following described real estate to-wit:

A parcel of Land in the West half of the South West 1/4 of Section 18, Township 39 North, Range 14 East of the Third Principal Meridian bounded and described as follows: Beginning at the intersection of the North Line of West Polk Street and the East Line of South Oakley Boulevard being the South West corner of Lot 13 in Block 4 in Fosters Subdivision of Blocks 3 and 14 in Morris and Others Subdivision of said West 1/2 of the South West 1/4 of Section 18; thence East along the South Line of Lot 13 aforesaid and the easterly extension thereof and along the South Line of Lots 1 to 6 in Block 3 and the easterly extension thereof, and along the South Line of Lots 2 to 6

in Block 4 in Subdivision of Lots 5 to 10 in Block 3 and Lots 13 to 18 in Block 4 of Fosters Subdivision aforesaid; thence North along the East Line of said Lot 2 in Block 4 and the northerly extension thereof to the South Line of Lot 19 in Block 4 aforesaid; thence West along said South Line of Lot 19 to its intersection with a line 23.5 feet East of and parallel with the East Line of South Bell Avenue; thence North along said parallel line across Lots 19 to 22 to the North Line of Lot 22 in Block 4 aforesaid; thence West along the North Line of said Lot 22 and the westerly extension to its intersection with the West Line extended south of Lot 38 in Campbells Subdivision of Block 2 in Morris and Others Subdivision aforesaid; thence North on said West Line extended South of Lot 38 to the northwest corner of said Lot 38; thence West along the North Line of of Lots 26 to 37 in Campbells Subdivision of Block 2 aforesaid to the northwest corner of said Lot 26; thence South along the East Line of South Oakley Boulevard to the point of beginning, in Cook County, Illinois.

SECTION 3. That the Mayor and the City Clerk of the City of Chicago be and they are hereby authorized and directed to execute proper deed of conveyance of said described property to the State of Illinois Medical Center Commission.

SECTION 4. This ordinance shall be in force and effect from and after its passage and approval.

ACCEPTANCE OF TITLE TO PROPERTY COMMONLY
KNOWN AS 4833 WEST EDDY STREET.

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

WHEREAS, Frances Gullickson Rossit duly executed a Will which devised the property commonly designated as 4833 West Eddy Street, Chicago, Illinois, to the City of Chicago and named the Corporation Counsel of the City of Chicago as the executor of said Will and said Frances Gullickson Rossit died December 26, 1984; and

WHEREAS, Subsequent to her death an estate was opened designated as the Estate of Frances Rossit, Case No. 85P 02105, and pursuant thereto the aforesaid Will was admitted to probate; and

WHEREAS, On June 6, 1986, an order was entered in the Circuit Court, Probate Division, granting possession to the City of Chicago of said property; and

WHEREAS, It appears desirable and in the public interest that the City of Chicago accept title to said property; now, therefore,

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

SECTION 1. That the City of Chicago accept the title to the property commonly known as 4833 West Eddy Street, Chicago, Illinois, as set forth in said devise and legally described as:

Lot 4 of Block 4 of Hield & Martin's Addison Avenue Subdivision of the North 1/3 of the North 1/2 of the Southeast 1/4 of Section 21, Township 40, Range 13 Cook County, Illinois.

SECTION 2. That this ordinance be effective immediately upon the passage thereof.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

AUTHORIZATION TO NEGOTIATE FOR ACQUISITION OF
PROPERTY LOCATED AT 1630 WEST MEDILL
STREET FOR THE DEPARTMENT OF
STREETS AND SANITATION.

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

WHEREAS, The City presently is in title to certain lands abutting the property it proposes to acquire; and

WHEREAS, The Department of Streets and Sanitation has determined said property is necessary and advantageous to the City for the purpose of obtaining egress and access to the abutting City properties; and

WHEREAS, The property it seeks to acquire is a former railroad siding owned by the Chicago, Milwaukee, St. Paul and Pacific Railroad Company or its successor located between Medill Street to the north; Ashland Avenue on the east, the Chicago River on the south and the Chicago and Northwestern Railroad right-of-way on the west, legally described as:

A curving 50 foot strip of land being part of Lots 1, 2 and 3 in Block 4 in Fullerton's Addition to Chicago, being a subdivision of the N.E.1/4 of Section 31, Township 40

North, Range 14 as conveyed to the Chicago, Milwaukee, St. Paul and Pacific Railroad by deed dated January 11, 1885 recorded as document 689391, Book 1759, page 305 and continuing said 50 foot strip from said conveyance south-southeasterly to the west line of Ashland Avenue. Approximately 32,322 square feet.

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

SECTION 1. That it is desirable and necessary that the property legally described above be acquired by the City of Chicago for the purpose of establishing a road for access and egress to abutting City property.

SECTION 2. The Department of Public Works and the Corporation Counsel are authorized to negotiate a purchase price for the premises with the owner or owners, subject to the approval of the City Council.

SECTION 3. In the event an agreement cannot be reached with the owner or owners, or the owners cannot grant clear title, or are incapable of consenting to the sale thereof, the Corporation Counsel is authorized to institute and prosecute a condemnation proceeding for the purpose of acquiring title to said property.

SECTION 4. Upon approval by the City Council of a purchase price for said property, the Mayor is hereby authorized to execute, and the City Clerk to attest and affix the corporation seal to the contract for purchase and any other instruments necessary to effectuate the purchase.

SECTION 5. This ordinance shall be effective immediately upon its passage.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schuler, Volini, Orr, Stone -- 46.

Nays -- None.

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

AUTHORITY GRANTED TO APPROVE NEW AND RENEWAL
LEASES FOR VARIOUS CITY AGENCIES AT
SUNDRY LOCATIONS.

The Committee on Land Acquisition, Disposition and Leases submitted five ordinances (under separate committee reports) recommending that the City Council pass said proposed

ordinances transmitted therewith to authorize the approval of new and renewed leases for various city agencies at sundry locations.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schultzer, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

Navy Pier, Dock Space -- New Lease.

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

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

[Lease Agreement printed on pages 34448 through
34461 of this Journal.]

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

245 North Pulaski Road -- New Lease.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between F.G.M. Partnership, as lessor, and the Department of Police, Beat Representative Program, as lessee, for approximately 893 square feet of ground floor office space located at 245 North Pulaski; such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

(Continued on page 34462)

LEASE AGREEMENT FOR NAVY PIER

THIS LEASE AGREEMENT is made and entered into as of the _____ day of _____, 1986, by and between the CITY OF CHICAGO, a municipal corporation, (hereinafter referred to as "Lessor") and Color of Money Productions, Inc.

_____, (hereinafter referred to as "LESSEE").

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

THIS AGREEMENT shall consist of two parts

PART 1 - General Conditions

PART 2 - Special conditions
numbered 1 to 5, including but not limited to, rental terms, fees, charges and insurance requirements, all of which are hereby incorporated herein and shall be binding on both parties.

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

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

PART 1 - GENERAL CONDITIONS

ARTICLE I

THIS AGREEMENT IS SUBJECT AND SUBORDINATE TO any existing or future Federal/State Statute or any existing or future lease or agreement between Lessor and the United States or the State of Illinois, or political subdivisions thereof, relative to the development, construction, operation or maintenance of the Pier, the execution of which has been or may be required as a condition precedent to the expenditure of Federal, State or other public funds for the development, construction, operation or maintenance of said Pier.

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

ARTICLE II

Lessee shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the premises or any part thereof without the prior written consent of the Lessor.

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

ARTICLE III

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

ARTICLE IV

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

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

LESSEE hereby agrees that it will, at all times, and at its own expense, indemnify, hold harmless from and defend the City of Chicago and the Public Building Commission, its officers, agents, agencies, departments and employees against any and all claims, suits, costs, including reasonable attorney's fees, and damages, both real and alleged, for injury to persons or property,

and arising out of or in connection with the use or misuse of said premises. LESSEE agrees to provide prepaid policies of insurance generally known as comprehensive public liability insurance, workmen's compensation for any and all employees of the LESSEE and property damage insurance in amounts satisfactory to the LESSOR. The insurance coverage shall be and remain in effect, during the entire term of the lease. All policies shall be taken with insurance companies authorized to do business in the State of Illinois and approved by the Comptroller of the City of Chicago. In addition, LESSOR agrees to include the LESSOR and the Public Building Commission of the City of Chicago as additional insureds on any and all insurance policies and to deliver to LESSOR duplicate policies or certificates evidencing compliance herewith or evidence of payment of premium, upon execution of this Lease.

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

ARTICLE VIII

In the event the premises shall be destroyed or so damaged or injured by fire or other casualty either prior to or during the life of this agreement, whereby the premises shall be rendered untenable, then the Lessor shall have the right to repair or rebuild the premises, but shall not be obligated to do so. If the premises are not rendered tenantable by Lessor, then this lease shall be deemed cancelled without liability on the part of Lessor, and any security deposit paid by Lessee shall be returned to him. Any cancellation shall be evidenced in writing.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

LESSEE hereby agrees that, to the extent permitted by law, Lessor shall not be liable for injury to Lessee's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers, or any other person in or about the premises, nor shall Lessor be liable for injury to the person of Lessee, Lessee's employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from

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

ARTICLE XII

Lessee shall be solely responsible for and promptly pay all charges for water, gas, heat, electricity, sewer and any other utilities used upon or furnished to the leased premises. Lessor will in no event be liable for any interruption or failure of utility services on the premises.

ARTICLE XIII

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

ARTICLE XIV

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

ARTICLE XV

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

ARTICLE XVI

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

ARTICLE XVII

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

ARTICLE XVIII

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

ARTICLE XIX

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

ARTICLE XX

The prompt payment of the rent for said premises upon the dates named,

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

ARTICLE XXI

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

creed, color, religion, age, sex, national origin or physical or mental handicap. Lessee further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this Lease Agreement.

The breach of any of the above non-discrimination covenants, shall constitute cause for the City of Chicago to terminate this Lease Agreement.

ARTICLE XXII

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

ARTICLE XXIII

Notice to LESSOR provided for herein may be sent by first class mail, postage prepaid, addressed to the Commissioner of Public Works of the City of Chicago, Room 406, City Hall, Chicago, Illinois 60602, and notices to Lessee provided for herein may be sent by first class mail, postage prepaid, addressed to Lessee at Color of Money Productions, Inc.,
2012 West St. Paul Street, Chicago, Illinois, 60647

ARTICLE XXIV

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

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.

CITY OF CHICAGO, a Municipal
Corporation

APPROVED AS TO FORM AND LEGALITY

By: _____
Commissioner of Public Works

Assistant Corporation Counsel

By: _____
City Comptroller

ATTEST:

LESSEE:

PART II - SPECIAL CONDITIONS

1. PREMISES

Lessor does hereby grant to Lessee for its sole and exclusive use the following areas of Navy Pier.

The entire East end of the Pier:

AUDITORIUM BUILDING
RECREATION BUILDING
SHELTER BUILDING
TERMINAL BUILDING

2. PURPOSE

Tenant shall use the demised premises for the purpose of staging: Filming a movie and no other purpose whatsoever.

3. TERM

The term of this Agreement shall begin on the 14th Day of February, 1986 and shall terminate on the 14th Day of March, 1986.

4. RENTAL

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

- A) Fifty and no/100 Dollars (\$50.00) per day for rental of space
- B) Three Thousand and no/100 Dollars (\$3,000.00) for electric and gas deposit
- C) Clean Up/Repair/Maintenance Deposit-Two Thousand and no/100 (\$2,000.00)

Rental, Electric, Gas, and Clean-up, Repair, Maintenance deposit shall be payable thirty (30) days in advance, said sum to include all utility service during term of lease.

Payment of rent shall be Certified Check made payable to the "City of Chicago" and together with a Certificate of Insurance in the amount of \$2,000,000 shall be mailed to:

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

5. OPERATIONS

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

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

B. Unless consent in writing from the Commissioner is first received, Lessee shall not operate or put up any engine, motor, or machinery on the demised premises or use oils, burning fluids, camphene, kerosene, haphtha or gasoline for either mechanical or other purposes, or any other agent other than electricity for illuminating the demised premises.

C. No portion of the sidewalks, entries, passageways, vestibules, halls or stairways, or access to public utilities of said building shall be obstructed by Lessee or used for any purpose other than for ingress and egress from the demised premises. The doors, skylights, stairways or openings that reflect or admit light into any place in the building, including hallways, corridors and passageways, radiators and house lighting appurtenances shall not be covered or obstructed by Lessee. The water closets or other water apparatus shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Lessee will permit no chair or movable seat to be or remain in the passageway clear at all times.

D. It shall be the sole responsibility and authority of the Fire Commissioner of the City of Chicago in determining the total number of persons to be admitted at any and all times to Navy Pier, or any part or section thereof, and his decision, or that of his authorized representative shall be final.

E. Lessor shall have the exclusive right to collect and have custody of articles left in the building by persons attending any performance, exhibition or entertainment given or held in the demised premises, and Lessee, or any other persons in Lessee's employ, shall not collect nor interfere with collection or custody of such articles.

F. Lessor reserves the right to eject any objectionable person or persons from said building, and upon the exercise of this right by the Commissioner, his representatives, agents or policemen, the Lessee hereby waives any right and all claims for damages against the City of Chicago and its employees and agents.

10/6/86

REPORTS OF COMMITTEES

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- G. Designated staff members of the City of Chicago may enter the building and all of the demised premises at any time and on any occasion.
- H. No performance, exhibition or entertainment shall be given or held on the demised premises which shall be objected to by Lessor.
- I. Lessee shall provide at its own expense all ushers, crowd director, parking attendants and any security service required on the direction of the Commissioner.
- J. Any and all matters not herein expressly provided for shall be at the discretion of the Commissioner.
- K. Lessee has the right to employ a caterer of its choice to provide food and beverage service for said dinner.
- L. No alcoholic beverages of any kind shall be sold in the demised premises except for beer.
- M. Lessee shall pay for heat, utilities and normal custodial services. Where the City provides for additional services, the Lessee shall be billed separately for these.

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

CITY OF CHICAGO, a Municipal Corporation

By: _____
Commissioner of Public Works

APPROVED AS TO FORM AND LEGALITY: By: _____
City Comptroller

Chief Assistant Corporation Counsel By: _____
Commissioner, Economic Development

By: _____
Supervisor of Leasing

ATTEST:

LESSEE:

(Continued from page 34447)

[Lease agreement printed on page 34463 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Real Estate, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Four Hundred Twenty-five and no/100 Dollars (\$425.00) per month for the period beginning on the 1st day of August, 1986 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of July, 1987.

Four Hundred Fifty and no/100 Dollars (\$450.00) per month for the period beginning on the 1st day of August, 1987 and ending on the 31st day of July, 1988.

Four Hundred Seventy-five and no/100 Dollars (\$475.00) per month for the period beginning on the 1st day of August, 1988 and ending on the 31st day of July, 1989.

Rent is payable in advance on the 1st day of each month by the Office of the City Comptroller to F.G.M. Partnership c/o Fred Granata, 241 N. Pulaski Road, Chicago, Illinois, 60624.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

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

(Continued on page 34464)

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REPORTS OF COMMITTEES

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LEASE-Short Form Lease No. 12033

Form C O No. 18

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19 _____ between F. G. M. Partnership

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

Witnesseth: That the Lessor do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 893 square feet of ground floor office space located at 245 North Pulaski Road for use by the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of August or date of occupation. A. D. 19 86, and ending on the 31st day of July A. D. 1989. Lessee has the right to terminate this lease Upon sixty (60) days prior written notice.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at F.G.M. Partnership, c/o Fred Granata, 241 N. Pulaski Rd., Chicago, Illinois 60624 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

For Responsibilities of Lessor and Lessee
See Rider Attached hereto and Made a
Part Hereof.

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

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

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

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

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

Approved: _____ Chief Assistant Corporation Counsel.
Supervisor of Leasing, _____ Real Estate ~~xxxx~~

By: _____
Fred Granata for F.G.M. Partnership

By: _____
Comptroller,

By: _____
Superintendent, Department of Police

(Continued from page 34462)

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

Provide and maintain central air-conditioning unit and maintain same.

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

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

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

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

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

Provide and maintain at all times public liability insurance of \$500,000 combined single limit; with the City named as additionally insured and to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered including electricity for air conditioning.

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

Additional clauses to be included:

In the event the Lessor should fail to furnish any of the substantial alterations, repairs or services as required by this lease or fails to remove and/or correct any fire hazards, health hazards or any violations of the Municipal Building Code caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure. The Lessee may at its

own option make the necessary repairs or supply the maintenance or service itself and have the hazards or building code violations corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

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

205 West Randolph Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease between 205 West Randolph Associates, as lessor, and the Board of Ethics, as lessee; for approximately one thousand eight hundred and two (1,802) square feet of office space located at 205 West Randolph Street, Suite 1320; such lease to be approved by the Director of the Board of Ethics and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease agreement printed on page 34466 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Supervisor of Leasing, Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

(Continued on page 34467)

LEASE-Short Term Lease No. 14060

Form 10-1

City of Chicago

This Agreement,

Made this _____ day of _____

A. D. 19____, between 205 Randolph Associatesas Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the LessorS do hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: Approximately 1,802 square feet of office space located at 205 W. Randolph Street, Suite 1320 for use by the Board of Ethics.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of October or date of occupation whichever occurs later. A. D. 1986, and ending on the 30th day of September A. D. 1989. Lessee has the right to terminate this lease. Upon sixty (60) days prior written notice to Lessor at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at 205 Randolph Associates, c/o Cambridge Partners, Inc., 205 W. Randolph, Suite 840, Chgo., IL 60606 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made A Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made A Part Hereof.

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

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

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

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

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

Approved: _____
Supervisor of Leasing, _____
Real Estate Agent

Approved: _____
Director, _____
Board of Ethics

By: _____
205 Randolph Associates
CITY OF CHICAGO

By: _____
Comptroller,

(Continued from page 34465)

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

Two Thousand Two Hundred Fourteen and 96/100 Dollars (\$2,214.96) per month for the period beginning on the first (1st) day of October, 1986 or date of occupation (with said monthly rental rate being prorated on a per diem basis if the initial term does not commence on the first (1st) day of a month) and ending on the 30th day of September, 1987;

Two Thousand Three Hundred Seventy and 01/100 Dollars (\$2,370.01) per month for the period beginning on the first day of October, 1987 and ending on the 30th day of September, 1988.

Two Thousand Five Hundred Thirty-five and 91/100 Dollars (\$2,535.91) per month for the period beginning on the first day of September, 1988 and ending on the 30th day of September, 1989.

Rent is payable in advance on the first (1st) day of each month by the Office of the City Comptroller to 205 Randolph Associates, c/o Cambridge Partners, Inc., 205 W. Randolph Street, Suite 840, Chicago, Illinois, 60606.

Lessor and Lessee Responsibilities.

Lessor under this lease shall:

Paint and carpet demised premises on Exhibit "A" prior to occupation.

Provide and pay for heat whenever heat shall be required for the comfortable occupancy of the demised premises.

Maintain plant and equipment in good operable condition.

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

Provide central air-conditioning and maintain the same.

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

Provide and pay for window washing of all windows in the demised premises both inside and out, weather permitting, twice a year.

Provide and pay for painting or washing of interior walls as frequently as necessary at the sole discretion of Lessor in order to maintain a neat appearance.

Provide and pay for automatic elevator in common with other tenants at all times.

Provide and pay for exterminator service whenever necessary.

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

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

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

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

Provide and maintain at all times public liability insurance of One Million Dollars (\$1,000,000.00) combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Provide and pay for nightly custodial service five (5) days per week which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Lessee under this lease shall:

Pay for electricity for all normal office uses (excluding air-conditioning) within demised premises as separately metered and billed for the demised premises.

Pay for light bulb replacement in demised premises.

Have the right to peacefully and quietly enjoy the procession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successor or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Shall not be required to pay any monthly rental for first two (2) months after execution of this lease.

Additional clauses to be included in Lease:

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Additional Clauses to be Included in Lease:

- (A) In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this Lease or fails to remove and correct any fire or health hazard not caused by the acts of negligence of the Lessee, and the failure continues twenty (20) days after Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this Lease or, immediately terminate this Lease by providing the Lessor written notice by certified or registered mail at the address cited herein.
- (B) In the event of any substantial breach of the covenants, terms and conditions contained herein by the Lessor, Lessee shall have the right to terminate this Lease upon twenty (20) days notice by certified or registered mail, to Lessor at the address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this Lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

Paragraph (B) has been inserted into the proposed Lease.

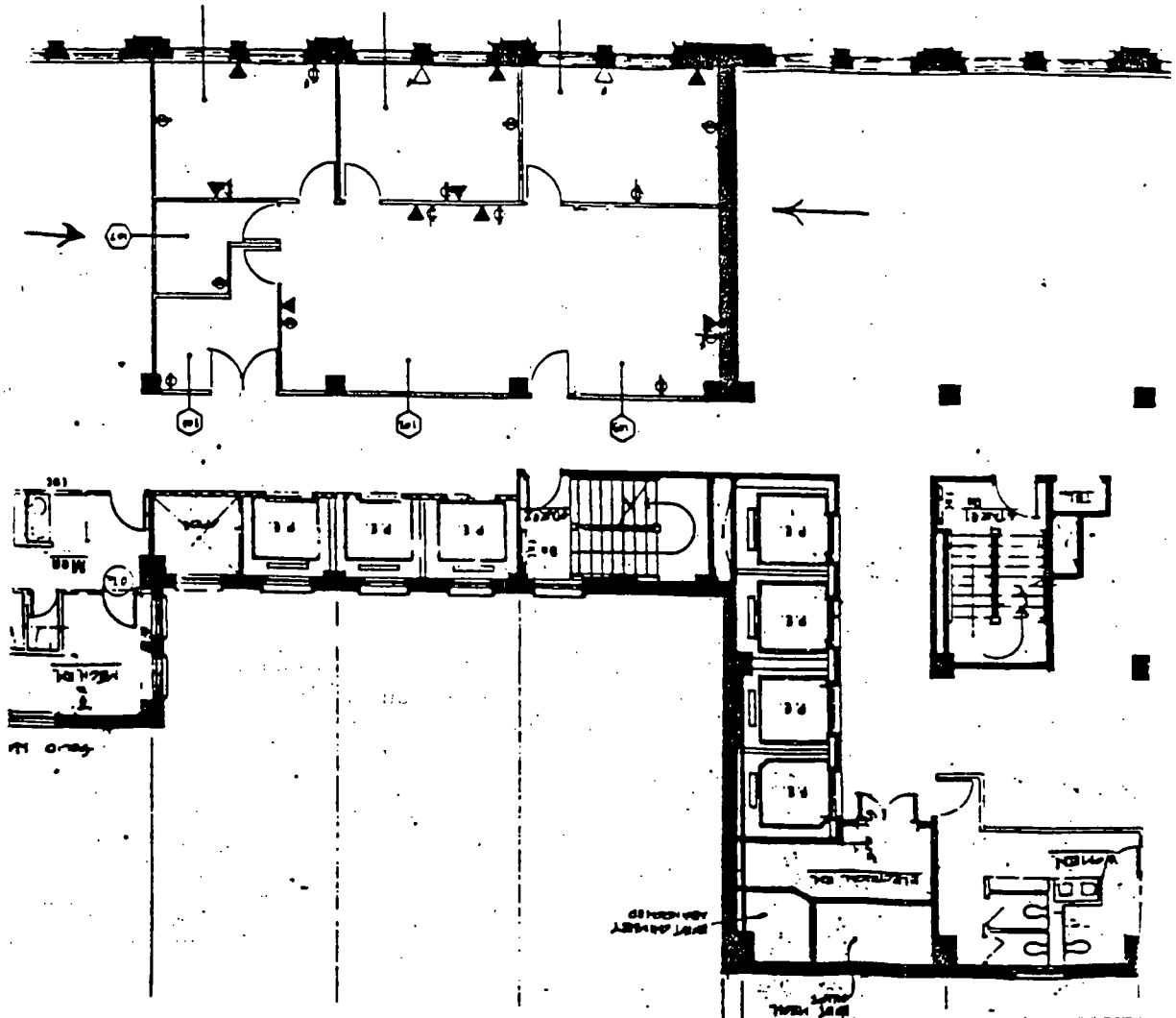
Acknowledged and accepted this _____ day of August, 1986.

205 Randolph Associates

[Exhibit A printed on page 34470 of this Journal.]

205 W. Randolph
Board of Ethics
10/1/86 Thur 9/30/89

EXHIBIT "A"
205 W. Randolph
Suite 1320



68 East 47th Street.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, a lease from Capital Associates Development Corporation, as lessor, for approximately 740 square feet of office space located on the ground floor at 68 East 47th Street, for use by the Department of Police/Beat Representative Program, as lessee, such lease to be approved by the Superintendent of Police and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on page 34472 of this Journal.]

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

Rider attached to this ordinance reads as follows:

Rider

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and, in addition, to the Director of Real Estate; Department of Finance, 320 North Clark Street, Suite 505, Chicago, Illinois, 60610, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

Rental Payment Provisions.

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

Three Hundred Fifty-nine and 33/100 (\$359.33) Dollars per month for the period beginning on the 1st day of November, 1985 and ending on the 31st day of October, 1986;

Three Hundred Eighty-four and 48/100 (\$384.48) Dollars per month for the period beginning on the 1st day of November, 1986 and ending on the 31st day of October, 1987.

Rent is payable in advance on the first day of each calendar month by the Office of the City Comptroller to CAMCO, Inc., 566 West Adams, 6th Floor, Chicago, Illinois, 60606.

Lessor and Lessee Responsibilities.

(Continued on page 34473)

LEASE-Short Form Lease No. 12010

Form C O. No. 18

City of Chicago

This Agreement, Made this..... day of.....A. D. 19, between Capital Associates Development Corporation, as Lessor
and the CITY OF CHICAGO, a Municipal Corporation, as Lessee:

Witnesseth: That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to-wit: approximately 740 square feet of office space located on the ground floor at 68 East 47th Street for the Department of Police/Beat Representative Program.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of November or date of occupation October A. D. 19 85, and ending on the 31st day of October A. D. 1987. Lessee has the right to terminate this lease upon thirty (30) days prior written notice at the address cited herein.

Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at CAMCO, Inc. 566 West Adams, 6th floor, Chicago, IL 60606 or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto and Made a Part Hereof. For Rental Payment Provisions See Rider Attached Hereto and Made a Part Hereof. Assessments for water tax levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

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

For Responsibilities of Lessor and Lessee

See Rider Attached Hereto and Made a
Part Hereof.

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

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

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

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

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

Approved: Chief Assistant Corporation Counsel.

Director, Real Estate ~~SECTION~~

By: CAMCO, Inc., as agents for Capital Associates Development Corporation
CITY OF CHICAGO

By: _____
Comptroller,

Approved: _____
Superintendent, Department of Police

(Continued from page 34471)

Lessor under this lease shall:

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

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

Provide sleeve air-conditioning unit and maintain the same.

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

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

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

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

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

Provide and maintain at all times public liability insurance \$500,000 combined single limit; with the City to receive a certificate of insurance for said insurance coverage prior to lease execution. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the addresses cited herein a copy of the cancellation notice within fifteen (15) days upon receipt thereof.

Lessee under this lease shall:

Pay for electricity as metered.

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

Provide and pay for plate glass insurance.

Additional clauses to be included in lease:

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

In the event the Lessor should fail to furnish any substantial alterations, repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts of negligence of the Lessee, and the failure continues ten (10) days after the Lessee has notified the Lessor by written notice of such failure, the Lessee may at its own option make the necessary repairs or supply the maintenance or service itself or have the hazards corrected and deduct the cost and expense thereof from rental herein due under this lease or, immediately terminate this lease by providing the Lessor written notice by certified or registered mail at the address cited herein.

In the event of any substantial breach of the covenants, terms and conditions contained herein by Lessor, Lessee shall have the right to terminate this lease upon ten (10) days notice by certified or registered mail to Lessor at address cited herein. Failure or neglect of Lessee to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of subsequent breach by the Lessor of any right created thereby.

75th Street/Oakley Avenue.

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

SECTION 1. That the City Comptroller is authorized to execute on behalf of the City of Chicago, as lessee, a renewal of lease for approximately 14,000 square feet of vacant land from the Baltimore and Ohio Chicago Terminal Railroad Company, as lessor, located at 75th Street and Oakley Avenue, for use by the Commissioner of the Department of Water and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease printed on pages 34475 through 34479
of this Journal.]

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

10/6/86

REPORTS OF COMMITTEES

34475

PARTIES This Lease, made this 1st day of January, 19 72,

between THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY

whose address is Baltimore, Maryland 21201, Lessor,

and CITY OF CHICAGO, ILLINOIS, by THE DEPARTMENT OF WATER

whose address is Chicago, Illinois, Lessee:

PREMISES *Witnesseth:* That in consideration of covenants herein specified and the hereinafter mentioned rental

to be paid by Lessee, Lessor does hereby lease unto Lessee certain land ~~and ~~and~~ ~~and~~~~

at Chicago, Illinois

hereinafter called "the premises," as shown on plan numbered 4K-344a attached hereto

and hereby made a part hereof, described as follows:

DESCRIPTION Being two (2) parcels of land on east side of Western Avenue, as indicated in red, green, and yellow on said print, V. S. 137.1(SL-3g), together with ~~Lessee's~~ ~~truck~~ ~~on~~ ~~the~~ ~~latter~~ ~~parcel~~, and covers same premises previously utilized by Lessee under agreement dated January 1, 1969, which has expired.

It is agreed between the parties hereto:

USE 1. Lessee shall use and occupy the premises solely for the purpose of driveway, parking trucks - city-owned or leased, ~~and ~~and~~ ~~and~~~~ ~~and ~~and~~ ~~and~~~~ ~~and ~~and~~ ~~and~~~~ and for no other purpose.

RENT 2. Lessee will pay to Lessor as rental for the premises the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$ 1,500.00)

per ~~annum~~ payable annually in advance from the date hereof, and reimburse applicable to the parcel colored green and Lessor, as additional rental, for all taxes and assessments / charges for water, sewer, electricity and heat levied against the premises within one month after presentation of bills therefor. The payment hereunder by Lessee of any sum or sums in advance shall not be held to create an irrevocable lease for period for which the same is paid. Upon termination of this lease as hereinafter provided, Lessee will accept a prorata refund of such rental and of any land taxes paid by it in advance in full settlement, satisfaction and discharge of the remainder of the term or period; provided, however, Lessee shall not be entitled to such refund when the amount involved is less than Fifty Dollars (\$50.00).

DISTRAIN FOR 3. Lessor shall have at all times the right to distrain for rent due, and shall have a valid and first lien
RENT DUE upon all property of Lessee situated on the premises as security for the payment of rent herein reserved.

APPROVAL OF PLANS 4. Lessee, prior to erecting any structure on the premises, shall submit plans to, and secure approval in writing of, Lessor and Lessee shall not erect or place or allow to be erected or placed on the premises any buildings, structures, fixtures or obstructions of any kind, either temporary or permanent, within eighteen (18) feet of the centerline of nearest track over which Lessor operates, unless a lesser clearance is provided for on said attached plan or the written consent of Lessor shall hereafter be obtained, provided nothing in the foregoing shall be construed to permit any clearance less than the minimum required by any applicable law or regulation.

FIRE PREVENTION 5. Lessee shall cooperate with the Safety and Fire Prevention Department of Lessor and shall promptly comply with fire prevention measures requested by said Department. Lessee shall make no electrical installations or alterations in and to the improvements located on the premises except by an authorized electrician; no electric wiring or drop cords shall be hung from nails or other uninsulated metal supports; no incandescent lights shall be allowed to come in contact with any combustible material; and no connections shall be made to electric lighting circuits for power, heating or cooking purposes without the prior written approval of Lessor's Safety and Fire Prevention Department.

ORDINANCES Lessee, at Lessee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any Governmental authority having jurisdiction. Lessee shall also comply with all applicable requirements of Lessor and with the rules and regulations of the National Fire Codes established by the National Fire Prevention Association, so far as the same may affect the premises or the use thereof.

MAINTENANCE AND REPAIRS 6. Lessee will not create or permit any nuisance in, on or about the premises, and Lessee shall maintain the premises in a neat and clean condition. Buildings and other structures of Lessee shall be erected and/or maintained on the premises by Lessee to the satisfaction of Lessor's Superintendent having jurisdiction.

In the event Lessee occupies under this lease building(s) owned by Lessor, Lessee accepts said building(s) as is, and Lessor shall be under no obligation with respect to the condition or maintenance of said building(s). When Lessee occupies the entire building(s), Lessee, at Lessee's cost and expense, shall keep said building(s) in good condition and repair, including, but not limited to, the roof(s). When Lessee occupies less than the entire building(s), Lessee, at Lessee's cost and expense, shall construct and maintain partitions separating the premises used by Lessee from the remainder of said building(s) and shall keep the interiors thereof in good condition and repair, including, but not limited to, windows and doors. All work performed by Lessee pursuant to this paragraph shall be satisfactory to and subject to the approval of Lessor's Superintendent having jurisdiction. Lessee will not make, or permit to be made, any improvements, alterations or additions to the premises without the written consent of Lessor.

Approval by Lessor of any electrical or other repairs, or of any replacements, improvements or installations, whether electrical or otherwise, made by Lessee, or failure of Lessor to object to any work done or material used, or the method of repair, construction, installation or maintenance, shall not be construed as an admission of responsibility by Lessor or as a waiver of any of Lessee's obligations under this lease.

SERVICES 7. Lessor will not be responsible for burst or leaking pipes and will be under no obligation to furnish the premises with water, gas, sewage disposal facilities, electricity, heat or janitorial and other services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the premises.

DAMAGE BY FIRE 8. In the event the premises shall be destroyed by fire or by the elements, or shall be damaged thereby to such an extent as to be wholly untenable, in the sole opinion of Lessor, Lessor shall have the option of repairing or reconstructing the premises or of terminating this lease. Lessor shall give prompt notice to Lessee of its election in this regard and, if the Lessor elects to repair or reconstruct, the rental shall be abated proportionately until such repair or reconstruction is completed.

PIPE AND WIRE LINES 9. Lessor shall at all times have the right to maintain and/or construct, and to permit others to maintain and/or construct, overhead and/or underground pipe and/or wire lines now or hereafter installed upon or across the premises, and to use, repair and remove the same.

UTILITIES TO SERVE PREMISES 10. Except as provided in Section 11 hereafter, Lessee shall not use, for utility lines or otherwise, any property of Lessor other than the premises herein leased without first obtaining Lessor's prior written consent and complying with all requirements of Lessor applicable thereto.

INGRESS AND EGRESS 11. Lessee shall have the right to use, in common with Lessor and others authorized by Lessor, existing driveway or other property designated by Lessor as means of ingress to and egress from the premises. Lessor shall be under no obligation with respect to the condition or maintenance of said driveway or other property and Lessee's use of same shall be subject to all of the covenants, terms and conditions of this lease.

CLAIM OF TITLE 12. Lessee shall not at any time own or claim any right, title or interest in or to the premises, nor shall the exercise of this lease for any length of time give rise to any right, title or interest in or to the premises.

Lessee understands and agrees that Lessor shall in no manner be obligated to reimburse Lessee for all or any part of any expenditures made by Lessee during its occupancy of the premises, under this or prior agreements, for any repairs, replacements, renovations, remodeling or any other work on or about the premises.

TERMINATION 13. This lease may be terminated by either party at any time upon not less than one (1) month's notice in writing sent by registered or certified mail to the other party, provided, however, in the event of a breach of any of the covenants, terms and conditions hereof by Lessee, Lessor shall have the right to terminate this lease immediately. All notices and communications concerning this lease shall be addressed to Lessor or to Lessee at their respective addresses hereinabove set forth, or at such other address as either party may designate in writing to the other party.

In the event of termination of this lease, Lessee shall, within the period specified in said notice, remove all structures and other property on or about the premises except those owned by Lessor, restore the premises to a condition satisfactory to Lessor, remove, if requested by Lessor, all foundation walls and structures below the surface of the ground and fill in all excavations and vacate the premises, provided, however, that no structure or other property shall be removed from the premises until all money due Lessor under this lease shall have been paid.

If Lessee shall fail to remove said structures or other property on the premises or fail to pay all money due Lessor under this lease, or if this lease shall be terminated by the Lessor on account of the breach of any of the covenants, terms and conditions hereof, all right, title and interest of Lessee in and to said structures and other property on or about the premises shall, if Lessor so elects, be forfeited and title thereto shall vest absolutely in Lessor, without the necessity of any legal process by Lessor; and if Lessor shall notify Lessee to remove said structures or other property and the same are not so removed, Lessor may remove the same at the cost and expense of Lessee.

Failure or neglect of Lessor to act upon a breach of one or more of the covenants, terms and conditions of this lease shall not constitute or be construed as a waiver of such breach or any subsequent breach or of any right created thereby.

LIABILITY 14. Lessee hereby assumes, and releases and waives any right to ask for or demand damages for or on account of, any loss of or damage to property of Lessee or any part thereof on or about the premises and upon any roadway leading to or from the premises and located upon adjoining lands of Lessor, including loss of or interference with any use or service thereof, whether caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor or otherwise.

Lessee hereby assumes, and releases and agrees to protect, save harmless, defend and indemnify Lessor from and against (1) all loss of and damage to any property whatsoever, other than said property of Lessee, but including property of Lessor and of all other persons whomsoever and the loss of or interference with any use or service thereof; (2) all loss and damage on account of injury to or death of any person whomsoever, including, but not limited to employees and patrons of the parties hereto and all other persons whomsoever; and (3) all claims and liability for such loss and damage and cost and expenses thereof, caused by, arising out of or resulting in any manner from the condition, existence, use or occupancy of the premises when not solely caused by, arising out of or resulting in any manner from the fault, failure or negligence of Lessor.

LIABILITY FOR FIRE 15. Notwithstanding anything to the contrary in Section 14 hereof, the use of the premises involves risk of loss and damage by fire. Lessee hereby assumes all risk of loss and damage by fire to Lessee's property and agrees to protect, save harmless and indemnify Lessor from all claims of third parties arising by reason of any loss of or damage to property of others now situated or which may hereafter be placed upon the premises.

CONDEMNATION 16. Should the premises or any part thereof be condemned, appropriated and/or required for public use, then this lease, at the option of Lessor, shall terminate upon the date when the premises or any part thereof shall be taken. No part of any damages or award shall belong to Lessee, except to the extent of any specific award for improvements and/or facilities of Lessee. Improvements and/or facilities of Lessee not condemned, appropriated and/or required as aforementioned shall be removed in accordance with Section 13 hereof.

SUCCESSORS AND ASSIGNS 17. The terms, covenants and provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of Lessor and the heirs, personal representatives, successors and assigns of Lessee; provided, however, Lessee shall not assign, encumber or sublet this lease or any part of the premises or any rights and privileges herein granted without written consent of Lessor. This covenant shall also apply to any assignment for the benefit of creditors and to any unauthorized sale or transfer of this lease, or of any rights and privileges hereunder, whether made by Lessee or in any proceeding, whether at law or in equity, or otherwise, to which Lessee may be a party, whereby any of the rights, duties and obligations of Lessee shall or may be transferred, encumbered, abrogated or in any manner altered without the consent of Lessor first had and obtained in the manner hereinabove provided, it being expressly understood and agreed that, in the event of any such assignment for the benefit of creditors or unauthorized sale or transfer of this lease, or any of the other rights and privileges hereunder, or in the event a petition in bankruptcy shall be filed by Lessee, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Lessee shall be appointed in any suit or proceeding brought by or against Lessee, then and in each and every such event Lessor may, at its option, terminate this lease immediately by giving Lessee or any such assignee for the benefit of creditors, trustee in bankruptcy or receiver written notice of such termination and Lessor may enter upon and take possession of the premises.

LESSOR 18. The term "Lessor" as used in Sections 14 and 15 hereof, shall include any other company or companies whose property at the aforesaid location may be leased or operated by Lessor. Said term also shall include any parent company or companies, subsidiaries, lessees or licensees of Lessor other than Lessee.

19. Lessor reserves, for itself and others authorized by Lessor, right to use the area colored red on said print for driveway purposes.

20. Lessee's use of said track shall not be exclusive. Lessor shall have right, at any time in the future, to switch out and back any car, or cars, stored on said track when Lessor finds it necessary to do so in connection with its operations.

21. It is understood and agreed that Lessee, at its cost and expense, shall procure and, during the continuance of this agreement, maintain in effect a liability policy of insurance acceptable to Lessor in amounts for injury to or death of one person not less than \$250,000.00 and not less than \$500,000.00 for injury to or death of two or more persons each accident, and for damage to property not less than \$250,000.00 each accident. The policy shall name Lessor as an Additional Insured with respect to the premises described in this agreement. Lessor's Director of Corporate Insurance at Cleveland, Ohio, shall be furnished with a Certificate of Insurance or a certified copy of the policy which shall contain an endorsement to provide for thirty (30) days' written notice to said Director prior to termination of the policy. The furnishing of said insurance shall not be deemed a limitation on the part of Lessee as provided in this agreement but shall be additional security therefor.

22. Unless sooner terminated as provided herein, this lease shall expire on December 31, 1973.

In Witness Whereof, the parties hereto have caused this lease to be executed, in duplicate, as of the day and year first above written.

THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY,

By G. C. Tottle
Manager-Rail Estate

CITY OF CHICAGO, ILLINOIS, by the Department of Water and Sewers,

By George J. Smith Commissioner of Water & Sewers
(Title)

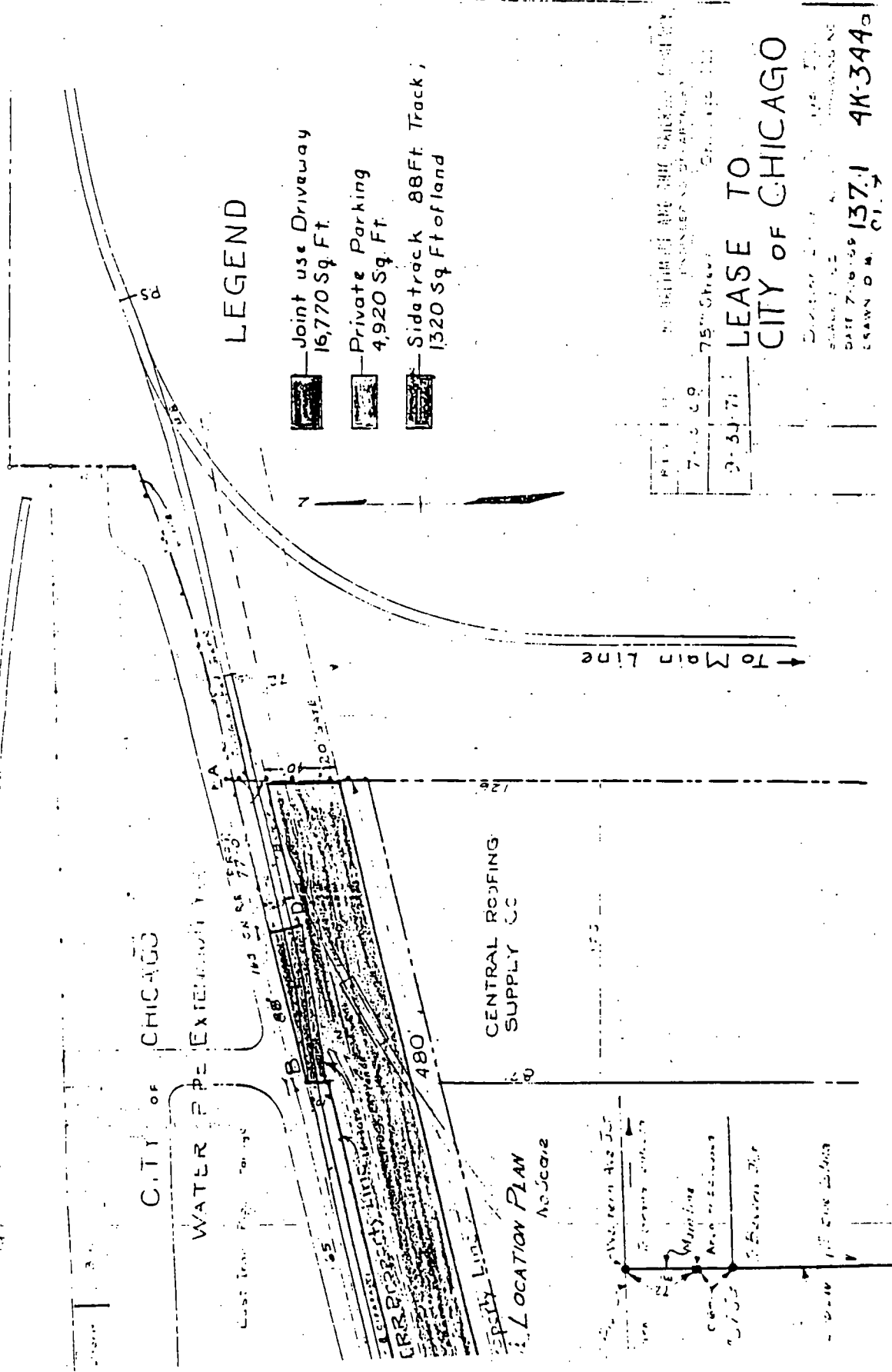
WITNESSES:

APPROVED AS TO FORM AND LEGALITY, EXCEPT AS TO PROPERTY DESCRIPTION AND EXECUTION

Harvey Sampson
Assistant Corporation Counsel

CITY OF CHICAGO
By D. E. Stahl
CITY COMPTROLLER

APPROVED
John M. Pate
DIRECTOR OF REAL ESTATE



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

The Committee on Land Acquisition, Disposition and Leases submitted twenty- two proposed ordinances (under separate committee reports) recommending that the City Council pass said proposed ordinances transmitted therewith, to authorize acceptance of bids for purchase of certain City-owned parcels of property.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

845 North Ashland Avenue/1553 -- 1559 West Pearson Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Israel & Cruz Mesta, not as tenants in common but as joint tenants, 2841 West 25th Street, Chicago, Illinois to purchase for the sum of \$3,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, pages 18353 -- 18354 described as follows:

Lot 19 (except that part thereof taken for widening Ashland Avenue) Ficke and Wink's Subdivision of the South 2 acres of the North 4 acres of Block 29 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 845 North Ashland Avenue/1553-1559 West Pearson Street, Permanent Tax No. 17-05-322-001).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$310.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1723 North Ashland Avenue.

SECTION 1. The City of Chicago hereby accepts the bid of Cheryl Segal, 1717 North Ashland Avenue, Chicago, Illinois 60622 to purchase for the sum of \$10,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed September 15, 1982, pages 12151-12155 described as follows:

The North 1/2 of Lot 16 (except that part lying within the West 50 feet of Section 32) in Block 20 in Chicago Land Company's Subdivision of Blocks 17, 18, 20, 21 (except Lots 1, 6 and 12 in said 21) 23, 28, 29, 30, 31, 32 (except Lots 1, 2, 3, 6 and 7 in said Block 32) 33, 38, 39, 40 and 41 in Sheffield's Addition to Chicago in Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. (Except the North 1/2 of Lot 16) (Except the West 100 feet) in the Subdivision of Block 20 in Sheffield's Addition to Chicago, in Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1723 North Ashland Avenue, Permanent Tax No. 14-32-306-010).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,000.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

378 North Avers Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Krel Laboratories, 388 North Avers Avenue, Chicago, Illinois 60624 to purchase for the sum of \$2,050.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, page 18354 described as follows:

Lot 5 in S. W. Roth's Subdivision of 5 Acres in Southwest 1/4 of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 378 North Avers Avenue, Permanent Tax No. 16-11-302-005).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$205.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1233 North Cleaver Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Adalbert J. Schmuttenmaer, 1237 North Cleaver Street, Chicago, Illinois 60622 to purchase for the sum of \$2,670.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, page 13374 described as follows:

Lot 22 in Block 1 in Meyerhoff's Subdivision of the North 1/2 of Block 13 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1233 North Cleaver Street, Permanent Tax No. 17-05-124-011).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$267.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1412 West Division Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Raymond S. South Sarnow, 1414 West Division Street, Chicago, Illinois 60622 to purchase for the sum of \$4,000.00, the City-owned vacant property, previously advertised, pursuant to Council authority passed June 27, 1980, pages 3299-3300 described as follows:

Lot 20 in Block 1 in Meyerhoff's Subdivision of the South Half of Block 13 in Canal Trustees' Subdivision of the West half of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1412 West Division Street, Permanent Tax No. 17-05-124-043).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$400.00 submitted by said bidder to the Department of Housing who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

860 North Elston Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of James E. Wells, 442 West Wellington Avenue, Chicago, Illinois 60657 to purchase for the sum of \$4,610.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, pages 21720-21721 described as follows:

Lot 51 in Block 11 in Elston Addition to Chicago a Subdivision in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 860 North Elston Avenue, Permanent Tax No. 17-05-412-053).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$461.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1322 -- 1324 South Fairfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Healing Temple Church of God in Christ, 1330 South Fairfield Avenue, Chicago, Illinois, 60608 to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, pages 18356- 18357 described as follows:

Lot 2 in Ethel L. Swann's Subdivision of Lot 7 in Block 3 in Cook & Andersons' Subdivision of the West 1/2 of the Northeast 1/4 of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1322 -- 1324 South Fairfield Avenue, Permanent Tax No. 16-24-206-060).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1936 West Grand Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Patricia McDonald, 1944 West Grand Avenue, Chicago, Illinois, 60622 to purchase for the sum of \$3,600.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed May 15, 1985, pages 16192-16193 described as follows:

Lot 91 (except the North 6 feet for Alley) in Cochran's Subdivision of the North part of Block 20 in Canal Trustees' Subdivision of Section 7, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1936 West Grand Avenue, Permanent Tax No. 17-07-218-032).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,000.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

2614 North Greenview Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Angelo P. Pierucci, undivided 1/3, Donald P. Pierucci, undivided 1/3, Mark and Ester C. Nichol, his wife as joint tenants to an undivided 1/3, 2618 North Greenview Avenue, Chicago, Illinois, 60614 to purchase for the sum of \$26,011.00, the City- owned vacant property, previously advertised, pursuant to Council ordinance passed October 1, 1984, page 9851 described as follows:

Lot 5 Craig's Resubdivision of Lots 7 to 18 and Lots 23 to 34 Subdivision of (except West 145 feet) and (Except East 48 feet of the West 193 feet of the South 120 feet) Lot 9 Sheffield's Addition to Chicago, Block 45, the West 1/2 of the Southwest 1/4 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2614 North Greenview Avenue, Permanent Tax No. 14-29-301-062).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,602.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1501 -- 1503 North Hudson Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, c/o Allison S. Davis, 14 West Erie Street, Chicago, Illinois to purchase for the sum of \$36,450.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed April 18, 1985, page 15156 described as follows:

Lots 31 and 32 in Block 1 in Newberry's Subdivision of Block 1 and 4 in State Bank of Illinois Subdivision of part of the Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1501 -- 1503 North Hudson Avenue, Permanent Tax No. 17-04-111-022).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$3,650.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

4521 South Indiana Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Stanley McEwen, 1351 East 90th Street, Chicago, Illinois 60619 to purchase for the sum of \$4,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, page 18357 described as follows:

The South 1/2 of Lot 5 in Hurlbut's Subdivision of Lots 6 and 7 in Cleaver & Taylor's Subdivision in the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4521 South Indiana Avenue, Permanent Tax No. 20-03-315-012).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$410.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

5208 -- 5210 South Martin Luther King Drive.

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

SECTION 1. The City of Chicago hereby accepts the bid of George Alexander, 5212 South Martin Luther King Drive, Chicago, Illinois 60615 to purchase for the sum of \$11,100.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed September 11, 1985, page 19885 described as follows:

The South 40 feet 6 inches of Lot 2 and the North 20 feet of Lot 3 in Block 1 in Jennings' Subdivision of part of Jennings & Moffat's Subdivision of the South 60 Acres of that East 1/2 of the Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5208 -- 5210 South Martin Luther King Drive, Permanent Tax No. 20-10-306-036).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,110.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1754 -- 1758 North Marshfield Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of 1757 Partners, an Illinois limited partnership, 1757 North Paulina Street, Chicago, Illinois 60622 to purchase for the sum of \$12,010.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 6, 1985, pages 18358- 18359 described as follows:

Lots 59 to 63 both inclusive, and Lot 64 (except the West 5.5 feet thereof) excepting from the foregoing described tract the South 31.50 feet of the West 110.50 feet and that part of the West 10.42 feet thereof lying North of the South 31.50 feet thereof) in J. G. Subdivision of Block 24 in Sheffield's Addition to Chicago in the Southeast quarter of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1754 -- 1758 North Marshfield Avenue, Permanent Tax No. 14-31-422-016).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,201.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1657 -- 1659 West Monroe Street/105 South Paulina Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Bazil N. Brunetti, 1640 West Ogden Avenue, Chicago, Illinois 60612 to purchase for the sum of \$24,500.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed November 6, 1985, page 21723 described as follows:

Parcel 1: The North 40 feet of Lots 16 to 19 inclusive, and the North 40 feet of the West 4 feet of Lot 20 in Block 11 in S. F. Smith's Subdivision of the Northeast quarter of the Northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: That part of Block 11 in S. F. Smith's Subdivision of the Northeast quarter of the Northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, described as: Commencing at point on East line of Paulina Street 40 feet South of South line of Monroe Street running thence East parallel with the South line of Monroe Street 120 feet thence South parallel with East line of Paulina Street to Northerly line of alley; thence Southwesterly along said alley to point 75 feet South of South line of Monroe Street; thence West parallel with Monroe Street to East line of Paulina Street thence northerly along said East line to place of beginning; also, known as the South 35 feet of the North 75 feet of Lots 16 to 20 inclusive in Assessor's Plot of Block 11 in S. F. Smith's Subdivision of the Northeast quarter of the Northeast quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1657-1659 West Monroe Street/105 South Paulina Street, Permanent Tax Nos. 17-18-214-001 and 002).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,450.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

3122 South Morgan Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Frank F. Ricobene, 3012 South Emerald Avenue, Chicago, Illinois, 60616 to purchase for the sum of \$5,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1986, pages 18359-18360 described as follows:

Lot 4 in Subdivision of Lots 46 and 50 in Block 1 of B. Wilder's Subdivision of Blocks 1 and 4 in the Assessor's Division of Northwest 1/4 and the West 1/2 of the Northeast 1/4 of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3122 South Morgan Street, Permanent Tax No. 17-32-202-038).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$500.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1657 West Ohio Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of James L. Dumas, 836 North St. Louis Street, Chicago, Illinois 60651 to purchase for the sum of \$3,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, pages 13380-13381 described as follows:

Lot 58 in Forbue Subdivision of part of Block 17 in Canal Trustees' Subdivision in Section 7, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 1657 West Ohio Street, Permanent Tax No. 17-07-223-002).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$300.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1033 North Orleans Street.

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

SECTION 1. The City of Chicago hereby accepts the bid of Lawrence E. and Patricia A. Burns, not as tenants in common but as joint tenants, 326 West Wendell Street, Chicago, Illinois to purchase for the sum of \$17,200.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed January 16, 1986, pages 26410-26411 described as follows:

Lot 25 in Assessor's Division of Block 11 in Johnston, Roberts and Storr's Addition to Chicago in Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1033 North Orleans Street, Permanent Tax No. 17-04-416-002).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,720.00 submitted by said bidder to the Department of Housing, City Real Estate Section who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

547 North Sawyer Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Dorothy Williams, 549 North Sawyer Avenue, Chicago, Illinois 60624 to purchase for the sum of \$1,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 20, 1983, page 2708 described as follows:

Lot 11 in D. Franklin Anderson's Subdivision of Lots 1 to 4 and 36 to 39 in D. W. Patrick's Subdivision of the East half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 547 North Sawyer Avenue, Permanent Tax No. 16-11-223-002).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$100.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1423 North Sedgwick Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Orleans Management Co., an Illinois corporation, 53 West Jackson Boulevard, Suite 1201, Chicago, Illinois 60604 to purchase for the sum of \$16,000.00, the City-owned vacant property, previously advertised, pursuant to Council ordinance passed October 17, 1985, pages 21351 and 21352 described as follows:

Lot 2 (except the East 102 feet thereof) in the Subdivision of Lots 138 and 139 and the Resubdivision of Lots 142 to 151 inclusive and Bronson's Addition to Chicago in Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1423 North Sedgwick Avenue, Permanent Tax No. 17-04-200-052).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$1,600.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1500 -- 1502 North Sedgwick Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of M/D Ventures, an Illinois partnership, 14 West Erie Street, Chicago, Illinois 60610 to purchase for the sum of \$36,000.00 the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, pages 18360-18361 described as follows:

Lots 29 and 30 in W. L. Newberry's Subdivision of Block 1 of State Bank of Illinois Subdivision of Northeast quarter of the Northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, (Record October 8, 1848. Ante-

Fire), in Cook County, Illinois (commonly known as 1500 -- 1502 North Sedgwick Avenue, Permanent Tax No. 14-04- 111-035).

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

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

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

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

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

4919 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Emelda C. and Otis L. Granger, not as tenants in common but as joint tenants, 4923 South Vincennes Avenue, Chicago, Illinois to purchase for the sum of \$3,330.00 the City-owned vacant property, previously advertised, pursuant to Council ordinance passed February 4, 1985, pages 13385-13386 described as follows:

Lot 1 in Fitzpatrick's Subdivision of part of the Northeast 1/4 of the Southwest 1/4 of the Northeast 1/4 of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4919 South Vincennes Avenue, Permanent Tax No. 20- 10-217-009).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$330.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

1327 West Wellington Avenue.

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

SECTION 1. The City of Chicago hereby accepts the bid of Michael T. Scanlon, 1307 West Wellington Avenue, Chicago, Illinois 60657 to purchase for the sum of \$25,600.00 the City-owned vacant property, previously advertised, pursuant to Council ordinance passed June 26, 1985, pages 18361-18362 described as follows:

Lot 48 in Gross and Counselman's Subdivision of Block 9 in subdivision of that part of the North West quarter of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1327 West Wellington Avenue, Permanent Tax No. 14- 29-118-026).

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

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

SECTION 3. The City Clerk is authorized to deliver the deposit check of \$2,560.00 submitted by said bidder to the Department of Housing, City Real Estate Section, who is authorized to deliver said deed to the purchaser upon receipt of the balance of the purchase price of said property.

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

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

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

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schulter, Volini, Orr, Stone -- 46.

Nays -- None.

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

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

2348 -- 2352 West Adams Street.

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

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

Lot 8 and Lot 9 (except that part thereof taken for Adams Street) in Shoup's Subdivision of Lot 1 in Block 10 in Rockwell's Addition to Chicago, in Northwest 1/4 of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2348 -- 2352 West Adams Street, Permanent Tax No. 17-18-106-007).

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

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

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

2635 West Armitage Avenue.

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

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

Lot 7 in Goodrich & Young's Subdivision of Lots 4, 5, and 6 in Block 1 in Borden's Subdivision of the West 1/2 of the Southeast 1/4 in Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 2635 West Armitage Street, Permanent Tax No. 13-36-402-010).

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

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

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

3275 West Armitage Avenue.

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

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

Lot 13 in Winkelman's Resubdivision of part of Block 2 in Simon's Subdivision of the Southeast quarter of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3275 West Armitage Avenue, Permanent Tax No. 13-35-404-003).

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

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

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

8402 -- 8406 South Baker Avenue.

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

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

Lots 15 and 16 in Block 20 in Court Partition of the Southeast 1/4 of Section excepting Lands belonging to South Chicago Railroad Co., Division East 1/2 of the Southeast 1/4 of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 8402 -- 8406 South Baker Avenue, Permanent Tax Nos. 21-31-415-002 and 21-31-415-003).

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

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

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

9142 South Burley Avenue.

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

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

Lot 22 in Block 67 in Calumet & Chicago Canal & Dock Company's Subdivision of parts of fractional Sections 5 and 6 Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 9142 South Burley Avenue, Permanent Tax No. 26-06-406-027).

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

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

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

7300 South Carpenter Street.

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

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

The North 23.67 feet of Lot 1 in Block 2 in Young and Ryan's Subdivision of the North half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 29, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7300 South Carpenter Street, Permanent Tax No. 20-29-218-025).

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

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

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

1660 -- 1662 South Christiana Avenue.

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

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

Lot 25 (Except the North 2 Feet 11-1/2 inches thereof) in the Resubdivision of Block 12 in the Circuit Court partition of the East 1/2 of the Northeast 1/4 and of that part lying North of Ogden Avenue of the East 1/2 of the Southeast 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1660-1662 South Christiana Avenue, Permanent Tax No. 16-23-404-049).

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

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

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

—
2519 South Eleanor Street.

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

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

The West Half of Lot 22 in Manierre and Al Subdivision of Block 7 in Canal Trustees Subdivision of Blocks 5 and 6 in Canal Trustees Subdivision in South Fractional Half of Section 29, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2519 South Eleanor Street, Permanent Tax No. 17-20-307-025).

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

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

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

7733 South Fielding Avenue.

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

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

The Southerly 15 feet of Lot 13 and the Northerly 5 feet of Lot 14 in Block 9 in Auburn Park Subdivision in Section 28, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 7733 South Fielding Avenue, Permanent Tax No. 20-28-318-014).

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

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

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

2310 West Flourney Street.

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

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

Lot 4 in Subdivision of the South 50 feet of Lots 47 to 51 in Block 16 (except part of Lot 5) in Morris & Others' Subdivision of the West 1/2 of the Southwest 1/4 of Section 18,

Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2310 West Flourney Street, Permanent Tax No. 17-18-300-037).

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

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

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

3001 -- 3009 West Flourney Street/
700 -- 706 South Sacramento Boulevard.

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

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

The North 90 feet of Lots 1, 2, 3 and 4 in Frazier's Subdivision of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3001 -- 3009 West Flourney Street/700 -- 706 South Sacramento Boulevard, Permanent Tax Nos. 16-13-305-022 and 16-13-305-021).

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

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

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

5651 -- 5653 South Green Street.

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

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

Lot 1 in DeWitt C. Butt's Resubdivision of Lots 25 to 28, inclusive, in Block 8 in Eame's Subdivision of the Northeast 1/4 of the Northeast 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5651 -- 5653 South Green Street, Permanent Tax No. 20-17-215-017).

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

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

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

2331 North Greenview Avenue.

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

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

Lot 17 in Block 1 in George M. High's Subdivision of the East half of Block 15 in Sheffield's Addition to Chicago, in the West half of the Northwest quarter of Section 32, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2331 North Greenview Avenue, Permanent Tax No. 14-32-102-013).

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

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

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

7022 -- 7028 South Halsted Street.

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

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

Lots 10, 11 and 12 in Block 1 in Madlung & Eidmann's Subdivision of part of the North 3/4 of Southeast 1/4 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof rec. Sept. 14, 1921 as Doc. No. 4829388, in Cook County, Illinois (commonly known as 7022 -- 7028 South Halsted Street, Permanent Tax No. 20-20-431-026).

Also, subject to any open Special Assessments.

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

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

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

1717 North Honore Street.

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

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

Lot 78 in Block 34, in Sheffield's Addition to Chicago in the South East 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1717 North Honore Street, Permanent Tax No. 14-31-419-015).

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

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

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

3449 South Indiana Avenue.

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

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

Lot 25 in Block 1 in Harriet Farlin's Subdivision of Lots 8, 9 and 10 in Block 1 in Dyer and Davisson's Subdivision of the Southeast quarter of the Northwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3449 South Indiana Avenue, Permanent Tax No. 17-34-120-039).

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

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

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

6614 -- 6616 South Ingleside Avenue.

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

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

Lot 4 in Block 11 in Woodlawn Ridge Subdivision of the South 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6614 -- 6616 South Ingleside Avenue, Permanent Tax No. 20-23-122-022).

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

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

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

1328 South Karlov Avenue.

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

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

Lot 12 in Block 6 in Wm. A. Merigold's Resubdivision of the North fifty (50) acres of the East half of the Northeast quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1328 South Karlov Avenue, Permanent Tax No. 16-22-213-012).

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

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

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

1340 South Karlov Avenue.

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

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

Lot 17 in Block 6 in Wm. A. Merigold's Resubdivision of the North 50 acres of the East 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1340 South Karlov Avenue, Permanent Tax No. 16-22-213-017).

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

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

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

3919 South Kedzie Avenue.

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

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

Lot 32 in Thomas Rutter's Subdivision of Lot 1 in Superior Court Partition of that part of the West 1/2 of the Northwest 1/4 of Section 1, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3919 South Kedzie Avenue, Permanent Tax No. 19-01-100-003).

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

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

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

620 South Keeler Avenue.

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

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

Lot 49 and the south 20 feet of Lot 50 in Block 1 in William Hale Thompson's Subdivision of that part of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, lying North of Barry Road, in Cook County, Illinois (commonly known as 620 South Keeler Avenue, Permanent Tax Nos. 16-15-404-023 and 024).

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

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

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

1351 -- 1353 South Kildare Avenue.

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

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

Lot 27 and 28 in Block 3 in Francis P. Cassey's Subdivision of Blocks 1 to 4 in the Subdivision by L. C. Paine Freer (as receiver) of the West 1/2 of the Northeast 1/4 of Section 22, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1351 -- 1353 South Kildare Avenue, Permanent Tax No. 16-22-210-017).

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

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

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

6318 -- 6320 South Kimbark Avenue.

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

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

Lot 23 in Block 3 in Wait and Bowen's Subdivision of that part of the West 1/2 of the North East 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6318 -- 6320 South Kimbark Avenue, Permanent Tax No. 20-23-200-019).

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

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

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

4146 South Lake Park Avenue.

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

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

That part of Lots 21 and 22 in Block 3 in Bayard and Palmer addition to Chicago, in the Northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded December 22, 1880 in Book 15 of Plats, Page 66 as Document No. 302850, described as follows: Commencing at the Northeasterly corner of said Lot 22, thence running Southwesterly at right angles with Lake Avenue (formerly Hyde Park Avenue) 100 feet; thence Southeasterly on a line parallel to said Lake Avenue, 50 feet; thence Northeasterly 100 feet to Southeasterly corner of Lot 21, aforesaid; thence Northwesterly to the point of beginning in Cook County, Illinois (commonly known as 4146 South Lake Park Avenue, Permanent Tax No. 20-02-117-035).

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

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

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

4535 -- 4539 South St. Lawrence Avenue.

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

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

Lots 24, 25 and 26 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, a Subdivision of the North 40 acres of the South 60 acres of the East 1/2 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4535 -- 4539 South St. Lawrence Avenue, Permanent Tax Nos. 20-03-418-023 and 20-03-418-024).

Also, any open Special Assessments.

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

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

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

10708 South Loomis Street.

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

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

The East 100 feet of the South 1/2 of Lot 2 and the East 100 feet of the North 1/2 of Lot 3 in Willis M. Hitt's Subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 17, and part of the Northeast 1/4 of the Southeast 1/4 of Section 18, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 10708 South Loomis Street, Permanent Tax No. 25-17-303-006).

Also, subject to Special Assessments.

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

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

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

1445 South St. Louis Avenue.

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

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

The South 3.87 feet of Lot 3 and the North 22.13 feet of Lot 4 in Benjamin Schechter's Resubdivision of Lots 13, 14 and 15 in Block 2 in Grant's Addition to Chicago, being a Subdivision of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1445 South St. Louis Avenue, Permanent Tax No. 16-23-216-014).

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

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

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

1332 -- 1334 West Madison Street.

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

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

Lots 16 and 17 in Block 6 in Malcomb McNeil's Subdivision of Blocks 6, 7, 8 of Wright's Addition to Chicago, also described as the West 466 feet of Lot 7 of Circuit Court Partition of the Southwest 1/4 of the East 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1332 --1334 West Madison Street, Permanent Tax No. 17-08-335-021).

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

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

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

6901 -- 6907 South May Street.

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

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

Lots 45 to 48 in Block 11 in Lee's Subdivision of the West 1/2 of the Southeast 1/4 of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 6901 -- 6907 South May Street, Permanent Tax No. 20-20-417-001).

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

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

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

4041 West Maypole Avenue.

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

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

Lot 50 in F. S. Tyrrell's Subdivision of Block 17 in the West Chicago Land Co.'s Subdivision of the South 1/2 of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4041 West Maypole Avenue, Permanent Tax No. 16-10-416-008).

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

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

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

4030 -- 4032 South Michigan Avenue.

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

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

Lot 7 (except the East 17 feet) in Block 5 in Pryon and Hopkins Subdivision of the West 1/2 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4030 -- 4032 South Michigan Avenue, Permanent Tax No. 20-03-107-016).

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

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

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

743 North Noble Street.

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

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

Lot 12 in Block 5 in Taylor's Subdivision of Block 1 in Assessor's Division of the East half of the Northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 743 North Noble Street, Permanent Tax No. 17-08-103- 009).

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

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

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

920 North Noble Street.

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

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

Lot 3 in Lewis' Resubdivision of Lots 1 to 5 inclusive, in the Subdivision of the South 1/2 of Block 22 in Canal Trustees' Subdivision in the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 920 North Noble Street, Permanent Tax No. 17-05-319-052).

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

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

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

562 -- 564 East Oakwood Boulevard.

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

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

The West 17 feet of Lot 12 (except the South 10 feet and except that portion taken for alley); also the East 36 feet 4 inches of Lot 13 (except the South 10 feet thereof and except the West 8-1/2 inches of the North 28 feet of the South 38 feet and except that portion taken for alley) in Block 2 in Cleaverville Add'n. in the North 1/2 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 562 -- 564 East Oakwood Boulevard).

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

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

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

3646 West Roosevelt Road.

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

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

Lot 19 (except the South 17 feet for Street) in Fivins & Gilberts Subdivision of the South 15 Acres of the East 1/2 of the East 1/2 of the Southwest 1/4 of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3646 West Roosevelt Road, Permanent Tax No. 16-14-328-049).

Special Assessments due.

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

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

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

1841 -- 1855 North Spaulding Avenue.

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

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

Lots 37 to 44 both inclusive in Block 11 in Winkelman's Subdivision of part of Blocks 2 and 11 of E. Simon's Subdivision of the South East 1/4 of Section 35, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1841 -- 1855 North Spaulding Avenue, Permanent Tax No. 13-35-410-002).

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

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

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

5223 South Wabash Avenue.

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

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

Lot 2 in Block 1 in Olinger's Subdivision of South 2 Acres of North 16 Acres of West 1/2 of Northwest 1/4 of Southwest 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 5223 South Wabash Avenue, Permanent Tax No. 20-10-301-026).

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

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

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

6443 South Washtenaw Avenue.

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

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

Lot 31 in Block 7 in Avondale, a Subdivision of the West 1/2 of the Northeast 1/4 of Section 24, Township 38 North, Range 13 East of the Third Principal Meridian, According to the Plat thereof recorded August 12, 1872 in Book 1 of Plats Page 89 as Document No. 49253, in Cook County, Illinois, (commonly known as 6443 South Washtenaw Avenue, Permanent Tax No. 19- 24-210-014).

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

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

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

7044 South Wolcott Street.

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

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

Lot 7 in Block 1 in F. H. Bartlett's Subdivision of the West 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 38 North, Range 14, East of the Third

Principal Meridian, in Cook County, Il., (commonly known as 7044 South Wolcott Street, Permanent Tax No. 20-19- 425-041).

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

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

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

865 North Wood Street.

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

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

The North 1/2 of Lot 4 in Block 20 in Johnston & Other's Subdivision of the East 1/2 of the Southeast 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 865 North Wood Street, Permanent Tax No. 17-06-429-006).

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

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

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

*3753 -- 3759 West 15th Street/
1501 -- 1503 South Hamlin Avenue.*

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

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

Lot 13 in Block 3 in Bond's Addition to Chicago, a Subdivision of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 3753 -- 3759 West 15th Street/1501 -- 1503 South Hamlin Avenue, Permanent Tax No. 16-23-126-001).

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

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

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

528 -- 530 East 42nd Street.

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

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

Lots 22 and 23 in Peets Resubdivision of Block 1 in Jennings' Subdivision of the South 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 3, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 528 -- 530 East 42nd Street, Permanent Tax No. 20-03-217-022).

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

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

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

600 -- 608 East 48th Street/
4755 -- 4757 South St. Lawrence Avenue.

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

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

Lots 30 and 31 (except street) in Block 1 in Subdivision of Lots 3 to 5 in Stone and McGlashan's Subdivision of that part of the North 1/2 of the North 1/2 of the Northeast 1/4 of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 600 -- 608 East 48th Street/4755 -- 4757 South St. Lawrence Avenue, Permanent Tax No. 20-10-203-020).

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

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

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

1434 -- 1436 West 63rd Street.

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

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

Lots 19 and 20 in Scobey & Shont's Subdivision of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1434 -- 1436 West 63rd Street, Permanent Tax No. 20-17-327-041).

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

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

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

1919 West 63rd Street.

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

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

Lot 8 in Block 7 in South Lynne, being a Subdivision in the North half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1919 West 63rd Street, Permanent Tax No. 20-19-201-003).

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

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

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

1935 -- 1945 East 79th Street/7901 South Euclid Avenue.

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

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

Lots 6 to 10 Resubdivision of Block 1 of L. A. Ostrom's Resub. of East 1/2 of East 1/2 of Northwest 1/4 of East 1/2 of Northwest 1/4 of Section 36, Township 38 North, Range 14, lying East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1935 -- 1945 East 79th Street/7901 South Euclid Avenue, Permanent Tax Nos. 20-36-105-001, 20- 36-105-002, 20-36-105-003, 20-36-105-004 and 20-36-105-005).

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

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

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

REJECTION OF BIDS FOR PURCHASE OF CITY-OWNED
PROPERTY AT 2837 WEST FLOURNOY STREET
AND 4408 SOUTH VINCENNES AVENUE.

The Committee on Land Acquisition, Disposition and Leases submitted a report recommending that the City Council pass two proposed ordinances transmitted therewith, rejecting bids for the purchase of certain City-owned vacant properties.

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

Yeas -- Aldermen Roti, Rush, Tillman, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Madrzyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, Orbach, Schultzer, Volini, Orr, Stone -- 46.

Nays --None.

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

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

2837 West Flourney Street.

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

SECTION 1. The City of Chicago hereby rejects the bid of Samuel Ingram Jr., 1030 North Leclaire Avenue, Chicago, Illinois 60651 to purchase for the sum of \$1,200.00, the City-owned vacant property, previously advertised pursuant to Council authority passed February 15, 1985, page 5067.

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

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

Lot 3 in Block 7 in Subdivision of Blocks 2 and 7 in G. W. Clarke's Subdivision of the East half of the Southwest quarter of Section 13, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 2837 West Flourney Street, Permanent Tax No. 16-13-307-010).

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

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

4408 South Vincennes Avenue.

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

SECTION 1. The City of Chicago hereby rejects the bid of Luther Green, 4406 South Vincennes Avenue, Chicago, Illinois 60653 to purchase for the sum of \$550.00, the City-owned vacant property, previously advertised pursuant to Council authority passed June 26, 1985, page 18361.

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

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

Lot 4 in C. W. Hoff's Subdivision of Lot 18 to 21 in Ward's Subdivision of the North 1/4 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, (commonly known as 4408 South Vincennes Avenue, Permanent Tax No. 20-03-407-030).

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

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

COMMITTEE ON POLICE, FIRE AND MUNICIPAL INSTITUTIONS.

AUTHORITY GRANTED TO AMEND MUNICIPAL CODE CHAPTER 193, SECTION 193-1.5 CONCERNING PENALTY PROVISIONS FOR ACTS OF VANDALISM.

The Committee on Police, Fire and Municipal Institutions submitted the following report:

CHICAGO, October 6, 1986.

To the President and Members of the City Council:

Your Committee on Police, Fire and Municipal Institutions having under consideration a proposed ordinance (which was referred on April 9, 1986) from Alderman Mell amending Chapter 193-1.5 of the Municipal Code of the City of Chicago. Code Amendment to penalize acts of vandalism by setting requirements of community work in addition to existing penalties begs leave to recommend that Your Honorable Body *Pass* the said ordinance, which is transmitted herewith.

This recommendation was concurred in by a unanimous vote.

Respectfully submitted,
(Signed) MICHAEL SHEAHAN,
Chairman.

On motion of Alderman Sheahan, the substitute proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Municipal Code of Chicago is hereby amended by striking therefrom in its entirety Section 193-1.5 and by substituting in lieu thereof a new Section 193-1.5, in italics as follows:

193-1.5. A person commits vandalism when he engages in the willful or malicious destruction, injury, disfigurement, or defacement of any public or private property, real or personal, without the consent of the owner or person having custody of the property. This offense includes, but is not limited to, cutting, tearing, breaking, marking, drawing or painting when these actions are intended to or have the effect of causing damage to property.

Any person who violates the provisions of this section, upon conviction thereof, shall be punished by a fine of Five Hundred Dollars (\$500.00). Any such offense may also be punished as a misdemeanor by incarceration in a penal institution other than a penitentiary for a term of ten (10) days or by a requirement to perform eighty (80) hours of community service under the procedures set forth in Section 1-2-1.1 of the Illinois Municipal Code, Ill. Rev. Stat. Ch. 46, §1-2-1.1 (1985), as amended, and in the Illinois Code of Criminal Procedure, Ill. Rev. Stat. Ch. 38, §100-1 et seq. (1985), as amended, in a separate proceeding. All actions seeking the imposition of fines only shall be filed as quasi-criminal actions subject to the provisions of the Illinois Code of Civil Procedure, Ill. Rev. Stat. Ch. 110, §1-101, et seq. (1985), as amended.

SECTION 2. If any provisions of this ordinance, or application thereof to any person or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, the judgment shall not affect, impair or invalidate the remainder of this ordinance 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 the judgment shall have been rendered and to the person or circumstances involved. It is hereby declared to be the legislative intent of the City Council that this ordinance would have been adopted had such unconstitutional or invalid provision, clause sentence, paragraph, section, or part thereof not been included.

SECTION 3. This ordinance shall become effective from and after its date of passage and due publication.

**COMMITTEE ON SPECIAL EVENTS AND
CULTURAL AFFAIRS.**

**APPROVAL OF LEASE AGREEMENTS BETWEEN CITY OF
CHICAGO AND SIX PROMOTORS FOR ETHNIC
FESTIVALS TO BE HELD AT
OLIVE PARK.**

The Committee on Special Events and Cultural Affairs submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith:

WHEREAS, A series of six ethnic festivals to be conducted on the grounds of Olive Park during the summer of 1986 has been proposed; and

WHEREAS, Such festivals create a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to various cultures; and

WHEREAS, Such festivals also create unique opportunities to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest; now, therefore,

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

SECTION 1. That the Director of the Mayor's Office of Special Events, subject to the approval of the City Comptroller and the approval of the Corporation Counsel as to form and legality, is hereby authorized and directed to execute on behalf of the City of Chicago lease agreements with the festivals' promoters, to wit, Viva Mexico Festival, Inc., Polish American Congress, Irish Fest Chicago, International Festivals, Inc., Henry Cardenas & Associates, Inc., Chicago Amerita UNICO Club, said lease agreements to be substantially in the form attached hereto as Exhibits 1 through 6.

SECTION 2. That this ordinance shall be in full force and effect as of the date of its passage.

[Exhibits 1 through 6 are printed on pages 34529
through 34778 of this Journal.]

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of 7-16-1986, by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and the Polish American Congress, a not-for-profit corporation under the laws of Illinois, which has its principal offices at 5944 North Milwaukee, Chicago, Illinois 60646 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Festival Polonaise (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of July 16, 1986, to July 22, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City services (including, but not limited to, sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to agreement or any

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

IF TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

IF TO THE PROMOTER:

Polish American Congress
5844 North Milwaukee
Chicago, Illinois 60646
Attention: George Burke

Notices sent in accordance with this section shall be deemed
effective upon mailing.

SECTION 8: Authority

8.01 The Promoter shall provide to the City a copy of its
certificate of incorporation and a duly adopted resolution of its
directors authorizing execution of the lease agreement.

8.02 Execution of this lease agreement by the City was
authorized by an Ordinance of the City Council of the City of Chicago
passed on _____. (C.J.P. O. _____).

10/6/86

REPORTS OF COMMITTEES

34547

IN WITNESS WHEREOF, _____

and the City have caused this lease agreement to be signed as of the first date written above.

CITY OF CHICAGO

BY: _____

DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

APPROVED:

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

Polish American Congress
(PROMOTER)

BY: _____

John P. Panceri
Its President

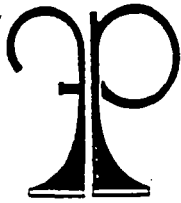
ATTEST:

BY: _____

Richard Quinlan
(Its Secretary)
TREASURER
(Corporate Seal)

SUBSCRIBED BEFORE ME THIS
16TH DAY OF JULY, 1986

Engelbert Bruch
NOTARY



Festival Polonaise

SPEND A WEEKEND IN THE OLD WORLD AT CHICAGO'S LAKEFRONT POLISH FESTIVAL

EXHIBIT E

FESTIVAL MISSION-PROPOSAL

Festival Polonaise is a celebration of the contributions of the people of Polish heritage to Chicago and Illinois. The Festival will invite all residents of the Midwest to spend a weekend in the Old World at Chicago's Lakefront Festival Ground- Milton Olive Park.

The Festival will include three days of entertainment on four stages, reflecting the wide interests & accomplishments of Polish & American performers, including contemporary, traditional, and classical works. A unique, juried show of Polish Artist's work and treasures from the Polish Museum and other institutions will further support the theme. The inclusion of a European style circus, typical Polish street performers and special senior citizen programs will enhance the family participation traditional to the Polish Culture. For those reasons, children are free.

The purpose of the event is expose both the general population and those of Polish heritage to a concentrated dose of the culture, interpreted in grand style of Chicago. The funds raised are dedicated to the charitable & educational programs of the Illinois Div., Polish American Congress and Polish American Foundation, a federal and state recognized not-for-profit corporation.

Apart from the entertainment and exhibits, the grounds will be populated with a great array of ethnic & specialty food & curio stands, reminiscent

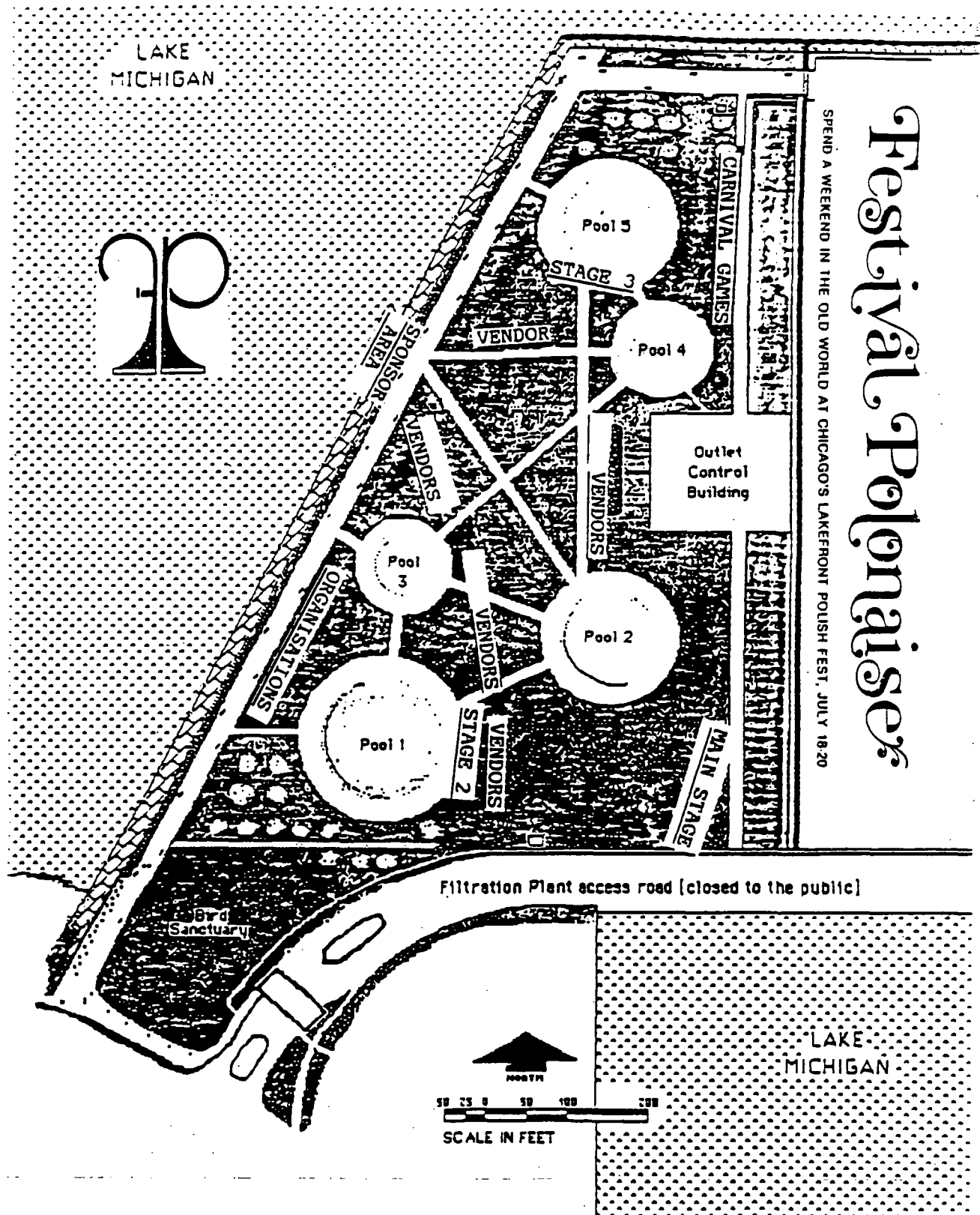
Sponsored by the Polish American Congress and Presented by the Mayor's Office of Special Events

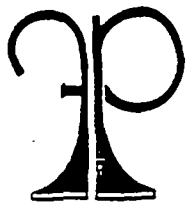
Reply to address indicated

- ☐ Polish American Congress, 5844 No. Milwaukee Ave., Chicago, IL 60646 - (312) 631-3300
☐ Market Resource Partners, 1581 Almond Ct., Downers Grove, IL 60515 - (312) 968-1992

Exhibit C

(Promoter's production plan including
site map locating its facilities and
list of entertainment, food vendors, and
subcontractors.)





Festival Polonaise

SPEND A WEEKEND IN THE OLD WORLD AT CHICAGO'S LAKEFRONT POLISH FESTIVAL

FOOD VENDOR LIST (tentative 5/26)

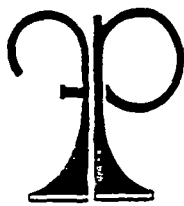
Kuczak Deli	5247 N. Milwaukee 60646	hot food
Arcadia Restaurant	2943 N. Milwaukee 60618	hot food
Mio Mir's Restaurant	2255 W. Lawrence	hot food
A Natural Harvest	7122 S. Jeffery 60649	veget. food
Lakefront Parks Con. LTD	2021 Stockton 60614	food carts
The Paczki Inc.	11228 S. Harlem, Worth 60482	hot food
DBA Dunn's Polish-Italian Restaurant		
Chesdan's Restaurant	4465 S. Archer 60632	pizza slices
Bravo Pizza	3335 N. Southport 60657	pizza
DBA Fiesta Bravo Productions		
Chopin Mon Amour R.	4217 N. Milwaukee 60641	hot food
Wozniak's Casino	2530 S. Blue Island 60608	hot food
Specialties By JJ	RT 2-Box 215, Perry, OK 73077	funnel cakes
Polo Restaurant	8801 N. Milwaukee, Niles 60648	hot food
Salvino's Pizza	10063 S. Ewing 60617	thick pizza
Teezon Bakeshop	4010 N. Broadway 60611	Oriental food
Mekong Restaurant	4953 N. Broadway 60640	viet nam food
Harold's Chicken	7310 S. Halsted 60621	fries food
Scoops & Sweets, Inc	134 N. Oak Park Av. Oak Park 60302	ice cream
Gaudyn's Milv. Inn	6474 N. Milwaukee 60631	hot food
Little Warsaw Rest.	7849 W. 79th, Bridgeview, 60455	Polish food
Canal St. Liquors	420 W. 31st 60616	fruit in wine
DBA Polska Karczma		
Maryia Polonaise Rest.	3192 N. Milwaukee Chicago	Polish Food
Robinson's Ribs	940 Madison, Oak Park 60302	Ribs
Popcorn Chicago	575 W. Madison 60606	Popcorn carts
Billy Goat Inn	430 N. Michigan 60611	cheeseturgers
Old South Side Pub	11136 S. Western 60643	roasted food

(list is in-complete. will complete within 2 working days)

Sponsored by the Polish American Congress and Presented by the Mayor's Office of Special Events

Reply to address indicated

- ☐ Polish American Congress, 5844 No. Milwaukee Ave., Chicago, IL 60646 - (312) 631-3300
- ☐ Market Research Company, 1501 Algonquin St., Downers Grove, IL 60515 - (312) 958-1992



Festival Polonaise

SPEND A WEEKEND IN THE OLD WORLD AT CHICAGO'S LAKEFRONT POLISH FESTIVAL

MAJOR CONTRACTOR LIST:

ICE:

John Fernandes, 2021 N. Stockton Dr., Chicago 60614: 975-7559

ELECTRICAL:

J.F. Fisher & Co., 53 W. Jackson, Chicago, 60604: 663-0165

SANITATION:

Flood Bros., 4827 W. Harrison, Chicago: 626-5800

STAGE & SOUND:

Creative Sound, PO Box 375, Mt. Prospect, 60057:

TENTS & BOOTHS:

Special Event Promotions, 3009 N. Oriole, Chicago: 231-1700

SECURITY:

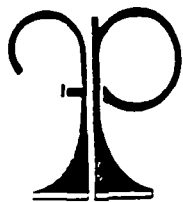
Illinois Plant Protection, 1829 Broadway, Melrose Park, 344-8955

Supervisors will include off-duty (Polish speaking) Chicago police.

Sponsored by the Polish American Congress and Presented by the Mayor's Office of Special Events

Reply to address indicated

- ☐ Polish American Congress, 5844 No. Milwaukee Ave., Chicago, IL 60646 - (312) 631-3300
- ☐ Market Resource Partners, 1581 Almond Ct., Downers Grove, IL 60515 - (312) 968-1992



Festival Polonaise

SPEND A WEEKEND IN THE OLD WORLD AT CHICAGO'S LARGEST

SCHEDULE OF ENTERTAINMENT - FRIDAY 7/18/86*

POLKA GARDEN

12:30 - 2:30

3:00 - 6:00
Lenny Gomulka

6:30 - 10:00
Chicago Milwaukee
Avenues

BUDWEISER

12:00 - 12:30
Opening Ceremonies

12:30 - 2:00
Lenny Gomulka

2:00 - 3:00
Slovenian-American
Radio Club Folk
Dancers

3:00 - 4:00
Paul's Diamonds

4:00 - 5:30
Polish singer

5:30 - 7:00
Polish dance groups:
Wesoly Lud, Lechici

7:00 - 8:30
International singer,
Waldemar Kocon

8:30 - 10:00
Bajm

INTERNATIONAL

12:30 - 3:00
Reel to Reel

3:00 - 4:00
Kosciuszko School
Dancers

4:00 - 7:00
Decades

CHOPIN

12:30-3:30
David Romaine

4:00 - 5:00
Oplenac Zespol
Serbski

6:30 - 7:30
Ref-Ren

8:00 - 9:00
Warsaw at Nite

9:00 - 10:00
Kawalkowski
Orchestra

*Subject to change

Sponsored by the Illinois Division of the Polish American Congress and the Polish American Foundation

Reply to address indicated

- ☐ Illinois Division, P.A.C., 5844 North Milwaukee Avenue, Chicago, Illinois 60646 · (312) 631-3300
- ☐ Market Resource Partners, 1581 Almond Court, Downers Grove, Illinois 60515 · (312) 968-1992

10/6/86

REPORTS OF COMMITTEES

34555

SCHEDULE OF ENTERTAINMENT - SATURDAY 7/19/86*

POLKA GARDEN

12:00 - 3:00
Jimmy Mieszala

3:30 - 4:30
The Suspenders

5:00 - 8:00
Jerry Zachara

BUDWEISER

12:00 - 1:00
Lira Singers

2:00 - 3:00
Polish schools

3:00 - 5:00
The Happy Band

5:00 - 6:00
Podhale I
(Highlanders)

6:00 - 7:30
Blues & Soul Bros.

8:00 - 10:00
Charlie Daniels
Band

INTERNATIONAL

12:00 - 2:30
47th Street
Concertina Band

3:00 - 4:00
Kosciuszko Dancers

4:00 - 6:00
Li'l Richard

7:00 - 8:00
Nowe Zycie

CHOPIN

4:00 - 5:00
Dzieci Podhalanske

5:00 - 6:00
Knights of
Lithuania

6:00 - 9:00
David Romaine
Orchestra
- and -
The Tango Contest

9:00 - 10:00
The Professor
(pianist)

*Subject to change

SCHEDULE OF ENTERTAINMENT - SUNDAY 7/20/86*POLKA GARDEN

3:30 - 7:30
Li'l Richard

8:00 - 9:30
Jimmy Mieszala

BUDWEISER

12:00 - 1:00
Dana (singer)

1:00 - 2:00
International Singer,
Waldemar

2:00 - 3:00
Salute to Polish
Women
"Miss Polonaise"
Contest

3:00 - 4:30
Urbanlak
(Jazz violinist)

4:30 - 5:30
Wesoly Lud Dancers

6:00 - 8:00

8:00 - 10:00
Buckingham

INTERNATIONAL

12:00 - 3:00
The Hubcats

4:00 - 5:00
Lechowiacy Dancers

5:00 - 6:00
Janczak

6:00 - 7:00
Podhalanie II
(Highlanders)

7:00 - 8:00
Lira Singers

8:00 - 9:00
Lechici Dancers

9:00 - 10:00
Janczak

CHOPIN

12:00 - 1:00
The Professor
(pianist)

1:00 - 2:00
Stefan Wicik
Operatic Tenor &
Henryk Wayzyczek
Pianist

2:00 - 3:00
Wesoly Ludek

4:00 - 5:00
Centrum
(PRCU)

Tancow Ludowych

5:00 - 6:30
Choir (Alliance
of Polish Clubs)

6:30 - 7:30
Polonez

7:30 - 9:00
Filareczyci
Dudziarz

9:00 - 10:00
Nova Band

*Subject to change

SUBCONTRACTORS FOR 1986 OLIVE PARK FESTIVALS

1. J.F. FISHER & CO. ELECTRICAL CONTRACTORS
53 W. Jackson Blvd., Suite 1618
Chicago, IL 60604
663-0165
2. CREATIVE SOUND - STAGES, SOUND & LIGHTING
P.O. Box 852
Mt. Prospect, IL 60056
577-5881
3. FLOOD BROS. DISPOSAL SYSTEMS
4827 W. Harrison
Chicago, IL 60644
4. TRIPLE A CHEMICAL TOILETS, INC.
1851 S. Clinton
Chicago, IL 60616
5. ILLINOIS PLANT SECURITY
1829 N. Broadway
Melrose Park, IL 60160
344-8955
6. AAA RENT-ALL SYSTEM - CHAIRS
3323 W. 183rd St.
Homewood, IL 60430
798-9191
7. BUONO, RICH - FOOD BOOTHS
N. Oriole
Chicago, IL
237-4700
8. DARLING & COMPANY - GREASE DISPOSAL
4650 S. Racine Ave.
Chicago, IL 60609
927-3000
9. UNITED FENCE CO.
722 W. 49th Pl.
Chicago, IL
924-0773

Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. **OPENING AND CLOSING:** Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. **EQUIPMENT INSTALLATION:** Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. Festival Promoters will monitor alcohol sales in cooperation with the Chicago Police Department and will

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. **DELIVERIES:** Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. **INSURANCE:** Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will also obtain other necessary insurance.

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. **VEHICLES:** Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. **ELECTRICITY:** Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

15. PRODUCTION MEETINGS: Festival Promoters will have a

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. **FINANCIAL STATEMENT:** Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.

20. **CONTENT OF FESTIVAL:** Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.

21. **MEDICAL:** Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals when appropriate.

22. **SECURITY:** Festival Promoters shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chicago Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

EXHIBIT F

METROPOLITAN SANITARY DISTRICT OF CHICAGO

POLLUTION PREVENTION MEASURES

Festival Promoters shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Olive Park which may result from the operation of the Festivals. In order to ensure that no pollution occurs, the Festival Promoters should adhere to procedures and measures adopted in previous events:

1. Festival Promoters shall provide a minimum of one waste water drum per food vendor which will receive wash waters from food preparation. Each drum will be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums will be placed in a central location accessible to the vendors as well as the service contractor and each drum will have a screen over the open top to prevent the entry of large debris.
2. Festival Promoters shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. Festival Promoters shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. Festival Promoters shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than nightly servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets will be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.
5. Festival Promoters shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the MSDGC.

Festival Promoters shall require the vendors participating in the Festivals to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of Olive Park.

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event this information is current. Notwithstanding, the Corporation Counsel may require any such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA".

Bidder's Name: POLISH AMERICAN FOUNDATION

Bidder's Address: 5844 N. MILWAUKEE, CHICAGO, IL 60646

Bidder is 1. Corporation () 2. Partnership () 3. Sole Proprietor ()
4. Other (X) NON-PROFIT ORG.

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION 1. CORPORATION

1a. Incorporated in the State of ILLINOIS

1b. Authorized to do business in the State of Illinois:
Yes (X) No ()

1c. Names of officers and Directors of Corporation ROMAN PUCINSKI - PRES.
SECRETARY - TERESA SAMULSKI TREASURER - RICHARD OWS

Dir. JAN JUREWICZ, STANLEY LATOSZUNSKI, ZOFIA PIKORS

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each.

NO SHAREHOLDERS

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 1% of the proportionate ownership interest and the percentage interest of each.

NO SHAREHOLDERS

NOTE: Generally with corporations having 100 or more shareholders where no shareholder owns 1% of the shares the requirements of this Section 1 would be

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

SECTION 3 - SOLE PROPRIETOR

- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.
YES () NO () If NO, provide the following information.

- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.

- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

SECTION 4 - OTHER

- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

To the best of his (her) knowledge the information provided hereon is accurate and current.

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of July 22, 1986, by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Viva Mexico Festival, Inc., a for-profit corporation under the laws of Illinois, which has its principal offices at 1082 Rainwood Drive, Aurora, Illinois 60507 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Viva Mexico (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of July 23, 1986, to July 29, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City services (including, but not limited to, sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to agreement or any

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

IF TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

IF TO THE PROMOTER:

Viva Mexico Festival, Inc.
1082 Rainwood Drive
Aurora, Illinois 60507
Attention: Ivan Fernandez

Notices sent in accordance with this section shall be deemed effective upon mailing.

SECTION 8: Authority

8.01 The Promoter shall provide to the City a copy of its certificate of incorporation and a duly adopted resolution of its directors authorizing execution of the lease agreement.

8.02 Execution of this lease agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. v. _____).

10/6/86

REPORTS OF COMMITTEES

34589

IN WITNESS WHEREOF, Viva Mexico Festival, Inc.

and the City have caused this lease agreement to be signed as of the first date written above.

CITY OF CHICAGO

BY: _____

DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

APPROVED:

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

Viva Mexico Festival, Inc.
(PROMOTER)

BY: _____

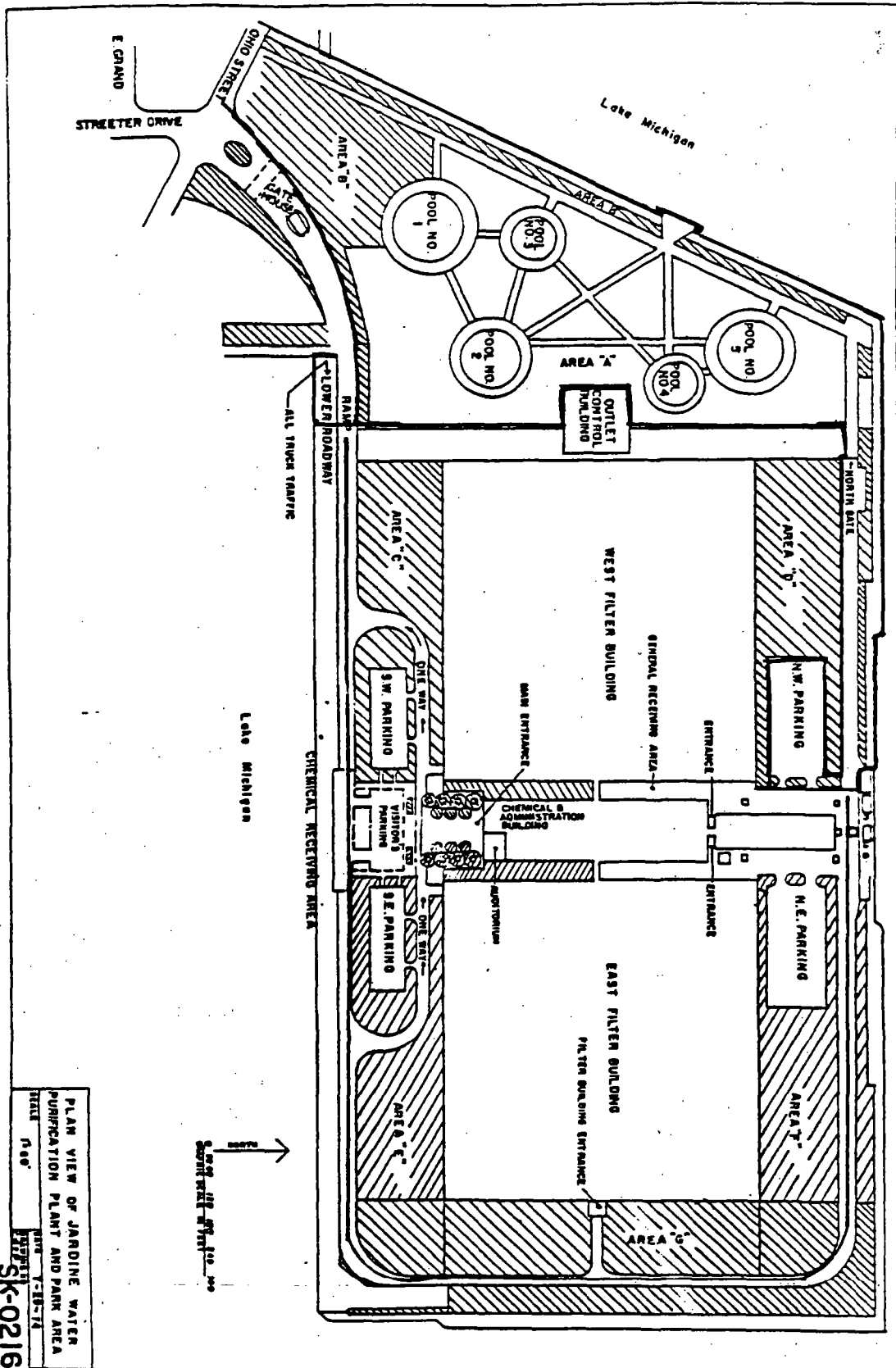
John C. ...
its President

ATTEST:

BY: _____

My Cito
(Its Secretary)

(Corporate Seal)



PLAN VIEW OF JARDINE WATER
PURIFICATION PLANT AND PARK AREA
DATE 7-18-74
SHEET 1 OF 1
SK-0216

10/6/86

REPORTS OF COMMITTEES

34591

7-076

00



June 18, 1986

Ms. Susan Wayman
Coordinator, Olive Park Festivals
Major's Office of Special Events
202 N. Streeter Drive
Navy Pier South Gate Entrance
Chicago, IL. 60611

Dear Ms. Wayman:

This is in response to your request that we submit to your office a descriptive summary of the program and objectives of the Viva Mexico Festival.

As the enclosed program description tells, the Viva Mexico Festival will be an all-Mexican entertainment and cultural event. While the name of the festival, "Viva Mexico", is being used for first time, the event itself is similar in nature to other events held in the Chicago area last year. One of those events was Primavera Musical of which I was a co-producer.

By producing this festival we expect to accomplish several objectives, being the most important ones: a) to foment a sense of solidarity and ethnic pride among the Mexican-American community of Chicago; b) to expose the Mexican cultural heritage to the rest of the American society as to create a better understanding about our neighbors South of the border, and; c) to help one specific organization which is contributing significantly to the upward social mobility of many Mexican-American in this city, that is, the 22 Ward Youth Organization.

Should you have any doubts, please, do not hesitate to call me at 772-2244 or 772-4911.

Sincerely yours,

Ivan Fernandez
Ivan Fernandez
President, Alamo, Inc.

1986 VIVA MEXICO FESTIVAL
(Program description)

Event history: VIVA MEXICO is a continuation of a series of events of similar nature held last year at Hawthorne Park. Primavera Musical, produced by Alamo Promotions and of which we are including a pictorial summary, was one of these. Portions of the proceeds of VIVA MEXICO will be donated to the 22 Ward Youth Organization.

Event Dates: July 25, 26 and 27

Event Site: Olive Park, Ohio Street at Lake Shore Drive

1986 Attendance: 50,000 over three days (estimated)

1985 Attendance: 70,000 over three days

Description: A music-and-food affair, the festival will feature the sounds and cuisines of Mexico. Mexican talent will fly in for the event; local restauranteurs will provide native food samplings. The festival also will feature children's rides and amusements, a teen stage, senior citizens tent and an art exposition

Types of Sponsorships: Full (exclusive) and partial (cosponsorships)

1986 Sponsorship Opportunities: Entertainment Stages (two)
(Product name) Mexican Caribbean Cafe
Mexican art exposition
Children's Playland and Teen Stage
Senior Citizens' Dome
Fireworks Display

Media Sponsors: WSNS-TV Channel 44 (SIN affiliate)
WOJO 105 FM Radio Ambiente

Exhibit C

(Promoter's production plan including site map locating its facilities and list of entertainment, food vendors, and subcontractors.)



● antojitos mexicanos ● fuegos artificiales ●
juegos mecánicos y entretenimientos ● artesanías
disco ● diversiones para niños ● ambiente familiar
variedades

Lucía Méndez

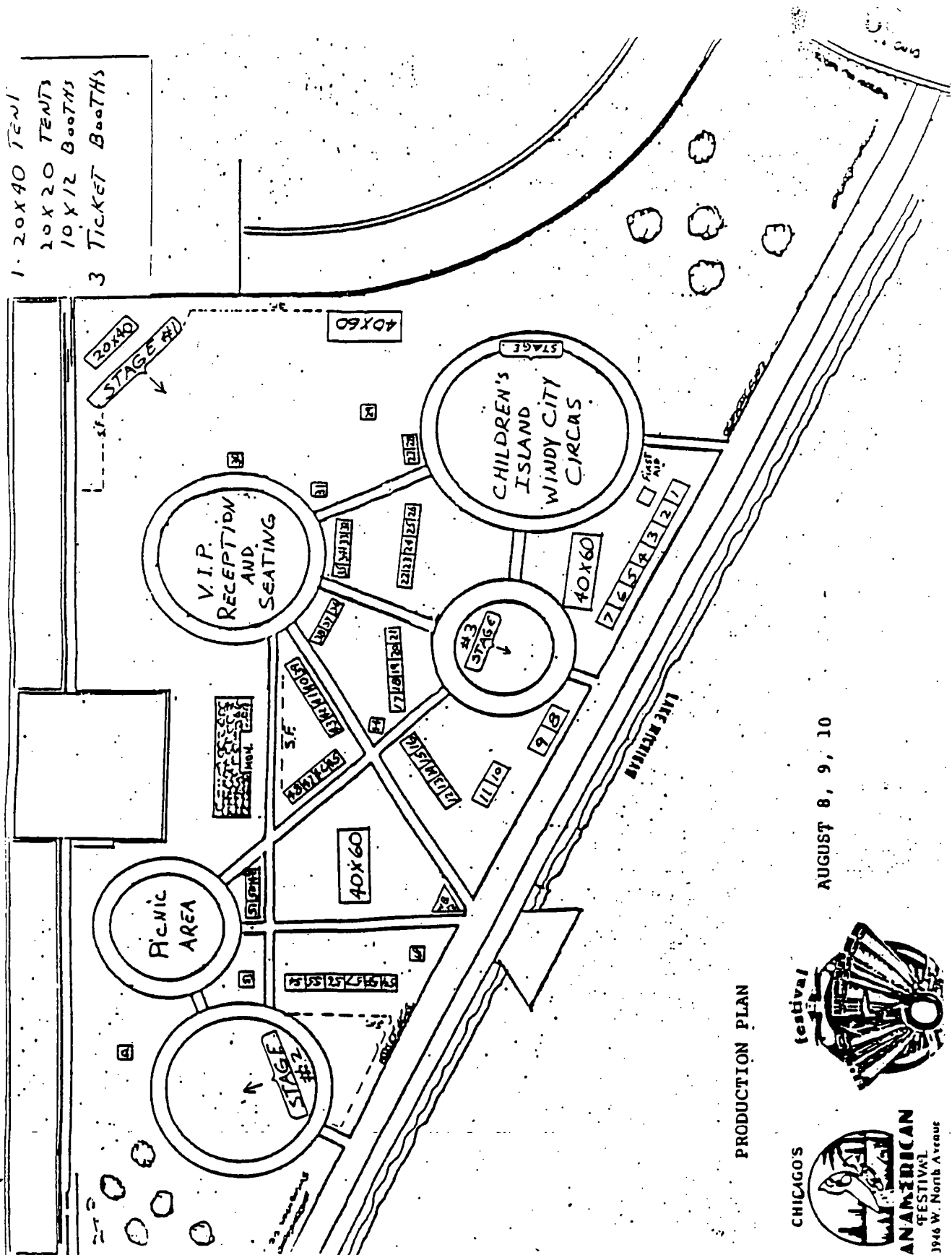
Verónica Castro ● Antonio De Jesús ● La India María
Las Jilguerillas ● El Dueto Frontera ● Rafael Buendía
Los Caminantes ● Federico Villa ● Ramón Ayala

JULIO 25, 26, 27; 1986

Olive Park - Navy Pier

(Grand Avenue y Lake Shore Drive)

Boletos en ~~avanzada~~ \$5 adultos \$3 niños \$12 pase para 3 días
para información llame: 772-2244 ● 772-4911



VIVA MEXICO FESTIVAL
ENTERTAINMENT

1. Lucia Mendez
2. Veronica Castro
3. Antonio DE Jesus
4. La India Maria
5. Las Jilguerillas
6. El Duetto Frontera
7. Rafael Buendia
8. Los Caminantes
9. Federico Villa
10. Ramon Ayala

*** There will also be around ten (10) local groups performing, but no decision has been made yet as to which ones will be selected.

VIVA MEXICO FESTIVAL
BOOTHS: VENDORS & NON-VENDORS

Booth # 1	Sun Country Cooler
Booth # 2	La Margarita
Booth # 3	Manga Italiano
Booth # 4	Billy Goat Inn
Booth # 5	Donat Pop Corn
Booth # 6	Salvino's Pizza
Booth # 7	Bravo's Pizza
Booth # 8	El Cid Tacos
Booth # 9	Alcala's Clothing
Booth # 10	Lorenzo Sandoz
Booth # 11	Little Seneca
Booth # 12	Bresslers
Booth # 13	Harold's Chicken
Booth # 14	Fireplace Inn
Booth # 15	Leonardo's
Booth # 16	Mekong
Booth # 17	Great Godfrey Daniels
Booth # 18	Coke distribution
Booth # 19	Coke distribution
Booth # 20	AT & T
Booth # 21	Sun-Times
Booth # 22	Pioneer Bank
Booth # 23	Standard Oil Co.
Booth # 24	Channel 44
Booth # 25	WBMX Radio
Booth # 26	Tele-Guia
Booth # 27	Rich Buonno
Booth # 28	J.D. Davenport Chili
Booth # 29	Art Flo T-Shirts

ALAMO, INC.
REPORT ON HIRING MINORITY-OWNED ENTERPRISES FOR
THE PRODUCTION OF THE VIVA MEXICO FESTIVAL

A. Services contracted from non-minority-owned enterprises

- 1) Electrical services
J. F. Fisher & Co.
53 W. Jackson Blvd., Suite 1618
Chicago, Il. 60604
Phone: (312) 663-0165
Contact: Donald Ryan
Comment: No minority-owned enterprise engaged in this line of business was found.
- 2) Stages, sound and lighting
Creative Sound
Box 375
Mount Prospect, Il. 60056
Phone: (312) 577-5881
Contact: John Orzel
Comment: No minority-owned enterprise engaged in this line business was found.
- 3) Sanitation
AAA Chemical Toilets, Inc.
1851 S. Clinton
Chicago, Il. 60616
Phone: (312) 421-2521
Contact: Philip Guzaldo
Comment: No minority-owned enterprise engaged in this line of business was found.
- 4) Tents and booths
Special Events Promotions
3009 N. Oriole Avenue
Chicago, Il. 60635
Phone: (312) 237-4700
Contact: Richard Buonno
Comment: No minority-owned enterprise engaged in this line of business was found.
- 5) Circus
Windy City Circus
42189 N. Old Lake Avenue
Antioch, Il. 60002
Phone: (312) 395-9671
Contact: Edward C. Sheehan

6) Security

Illinois Plant Protection

1829 Broadway

Melrose Park, Il. 60160

Phone: (312) 344-8955

Contact: Frank S. Nocita

Comment: The selection of this firm was based on the fact that it has been in charge of security for the Italian Fest for eight years: as such, there is no other security firm as familiarized with Olive Park as Illinois Plant Protection. Agreement has been reached, however, to make sure that Illinois Plant Protection will hire fifty percent (50%) of its staff from minority groups.

B. Services contracted from minority-owned enterprises

1) Advertising

San Jose & Associates, Inc.

53 W. Jackson Blvd.

Suite 325

Chicago, Il. 60604

Phone: (312) 939-7400

Contact: George San Jose

2) Accounting

W & H Financial Consultants

3946 W. North Avenue

Suite 202

Chicago, Il. 60647

Phone: (312) 772-2077

Contact: William Morales

3) General management

Spanish Editorial Consulting Services, Inc.

3946 W. North Avenue

Suite 204

Chicago, Il. 60647

Phone: (312) 772-2079

Contact: Adalberto Gonzalez

4) Entertainment

Hundred percent (100%) Hispanic

5) Temporary labor

Over one hundred (100) persons will be hired for the three-day event; most likely over ninety percent (90%) will be Hispanic.

- 6) Air travel
Marun International Travel, Inc.
11 E. Adams Street
Suite 1005
Chicago, Il. 60603
Phone: (312) 427-2128
Contact: Jorge Marun
- 7) Printing services
Pronto Printing Service
4152 W. North Avenue
Chicago, Il. 60639
Phone: (312) 486-9289
Contact: Mr. Marconi
- Graphika Print
4430 N. Maplewood
Chicago, Il. 60625
Phone: (312) 539-2186
Contact: Enrique Zuno
- 8) Artwork and graphics
Casablanca Signs
2505 N. Drake
Chicago, Il. 60647
Phone: (312) 284-2729
Contact: Lorenzo Sandoz
- 9) Transportation
Valley Limousine Service, Ltd.
Three First National Plaza
70 W. Madison
Chicago, Il. 60602
Phone: (312) 332-1134
Contact: Domingo Composto

Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. **OPENING AND CLOSING:** Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. **EQUIPMENT INSTALLATION:** Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City and, thereupon, shall become the property of the City.

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. Festival Promoters will monitor alcohol sales in cooperation with the City.

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. **DELIVERIES:** Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. **INSURANCE:** Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. **VEHICLES:** Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. **ELECTRICITY:** Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

15.

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. **FINANCIAL STATEMENT:** Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.

20. **CONTENT OF FESTIVAL:** Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.

21. **MEDICAL:** Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals when appropriate.

22. **SECURITY:** Festival Promoters shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chicago Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

EXHIBIT F

METROPOLITAN SANITARY DISTRICT OF CHICAGO

POLLUTION PREVENTION MEASURES

Festival Promoters shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Olive Park which may result from the operation of the Festivals. In order to ensure that no pollution occurs, the Festival Promoters should adhere to procedures and measures adopted in previous events:

1. Festival Promoters shall provide a minimum of one waste water drum per food vendor which will receive wash waters from food preparation. Each drum will be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums will be placed in a central location accessible to the vendors as well as the service contractor and each drum will have a screen over the open top to prevent the entry of large debris.
2. Festival Promoters shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. Festival Promoters shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. Festival Promoters shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than nightly servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets will be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.
5. Festival Promoters shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the MSDGC.

Festival Promoters shall require the vendors participating in the Festivals to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of Olive Park.

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event that information is current. Notwithstanding, the Corporation Counsel may require any such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA".

Bidder's Name: Viva Mexico Festival, Inc.

Bidder's Address: 3946 W. North Ave., Chicago, IL 60647

Bidder is 1. Corporation ☒ 2. Partnership ☐ 3. Sole Proprietor ☐
4. Other ☐

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION I. CORPORATION

1a. Incorporated in the State of Illinois

1b. Authorized to do business in the State of Illinois:
Yes ☒ No ☐

1c. Names of officers and Directors of Corporation _____

Ivan Fernandez - President

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each. _____

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 1% of the proportionate ownership interest and the percentage interest of each. _____

NOTE: Generally with corporations having 100 or more shareholders where no shareholder owns 1% of the shares the requirements of this Section 1 would be satisfied by the bidder attaching with his proposal a copy of latest published

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

SECTION 3 - SOLE PROPRIETOR

- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.
YES () NO () If NO, provide the following information.
- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.

- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

SECTION 4 - OTHER

- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

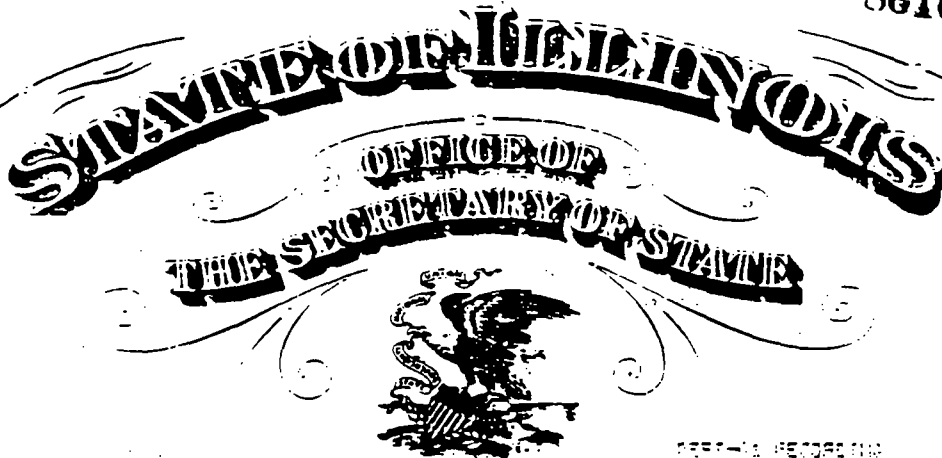
To the best of his (her) knowledge the information provided hereon is accurate and current.

() () ()

File Number ~~5431-911-36~~ 3 4

86165131

86165131



RECEIVED RECORDING
 APR 17 1986
 FILE NO. 86-165134

Whereas, ARTICLES OF INCORPORATION OF
 VIVA MEXICO FEST, INC.
 INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
 FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
 BUSINESS CORPORATION ACT OF ILLINOIS, IN FORCE JULY 1, A.D. 1984.

*Now Therefore, I, Jim Edgar, Secretary of State of the State
 of Illinois, by virtue of the powers vested in me by law, do hereby
 issue this certificate and attach hereto a copy of the Application
 of the aforesaid corporation.*

In Testimony Whereof, I hereto set my hand and cause to
 be affixed the Great Seal of the State of Illinois,
 at the City of Springfield, this 17TH
 day of APRIL AD 19 86 and
 of the Independence of the United States
 the two hundred and 10TH



Jim Edgar
 SECRETARY OF STATE

FORM BCA-210

ARTICLES OF INCORPORATION 5 1 3 4

Filing Requirements - Present 2 originally signed and fully executed copies in exact duplicate

For Inserts - Use White Paper - Size 8 1/2 x 11

(Do not write in this space)

Date Paid 10-17-86
 Initial License Fee \$ 50
 Franchise Tax \$ 2500
 Filing Fee \$ 7500
 Clerk CH 100.00

TO: JIM EDGAR, Secretary of State

I/We, the incorporator(s), being one or more natural persons of the age of twenty-one years or more or a corporation for the purpose of forming a corporation under "The Business Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

ARTICLE ONE The name of the corporation is: VIVA MEXICO FEST. INC.

ARTICLE TWO The name and address of the initial registered agent and registered office are:

Registered Agent William MORALES
 First Name Middle Name Last Name
 Registered Office 3946 W. NORTH CNR. 100
 Number Street (Do not use P.O. Box) Suite #
chgo. IL 60647 COOK
 City Zip Code County

ARTICLE THREE The duration of the corporation is ☒ perpetual OR _____ years.

ARTICLE FOUR The purposes for which the corporation is organized are:

- To produce and to promote shows, concerts, festivals and other entertainment events.
- To provide promotional consulting, to buy and sell all types of promotional device.
- To buy, own, property in conducting and promoting shows (ie, festivals, concerts etc)
- In general to do such other things which are incidental to the foregoing or necessary or desirable in order to accomplish the foregoing.

ARTICLE FIVE Paragraph 1: The number of shares which the corporation shall be authorized to issue, itemized by class, series and par value, if any, is

Class	Series	*Par Value per share	Number of shares authorized
<u>Common</u>	<u>None</u>	<u>\$ 1.00</u>	<u>1,000</u>

Paragraph 2: The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

ARTICLE SIX

The number of shares which the corporation proposes to issue without further report to the Secretary of State, itemized by class, series, and par value, if any, and the consideration to be received by the corporation therefor (expressed in dollars) are:

Class	Series	*Par Value per share	Number of shares to be issued	Total consideration to be received therefor
<u>Common</u>	<u>None</u>	<u>\$ 1.00</u>	<u>1,000</u>	<u>\$ 1,000</u>

*(Use NPV if no Par Value)

Total \$ 1,000

86165134

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of July 28, 1986, by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Irish Fest Chicago, a not-for-profit corporation under the laws of Illinois, which has its principal offices at P.O. Box, 4106 Merchandise Mart, Chicago, Illinois 60654 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Irish Fest Chicago (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of July 30, 1986, to August 5, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City services (including, but not limited to, sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to agreement or any

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom. if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

IF TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

IF TO THE PROMOTER:

Irish Fest Chicago
P.O. Box 4106
Merchandise Mart
Chicago, Illinois 60654
Attention: Jeff Keating

Notices sent in accordance with this section shall be deemed
effective upon mailing.

SECTION 9: Authority

9.01 The Promoter shall provide to the City a copy of its
certificate of incorporation and a duly adopted resolution of its
directors authorizing execution of the lease agreement.

9.02 Execution of this lease agreement by the City was
authorized by an Ordinance of the City Council of the City of Chicago
passed on _____. (C.J.P. p. _____).

10/6/86

REPORTS OF COMMITTEES

34633

IN WITNESS WHEREOF,

Irish Fest Chicago
and the City have caused this lease agreement to be signed as of the
first date written above.

CITY OF CHICAGO

BY: _____

DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

APPROVED:

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

Irish Fest Chicago
(PROMOTER)

BY: _____

Its President

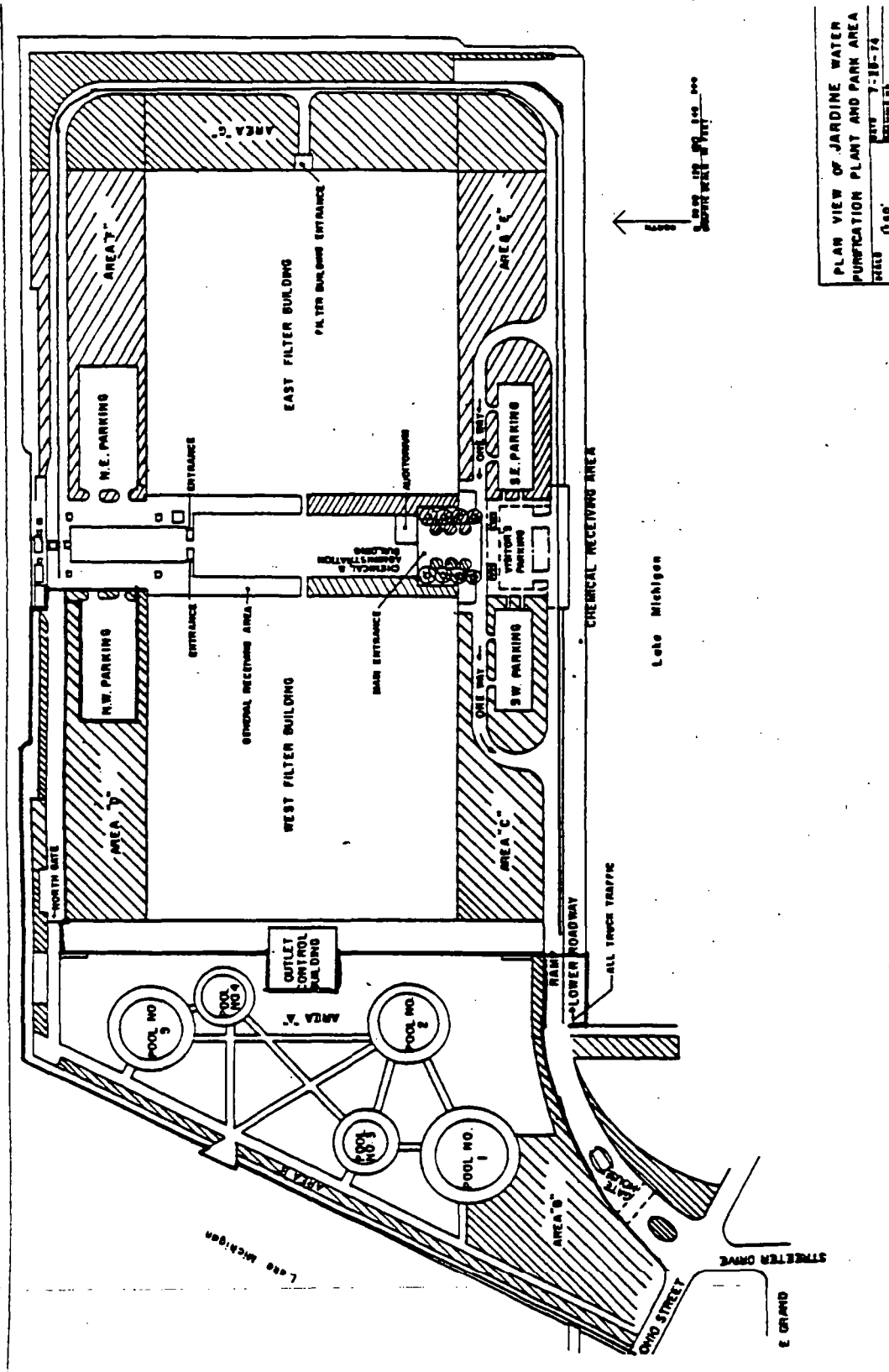
ATTEST:

BY: _____

(Its Secretary)

(Corporate Seal)

(PASS ONLY)





Irish Fest Chicago



P.O. BOX 4106 MERCHANDISE MART • CHICAGO, ILLINOIS 60654

PROPOSAL

Irish Fest Chicago

The Irish community of Chicago is very enthusiastic about participating in Chicago's first lakefront festival of Irish music and culture. The event is to be held at Olive Park adjacent to Navy Pier on August 1, 2 and 3, 1986.

In conjunction with the Mayor's Office for Special Events, the Irish American Heritage Center and Gaelic Park will sponsor the fest. A separate not-for-profit corporation comprised of members from both organizations has been formed to promote the event. The Irish Fest Chicago Corporation will bring together all of Chicago's Irish community for this celebration. In addition, representatives from all of Chicago's Irish Organizations will serve on an advisory committee to the Fest.

We want this event to be enjoyed by everyone. We plan to promote the event through local Chicago media, the various Irish Organizations, and the tourist boards of neighboring states. Plans include performances by local musicians as well as internationally acclaimed Irish groups. We will feature various cultural attractions such as storytelling, Irish step dancing, and art exhibits. Of course, ethnic food will make the event complete.

The overall production will be supervised by professionals with past records of success. The Irish Community within Chicago is represented in the arts, business, professional, political, trade, technical and blue collar sectors. It is from such fraternities that we will draw voluntary strength and support. Not only for the success of the festival, but for the actual design, production, supervision, and maintenance of facilities during the festival term. The entire Chicagoland Irish community has assured us of their staunch support.

Attached is a proposed budget for your consideration. We look forward to working with the Mayor's Office for Special Events on this project. Together, we will make Irish Fest Chicago a premier event.

Exhibit C

(Promoter's production plan including site map locating its facilities and list of entertainment, food vendors, and subcontractors.)



Irish Fest Chicago

P.O. BOX 4106 MERCHANDISE MART • CHICAGO, ILLINOIS 60654

PRODUCTION PLAN

PROPOSED

AS OF JUNE 28, 1986

Sub Contractors

American Mobile Office Inc.
Special Event Promotions
AAA Chemical Toilets
J.F. Fisher & Co.
Creative Sound
Darling & Company
Illinois Plant Protection, Inc.
Globe Ticket
Windy City Labor (WBE)
Insurance (MBE) or (WBE) no decision
AAA Rental (chairs & tables)

Vendors

Home Run Inn
Ambrosino's
Lana Restaurant
Egg Roll House
Great Godfrey Daniels
Palermo Pizza
The Fireplace Inn
Reilly's Daughter Pub
Hue Restaurant
Nancy Restaurant
D'Agostino's
Robinson's Ribs
Salvino's Pizza
Harold's Chicken
Dudley Davenport's Chili
Cheese Cakes, Etc.
La Margarita
Old Southside Pub
Winstons
P.J. Flaherty's
O'Donnell's Kitchen
Dove Bars Ice Cream
O'Brien's Steak House
Murphy's Bleachers

Entertainment

The Original Clancy Bros.
Mary McGonigle
The Irish Minstrels
Belfolk from Dublin
Johnny Cunningham
Celtic Airs
Irish Express
The Dooby Brothers
Baal Tinne
Brogue
Shannon Rovers
Emerald Society Band

Proposed Budget
Irish Fest Chicago

Revenue

Sponsorships	\$ 20,000
Food Commissions	60,000
Vendor Application Fees	25,000
Admissions	<u>160,000</u>
	\$265,000

Expenses

Advertising*	\$ 30,000
Entertainment**	60,000
Insurance***	15,000
Accounting/Cash Mgmt.****	8,000
Legal Fees*****	5,000
Security	15,000
Utilities	30,000
Professional/Cons. Fees*****	35,000
Miscellaneous	<u>2,000</u>
	\$200,000

*printed promotional materials, ad agency services,
newspaper and radio advertising

**two international musical groups and various national and
local musicians

***dram and general liability

****estimate from Arthur Young

*****General Manger, beverage management, food vendor
management

SUBCONTRACTORS FOR 1986 OLIVE PARK FESTIVALS

1. J.F. FISHER & CO. ELECTRICAL CONTRACTORS
53 W. Jackson Blvd., Suite 1618
Chicago, IL 60604
663-0165
2. CREATIVE SOUND - STAGES, SOUND & LIGHTING
P.O. Box 852
Mt. Prospect, IL 60056
577-5881
3. Windy City Labor Service 421-5537
178 N. Halsted
Chicago, IL 60606
4. TRIPLE A CHEMICAL TOILETS, INC.
1851 S. Clinton
Chicago, IL 60616
5. ILLINOIS PLANT SECURITY
1829 N. Broadway
Melrose Park, IL 60160
344-8955
6. AAA RENT-ALL SYSTEM - CHAIRS
3323 W. 183rd St.
Homewood, IL 60430
798-9191
7. BUONO, RICH - FOOD BOOTHS
N. Oriole
Chicago, IL
237-4700
8. DARLING & COMPANY - GREASE DISPOSAL
4650 S. Racine Ave.
Chicago, IL 60609
927-3000
9. UNITED FENCE CO.
722 W. 49th Pl.
Chicago, IL
924-0773

Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. OPENING AND CLOSING: Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. EQUIPMENT INSTALLATION: Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City and, thereupon, shall

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. Festival Promoters will monitor alcohol sales in

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. **DELIVERIES:** Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. **INSURANCE:** Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will also obtain

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. VEHICLES: Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. ELECTRICITY: Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after the Festival ends.

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

15. PRODUCTION MEETINGS: Festival Promoters will have a

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. **FINANCIAL STATEMENT:** Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.

20. **CONTENT OF FESTIVAL:** Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.

21. **MEDICAL:** Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals when appropriate.

22. **SECURITY:** Festival Promoters shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chicago Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

EXHIBIT F

METROPOLITAN SANITARY DISTRICT OF CHICAGO

POLLUTION PREVENTION MEASURES

Festival Promoters shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Olive Park which may result from the operation of the Festivals. In order to ensure that no pollution occurs, the Festival Promoters should adhere to procedures and measures adopted in previous events:

1. Festival Promoters shall provide a minimum of one waste water drum per food vendor which will receive wash waters from food preparation. Each drum will be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums will be placed in a central location accessible to the vendors as well as the service contractor and each drum will have a screen over the open top to prevent the entry of large debris.
2. Festival Promoters shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. Festival Promoters shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. Festival Promoters shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than nightly servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets will be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.
5. Festival Promoters shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the MSDGC.

Festival Promoters shall require the vendors participating in the Festivals to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of Olive Park.

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event that information is current. Notwithstanding, the Corporation Counsel may require any such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA".

Bidder's Name: Irish Fest Chicago, Inc.

Bidder's Address P.O. Box 4106, Merchandise Mart, Chicago IL 60654

Bidder is 1. Corporation () 2. Partnership () 3. Sole Proprietor ()
4. Other (X) Illinois not-for-profit corporation

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION I. CORPORATION

1a. Incorporated in the State of Illinois

1b. Authorized to do business in the State of Illinois:
Yes (X) No ()

1c. Names of officers and Directors of Corporation _____

see statement Attached

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each. N/A - not for profit corporation

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 1% of the proportionate ownership interest and the percentage interest of each. _____

N/A - not for profit corporation

NOTE: Generally with corporations having 100 or more shareholders where no shareholder owns 1% of the shares the requirements of this Section I would be satisfied by the bidder enclosing with his proposal a copy of latest published annual report.

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

SECTION 3 - SOLE PROPRIETOR

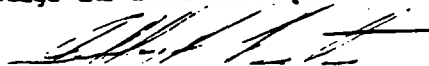
- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.
YES () NO () If NO, provide the following information.
- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.

- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

SECTION 4 - OTHER

- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

To the best of his (her) knowledge the information provided herein is accurate and current.



Listing of Officers and Directors

<u>Name</u>	<u>Position</u>
Tom Boyle	Treasurer
Frank Bradley	Director
Robert Dyra	Director
Jeffrey Keating	President
Tom Looney	Director
Con Twomey	Vice-President
Mary Cannon	Director
Patrick Burke	Director
John O'Malley	Director
John Lynch	Director

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of July 22, 1986, by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Henry Cardenas & Associates, Inc., a for-profit corporation under the laws of Illinois, which has its principal offices at 3946 West North Avenue, Chicago, Illinois 60647 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Pan-American Festival (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of August 6, 1986, to August 12, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City expenses (including but not limited to: sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to agreement or any

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All - - - - - to any exhibit or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

10/6/86

REPORTS OF COMMITTEES

34671

IF TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

IF TO THE PROMOTER:

Henry Cardenas & Associates,
Inc.
3946 West North Avenue
Chicago, Illinois 60647
Attention: Henry Cardenas

Notices sent in accordance with this section shall be deemed
effective upon mailing.

SECTION 9: Authority

9.01 The Promoter shall provide to the City a copy of its
certificate of incorporation and a duly adopted resolution of its
directors authorizing execution of the lease agreement.

9.02 Execution of this lease agreement by the City was
authorized by an Ordinance of the City Council of the City of Chicago
passed on _____. (C.J.P. D. _____).

IN WITNESS WHEREOF, Henry Cardenas & Associates, Inc.
and the City have caused this lease agreement to be signed as of the
first date written above.

CITY OF CHICAGO

APPROVED:

BY:

DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

Henry Cardenas & Associates
Inc.

(PROMOTER)

BY:

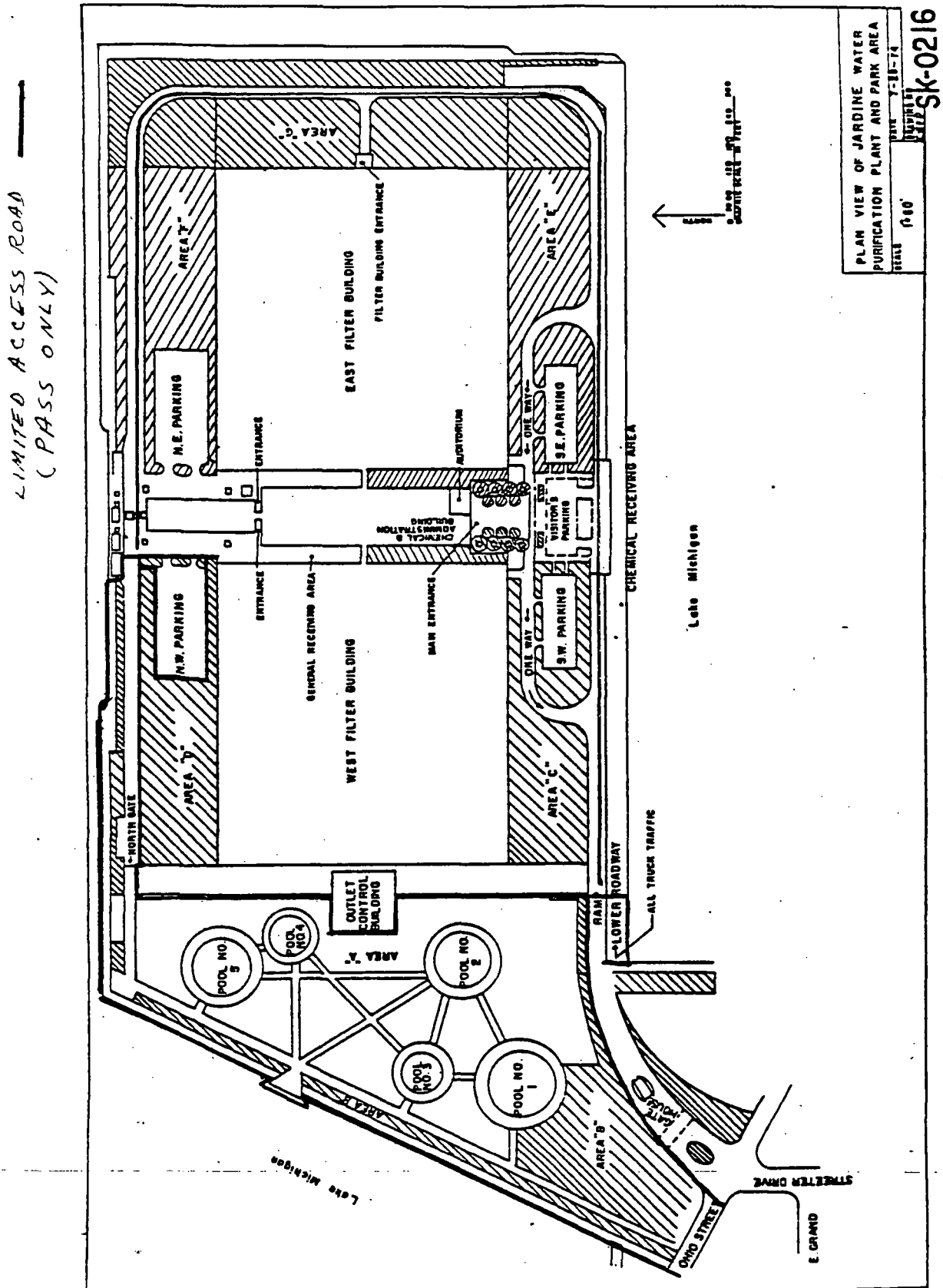
Its President

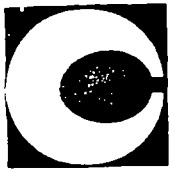
ATTEST:

BY:

(Its Secretary)

(Corporate Seal)





HENRY
CARDENAS
& ASSOCIATES Inc

3846 WEST NORTH AVE.
CHICAGO, ILLINOIS 60647
(312) 772-4911
772-2244

June 18, 1986

Ms. Susan Wayman
Coordinator, Olive Park Festivals
Major's Office of Special Events
202 N. Streeter Drive
Navy Pier South Gate Entrance
Chicago, Il. 60611

EXHIBIT B

Dear Ms. Wayman:

This is in response to your request that we submit to your office a descriptive summary of the program and objectives of the Second Annual Chicago's Pan-American Festival.

Being held for the second consecutive year, Chicago's Pan-American Festival will, once again, develop a program by which we bring together the peoples that inhabit the vast continental mass known as the Americas, the Caribbean island-nations included. In order to accomplish this objective we bring top international artistic talent from the region: this by itself constitutes a great incentive to bring these peoples together. Also, we will have around forty food stands in operation, representing most of the cuisines of the countries of the region. Finally, we always do the most we can in order to hire a staff that is also representative of those different cultures. It is our hope that by doing so we will contribute significantly to develop a better understanding and a wider acceptance of the principles embodied within the concept of "Pan-Americanism", which in turn serve as the foundations of the Organization of American States. In the final analysis, our event is geared towards the achievement of peaceful coexistence among the Pan-American nations.

We have, nevertheless, more concrete objectives. Specifically, the Second Annual Chicago's Pan-American Festival is being held as a fundraiser on behalf of the Second-generation Organization for Youth (see attached brochure). We want to make sure that our efforts will not remain confined to ideological abstractions, which are almost prohibitive for the human mind to measure by objective standards.

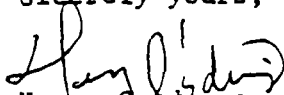
10/6/86

REPORTS OF COMMITTEES

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I sincerely hope that this letter, along with the brochure of the Second-generation Organization for Youth, will satisfy your request. However, should there remain any doubt, please, do not hesitate to call me at 772-2244 or 772-2078.

Sincerely yours,


Henry Cardenas
President

SECOND ANNUAL CHICAGO'S PAN-AMERICAN FESTIVAL
(Program description)

Event History: Held for the first time in 1985, the City of Chicago has included the Chicago's Pan-American Festival as an annual event. The Mayor's Office of Special Events will co-sponsor this year's event. Chicago's Pan-American Festival will always be held as a fundraiser for different community service organizations and agencies.

Event Dates: August 8, 9 and 10

Event Site: Olive Park-Navy Pier

1985 Attendance 50,000 over three days (estimated)

1986 Attendance 75,000 over three days (expected)

Description: A music-and-food affair, the festival will feature the sounds and cuisines of Latin American and black cultures. Hispanic and black talent will be on hand for the event; local restaurateurs will provide native food samplings. The festival will also feature children's rides and amusements, a teen stage, senior citizens tent and an art exposition.

Types of Sponsorships: Full (exclusive) and partial (cosponsorships)

1986 Sponsorship Opportunities:

- .Entertainment Stages (two)
- .Pan-American Tropical Garden Cafe
- .Pan-American Art Exposition
- .Pan-American Children's Island
- .Pan-American Senior Citizens Tent
- .Pan-American Fireworks Display

Media Sponsors: WSNS-TV Channel 44 (SIN affiliate);
WIND 590 radio.

Entertainment Lineup:

- .From Puerto Rico; El Gran Combo
- .From Cuba; Celia Cruz
- .From Dominican Republic; Wilfrido Vargas
- .From Mexico; Lucha Villa

BOARD OF ADVISORY MEMBERS

Carmen Almodovar

President

Prudential Financial Services

Gloria Clevere, Atty.

President

Caballeros de San Juan, C.U.

Hilda Frontany

Group W. Calde

William Ledford, Ph.D.

Project Psychological Researcher

Nereida Maso, Ph.D.

Counselor

Roberto Clemente High School

Virginia F. Ojeda

McDonald's Restaurants

E. V. O. Enterprises Inc.

Salvatore G. Rotella, Ph. D.

Chancellor

City Colleges

Manuel Jesus Sosa

Principal

Roberto Clemente High School

STAFF

Eddie Medina, M. A. MSW.

Executive Director

Ivan Gonzalez, B. A.

Counselor

Second-Generation Organization for Youth

an hispanic christian youth foundation

SOY
SOY
SOY

Hispanic Interns Project

3946 W. North Avenue, Suite 200
Chicago, Illinois 60647
(312) 486-3352, 486-6526

"Today the Barrio, Tomorrow the World"

10/6/86

REPORTS OF COMMITTEES

34677

Exhibit C

(Promoter's production plan including site map locating its facilities and list of entertainment, food vendors, and subcontractors.)



CHICAGO'S



**PAN-AMERICAN
FESTIVAL**

International Foods • Children's Island • Jazz & Blues
Arts & Crafts • Fireworks • Disco & Salsa • Games & Fun

Celia Cruz Rigo Tovar
El Gran Combo
Tito Puente Millie y los Vecinos

August 8, 9, 10; 1986
Olive Park-Navy Pier
(Grand Avenue at Lake Shore Drive)

Tickets available at  \$5 adults \$3 children

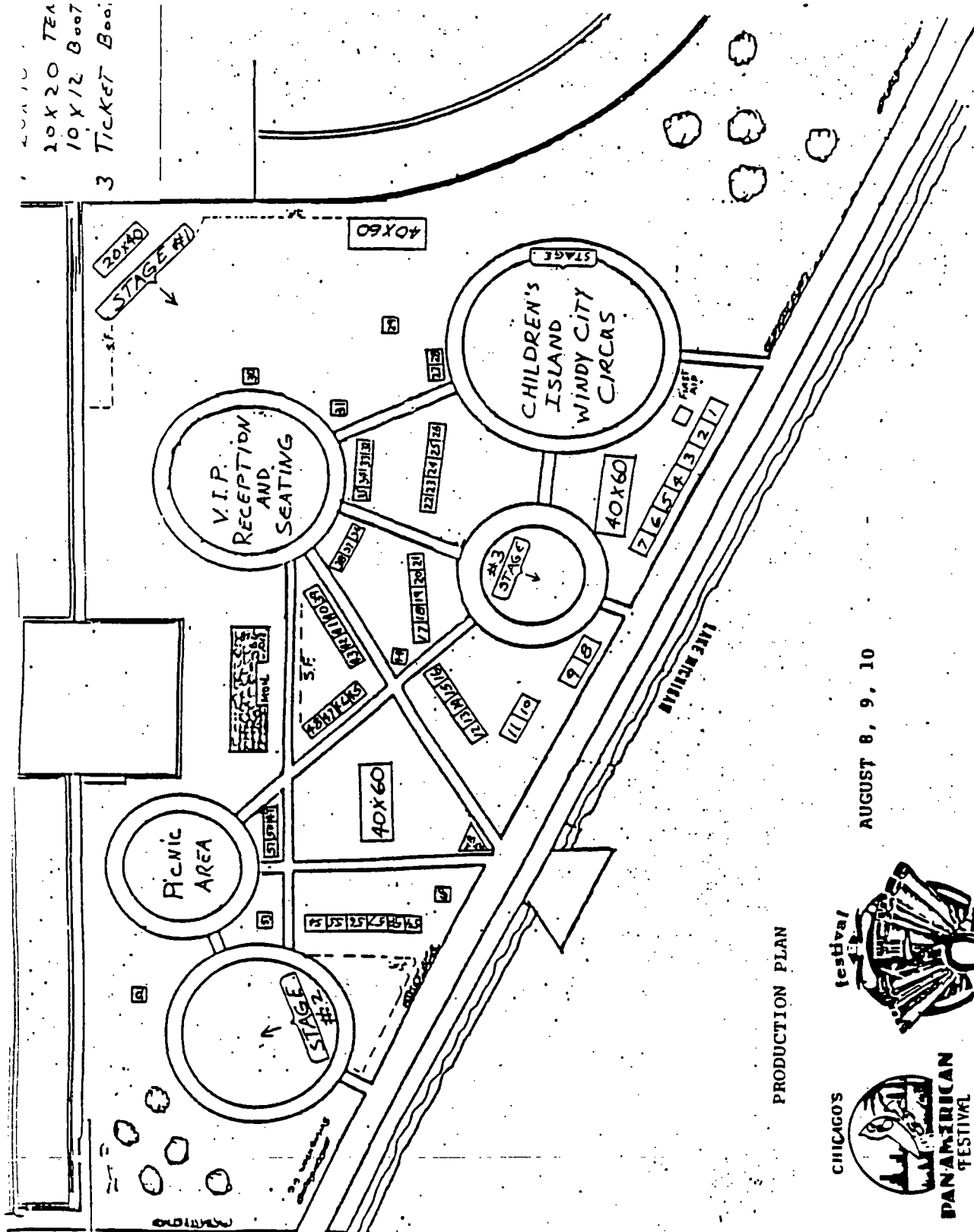
For tickets: 590-1717 588-7729 772-2244

10/6/86

REPORTS OF COMMITTEES

34679

20X20 TEA
10X12 BOO7
3 TICKET BOO7



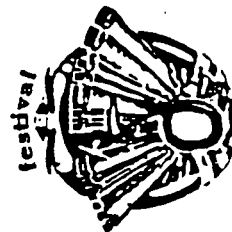
AUGUST 8, 9, 10

CHICAGO'S



SPAN-AMERICAN

FESTIVAL
3946 W. North Avenue
Chicago, Illinois 60647



1849521

SECOND ANNUAL CHICAGO'S PAN-AMERICAN FESTIVAL
ENTERTAINMENT

1. Celia Cruz
2. Tito Puente
3. El Gran Combo
4. Chelo y Jenny
5. Millie y los Vecinos
6. Millie y los Vecinos

*** There will also be around ten (10) local groups performing, but no decision has been made yet as to which ones will be selected.

SECOND ANNUAL CHICAGO'S PAN-AMERICAN FESTIVAL
BOOTHS: VENDORS & NON-VENDORS

Booth # 1	La Margarita
Booth # 2	Manga Italiano
Booth # 3	Billy Goat Inn
Booth # 4	Fireplace Inn
Booth # 5	Leonardo's
Booth # 6	Salvino's
Booth # 7	Bravo's Pizza
Booth # 8	Mekong
Booth # 9	Great Godfrey Daniels
Booth # 10	El Cid Tacos
Booth # 11	Lorenzo Sandoz
Booth # 12	Little Seneca
Booth # 13	AT & T
Booth # 14	Coke distribution
Booth # 15	Coke distribution
Booth # 16	Standard Oil Co.
Booth # 17	Pioneer Bank
Booth # 18	WBMX Radio
Booth # 19	Channel 44
Booth # 20	Sun Times
Booth # 21	Rich Buonno
Booth # 22	Robinson # 1 Ribs
Booth # 23	Hagen Daz Ice Cream
Booth # 24	Art Flo T-Shirts

HENRY CARDENAS & ASSOCIATES, INC.
REPORT ON HIRING MINORITY-OWNED ENTERPRISES FOR
THE PRODUCTION OF SECOND ANNUAL CHICAGO'S PAN-AMERICAN FESTIVAL

A. Services contracted from non-minority-owned enterprises

1) Electrical services

J. F. Fisher & Co.

53 W. Jackson Blvd., Suite 1618

Chicago, Il. 60604

Phone: (312) 663-0165

Contact: Donald Ryan

Comment: No minority-owned enterprise engaged in this line of business was found.

2) Stages, sound and lighting

Creative Sound

Box 375

Mount Prospect, Il. 60056

Phone: (312) 577-5881

Contact: John Orzel

Comment: No minority-owned enterprise engaged in this line business was found.

3) Sanitation

AAA Chemical Toilets, Inc.

1851 S. Clinton

Chicago, Il. 60616

Phone: (312) 421-2521

Contact: Philip Guzaldo

Comment: No minority-owned enterprise engaged in this line of business was found.

4) Tents and booths

Special Events Promotions

3009 N. Oriole Avenue

Chicago, Il. 60635

Phone: (312) 237-4700

Contact: Richard Buono

Comment: No minority-owned enterprise engaged in this line of business was found.

5) Circus

Windy City Circus

42189 N. Old Lake Avenue

Antioch, Il. 60002

Phone: (312) 395-9671

Contact: Edward C. Sheehan

6) Security

Illinois Plant Protection

1829 Broadway

Melrose Park, Il. 60160

Phone: (312) 344-8955

Contact: Frank S. Nocita

Comment: The selection of this firm was based on the fact that it has been in charge of security for the Italian Fest for eight years: as such, there is no other security firm as familiarized with Olive Park as Illinois Plant Protection. Agreement has been reached, however, to make sure that Illinois Plant Protection will hire fifty percent (50%) of its staff from minority groups.

B. Services contracted from minority-owned enterprises1) Advertising

San Jose & Associates, Inc.

53 W. Jackson Blvd.

Suite 325

Chicago, Il. 60604

Phone: (312) 939-7400

Contact: George San Jose

2) Accounting

W & H Financial Consultants

3946 W. North Avenue

Suite 202

Chicago, Il. 60647

Phone: (312) 772-2077

Contact: William Morales

3) General management

Spanish Editorial Consulting Services, Inc.

3946 W. North Avenue

Suite 204

Chicago, Il. 60647

Phone: (312) 772-2079

Contact: Adalberto Gonzalez

4) Entertainment

Hundred percent (100%) Hispanic

5) Temporary labor

Over one hundred (100) persons will be hired for the three-day event; most likely over ninety percent (90%) will be Hispanic.

- 6) Air travel
Marun International Travel, Inc.
11 E. Adams Street
Suite 1005
Chicago, Il. 60603
Phone: (312) 427-2128
Contact: Jorge Marun
- 7) Printing services
Pronto Printing Service
4152 W. North Avenue
Chicago, Il. 60639
Phone: (312) 486-9289
Contact: Mr. Marconi

Graphika Print
4430 N. Maplewood
Chicago, Il. 60625
Phone: (312) 539-2186
Contact: Enrique Zuno
- 8) Artwork and graphics
Casablanca Signs
2505 N. Drake
Chicago, Il. 60647
Phone: (312) 284-2729
Contact: Lorenzo Sandoz
- 9) Transportation
Valley Limousine Service, Ltd.
Three First National Plaza
70 W. Madison
Chicago, Il. 60602
Phone: (312) 332-1134
Contact: Domingo Composto

Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. OPENING AND CLOSING: Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. EQUIPMENT INSTALLATION: Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City.

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed.

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. **DELIVERIES:** Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. **INSURANCE:** Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will also check other -----

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. VEHICLES: Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. ELECTRICITY: Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. **FINANCIAL STATEMENT:** Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.
20. **CONTENT OF FESTIVAL:** Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.
21. **MEDICAL:** Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons c personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals wher appropriate.
22. **SECURITY:** Festival Promoters shall obtain private securi personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chica Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of July, 25, 1986 by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and Chicago Amerital UNICO Club, a not-for-profit corporation under the laws of Illinois, which has its principal offices at 188 W. Randolph, Suite 1902, Chicago, Illinois 60601 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Festa Italiana (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of August 13, 1986, to August 19, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City services (including, but not limited to, sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02 The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to agreement or any

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

IF TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

IF TO THE PROMOTER:

Chicago Amerital UNICO Club
188 West Randolph, Suite 1902
Chicago, Illinois 60601
Attention: Tony Fornelli

Notices sent in accordance with this section shall be deemed
effective upon mailing.

SECTION 8: Authority

9.01 The Promoter shall provide to the City a copy of its
certificate of incorporation and a duly adopted resolution of its
Directors authorizing execution of the lease agreement.

9.02 Execution of this lease agreement by the City was
authorized by an Ordinance of the City Council of the City of Chicago
passed on _____. (C.J.P. D. _____).

10/6/86

REPORTS OF COMMITTEES

34713

IN WITNESS WHEREOF, _____
and the City have caused this lease agreement to be signed as of the
first date written above.

CITY OF CHICAGO

APPROVED:

BY: _____
DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

Chicago Amerital UNICO Club
(PROMOTER)

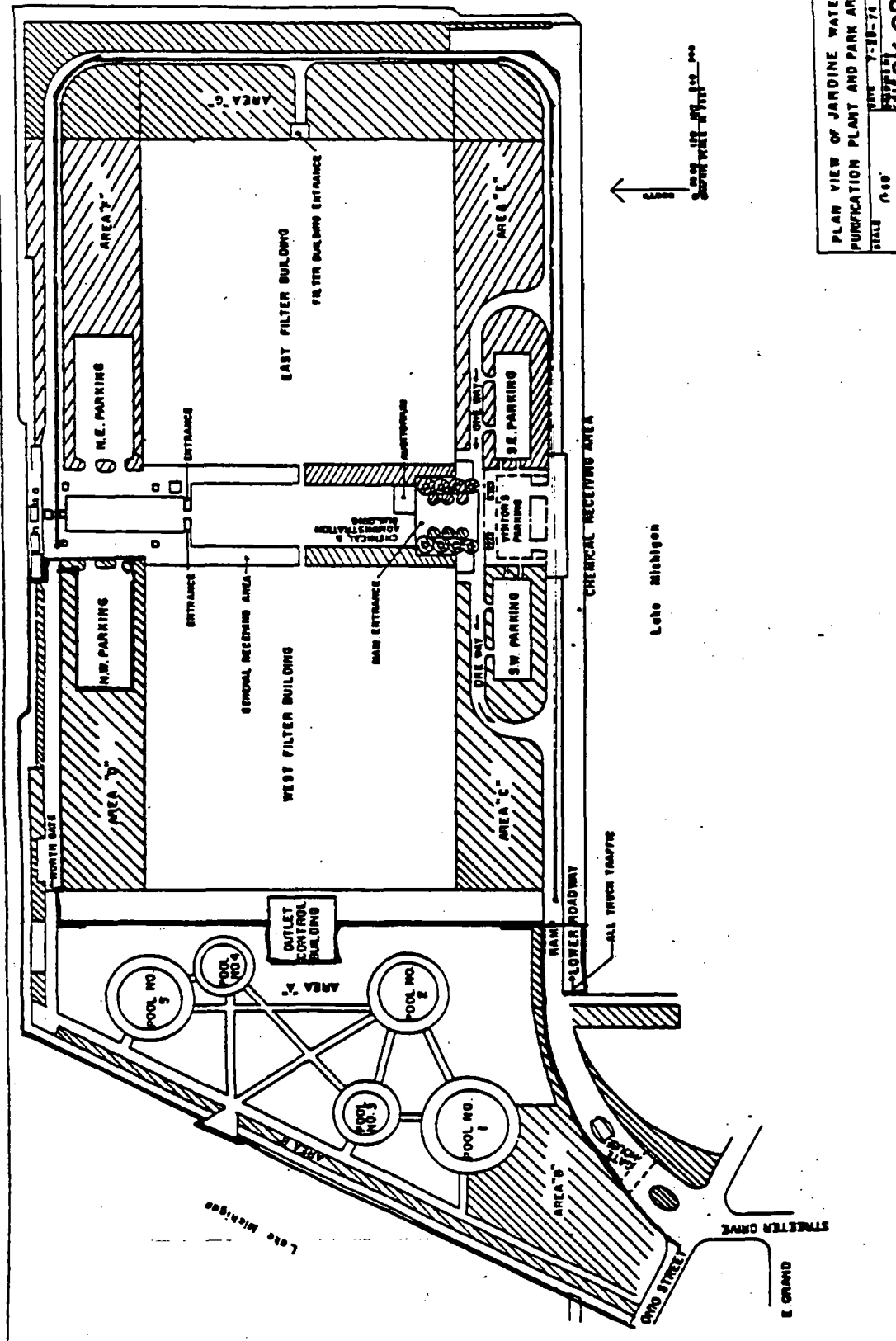
BY: _____

its President

ATTEST:

By: [Signature]
(its Secretary)
[Signature]
(Corporate Seal)

LIMITED ACCESS ROAD
(PASS ONLY)



FESTA ITALIANA / A Celebration of
Italian-American Life /

127 North Dearborn
Chicago, Illinois 60602 Suite 1540
(312) 782-4935

April 1, 1986

PROPOSAL

FESTA ITALIANA, a celebration of Italian American life, will be presented at Olive Park, Grand Avenue and the Lake, Chicago, Illinois, on August 15, 16 and 17, 1986. Hours are Noon to 11:00 P.M.

For the eighth consecutive year, Chicago's premier ethnic festival will be held on our beautiful lakefront.

Three stages of continuous top flight entertainment featuring such star performers as Frankie Valli and the Four Seasons, Dick Contino, and many others will highlight this celebration of Italian American Life.

Delicious Italian food dishes of every description will be available.

This is fun and entertainment for the entire family. Tickets are \$4.00 in advance and \$5.00 at the gate. Tickets can be obtained at 500 outlets throughout the city.

Contact persons: Anthony J. Fornelli, Chairman, 346-8448
Fred Randazzo, Director, 782-4935



10/6/86

FESTA ITALIANA / A Celebration of
Italian-American Life /

188 West Randolph Street, Suite 1903
Chicago, Illinois 60601 (312) 637-8833

July 1, 1986

Ms. Lois Weisberg, Director
Mayor's Office of Special Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602

Dear Ms. Weisberg:

The Amerital Unico Club of Chicago proposes to present an Italian American festival, titled FESTA ITALIANA, as it has for the past seven years. The format, as always, has been entertainment, food and cultural exhibits.

As in the past, we will derive funds from the sale of admission tickets, booth rentals and corporate sponsors. All profits are given to various charities of a wide spectrum. Our report as a not-for-profit organization is placed on file with the Office of the Illinois Attorney General.

Very truly yours,



ANTHONY J. FORNELLI
Chairman
346-8448



10/6/86

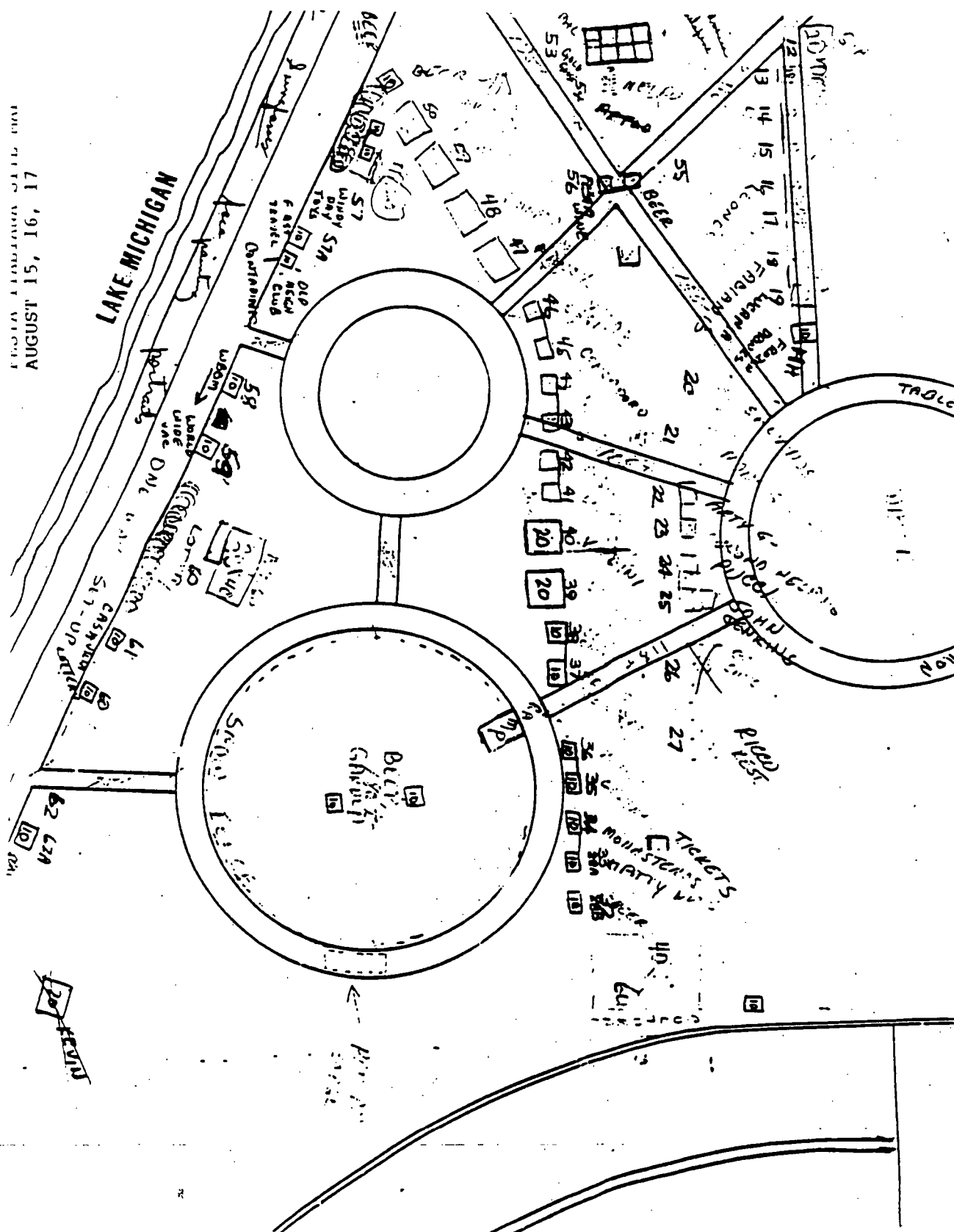
REPORTS OF COMMITTEES

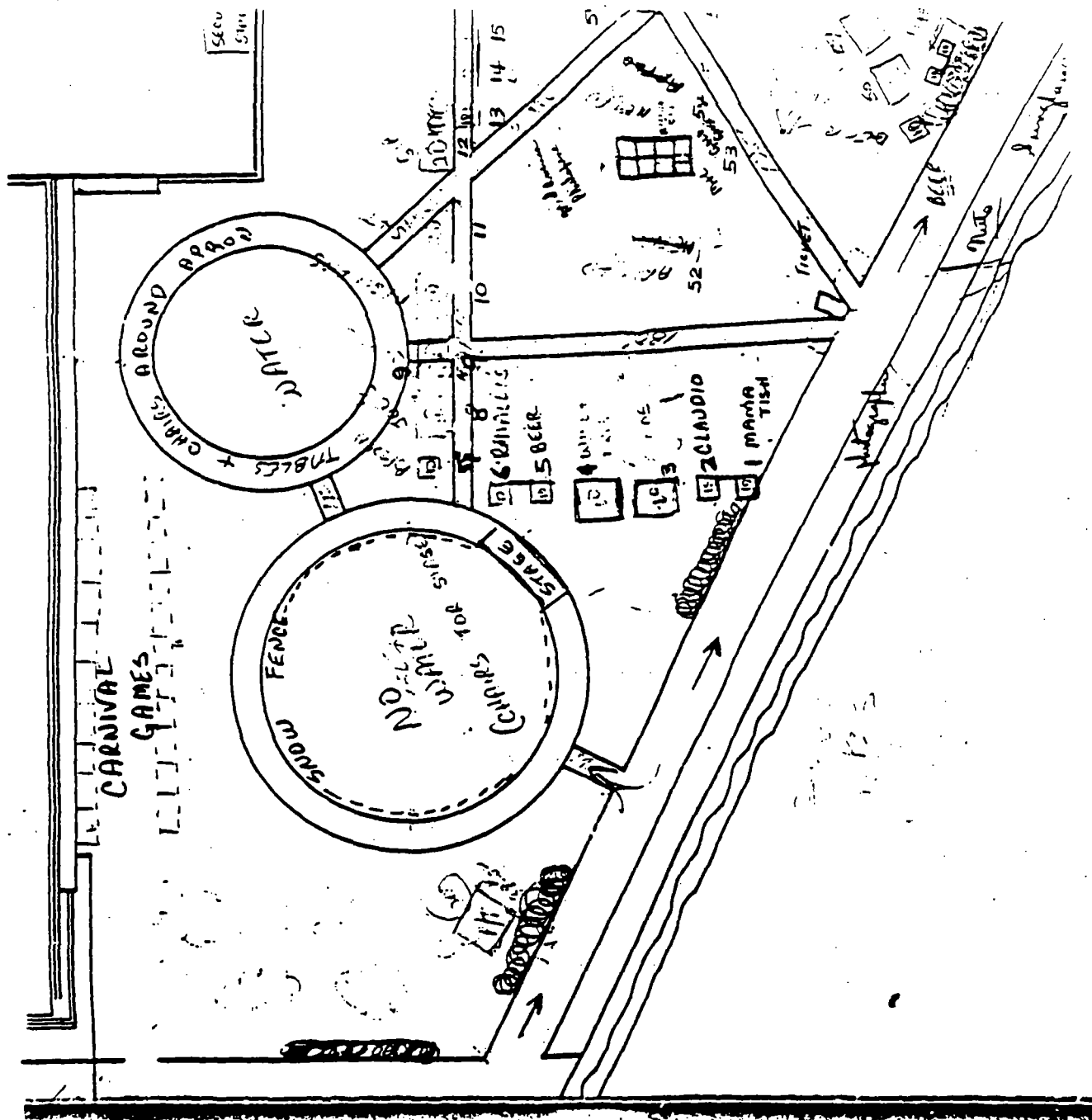
34717

Exhibit C

(Promoter's production plan including
site map locating its facilities and
list of entertainment, food vendors, and
subcontractors.)

REPORT A FOLLOWS JULY 1941
AUGUST 15, 16, 17





SUBCONTRACTORS FOR 1986 OLIVE PARK FESTIVALS

1. J.F. FISHER & CO. ELECTRICAL CONTRACTORS
53 W. Jackson Blvd., Suite 1618
Chicago, IL 60604
663-0165
2. CREATIVE SOUND - STAGES, SOUND & LIGHTING
P.O. Box 852
Mt. Prospect, IL 60056
577-5881
3. FLOOD BROS. DISPOSAL SYSTEMS
4827 W. Harrison
Chicago, IL 60644
4. TRIPLE A CHEMICAL TOILETS, INC.
1851 S. Clinton
Chicago, IL 60616
5. ILLINOIS PLANT SECURITY
1829 N. Broadway
Melrose Park, IL 60160
344-8955
6. AAA RENT-ALL SYSTEM - CHAIRS
3323 W. 183rd St.
Homewood, IL 60430
798-9191
7. BUONO, RICH - FOOD BOOTHS
N. Oriole
Chicago, IL
237-4700
8. DARLING & COMPANY - GREASE DISPOSAL
4650 S. Racine Ave.
Chicago, IL 60609
927-3000
9. UNITED FENCE CO.
722 W. 49th Pl.
Chicago, IL
924-0773

**FESTA ITALIANA / A Celebration of
Italian-American Life /**

188 West Randolph Street - Suite 1903
Chicago, Illinois 60601 (312) 637-8833.

Sub-Contractors Include:

Fisher Electric

Special Events

Creative Sound

Flood Bros.



**FESTA ITALIANA / A Celebration of
Italian-American Life /**

188 West Randolph Street - Suite 1903
Chicago, Illinois 60601 (312) 637-8833

FOOD VENDORS

Partial List as of June 30, 1986

Ginotto's

Jake's Pizza

Sertano's

Stefani's

Leoni's

Ambrosino

Artie G's

Ciardullo's

Gino's East

Gia Distributors

Mazzone's

Salvino's

Nancy's Pizza

Lezza

Argenzio's

Mama Tish

Ranalli's

Villa Napoli



Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. **OPENING AND CLOSING:** Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. **EQUIPMENT INSTALLATION:** Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City and, thereupon, shall

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently displayed. Festival Promoters will monitor alcohol sales in cooperation with the Chicago Police Department.

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. **DELIVERIES:** Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. **INSURANCE:** Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will also obtain

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. **VEHICLES:** Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. **ELECTRICITY:** Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. FINANCIAL STATEMENT: Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.

20. CONTENT OF FESTIVAL: Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.

21. MEDICAL: Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals when appropriate.

22. SECURITY: Festival Promoters shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chicago Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

EXHIBIT F

METROPOLITAN SANITARY DISTRICT OF CHICAGO

POLLUTION PREVENTION MEASURES

Festival Promoters shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Olive Park which may result from the operation of the Festivals. In order to ensure that no pollution occurs, the Festival Promoters should adhere to procedures and measures adopted in previous events:

1. Festival Promoters shall provide a minimum of one waste water drum per food vendor which will receive wash waters from food preparation. Each drum will be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums will be placed in a central location accessible to the vendors as well as the service contractor and each drum will have a screen over the open top to prevent the entry of large debris.
2. Festival Promoters shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. Festival Promoters shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. Festival Promoters shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than nightly servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets will be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.
5. Festival Promoters shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the MSDGC.

Festival Promoters shall require the vendors participating in the Festivals to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of Olive Park.

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event this information is current. Notwithstanding, the Corporation Counsel may require such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA".

Bidder's Name: Amerital Unico Club of Chicago d/b/a Festa Italiana

Bidder's Address: 188 West Randolph Street, Suite 1903, Chicago, Ill. 60601

Bidder is 1. Corporation ☒ 2. Partnership () 3. Sole Proprietor ()
4. Other () Not for Profit

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION I. CORPORATION

1a. Incorporated in the State of Illinois

1b. Authorized to do business in the State of Illinois:
Yes (x) No ()

1c. Names of officers and Directors of Corporation _____
Michael Valenti, Joseph Taddeo and Angelo DelGuidice

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each. Not applicable

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 1% of the proportionate ownership interest and the percentage interest of each. Not applicable

NOTE: Generally with corporations having 100 or more shareholders where no

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

NOT APPLICABLE

SECTION 3 - SOLE PROPRIETOR

- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.

YES () NO () If NO, provide the following information.

- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.

NOT APPLICABLE

- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

NOT APPLICABLE

SECTION 4 - OTHER

- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

NOT APPLICABLE

To the best of his (her) knowledge the information provided herein is accurate and current.

R. D. J. 11

LEASE AGREEMENT
FOR OLIVE PARK

THIS LEASE AGREEMENT is made as of July 22, 1986, by and between the CITY OF CHICAGO, a municipal corporation and a home rule unit of local government under the Constitution of the State of Illinois, acting through its Office of Special Events which has its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 (the "City"), and International Festivals, Inc., a for-profit corporation under the laws of Illinois, which has its principal offices at 334 South Wabash, Chicago, Illinois 60604 (the "Promoter").

RECITALS

WHEREAS the Promoter desires the use of certain City property, as described on "Exhibit A", which is attached hereto and incorporated hereby (the "Park"), for the purpose of conducting a festival to be known as Rhythm & Blues Heritage Festival (the "Festival"); and

WHEREAS the Festival creates a unique opportunity for the City to reflect its ethnic diversity through music, food, arts and crafts, and performances related to a particular culture; and

WHEREAS, the Festival further creates unique opportunities

to promote tourism in the City of Chicago and to generate employment opportunities for Chicago residents, both of which are in the public interest;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1:

THE ABOVE RECITALS ARE EXPRESSLY INCORPORATED IN AND MADE A PART OF THIS LEASE AGREEMENT.

Section 2: Obligations of the City

2.01 The City does hereby grant the Promoter the sole and exclusive privilege of occupying and using designated areas of the Park, as more fully described on Exhibit A attached hereto, for the period of August 20, 1986, to August 26, 1986, inclusive of the time required for necessary clean-up and restoration, in order to conduct its Festival as described hereinafter.

2.02 The City shall provide assistance in the pre-production, on-site installation and operation, and post-production stages of the Festival. Such assistance shall be limited to oversight and consultation only. The City will also provide the Promoter at no charge with a liaison to assist the Promoter in obtaining necessary City services and

permits, subject to such fees as may be set by the various City departments and agencies, including but not limited to license or inspectional fees, and to assist the Promoter in his communications with such City departments and agencies as may become involved in producing the Festival.

2.03 The City will supply the Promoter with no less than 19,500 four-color brochures to advertise the Festival at no charge. The Promoter may order additional printings of the brochure at a cost which shall be agreed upon by the City and the Promoter.

Section 3: Obligations of the Promoter

3.01 The Promoter shall pay the City a rental fee of one hundred dollars (\$100.00) a day for each day of the term of this lease. The total fee shall be paid no later than seven business days prior to the commencement date of the term of the lease by certified check payable to the "City of Chicago."

3.02 The Promoter shall produce a Festival substantially the same as that described to the City in the Promoter's written proposal, a copy of which is attached hereto and incorporated hereby as "Exhibit B." The Promoter shall also submit a "production plan" for the Festival which must be acceptable to the City. The approved production plan is attached hereto and incorporated hereby as "Exhibit C."

3.03 (a) The Promoter shall observe and comply with the rules and regulations promulgated by the City's Office of Special Events for the production of the Festival, a copy of which is attached hereto and incorporated hereby as "Exhibit D," and shall cooperate with the City in the implementation thereof.

(b) The Promoter shall observe and comply with the guidelines imposed by the City's Department of Water on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit E" and shall cooperate with the City in the implementation thereof.

(c) The Promoter shall observe and comply with the guidelines imposed by the Metropolitan Sanitary District of Greater Chicago on the use of the Park grounds, a copy of which is attached hereto and incorporated hereby as "Exhibit F", and shall cooperate with the City in the implementation thereof.

3.04 (a) The Promoter agrees that it will comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

(b) The Promoter agrees that in performing under this lease agreement, it will not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, handicap, or

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

Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR, 1964-65 Compilation, p. 339, as modified by Executive Order 11375 issued October 13, 1967, 3 CFR, 1967 Compilation p. 320; to The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et seq.; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1977, ch. 29, secs. 17-24 inclusive; July 21, 1961, Ill. Rev. Stat. 1977, ch. 48, secs. 851-866 inclusive, and July 26, 1977,

Ill. Rev. Stat. 1977, ch. 48, secs. 881 to 887; to 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 to the provisions of 41 CFR Chapter 60.

(c) The Promoter shall, at its cost and expense, obtain all necessary permits, licenses, authorizations, and assurances prior to the commencement of the term of the lease.

3.05 The Promoter agrees to indemnify, defend, keep, and save harmless the City, its agents, officials, and employees against all suits or claims of any kind whatsoever arising out of or by reason of this lease agreement, its execution and/or its performance.

3.06 The Promoter shall obtain a comprehensive public liability insurance policy, the form and content of which shall be acceptable by the City Comptroller, in the amount of no less than one million dollars (\$1,000,000.00), naming the City as an additional insured. The Promoter shall also obtain additional coverage in amounts acceptable to the City for property insurance, dram shop insurance, workers' compensation, and inland marine insurance, naming the City as an additional insured. All policies shall be obtained from companies licensed by and authorized to do business in the State of Illinois. The Promoter shall submit to the City satisfactory evidence of the necessary insurance coverage not

later than seven business days prior to the commencement date of the term of the lease. The Promoter shall also require all sub-contractors to present to the City certificates of insurance in commercially reasonable amounts for all applicable work.

3.07 The Promoter hereby acknowledges that it has inspected the Park and its facilities, that it is satisfied with their physical condition and their suitability for their intended use, and that, subject to any exceptions of which it has given written notice to the City, it will accept the Park and its facilities in the condition that they are in at the beginning of the lease. The Promoter acknowledges that its Festival is one of a series of similar festivals to be held in the Park and that the Park's general condition may be affected by any festivals preceding its Festival. In the event that the Park should become untenable prior to or during the Festival for any reason, the Promoter agrees to absolve the City of all liability for any losses sustained as a result of the Festival's partial or complete non-performance.

3.08 The Promoter agrees that no improvements or alterations, temporary or permanent, structural or non-structural, shall be made to or in the Park without the express written consent of the City. The temporary

alterations contemplated by the Promoter's production plan attached hereto as "Exhibit C" shall be deemed to be consented to concurrently with the execution of this lease.

3.09 The Promoter shall maintain the Park in a safe, sanitary and sightly condition and good repair. The Promoter agrees that, at its own expense, it shall repair and yield the Park back to the City at the conclusion of the abovementioned series of festivals to be held in the Park in a condition no less than that which existed on July 15, 1986, which date is prior to the commencement of the first festival in the series of festivals.

3.10 The Promoter agrees to keep the Park free from any and all liens arising out of any work performed, materials, furnished, or obligations incurred by or for the Promoter, and agrees to include such terms in the bond required pursuant to Section 3.09(b) hereinabove.

3.11 The City reserves the right to enter the Park at any time for the purpose of inspecting any facilities and all aspects of the production of the Festival.

3.12 The Promoter shall be solely responsible for and promptly pay any and all charges for water, gas, electricity, and any other utilities used by it upon the Park.

3.13 The Promoter shall reimburse the City for those City services (including, but not limited to, sanitation,

security, and sewerage) directly attributable to the production of the Festival, other than those services provided by the Office of Special Events which shall be free. Such reimbursement shall be made to the City by certified check payable to the "City of Chicago" within thirty (30) days after demand.

3.14 The Promoter agrees that the City shall not be liable, to the extent permitted by law, for injury to the Promoter's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of the Promoter, its employees, invitees, customers, or any other person in or about the Park grounds, nor shall the City be liable for injury to the person of the Promoter, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Park grounds or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Promoter. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other lessee.

3.15 The provisions of Executive Order 85-2 of the City of

Chicago will apply to this lease agreement..

3.16 (a) The Promoter shall not assign, transfer, pledge, sublet, surrender or otherwise encumber or dispose of this lease agreement or any rights and privileges created hereby, or any interest in any portion of the same and shall not permit any other person or persons, company or corporation to use or occupy the Park or any part thereof without the prior written consent of the City.

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

(c) The execution of this lease agreement shall constitute written consent to the use and/or occupation of the Park by such vendors or subcontractors as are listed in the Promoter's production plan, which is attached hereto as "Exhibit C", solely for those purposes described therein.

3.17 The Promoter agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Promoter, or as constituting the Promoter or any officer, owner, employee or agent of the

Promoter as agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

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

Section 4: Events of Default, Termination of Agreement
and Remedies

4.01 The following shall constitute events of default:

- (a) Any material misrepresentation made by the Promoter to the City.

- (b) Failure by the Promoter to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or conditions of this lease agreement, including those set forth in the Exhibits attached hereto and made a part hereof.
- (c) Insolvency or bankruptcy on the part of the Promoter or the assignment of assets for the benefit of creditors by the Promoter.

4.02. The occurrence of any event of default shall, at the sole option of the City, work a forfeiture of the lease and all of the rights of the Promoter thereunder and, thereupon, the City, its agents and/or attorneys, shall have the right to enter the Park, and remove all persons therefrom, forcibly or otherwise. The City represents that the remedy of forfeiture shall not be invoked except in circumstances which materially affect the health, safety or welfare of the public. The Promoter hereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession and expressly agrees that in the event of a violation of any of the terms of this lease agreement, or of said rules and regulations, now in existence, or which may hereafter be made, the City, its agents and/or attorneys, may immediately re-enter the Park and dispossess the Promoter without legal notice or the institution of any legal proceedings whatsoever.

4.03 No remedy under the terms of this lease agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, at law, in equity or by statute, existing now or hereafter; no delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. In addition, the Promoter's default under this lease agreement may be considered as a basis for its denial to be represented or to participate in any future event which may be promoted or organized by the Office of Special Events.

Section 5: Special Conditions

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

5.02 This lease agreement shall be subject and subordinate to any existing or future federal, state, or local laws, ordinances or Executive Orders expressly regarding the use of the Park, or to any future lease or agreement between the City and any other governmental entity, 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, operation or maintenance of the Park.

5.03 This lease agreement may be terminated without notice in the event of threat to the public health or the public safety as may be determined in the sole discretion of federal, state or local officials charged with making such determinations. The City shall not be liable to the Promoter for any losses incurred by reason of such termination.

Section 6: General Conditions

6.01 This lease agreement and the Exhibits A through E attached hereto shall constitute the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this lease agreement that are not expressly addressed herein.

6.02 Where there exists a conflict between or among the exhibits and the lease agreement, the lease agreement shall control.

6.03 This lease agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 (a) No member of the governing body of the City, or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises

governmental functions or responsibilities in relation to the production of the Festival to which this lease agreement pertains, shall have any personal financial interest, direct or indirect, in this lease agreement.

(b) No member of, or delegate to, the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this lease agreement, or to any benefit to arise herefrom, if said lease agreement and the Festival to which the lease agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.05 This lease agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.06 Any headings of this lease agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or

amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of the lease agreement.

6.07 If any provision of this lease agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this lease agreement shall not affect the remaining portions of this lease agreement or any part thereof.

6.08 No changes, amendments, modifications, cancellation or discharge of the lease agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

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

SECTION 7: Notices

Any and all notices given or required under this lease agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

TO THE CITY:

Mayor's Office of Special
Events
City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

TO THE PROMOTER:

International Festivals, Inc.
655 West Irving Park
Chicago, Illinois 60613
Attention: Carl McKenzie

Notices sent in accordance with this section shall be deemed
effective upon mailing.

SECTION 9: Authority

9.01 The Promoter shall provide to the City a copy of its
certificate of incorporation and a duly adopted resolution of its
directors authorizing execution of the lease agreement.

9.02 Execution of this lease agreement by the City was
authorized by an Ordinance of the City Council of the City of Chicago
passed on _____. (C.T.P. p. _____).

10/6/86

REPORTS OF COMMITTEES

34755

IN WITNESS WHEREOF, International Festivals, Inc.

and the City have caused this lease agreement to be signed as of the first date written above.

CITY OF CHICAGO

BY: _____
DIRECTOR
MAYOR'S OFFICE OF
SPECIAL EVENTS

APPROVED:

COMPTROLLER

APPROVED AS TO FORM AND LEGALITY:

ASSISTANT CORPORATION COUNSEL

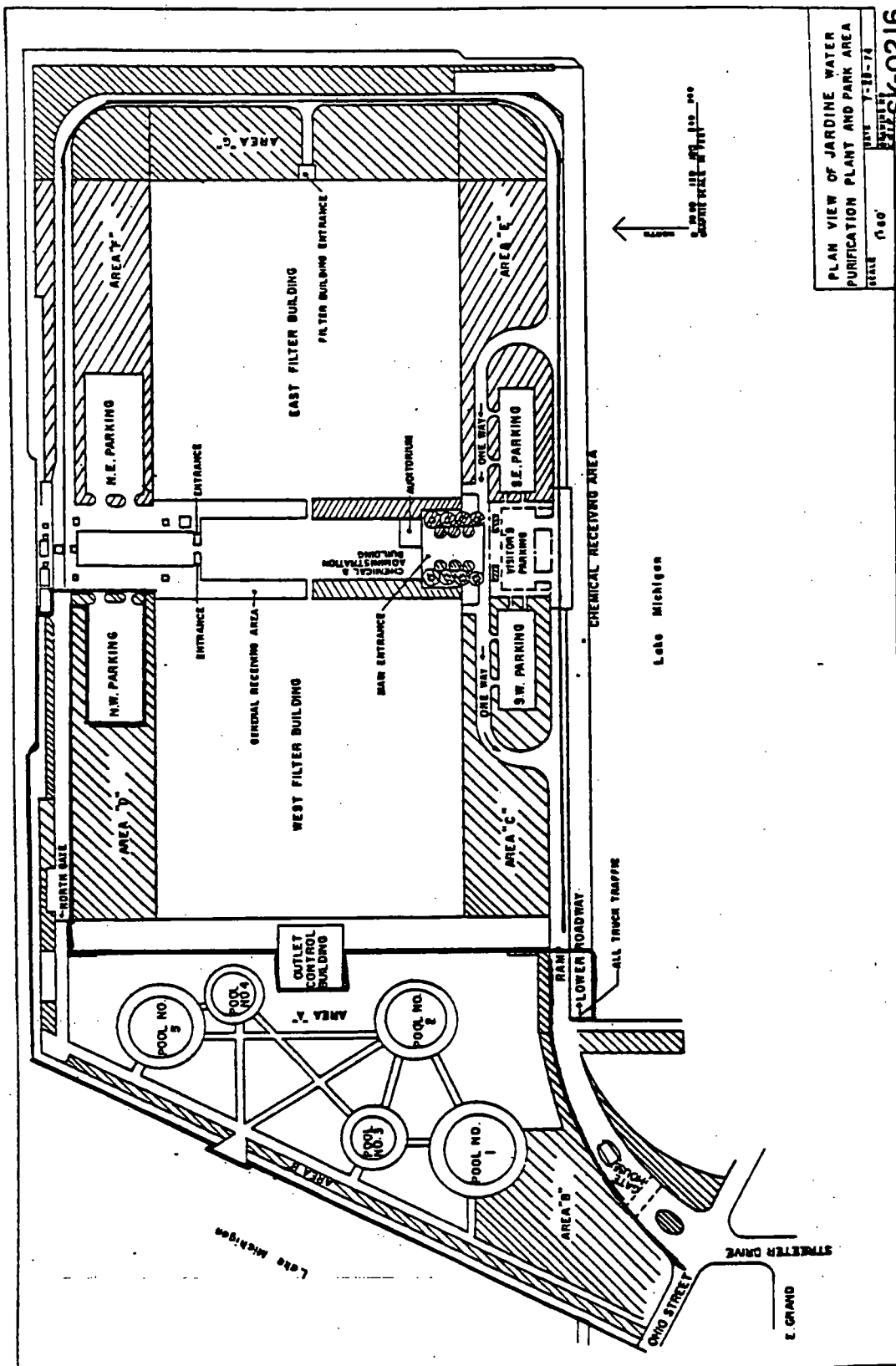
International Festivals, Inc.
(PROMOTER)

BY: Phil Johnson
Its President

ATTEST:

Q. ORMS
BY: _____
V.P. (Its Secretary)
(Corporate Seal)

EXHIBIT A
LIMITED ACCESS ROAD
(PASS ONLY)



FESTIVAL DESCRIPTION

The Chicago Lakefront Rhythm & Blues Festival is to be held August 22, 23 & 24, 1986, at Milton Olive Park on Chicago's Lakefront near Navy Pier.

The location is beautiful and will especially enhance this event by it's convenience -- being accessible also by public transportation.

The entertainment program will consist of national and international recording artists and personalities, as well as local artists and attractions -- with 2 or 3 stages of live entertainment. Activities, ethnic foods, vendors, games and entertainment for children and senior citizens, arts and crafts, exhibits will also be provided -- cumulating into a total cultural experience that will provide day-long entertainment.

SMALL/MINORITY BUSINESS OPPORTUNITIES

Opportunities for Small Businesses and Minority Contractors exist within this project in various capacities such as concessions, souvenirs, sales, game activities, restaurants on-site, minority technicians, lighting and sound crews.

CULTURAL EVENT

This event will enhance the beauty of Milton Olive Park which was named after a black soldier. Cultural exhibits, historical displays of Chicago, ethnic foods, and educational information are a brilliant way to display the Real Chicago and provide residents and visitors alike with a pleasant way to spend a day -- outdoors -- on-the-lake.

COMMERCIAL EXHIBITS & BOOTHS

Chicago's business community will appreciate the exposure their products receive. They will have fun providing samples of their products -- not to mention being exposed to a sizeable potential client base, all while listening to good music and learning more about their own culture.

EMPLOYMENT OPPORTUNITIES

Every summer, the youth of the city are seeking employment. Many underprivileged youth in Chicago will be provided this opportunity. The Chicago Lakefront Rhythm & Blues Festival offers employment in various areas of this 3-day extravaganza.

ETHNIC FOODS

Brilliantly colored tents will house the aroma of good foods. Just as Taste of Chicago, a variety of foods will be offered at this function, providing the crowds with culinarial enjoyment and business opportunities for the vendors.

LIVE MUSIC

Live music has always been the greatest attraction. This year, the audience will be able to appreciate a professional entertainment program, along with some big-name artists that are music greats of today.

The Chicago Lakefront Rhythm & Blues Festival could become a pre-event tie-in to upcoming special events such as "The Chicago Jazz Festival". In three days, we will have the opportunity to provide rhythm and blues, gospel, contemporary jazz and pop -- attracting all sectors.

CHILDRENS GAMES & RIDES

Kids are people too and very special to us. They will enjoy the real pony rides, the train, balloons, games, music and especially the cotton candy.

Our program will provide free identification badges to children 12 years and under, who are admitted to the park for easier identification and to reunite lost ones with their respective companions. Our "Found Pound Agents" will be on duty in the park during this entire 3-day event.

INFORMATION CENTERS

Information booths will be located at each end of the park, making it convenient for all patrons to inquire about our festival.

PRODUCTION STAFF

The Production Staff will consist of personnel from management, site operations, utilities, entertainment production and Chicago's youth, sharing such responsibilities as:

1. Management:

(a) legal permits	(e) security
(b) licenses	(f) contractors
(c) contracts	(g) medical/first aid
(d) insurance	(h) fire

2. Site Operations:

(a) premise security	(f) sanitation
(b) construction & staging	(g) information areas
(c) contracts	(h) concession booths
(d) communications	(i) vendors booths
(e) transportation	(j) fire & medical

3. Utilities:

(a) electrical	(c) lights
(b) water	(d) construction

4. Entertainment Production:

(a) stage managers	(d) talent assistance
(b) stage hands	(e) talent accommodations
(c) program coordinator	(f) lights & sound

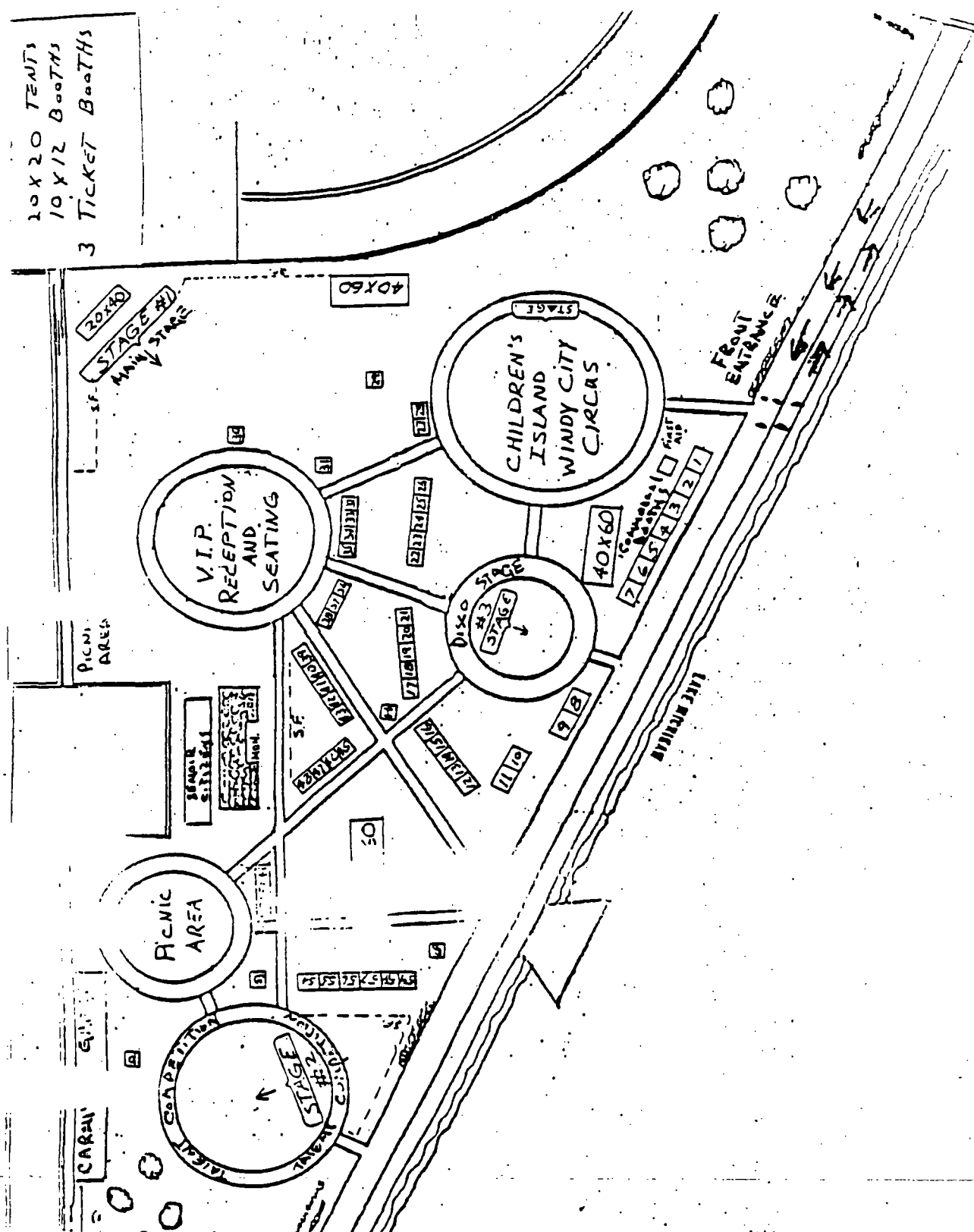
10/6/86

REPORTS OF COMMITTEES

34761

Exhibit C

(Promoter's production plan including
site map locating its facilities and
list of entertainment, food vendors, and
subcontractors.)





Recording Artist List

Ray Goodman & Brown
Manhattans
O'Jays
Atlantic Star
Smokey Robinson

Hawkins Family
The Soul Children
Big Twist and Mellow Fellow
Angela Bofill
Freddie Jackson
Melba Moore

International Festivals Inc.

334 S. Wabash • Suite #202 • Chicago, IL. 60604 • (312) 662-0550 / 662-0551



6/30/86

VENDORS

1. ROBINSON'S #1 RIBS	20. FIRESIDE INN
2. MEKONG RESTAURANT	21. ELI'S CHEESE CAKE
3. HAGEN DAZS ICE CREAM	22. ZEPHYR ICE CREAM
4. SALVINO'S PIZZA	23. REGGIO'S PIZZA
5. ANGIE'S PIZZA BREAD	24. AMERICAN CARRIBEAN BAKERY
6. DOVE BARS	25. PALERMO'S PIZZA
7. BRAVO'S PIZZA	26. GALE STREET INN
8. MIKE FEDANZO HOT DOGS	27. CARSON'S RIBS
9. NATURAL HARVEST	28. TACOS AND THINGS
10. SEAY'S OLD FASHIONED EDIBLES	29. SHARKO'S
11. STEVE'S LOUNGE	30. RUSSELL'S BBQ
12. TONY SAMUEL'S FRUIT	31. DUDLEY'S CHILI
13. OLD SOUTHSIDE PUB	32. HARVEST OF THE EARTH & SEA
14. DOCK'S FISH	33. THE BAGEL BAKERY
15. GEORGE BROWN CAJUN CHICKEN	34. BARNEY'S MARKET CLUB
16. HIXON'S POPCORN	
17. PICES SEAFOOD	
18. FLUKEY'S HOT DOGS	
19. RONNIE'S STEAK HOUSE	
20. RIVER KWAI	

International Festivals Inc.

SUBCONTRACTORS FOR 1986 OLIVE PARK FESTIVALS

1. J.F. FISHER & CO. ELECTRICAL CONTRACTORS
53 W. Jackson Blvd., Suite 1618
Chicago, IL 60604
663-0165
2. CREATIVE SOUND - STAGES, SOUND & LIGHTING
P.O. Box 852
Mt. Prospect, IL 60056
577-5881
3. FLOOD BROS. DISPOSAL SYSTEMS
4827 W. Harrison
Chicago, IL 60644
4. TRIPLE A CHEMICAL TOILETS, INC.
1851 S. Clinton
Chicago, IL 60616
5. ILLINOIS PLANT SECURITY
1829 N. Broadway
Melrose Park, IL 60160
344-8955
6. AAA RENT-ALL SYSTEM - CHAIRS
3323 W. 183rd St.
Homewood, IL 60430
798-9191
7. BUONO, RICH - FOOD BOOTHS
N. Oriole
Chicago, IL
237-4700
8. DARLING & COMPANY - GREASE DISPOSAL
4650 S. Racine Ave.
Chicago, IL 60609
927-3000
9. UNITED FENCE CO.
722 W. 49th Pl.
Chicago, IL
924-0773

Exhibit D

MAYOR'S OFFICE OF SPECIAL EVENTS

RULES AND REGULATIONS

It is the intent of the rules and regulations issued by the Mayor's Office of Special Events (M.O.S.E.) to ensure that the 1986 Olive Park Festivals (Festivals) be of a professional standard and that Olive Park be properly used and maintained.

1. **OPENING AND CLOSING:** Gates may open to the public at 12:00 noon and shall close no later than 10:00 p.m. The general public shall be removed from the Park no later than 11:00 p.m. Festival Promoters will inform M.O.S.E. of their work schedules, including production set-up and break-down times, in order to coordinate supervision and security. Festival Promoters will schedule entertainment such that it will run no later than 10:00 p.m. Accommodations will be made for those neighborhood residents who normally frequent the Park.

2. **EQUIPMENT INSTALLATION:** Festival installation and construction may begin on the Wednesday before the event is to open. All equipment, structures and materials not needed by the following Festival will be removed from the site by midnight the Tuesday after the Festival closes. Any equipment, structures or material remaining in the Park after a Festival and not needed or wanted by any of the following Festivals will be considered abandoned, may be removed by the City and, thereupon become --

3. ATTENDANCE: Festival Promoters will monitor attendance in cooperation with representatives from M.O.S.E. and the Chicago Police Department and shall close the gates to the public if the site is determined to be overcrowded or the public safety is threatened.

4. MAINTENANCE AND RESTORATION: Prior to the scheduled date for each Festival, a Festival representative, a representative of M.O.S.E. and a representative of the Water Department will tour the grounds in order to determine the condition of the Park at the time that the Festival arrived on the site. After each Festival, representatives will again tour the park to determine any damage incurred during that Festival's operation. The Festival Promoters will share the cost of restoring the grounds after the last Festival, such cost, estimated by the Water Department, to be \$100,000. All work must be done to the Water Department's reasonable satisfaction. Festival Promoters shall also be responsible for the daily maintenance and repair of the Park during the term of their lease.

5. FOOD AND BEVERAGE OPERATIONS: Festival Promoters will not permit the serving or selling of any alcoholic beverages other than beer and wine. Beer and wine sales will be limited to two servings per customer. Signs notifying the public that no one under age 21 will be served or sold alcohol shall be prominently

sales if the Police Department deems it necessary for public safety. Festival Promoters will require their vendors to check age documentation when appropriate. Festival Promoters shall submit a list of vendors to the Department of Revenue, the Department of Consumer Services, and M.O.S.E at least three weeks before the start of each Festival.

Festival Promoters will pay the Department of Consumer Services an assessed fee for the inspection of their vendors and will require their vendors to comply with all rules, regulations and requirements concerning food and beverage operations. Festival Promoters will monitor their vendors to ensure proper disposal of waste materials, including grease and water. Festival Promoters will also furnish M.O.S.E. with the name of a "food coordinator" for each Festival, who will be responsible for monitoring and supervising the food vendors on the Park grounds.

6. DELIVERIES: Festival Promoters will ensure that a staff person or vendor is present at the Park for all deliveries and pick-ups.

7. INSURANCE: Each Festival Promoter will submit to M.O.S.E. a copy of an insurance policy showing \$1 million liability coverage, naming the city of Chicago as additional insured, at least ten days before the beginning of its Festival. This policy will also hold the City, its agents and employees, free from liability and litigation. Festival Promoters will also obtain other necessary insurance.

dram shop insurance, workers' compensation and inland marine policies. All policies shall be obtained from agents licensed by and authorized to do business in the State of Illinois. Festival Promoters will require sub-contractors to present certificates of insurance in commercially reasonable amounts for all applicable work.

8. VEHICLES: Festival Promoters will limit the number of vehicles driving in the Park in order to prevent damage. Parking tags will be used to monitor all personnel vehicles. Vehicles are restricted to driving on the main esplanade. No vehicles are allowed on the lawn areas or the observation deck. Festival Promoters will supervise all vehicles before, during and after the event and will provide a written rain plan to supervise vehicles and equipment on the site during inclement weather in order to avoid any personal injury or damage to equipment and grounds.

9. ELECTRICITY: Festival Promoters will hire a licensed and bonded electrical contractor to supervise the installation of electrical services. All electrical labor will be affiliated with I.B.E.W. An Edison meter will be installed by the Festival

Promoters in the "Outlet Area" and full costs for their electricity will be borne by the Festivals Promoters. Festival Promoters will adhere to the recommendations of City electrical inspectors concerning safety and other precautionary measures to ensure against injury to personnel and loss of power.

10. SANITATION AND SEWERAGE: Festival Promoters shall be responsible for establishing, maintaining and enforcing proper waste disposal procedures in cooperation with the Metropolitan Sanitary District, the Office of the Cook County State's Attorney, the Water Department and the Department of Sewers. All portable toilets and chemical toilets in trailers will be pumped out daily and disposed of at a City-approved site by a toilet company employed by the Festival Promoters. In the event of rain, the storm sewers will be pumped out by the toilet company and the water removed from the site. Catch basins will be covered with wire mesh to prevent garbage or other debris from entering Lake Michigan. No waste will be disposed of in catch basins, but will be placed in approved 55-gallon drums or other containers and removed from the site after each day of operation. In addition, each Festival Promoter will provide constant on-site clean-up of the Park and areas immediately adjacent thereto during the Festival. Festival Promoters will clean the grounds and sweep the sidewalks after each day of operation. All oil, grease and other stains will be removed from the concrete and grounds and the Park shall be cleaned of all trash by midnight Tuesday after

11. CONSTRUCTION: No tent pegs or poles will be driven into the ground further than a one foot (1') depth in order to prevent damage to underground pipes. Festival Promoters will consult with the Department of Water concerning any below-ground construction and will comply with the limitation of the shallow depth of the Park grounds. Structures will be free standing whenever possible.

12. FIREWORKS: Festival Promoters will consult with M.O.S.E. concerning procedures for fireworks expositions and will secure all necessary permits and pay all necessary fees for fireworks, if any.

13. PROMOTIONAL MATERIALS: Festival Promoters will limit all product sampling, promotional booths and materials and market research during the event in consultation with M.O.S.E. staff.

14. EXTRA ATTRACTIONS: Festival operators will consult with M.O.S.E. staff for procedures concerning special attractions, such as hot air balloons, games of chance, or animal rides. Bingo is permitted only when operated by a non-profit organization which has obtained a license from the State's Department of Revenue for such operations. Festival Promoters will not operate mechanical rides in the Park or any adjacent areas immediately thereto in connection with any Festival.

order to ensure uniform communication, consistency of operations and cooperation between the Festival organizations, M.O.S.E. and other city departments and agencies. In normal circumstances, M.O.S.E. will try to notify Festival Promoters of production meetings at least one week in advance.

16. M.O.S.E. SERVICES: M.O.S.E. will supervise pre-production, on-site installation and operation, and post-production of each Festival. M.O.S.E. will help Festival operators in obtaining City services when necessary from police, fire, sanitation, revenue, consumer services and other City departments and agencies. The providing of such services may be subject to fees set by those departments.

17. ON-SITE REPRESENTATION: Each Festival Promoter will have a representative at the Park at all times during the Festival for consultation with M.O.S.E. and other City departments. Festival Promoters will give the names of critical management staff, such as directors and construction supervisors, to M.O.S.E. so that on-site decisions can be made and representatives contacted during each Festival.

18. BROCHURES: M.O.S.E. will supply each of the six Olive Park Festivals with 19,500 4-color brochures at no charge. Festival Promoters may order additional printings of the brochure at a cost to be agreed upon by M.O.S.E. and authorized representatives of the six Festivals.

19. **FINANCIAL STATEMENT:** Festival Promoters will submit a certified financial statement to M.O.S.E. within ten weeks after the end of the Festival.

20. **CONTENT OF FESTIVAL:** Festival Promoters agree that the Festivals produced will be substantially the same as the events originally proposed to M.O.S.E. in their written proposals. Festival Promoters understand that M.O.S.E. agrees to lease space at the Park for the 1986 season only.

21. **MEDICAL:** Festival Promoters shall have on site a medical team from the Red Cross or another similarly qualified institution to provide emergency first aid to Festival patrons or personnel. Festival operators will train their staff in reporting any medical emergencies and obtaining ambulance services to hospitals. Festival operators will have "Emergency Medical Teams" present on the grounds during the Festivals when appropriate.

22. **SECURITY:** Festival Promoters shall obtain private security personnel in order to provide adequate security to protect the public. All Festival personnel will cooperate with the Chicago Police Department during the Festival and will follow Police instructions concerning the protection of the public safety.

EXHIBIT E

DEPARTMENT OF WATER

GUIDELINES

1. No vehicles shall be allowed to park on sidewalks or to drive on any lawn areas in Olive park.
2. Tent pegs shall not be driven further than one (1") foot maximum - six (6") inches, if possible - into the ground. The Water Department will supervise the installation of the tent pegs.
3. Nothing shall be mounted on top of the "Outlet Structure".
4. Festival promoters shall be responsible for obtaining utility services from, among others, Illinois Bell Telephone, Commonwealth Edison and Department of Water. All utility expenses shall be borne by the Promoters. Payment for services shall be made by the Promoters directly to the providers. Water obtained through fire hydrants shall either be metered or a flat fee account established for each festival.
5. Toilet facilities will not be placed on the roof of the reservoir.
6. The Water Department shall drain and clean all five pools prior to the first festival.
7. The observation platforms shall be kept clear of all vehicular traffic. No vehicles shall be allowed on the platforms.
8. A temporary fence shall be erected at the park entrance protecting the "thicket" area. In addition, fencing with appropriate gates shall be installed running north from the northeast corner of the northwest filter building to the north parapet wall adjacent to the substation. The Festival Promoters shall bear the full cost of installation, provided that the cost shall not exceed \$900.00. After the conclusion of the last festival, the fencing of the northwest parking lot may be removed or left in place at the option of the Festival Promoters. Specifications for the northwest parking lot fencing, posts, gates, and location will be provided by the Department of Water.
9. All waste removal, waste water, grease, toilets, and garbage shall be handled expeditiously in a manner approved of and in accordance with the regulations and stipulations of the Metropolitan Sanitary District of Greater Chicago.
10. Festival Promoters shall be responsible for all housekeeping and maintenance functions associated with the areas used,

and any areas immediately adjacent thereto, by the Festivals from the inception of the first Festival until satisfactory restoration of said areas following the final festival.

11. The Festivals may supply their own security forces in the Park. However, it is the Department's understanding that Chicago Police shall also provide the usual and normal police services to maintain security. It is the Department's understanding that the costs for those City services directly attributable to the Festivals will be reimbursed by the promoters.
12. A committee consisting of Festival Promoters, City Coordinators, and representatives from the Mayor's Office of Special Events and the Department of Water shall inspect Olive Park and any designated Festival areas. This shall be done prior to the first Festival and after the last Festival, to certify the Park's condition with photographic and written documentation. The City's photographer shall have access to the Park before, during, and after each Festival, and shall be under the direction of the City's Coordinator.

EXHIBIT F

METROPOLITAN SANITARY DISTRICT OF CHICAGO

POLLUTION PREVENTION MEASURES

Festival Promoters shall be responsible for preventing any pollution to Lake Michigan and the storm sewer system servicing Olive Park which may result from the operation of the Festivals. In order to ensure that no pollution occurs, the Festival Promoters should adhere to procedures and measures adopted in previous events:

1. Festival Promoters shall provide a minimum of one waste water drum per food vendor which will receive wash waters from food preparation. Each drum will be pumped out nightly and wastes shall be transported off-site for proper disposal. Such drums will be placed in a central location accessible to the vendors as well as the service contractor and each drum will have a screen over the open top to prevent the entry of large debris.
2. Festival Promoters shall provide an adequate number of grease receptacles for use by vendors who require grease disposal services, with post-event servicing at a minimum or more frequent service, if appropriate.
3. Festival Promoters shall provide an adequate maintenance staff to maintain the trash receptacles and the grounds area to prevent debris from entering the lake or the storm system.
4. Festival Promoters shall provide an adequate number of washroom facilities to serve the needs of the projected crowd volume with no less than nightly servicing to prevent overload and spillage into the storm system. An "adequate number" is defined as no less than one portable toilet per 200 persons. Portable toilets will be located on the main perimeter sidewalk or on the lake-side thereof at key locations along the length of the Park. Proper facilities shall also be available for handicapped patrons.
5. Festival Promoters shall seal discharge from storm sewers, provide daily disinfection of storm inlets, and provide sewer pumping service to remove grossly contaminated waters from the storm system and dispose of same in a manner acceptable to the MSDGC.

Festival Promoters shall require the vendors participating in the Festivals to utilize the appropriate waste receptacles and to discharge nothing into the storm sewer system, into the waters of Lake Michigan, or on the grounds of Olive Park.

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Section 26.1-3 of the Municipal Code of the City of Chicago, all bidders must provide the following information with their proposal. A reproduction of a previously filed statement may be submitted by the bidder in the event this information is current. Notwithstanding, the Corporation Counsel may require such additional information which is reasonably intended to achieve full disclosure of ownership interests from the lowest responsible bidder. Every question must be answered. If the question is not applicable, answer with "NA".

Bidder's Name: INTERNATIONAL FESTIVAL INC

Bidder's Address: 334 S WABASH

Bidder is 1. Corporation ☒ 2. Partnership () 3. Sole Proprietor ()
4. Other ()

Please indicate with an "X" the appropriate legal entity then provide the information required under the appropriate section, 1, 2, 3 or 4.

SECTION I, CORPORATION

1a. Incorporated in the State of ILL

1b. Authorized to do business in the State of Illinois:
Yes ☒ No ()

1c. Names of officers and Directors of Corporation PHIL JOHNSON
CARL MCKENZIE, MIKE HOWARD, RAFAEL GRAHAM
KEVIN WAGNER

1d. If the Corporation has fewer than 100 shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders and the percentage of interest of each. PHIL JOHNSON 42 1/2 % CARL MCKENZIE
RAFAEL GRAHAM 17 1/2 % MIKE HOWARD 17 1/2 %
KEVIN WAGNER 5 % 655 W. ILLINOIS PK 1149 E 40th
4170 N. MARINE DR 452 GREEN TREE / GULF BLVD 6 N. MICHIGAN

1e. If the Corporation has 100 or more shareholders indicate hereon or attach hereto a list of names and addresses of all shareholders owning shares equal to or in excess of 1% of the proportionate ownership interest and the percentage interest of each.

D-N-A

SECTION 2 - PARTNERSHIP

- 2a. If the bidder is a partnership, indicate the name of each such partner and the percentage of interest of each therein.

D - N - A

SECTION 3 - SOLE PROPRIETOR

- 3a. The bidder is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary.
YES () NO () If NO, provide the following information.

- 3b. If the sole proprietorship is held by an agent (s) or a nominee (s), indicate the principals for whom the agent or nominee hold such interest.

D - N - A

- 3c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised.

D - N - A

SECTION 4 - OTHER

- 4a. If the bidder is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held, including the name, address and percentage of interest of each beneficiary.

D N A

To the best of his (her) knowledge the information provided herein is accurate and current.

On motion of Alderman Orr, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

APPROVAL OF SPONSORSHIP AGREEMENT WITH
G. HEILEMAN BREWING COMPANY...
FOR 1986 CHICAGO JAZZ
FESTIVAL.

The Committee on Special Events and Cultural Affairs 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 Director of the Office of Special Events, subject to the approval of the Comptroller and of the Corporation Counsel as to form and legality, is authorized to execute a sponsorship agreement between the City of Chicago and G. Heileman Brewing Company for the sponsorship of the 1986 Chicago Jazz Festival, said agreement to be in substantially the form attached hereto.

SECTION 2. That the Director is authorized to expend such sponsorship monies received for any necessary and incidental expenses incurred in connection with the 1986 Chicago Jazz Festival.

SECTION 3. That this ordinance shall be effective by and from the date of its passage.

Agreement attached to this ordinance reads as follows:

Sponsorship Agreement.

This Agreement is made between the City of Chicago, a home rule unit of local government and a municipal corporation under the Constitution of the State of Illinois, by and through its Office of Special Events, which has its principal offices at 121 North LaSalle Street, Room 703, Chicago, Illinois 60602 (the "City"), and G. Heileman Brewing Company, Inc., a Wisconsin corporation (the "Sponsor").

Recitals

Whereas, the City intends to produce an event known as the Chicago Jazz Festival (the "Event") from August 27, 1986, through August 31, 1986, inclusive; and

Whereas, the Sponsor is desirous of purchasing certain advertising rights relating to the Event for Fifty Thousand Dollars (\$50,000) and certain other valuable consideration as described herein; and

Whereas, the City is willing to sell such advertising rights and provide certain other benefits as described herein to the Sponsor;

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

Section 1. The Above Recitals Are Expressly Incorporated In And Made A Part Of This Grant Agreement.

Section 2. Sponsor's Obligations.

2.01 The Sponsor shall pay to the City the sum of Fifty Thousand Dollars (\$50,000) upon proper execution of this Agreement.

2.02 The Sponsor shall provide to the City a reasonable quantity of its beverage products for consumption by participants in the Event, including without limitation the performers and the reviewing media.

2.03 The Sponsor may provide, without cost to the City and at its own discretion, promotional items or on-site signage at the Event. If so provided, the City shall have the right to determine the signage's location at the Event and to reject any promotional items or on-site signage which the City, in its sole opinion, deems to be in poor taste, unsuitable, or inappropriate to the nature of the Event. Nothing provided under this section shall be offered for sale to the public at the Event.

Section 3. City's Obligations.

3.01 The City shall acknowledge in all media publicizing the Event the Sponsor's "Old Style" beer as the Event's "official beer".

3.02 The City shall include the name of the Sponsor, or its designated products logo at the Sponsor's option, in all printed advertising of the Event, including without limitation the City's press releases relating to the Event.

3.03 The City shall provide the Sponsor with the following: a reasonable number of reserved seats at the Event; a reasonable number of invitations to the Event's Press Review for the Sponsor's representatives; and copies of Event photographs taken by the City.

Section 4. Warranties and Representations.

4.01 The parties agree that the monies and goods provided by the Sponsor under Section 2 herein represent the fair market value for the advertising rights and other benefits granted by the City under Section 3 herein.

4.02 The City warrants and represents to the Sponsor:

(a) That the City is not, nor shall it become, a licensed retailer of fermented malt beverages, as such term is defined under the laws of the State of Illinois, from the date of execution of this Agreement to the date of the Event's conclusion.

(b) That the City shall not give, directly or indirectly, any portion of the consideration provided by the Sponsor in Section 2 hereof to any licensed retailer of fermented malt beverages, other than that which may be provided under the terms of Section 2.02 hereof or those intangible benefits derived from patronizing this Event or other similar City sponsored events.

4.03 The Sponsor warrants and represents to the City:

(a) That the Sponsor has no interest in or discretion over the content, production, or location of the Event, other than that which is expressly set forth herein.

(b) That the Sponsor's consideration granted under Section 2 hereof is not directly or indirectly related to or conditioned upon the sale of any of Sponsor's products at this Event by it or anyone else and that the Sponsor does not in any way require its products to be sold or served at the Event, other than that which is provided in Section 2.02 herein.

Section 5. Events of Default and Remedies.

5.01 Any material failure by either party to perform or carry out its obligations under this Agreement shall constitute an event of default.

5.02 Any event of default by one party which continues without cure, or without a good faith effort to cure, for three (3) days after the giving of notice as provided hereinbelow shall excuse the other party from performing his obligations under the contract, automatically and without further notice.

5.03 No remedy by the terms of this Agreement is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing at law, now or hereafter, in equity or by statute; no delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power nor shall it be construed to be a waiver of any such default or event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6. General Conditions.

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

6.02 This Agreement constitutes the entire agreement between the parties, and no warranties, inducements, considerations, promises, or other references shall be implied or impressed upon this Agreement that are not expressly addressed herein.

6.03 The Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

6.04 No changes, amendments, modifications, cancellation or discharge of the Agreement, or any part hereof, shall be valid unless in writing and signed by the parties hereto, or their respective successors and assigns.

6.05 The parties agree that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the City and the Sponsor, or as constituting the Sponsor or any officer, owner, employee or agent of the Sponsor as agent, representative or employee of the City for any purpose or in any manner whatsoever.

6.06 The parties shall not assign, transfer, pledge, surrender or otherwise encumber or dispose of this Agreement or any rights and privileges created hereby, or any interest in any portion of the same.

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

6.08 The parties shall, in their performance of this Agreement, comply with all applicable federal, state, and local laws, ordinances, and Executive Orders.

6.09 (a) No member of the governing body of the City or other unit of government, and no other officer, employee, or agent of the City or other unit of government who exercises any decision-making authority with regard to this Agreement or any governmental functions or responsibilities in relation to the production of the Event to which this Agreement pertains, shall have any personal financial interest, direct or indirect, in this Agreement.

(b) No member of or delegate to the Congress of the United States and no resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit to arise herefrom, if said Agreement and the event to which the Agreement pertains, is funded, in whole or in part, directly or indirectly by the federal government.

(c) The conflict of interest provisions of Executive Order No. 86-1 of the City of Chicago are hereby incorporated by reference.

6.10 No member, official, or employee of the City shall be personally liable to the Sponsor 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 the Sponsor or its successor in interest, or on any obligation under the terms of this Agreement.

6.11 This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

6.12 Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All reference to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

6.13 If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

6.14 The City agrees to indemnify and hold harmless the Sponsor, its distributors, employees, agents or representatives against and from any and all claims of liability, loss, or damage to person or property arising solely out of its role as "Sponsor" or relating to Sponsor's performance under this Agreement.

6.15 Any and all notices given or required under this Agreement shall be in writing and placed in the United States Mail, first class and certified, return receipt requested, with postage prepaid and addressed:

If To The City:

Mayor's Office of Special
Events
City Hall, Room 703
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Director

If To The Sponsor:

G. Heileman Brewing
Company, Inc.

LaCrosse, Wisconsin _____

Attention: _____

Notices sent in accordance with this section shall be deemed effective upon mailing.
Notices personally delivered shall be deemed effective upon receipt.

6.16 Execution of this Agreement by the City was authorized by an Ordinance of the City Council of the City of Chicago passed on _____. (C.J.P. p. _____).

In Witness Whereof, G. Heileman Brewing Company, Inc. and the City have caused this Agreement to be signed as of this _____ day of _____, 1986.

[Signature forms omitted for printing purposes].

On motion of Alderman Orr, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

COMMITTEE ON STREETS AND ALLEYS.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN PUBLIC WAYS.

The Committee on Streets and Alleys to which had been referred April 9, June 25, August 28, September 8 and 12, 1986, nine proposed ordinances for grants of privilege in public ways, submitted separate reports recommending that the City Council pass said proposed ordinances which were transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

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

*Arnies Cafe, Oak Tree Restaurant, Rue Saint Clair
Restaurant, Maple Street Pier, and
Tempo Restaurant.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Arnie's Cafe, 1050 North State Street, 200 square foot total area, Monday through Sunday, 11:00 A.M. to 11:00 P.M., Compensation: \$360.00;

Oak Tree Restaurant, 25 East Oak, 392 square foot total area, Monday through Sunday, 11:00 A.M. to 9:00 P.M., Compensation: \$705.00;

Rue St. Clair Restaurant, 640 North St. Clair, 189 square foot total area, Monday through Sunday, 11:00 A.M. to midnite, Compensation: \$340.00;

Maple Street Pier, 1 West Maple, 120 square foot total area, Monday through Saturday, 2:00 P.M. to 10:00 P.M., Compensation: \$216.00;

Tempo Restaurant, 1 East Chestnut Street, 600 square foot total area, Monday through Sunday, 10:00 A.M. to 10:00 P.M., Compensation: \$1,080.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted, or neglected to be done by the grantee in and

about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

Chalet on the Gold Coast.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee(s), upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right of way adjacent to its property for use as a sidewalk cafe and described as follows:

Chalet on the Gold Coast, 40 East Delaware, 170 square feet total area, Monday through Saturday, 10:00 A.M. to 8:00 P.M., Sunday, 12:00 Noon to 6:00 P.M., Compensation: \$306.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures

or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

59 East Randolph Limited Partnership.

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

SECTION 1. Permission and authority are hereby given and granted to 59 East Randolph Limited Partnership, an Illinois limited partnership, upon the terms and subject to the conditions of this ordinance to maintain and use vaulted space under the public way to be used for ingress and egress to pedestrianway adjacent to the premises at 59 East Randolph Street as follows:

Randolph Street -- Eighty-two point five (82.5) feet in length and sixteen (16) feet in width.

Garland Court -- Twenty-three (23) feet in length and nine (9) feet in width.

Authority herein granted for a period of five (5) years from and after date of passage of this ordinance.

The location of said privilege shall be as shown on prints hereto attached, which by reference is made a part of this ordinance. Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Public Works. The grantee shall keep that portion of the public way over or under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation to use the public way as herein granted the annual sum of Two Thousand Six Hundred Seventy-two and no/100 Dollars (\$2,672.00) for the first year the grantee is authorized to use the public way. For every year (12 month period) thereafter that the grantee is authorized to use the public way under this ordinance, grantee agrees to pay the previous year's annual sum plus an additional amount equal to 4 percent of that previous year's sum. (That is, the previous year's sum shall be multiplied by 1.04 to derive the annual sum due in the current year). Grantee agrees to pay its annual compensation in advance, the first payment to be made as of date stated in Section 1 and before a permit shall be issued, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or if the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of

the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the

faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and other expenses which may in any way come against said City in consequences of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided, said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

Food Court Catering Service, Incorporated.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Food Court Catering Service, Inc., 117 South Clinton, 297 square foot total area,
Monday through Friday, 11:00 A.M. to 8:00 P.M., Saturday, 11:00 A.M. to 4:00 P.M.,
Compensation: \$202.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the

premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage, and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of

Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

K. O. Corporation, d/b/a Ruby's Too!.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

K. O. Corporation, d/b/a/ Ruby's Too!, 5657 North Lincoln, 200 square feet total area, Sunday through Saturday, 11:00 A.M. to 10:00 P.M., Compensation: \$136.00

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City

Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability and property damage, and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done; or omitted, or neglected to be done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance

coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

LaSalle Hubbard Corporation.

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

SECTION 1. Permission and authority are hereby given and granted to the LaSalle Hubbard Corporation, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a pedestal clock adjacent to its premises located at 415 North LaSalle and described as follows. Said pedestal clock shall be approximately eleven (11') feet in height and three feet eight inches (3'8") square. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after date of passage of this ordinance.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per annum, in advance, the first payment to be made as of date stated in Section 1, and each succeeding payment on the same day and month annually thereafter. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further, renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance to the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including

judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the insurance company and grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration. The grantee and the insurance company, upon receiving written notification from the Commissioner of Streets and Sanitation of the costs shall pay said amount. The decision of the Commissioner of Streets and Sanitation shall be final and binding. It shall be the responsibility of the grantee to furnish the City of Chicago prior to issuance of permit, for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, both public liability and property damage, that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Finance, Real Estate Division, no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permittee(s) shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the (vaults, fire escapes, canopies, etc.) and arising out of and including the passive negligence of the City of Chicago.

SECTION 6. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of all and singular the conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 7. The grantee will further be liable to the City of Chicago for the annual compensation for the use of the public way.

SECTION 8. This ordinance shall take effect and be in force from and after its passage; provided said grantee file a written acceptance of this ordinance with the City Clerk, provided further, that proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the first year's compensation to be paid to the City Comptroller.

*Mort's Delicatessen, Incorporated and Artists's
Snack Shop.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Mort's Delicatessen, Inc., 159 North Wabash, 832 square feet total area, Monday through Saturday, 7:00 A.M. to 7:00 P.M., Compensation: \$3,228.00:

Artist's Snack Shop, 412 South Michigan Avenue, 684 square feet total area, Monday through Sunday, 8:00 A.M. to 10:00 P.M., Compensation: \$957.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services, and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the costs of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to or recovered from said City from or by reason or on account of any act or thing done or omitted or neglected to be done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures or appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation be paid to the City Comptroller.

*The 2nd Coast, Incorporated, d/b/a The 3rd Coast on
Delaware, and Friends on Wells.*

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantees, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

The 2nd Coast, Inc., d/b/a The 3rd Coast on Delaware, 888 North Wabash, 225 square feet total area, Sunday through Saturday, 11:00 A.M. to 11:00 P.M., Compensation: \$405.00:

Friends on Wells, 1400 North Wells, 160 square feet total area, Sunday through Saturday, 11:00 A.M. to 11:00 P.M., Compensation: \$288.00.

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted, or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

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

SECTION 1. Permission and authority are hereby given and granted to the following named grantee, upon the terms and subject to the conditions of this ordinance, to occupy a portion of the public right-of-way adjacent to its property for use as a sidewalk cafe and described as follows:

Yugo Inn, Inc., 2824 North Ashland Avenue, 330 square feet total area, Sunday through Saturday, 11:00 A.M. to 11:00 P.M., Compensation: \$224.00

Authority for the above named privilege shall remain in effect for a period of six (6) months from and after date of passage of this ordinance.

Said privilege shall be maintained and used in accordance with the ordinances of the City of Chicago and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Inspectional Services and the Commissioner of Consumer Services. The grantee shall keep that portion of the public way under said privileges in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Public Works.

SECTION 2. The grantee agrees to pay to the City of Chicago as compensation for the privilege herein granted the sum as stated in Section 1, in advance. In case of the termination of the privilege herein granted or the grantee transfers title or vacates the premises, the grantee shall, nevertheless, remain liable to the City of Chicago for the compensation which shall have become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor and the City Comptroller in their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the City Municipal Code. In the event of the failure, neglect or refusal of said grantee so to do, the City of Chicago will have the choice of either performing said work and charging the cost thereof to said grantee or determining what the cost of said work shall be and billing the grantee for said cost.

SECTION 4. The insurance company and the grantee, as provided in Section 5, will hold and save the City of Chicago harmless from any and all liability and expense, including judgments, costs and damages, for removal, relocation, alteration, repair, maintenance and restoration of the structures or appliances herein authorized, and from any and all damages thereto on account of the location, construction, alteration, repair or maintenance of any public ways, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other utilities. For the City of Chicago to recover from the bonding company and

the grantee under this section, it is not necessary that the City of Chicago first make said removal, relocation, alteration, repair, maintenance or restoration. The Commissioner of Streets and Sanitation is hereby authorized to determine what cost would be involved to perform said removal, relocation, alteration, repair, maintenance or restoration and his decision as to the amount shall be final and binding. The grantee and the bonding company, upon receiving written notification from the Commissioner of Streets and Sanitation of the cost of said removal and restoration shall pay immediately said amount upon demand. It shall be the responsibility of the grantee to furnish the City of Chicago, prior to issuance of permit for this privilege, a copy of proof of insurance (certificate of insurance) in an amount not less than \$1,000,000 combined single limit with said insurance covering all liability, including public liability, property damage and dramshop liability that may result from the granting of said privilege. The grantee must furnish the City of Chicago a certificate of insurance which names the City of Chicago as additional insured and also clearly indicates that the privilege being granted by this ordinance is covered by the insurance policy. Certificates renewing insurance must be furnished to the Department of Consumer Services no later than 30 days prior to expiration of policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 5. The permission and authority herein granted shall not be exercised until a permit authorizing same shall have been issued by the City Comptroller and upon the faithful observance and performance of any and all conditions and provisions of this ordinance, and conditioned further to indemnify, keep and save harmless the City of Chicago against all liabilities, judgments, costs, damages and expenses, including any dramshop liability, which may in any way come against said City in consequence of the permission given by this ordinance, or which may accrue against, be charged to, or recovered from said City from, or by reason, or on account of, any act or thing done, or omitted, or neglected to be done, or omitted; or neglected to be done by the grantee in and about the construction, reconstruction, maintenance, use and removal of said structures or appliances and the restoration of the public way as herein required. Said insurance coverage shall be continuing in effect until the structures and appliances herein authorized are removed and the public way is restored as herein required.

SECTION 6. This ordinance shall take effect and be in force from and after its passage; provided, however, that said grantee file proof of indemnification on behalf of the City of Chicago, as herein requested, and payment of the compensation to be paid to the City Comptroller.

APPROVAL GIVEN FOR GRANTS OF PRIVILEGE IN
PUBLIC WAYS (CANOPIES).

The Committee on Streets and Alleys to which had been referred on May 14 and August 28, 1986, thirty-two proposed orders for grants of privilege in public ways, submitted separate reports recommending that the City Council pass the said proposed orders transmitted therewith.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

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

The Abbott Hotel: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to The Abbott Hotel to maintain and use an existing canopy over the public right of way in West Belmont Avenue attached to the building or structure located at 721 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*American National Bank and Trust Company,
Trust Number 77231: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to American National Bank and Trust Company, Trust No. 77231 to construct, maintain and use a canopy over the public right of way in West Madison Street and North Racine Avenue attached to the building or structure located at 1154 West Madison Street for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 55 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Eighty and no/100 Dollars (\$80.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for

any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Astor Banks Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Astor Banks Condominium Association to maintain and use an existing canopy over the public right-of-way in North Astor Street attached to the building or structure located at 1325 North Astor Street for a period of three (3) years from and after February 24, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 22 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Astor, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Astor, Incorporated to maintain and use an existing canopy over the public right-of-way in North Astor Street attached to the building or structure located at 1301 North Astor Street for a period of three (3) years from and after February 24, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 14 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Astor Tower Condominium Association: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Astor Tower Condominium Association to maintain and use an existing canopy over the public right-of-way in North Astor Street attached to the building or structure located at 1300 North Astor Street for a period of three (3) years from and after February 4, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and

approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 11 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Austin Bank of Chicago: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Austin Bank of Chicago to maintain and use an existing canopy over the public right-of-way in West Lake Street attached to the building or structure located at 5645 West Lake Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 4 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Bethany Methodist Hospital: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bethany Methodist Hospital to maintain and use an existing canopy over the public right-of-way in North Paulina Street attached to the building or structure located at 5025 North Paulina Street for a period of three (3) years from and after February 25, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 22 feet in length, nor 22 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Bond Drug Company of Illinois: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Bond Drug Company of Illinois to maintain and use 8 existing canopies over the public right of way in North Michigan Avenue attached to the building or structure located at 300 North Michigan Avenue for a period of three (3) years from and after July 27, 1986 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 4 at 16 feet and 4 at 15 feet respectively in length, nor 8 at 5 feet respectively in width: Upon the filing of the acceptance and payment of Four Hundred and no/100 Dollars (\$400.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Joseph W. Branch, Jr. d/b/a Hair Beautiful: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Joseph W. Branch, Jr. d/b/a Hair Beautiful to construct, maintain and use a canopy over the public right-of-way in South Michigan Avenue attached to the building or structure located at 4651 South Michigan Avenue for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 16 feet in length, nor 2 feet in width: Upon the filing of the acceptance and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Campus Chicken, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Campus Chicken, Incorporated to construct, maintain and use a canopy over the public right-of-way in East 57th Street attached to the building or structure located at 1319 East 57th Street for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction,

maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Citicorp Savings of Illinois: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Citicorp Savings of Illinois to maintain and use an existing canopy over the public right-of-way in South Kedzie Avenue attached to the building or structure located at 6222 South Kedzie Avenue for a period of three (3) years from and after February 1, 1986 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 11 feet in length, nor 15 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*5510 North Sheridan Road Condominium, a/k/a
Renaissance Condominium Association:
Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to 5510 North Sheridan Road Condominium, a/k/a/ Renaissance Condominium Association to maintain and use an existing canopy over the public right-of-way in North Sheridan Road attached to the building or structure located at 5510 North Sheridan Road for a period of three (3) years from and after February 1, 1986 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 14 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

William Guido: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to William Guido to maintain and use two existing canopies over the public right-of-way in West Taylor Street and South May Street attached to the building or structure located at 1120 West Taylor Street for a period of three (3) years from and after March 31, 1986 in

accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 18 feet and 12 feet respectively in length, nor 4 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Hobby Horse Nurseries, Incorporated: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Hobby Horse Nurseries, Incorporated to maintain and use an existing canopy over the public right-of-way in North Clark Street attached to the building or structure located at 5611 North Clark Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 28 feet in length, nor 3 feet in width: Upon the filing of the acceptance and bond and payment of Fifty-three and no/100 Dollars (\$53.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

J.M.B./Urban 900 Development Partners, Limited: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to J.M.B./Urban 900 Development Partners, Limited to construct, maintain and use 16 canopies over the public right-of-way in North Rush Street attached to the building or structure located at 900-923 North Rush Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 10 at 16 feet, 3 at 21 feet and 3 at 20 feet respectively in length, nor 10 at 4 feet, 3 at 7 feet and 3 at 7 feet respectively in width: Upon the filing of the acceptance and bond and payment of Eight Hundred and no/100 Dollars (\$800.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

*Lake Shore National Bank, Trustee, Trust
Number 4967: Canopy.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Lake Shore National Bank, Trustee, Trust Number 4967 to construct, maintain and use a canopy over the public right-of-way in East Huron Street attached to the building or structure located at 150 East Huron Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

*Levy Management (Huron) Corporation d/b/a
Randall's: Canopies.*

Ordered, That the City Comptroller is hereby authorized to issue a permit to Levy Management (Huron) Corporation d/b/a Randall's to maintain and use 4 canopies over the public right-of-way in East Superior Street attached to the building or structure located at 41 East Superior Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 27 feet, 68 feet, 20 feet and 11 feet respectively in length, nor 4 feet, 4 feet, 4 feet and 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Forty- five and no/100 Dollars (\$245.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Phil Liss d/b/a Peerless Imported Rugs: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Phil Liss d/b/a Peerless Imported Rugs to maintain and use a canopy over the public right-of-way in North Lincoln Avenue attached to the building or structure located at 3029-3033 North Lincoln Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 75 feet in length, nor 2 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred and no/100 Dollars (\$100.00) per annum; compensation provided for by ordinances relating to the construction

and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Manscountry Chicago, Incorporated: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Manscountry Chicago, Inc. to maintain and use an existing canopy over the public right-of-way in North Clark Street attached to the building or structure located at 5015 North Clark Street for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 4 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

D. Michael's Enterprises: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to D. Michael's Enterprises to maintain and use 1 canopy with 2 additional extension canopies over the public right-of-way in West Lawrence Avenue attached to the building or structure located at 1946 West Lawrence Avenue for a period of three (3) years from and after date of passage in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 1 at 115 feet and 2 at 8 feet respectively in length, nor 1 at 2 feet and 2 at 5 feet respectively in width: Upon the filing of the acceptance and bond and payment of Two Hundred Forty and no/100 Dollars (\$240.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

M. M. Winter Sports, Incorporated: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to M. M. Winter Sports, Inc. to maintain and use two canopies over the public right-of-way in North LaSalle Street attached to the building or structure located at 610-620 North LaSalle

Street for a period of three (3) years from and after March 31, 1986 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 8 feet and 8 feet respectively in length, nor 5 feet and 5 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred and no/100 Dollars (\$100.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Walter J. Nieckula: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Walter J. Nieckula to maintain and use an existing canopy over the public right-of-way in South Pulaski Road attached to the building or structure located at 5921 South Pulaski Road for a period of three (3) years from and after December 31, 1985 in accordance with plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 13 feet in length, nor 6 feet in width: Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Nick Novich's, Incorporated: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to Nick Novich's, Inc. to maintain and use three existing canopies over the public right-of-way in North Halsted Street attached to the building or structure located at 1973 North Halsted Street for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 5 feet, 7 feet and 44 feet respectively in length, nor 3 feet respectively in width: Upon the filing of the acceptance and bond and payment of One Hundred Sixty-nine and no/100 Dollars (\$169.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Parkway Bank and Trust Company, U/T 77-45: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Parkway Bank and Trust Co., U/T 77-45 to construct, maintain and use three (3) canopies over the public right-of-way in West Grand Avenue attached to the building or structure located at 2145 West Grand Avenue for a period of three (3) years from and after date of passage of this order in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 4 feet 4 inches, 4 feet 4 inches and 5 feet 6 inches respectively in length, nor 2 feet 3 inches, 2 feet 3 inches and 2 feet 6 inches respectively in width. Upon the filing of the acceptance and bond and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Plitt Theaters, Incorporated, d/b/a Nortown Theater: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Plitt Theaters, Inc., d/b/a Nortown Theater to maintain and use an existing canopy over the public right-of-way in North Western Avenue attached to the building or structure located at 6320 North Western Avenue for a period of three (3) years from and after September 15, 1985 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 50 feet in length, nor 15 feet in width. Upon the filing of the acceptance and bond and payment of Seventy-five and no/100 Dollars (\$75.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Sang Gil Ko: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sang Gil Ko to maintain and use an existing canopy over the public right-of-way in West Belmont Avenue attached to the building or structure located at 5510 West Belmont Avenue for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 15 feet in length, nor 3 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of

Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Sears, Roebuck and Company: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Sears, Roebuck and Co., to maintain and use an existing canopy over the public right-of-way in West 62nd Street attached to the building or structure located at 2334-2342 West 62nd Street for a period of three (3) years from and after March 15, 1986 in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 109 feet in length, nor 8 feet in width: Upon the filing of the acceptance and bond and payment of One Hundred Thirty-four and no/100 Dollars (\$134.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

Dino N. Skeptar: Canopies.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Dino N. Skeptar to construct, maintain and use three canopies over the public right-of-way in West Wrightwood Avenue and Sheffield Avenue attached to the building or structure located at 956 West Wrightwood Avenue for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 1 at 18 feet and 2 at 16 feet respectively in length, nor 2 feet respectively in width: Upon the filing of the acceptance and payment of One Hundred Fifty and no/100 Dollars (\$150.00) per annum, compensation provided for by ordinance relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

Stanley Bafia Funeral Home: Canopy.

Ordered, That the City Comptroller is hereby authorized to issue a permit to Stanley Bafia Funeral Home to maintain and use an existing canopy over the public right-of-way in West 47th Street attached to the building or structure located at 1745 West 47th Street for a period of three (3) years from and after February-1, 1986 in accordance with the plans and

specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 10 feet in length, nor 8 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The Trader's Building Venture, Limited: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Trader's Building Venture, Ltd. to construct, maintain and use a canopy over the public right-of-way in South LaSalle Street attached to the building or structure located at 401 South LaSalle Street for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 20 feet in length, nor 9 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

The Tremont Theatre Row Partnership, an Illinois limited partnership: Canopies.

Ordered. That the City Comptroller is hereby authorized to issue a permit to The Tremont Theatre Row Partnership, an Illinois limited partnership to construct, maintain and use two canopies over the public right-of-way in North Dearborn Street attached to the building or structure located at corner of North Dearborn and West Lake Streets for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopies not to exceed 54 feet and 54 feet respectively in length, nor 16 feet and 16 feet respectively in width. Upon the filing of the acceptance and bond and payment of One Hundred Fifty-eight and no/100 Dollars (\$158.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopies, and arising out of and including the passive negligence of the City of Chicago.

223 East Delaware Place Corporation: Canopy.

Ordered. That the City Comptroller is hereby authorized to issue a permit to 223 East Delaware Place Corporation to maintain and use an existing canopy over the public right-of-way in East Delaware Place attached to the building or structure located at 223 East Delaware Place for a period of three (3) years from and after date of passage in accordance with the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in Charge of Bureau of Fire Prevention, said canopy not to exceed 6 feet in length, nor 15 feet in width. Upon the filing of the acceptance and bond and payment of Fifty and no/100 Dollars (\$50.00) per annum, compensation provided for by ordinances relating to the construction and the maintenance of canopies. The permittee shall also indemnify and hold harmless the City of Chicago for any personal injuries or deaths occurring out of the reconstruction, maintenance and operation of the canopy, and arising out of and including the passive negligence of the City of Chicago.

AUTHORITY GRANTED TO VACATE PORTION OF NORTH
HOLDEN COURT IN AREA BOUNDED BY EAST
WASHINGTON STREET, NORTH WABASH
AVENUE, NORTH STATE STREET
AND EAST MADISON STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public street described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the N. Holden Court lying east of the east line of Lot 8; lying west of a line 6.25 feet east of and parallel to the east line of Lot 8; lying south of the eastwardly extension of the north line of Lot 8; and lying north of the eastwardly extension of the north line of the south 1.0 foot of Lot 5 all in Elisha S. Wadsworth's Subdivision of Lots 13 and 14 and the north 1/2 of Lot 12 in Block 14 in Fort Dearborn Addition to Chicago, in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian; said part of public street herein vacated being further described as the north 99.33 feet of the west 6.25 feet of that part of N. Holden Court lying south of E. Washington Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 48030, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public street hereby vacated, the sum of One Hundred Thirty-nine Thousand Seven Hundred and no/100 Dollars (\$139,700.00), which sum in the judgment of this body will be equal to such benefits and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of constructing sidewalk and or curb around that part of the public street hereby vacated, similar to the sidewalk and curb in E. Washington Street. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 3. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 48030 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

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

[Drawing printed on page 34817 of this Journal.]

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR VACATION AND DEDICATION
OF PORTIONS OF PUBLIC ALLEYS IN AREA
BOUNDED BY WEST ROOSEVELT ROAD,
SOUTH LOOMIS AVENUE VACATED,
WEST WASHBURN AVENUE AND
SOUTH LAFLIN STREET.

(Continued on page 34818)

10/6/86

REPORTS OF COMMITTEES

34817

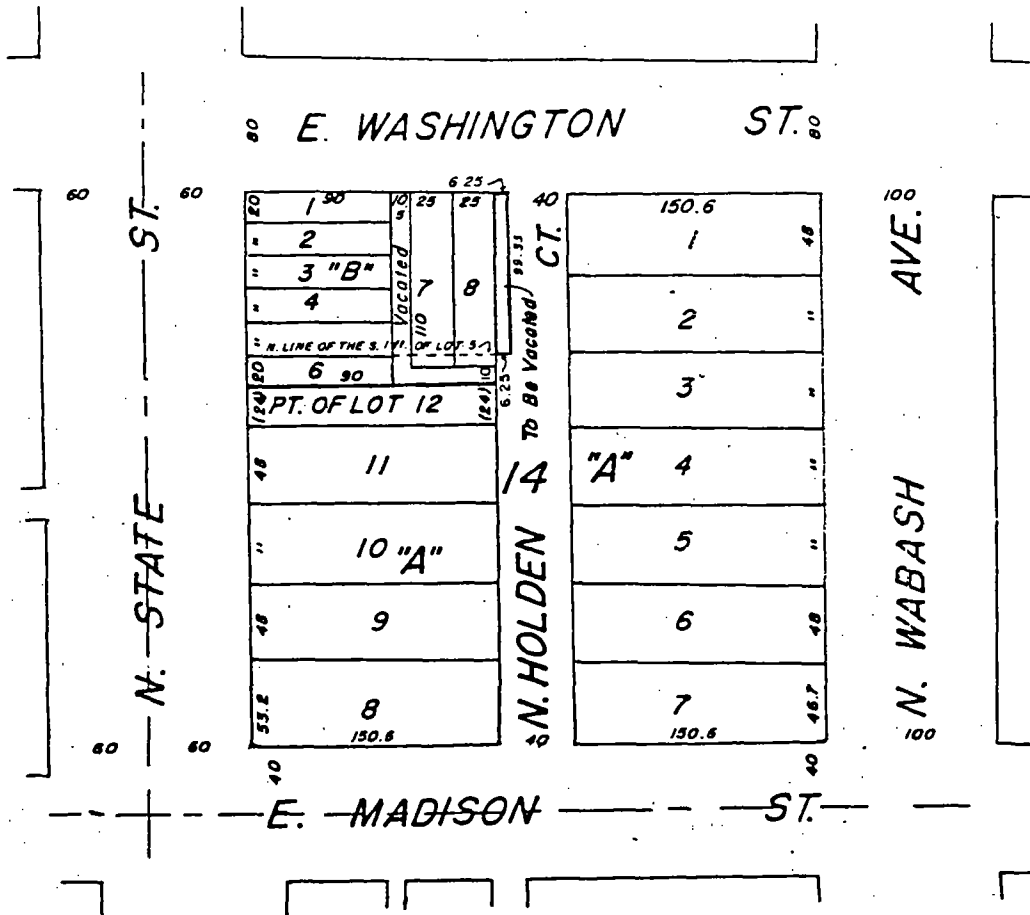
"A"

Fort Dearborn Add to Chicago the S.W. Frac 1/4 of Sec. 10-39-14.

"B"

(Elisha S. Wadsworth's) Sub. of lots 13, 14 and N. 1/2 of lot 12 in Blk. 14 of Fort Dearborn Add. etc. (See "A").

Dr. No. 10-1-86-1027



(Continued from page 34816)

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 1 to 6, both inclusive; lying north of the north line of Lots 45 to 50, both inclusive; lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 50; and lying east of the northwardly extension of the west line of the east 19 feet of Lot 45, all in Block 3 in

Sampson and Greene's Subdivision of Blocks 2, 3, 4, 5, 6, 11, 12, 13 and 14 in Sampson and Greene's Addition to Chicago a Subdivision of the N.W. 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except 5 acres in the N.W. corner of the E. 1/2 of said tract);

said part of public alley herein vacated being further described as the east 139 feet of the east-west 16-foot public alley in the block bounded by W. Roosevelt Road, vacated W. Washburne Avenue, S. Laflin Street, and S. Loomis Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The McDonald's Corporation shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

That part of Lots 7 and 8 lying south of the south line of West Roosevelt Road as widened per ordinance passed April 15, 1911 by Superior Court Case No. 285721, being a line 42.00 feet south of and parallel with the north line of said Lots 7 and 8, and lying east and easterly of a line beginning at the intersection of the north line of Lot 7 and the west line of the east 16 feet of Lot 7; thence south on the west line of the east 16 feet of Lot 7 to a point 10 feet north of the south line of the south line of Lot 7; thence southwesterly to a point on the south line of Lot 8 which is 20 feet east of the southwest corner of said Lot 8 all in Block 3 in Sampson and Greene's Subdivision of Blocks 2, 3, 4, 5, 6, 11, 12, 13 and 14 in Sampson and Greene's Addition to Chicago a Subdivision of the N.W. 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian (except 5 acres in the N.W. corner of the East 1/2 of said tract), in Cook County, Illinois,

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, McDonald's Corporation shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Thirteen Thousand Six Hundred and no/100 Dollars (\$13,600.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in South Loomis Street and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the McDonald's Corporation shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

[Drawing printed on page 34820 of this Journal.]

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

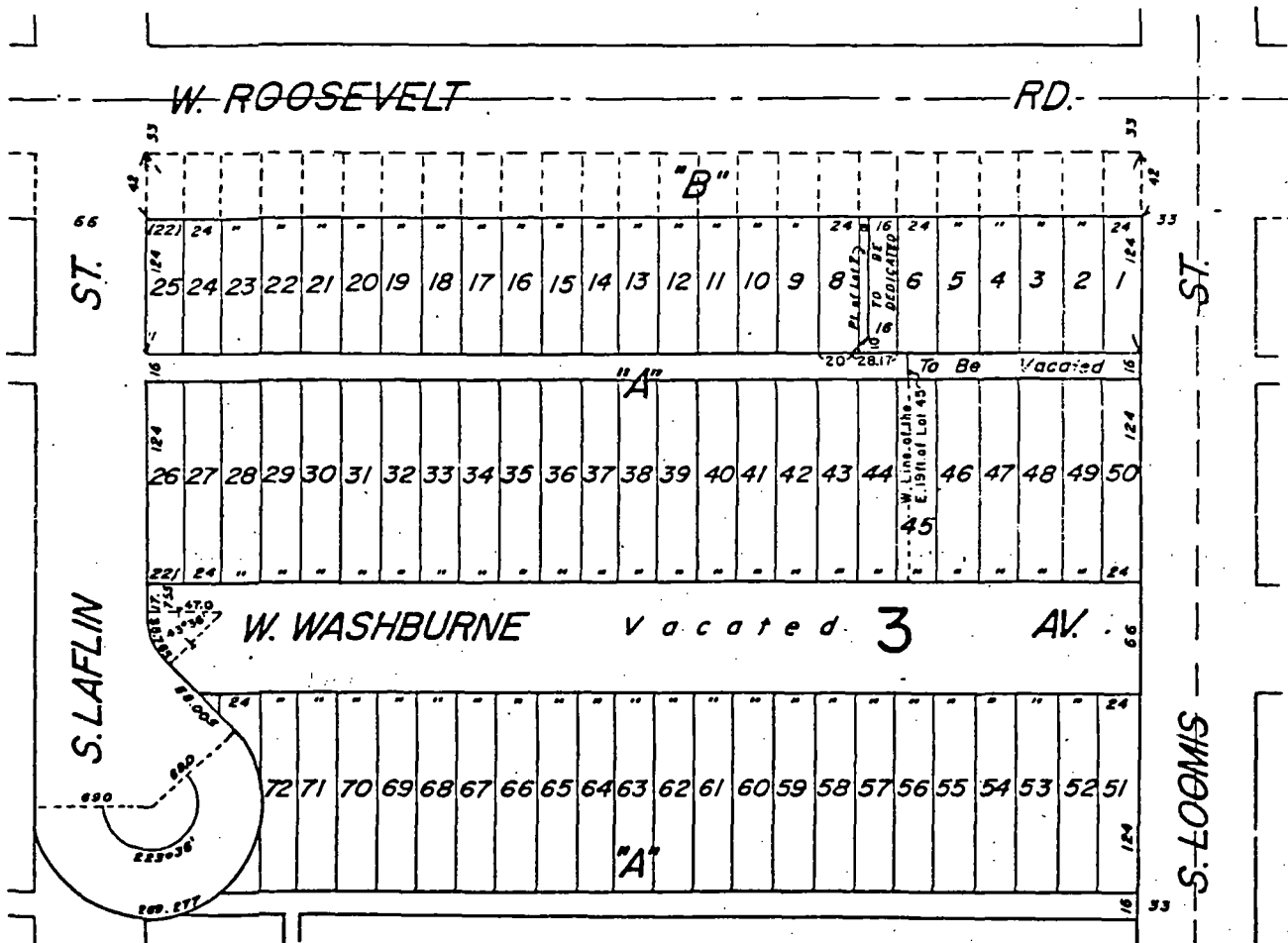
"A"

Sampson & Greene's Sub. of Blks. 2, 3, 4, 5, 6, 11, 12, 13 & 14 in Sampson & Greene's Add. to Chicago a Sub. of the N.W. 1/4 Sec. 20-39-14 (except 5 acres in N.W. corner of E 1/2 of said tract)

"B"

Ordinance for Widening W. 12th St. from Michigan Av. to Ashland Av. Passed April 5, 1911 Order of Possession Jan. 9, 1919 by Superior Ct. No. 285721

DR. No. 20-1-86-1030 Rev. Apr. 10, 1986



SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT OF
SHINER'S SUBDIVISION AT NORTHWEST CORNER OF EAST
95TH STREET AND SOUTH JEFFERY AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of Shiner's Subdivision located at the northwest corner of East 95th Street and South Jeffery Avenue having a frontage of 569.0 feet along the north line of East 95th Street and having a frontage of 183.0 feet along the west line of South Jeffery Avenue, as shown on the attached plat, when the necessary certificates are shown on said plat (No. 1-10-86-1096).

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

[Plat printed on page 34822 of this Journal.]

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schalter, Volini, Orr, Stone -- 50.

Nays -- None.

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

SUPERINTENDENT OF MAPS DIRECTED TO APPROVE PLAT
OF RESUBDIVISION ON WEST SIDE OF SOUTH
NOTTINGHAM AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance.

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

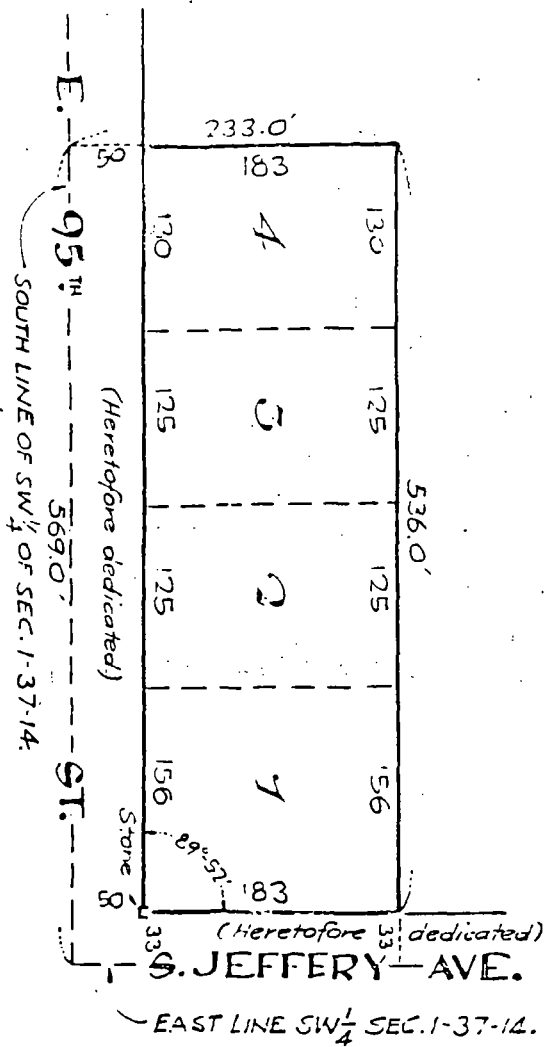
(Continued on page 34823)

PROPOSED PLAT OF SHINER'S SUBDIVISION

THE NORTH 183 FEET OF THE SOUTH 233 FEET OF THE WEST 536 FEET OF THE EAST 569 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Calc. 1" = 100'

DR. NO. 1-10-86-1096



(Continued from page 34821)

SECTION 1. That the Superintendent of Maps, Ex Officio Examiner of Subdivisions, is hereby authorized and directed to approve a plat of resubdivision being 61 feet on the west side of S. Nottingham Avenue and located 179.1 feet south of the south line of W. 58th Street for Michael Baka, as shown on the attached plat, when the necessary certificates are shown on said plat (No. File No. 18-23-86-1085).

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

[Plat of Resubdivision printed on page 34824 of this Journal.]

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR VACATION AND DEDICATION OF ALLEY
IN AREA BOUNDED BY EAST ERIE, EAST ONTARIO
AND NORTH ST. CLAIR STREETS AND NORTH
FAIRBANKS COURT.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of public alley described in the following ordinance; now, therefore,

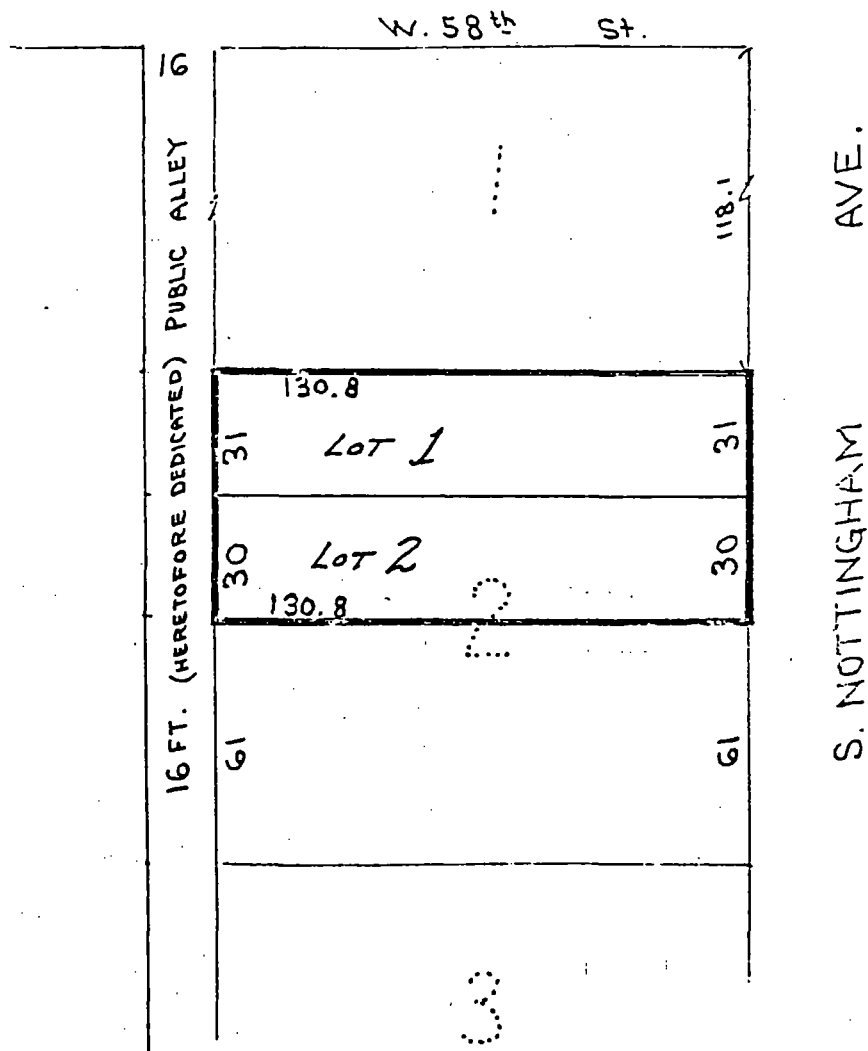
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That all that part of the north-south 18-foot public alley lying east of the east line of Lots 1 to 4, both inclusive; lying west of the west line of Lot 27; lying south of a line drawn from the northeast corner of Lot 1 to the northwest corner of Lot 27; and lying north of the westwardly extension of the south line of Lot 27 all in

(Continued on page 34825)

PROPOSED RESUBDIVISION

File No. 18-23-86-1085



(Continued from page 34823)

Subdivision of the West 394 feet of Block 32 (except the east 14 feet of the North 80 feet thereof) in Kinzie's Addition to Chicago being a Subdivision of the North Fraction of Section 10, Township 39 North, Range 14 East of the Third Principal Meridian;

said public alley herein vacated being further described as the north 80 feet of the north-south 18 foot public alley in the block bounded by E. Erie Street, E. Ontario Street, N. St. Clair Street, and N. Fairbanks Court as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The American National Bank and Trust Company of Chicago, as Trustee, Trust No. 64988, shall dedicate or cause to be dedicated to the public and open up for public use as an alley the following described property:

The East 18 feet of Lot 26 in Subdivision of the West 394 feet of Block 32 (except the East 14 feet of the North 80 feet thereof) in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. City of Chicago hereby reserves for the benefit of Commonwealth Edison Company and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over, and along all of the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust Company of Chicago, as Trustee, Trust No. 64988, shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to owner of the property abutting said public alley hereby vacated, the sum of One Hundred Five Thousand and no/100 Dollars (\$105,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in East Erie Street and constructing paving and curb returns in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the American National Bank and Trust

Company of Chicago, as Trustee, Trust No. 64988, shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

[Drawing printed on page 34827 of this Journal.]

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR CONSTRUCTION OF DEPRESSED
CURBING ON SOUTH DRAKE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the construction of depressed curbing on South Drake Avenue alongside the premises of Mount Greenwood Reformed Church, 3509 West 111th Street.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

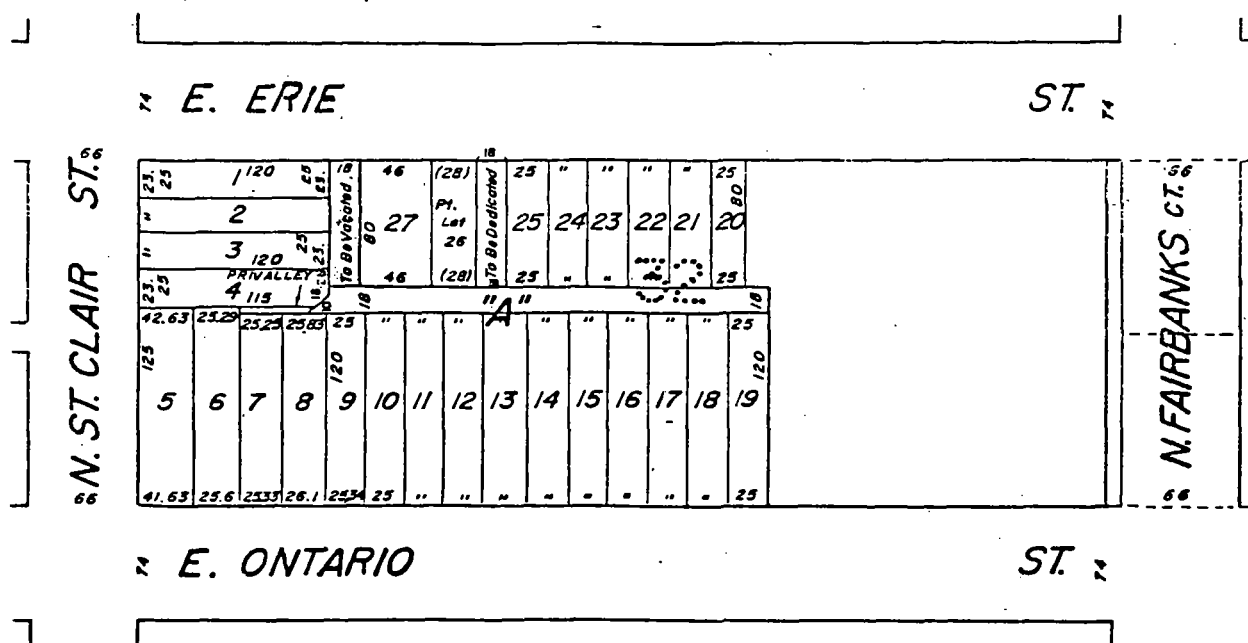
Nays -- None.

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

"A"

Sub. of the W. 394 ft. of Blk. 32 (ex. the E. 14 ft. of N. 80 ft. thereof)
in Kinzie's Addition to Chicago, Sec. 10-39-14.

DR. No. 10-42-85-997



AUTHORITY GRANTED TO CONSTRUCT AND MAINTAIN A
2-FOOT CHAIN FENCE AT 2116 NORTH
SEDGWICK STREET.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mr. Choca to construct and maintain a 2-foot chain fence in front of his premises at 2116 North Sedgwick Street.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuller, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF "BRICK
PARKWAYS" AT 621, 623 AND 625 WEST
OAKDALE AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to the installation of "Brick Parkways" in front of 621, 623 and 625 West Oakdale Avenue, as follows:

Owner -- 621 West Oakdale Avenue
David Schwartz

Owner -- 623 West Oakdale Avenue
Robert and Sheryl Johnston

Owner -- 625 West Oakdale Avenue
Alan Saake.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

NUTS ON CLARK, INCORPORATED, EXEMPTED FROM
PROVISIONS OF MUNICIPAL CODE CHAPTER 33,
SECTION 33-19.1 CONCERNING
PHYSICAL BARRIERS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to give consideration to exempting Nuts on Clark, Inc., 3844 North Clark Street, from the provisions of Section 33-19.1 of the Municipal Code of Chicago concerning the requirement of physical barriers to prevent alley access.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED TO WAIVE MUNICIPAL CODE
REQUIREMENT THAT CONSTRUCTION OF NEW
SIDEWALKS BE ONE FOOT
FROM PROPERTY LINE.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission for the deviation from the Municipal Code of Chicago providing that new walks be constructed one (1') foot from property line in the following areas where new curbing is proposed:

West 105th Place from South Central Park Avenue to South St. Louis Avenue:

West 105th Street from South Central Park Avenue to South Drake Avenue.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

GEM MANUFACTURING CORPORATION, EXEMPTED FROM
PROVISIONS OF MUNICIPAL CODE CHAPTER 33,
SECTION 33-19.1 CONCERNING
PHYSICAL BARRIERS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered. That the Commissioner of Public Works is hereby authorized and directed to give consideration to exempting the Gem Manufacturing Corporation, 1325 South State Street, from the provisions of Section 33-19.1 of the Municipal Code of Chicago concerning the requirement of physical barriers to prevent alley access.

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED FOR INSTALLATION OF EDGEWATER
GLEN HISTORICAL MARKERS IN PUBLIC WAY AT
SUNDRY LOCATIONS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

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

SECTION 1. That Edgewater Glen Historical Markers be installed in the public way at a number of intersections on Greenview and Glenview. The locations are as follows: the corner of Greenview and Hood, Greenview and Glenlake, Greenview and Norwood; the corner of Glenwood and Hood, Glenwood and Glenlake, the corner of Glenwood and Norwood.

SECTION 2. That the maintenance of these improvements will be the responsibility of the Chicago Public Art Group, Inc., a not-for-profit organization.

SECTION 3. That the Chicago Public Art Group, Inc. will provide adequate liability insurance coverage to hold the City of Chicago harmless relative to said improvements at the above locations.

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

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

MUNICIPAL CODE CHAPTER 33, SECTION 33-19.1 AMENDED
CONCERNING REQUIREMENTS FOR DRIVEWAY PERMITS.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed resolution:

WHEREAS, LaSalle National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated February 18, 1986 and known as Trust Number 110845 (the "Trust") holds title to the property legally described on Exhibit A attached hereto and commonly known as 621 Plymouth Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, 621 Plymouth Associates, (the "Partnership") an Illinois limited partnership is the sole beneficiary of the Trust; and

WHEREAS, Chapter 33, Section 33-19.1 of the Municipal Code of the City of Chicago provides *inter alia* . . . " that all commercial driveway permits are subject to immediate revocation and driveway(s) closed and ordered removed at owners expense unless permit holder complies with the following requirements:

A. All property requiring a fence, commercial driveway permit must have a physical barrier to prevent alley access, unless exempted by the City Counsel. This physical barrier must be erected within sixty (60) days after issuance of a permit.

B. The property shall have either a steel guard rail constructed in compliance with this Code or other barrier (except wheel stops) approved by the Bureau of Traffic Engineering and Operation"; and

WHEREAS, The Partnership requires the continued use of the adjacent alley to be used for parking spaces and for other limited commercial purposes consistent with the use and operation of the Property; and

WHEREAS, The Commission of Inspectional Services has reviewed and approved the current plans of the Partnership; now, therefore,

Be It Resolved, In response to the respectful request of the Partnership to the City Council to approve an amendment for exception to Chapter 33-19.1 of the Municipal Code of the City of Chicago, the City Counsel of Chicago hereby grants this resolution as an amendment excepting the Partnership from creating a physical barrier to prevent alley access and to allow alley access to its project.

Exhibit A attached to this resolution reads as follows:

Exhibit A.

621 South Plymouth
Chicago, Illinois.

Lots 21, 22, 23, 24 and 25 in Brand's Subdivision of Block 136 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

1600 BLOCK OF WEST GREGORY STREET DESIGNATED
"REVEREND EDWARD H. BASEHEART DRIVE".

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed substitute ordinance:

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

SECTION 1. That the name of that portion of West Gregory Street lying between North Ashland Avenue and North Paulina Street is hereby given the honorary name of "Reverend Edward H. Baseheart Drive".

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

On motion of Alderman Cullerton, the foregoing proposed substitute 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

AGREEMENT WITH HYDE PARK CHAMBER OF
COMMERCE FOR ERECTION OF
SCULPTURE PIECE ON
PUBLIC WAY AT
55TH STREET

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed ordinance:

WHEREAS, The City of Chicago has received funds from the United States Department of Housing and Urban Development under the Housing and Community Development Block Grant activities; and

WHEREAS, Community facilities and improvements are among the specific purposes for funding under said program; now, therefore,

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

SECTION 1. The Mayor, the City Comptroller and the Commissioner of Economic Development are hereby authorized and directed to execute, on behalf of the City of Chicago, an agreement with the Hyde Park Chamber of Commerce, located at 5411 South Hyde Park Boulevard, in the form attached hereto and made a part hereof by this reference, for the installation of certain improvements as described herein on the public way at 55th Street, immediately west of the curb cut at Harper Avenue on the median strip, for the erection of a sculpture piece.

SECTION 2. The heads of the various departments of the City government shall issue all necessary permits to the Hyde Park Chamber of Commerce for the completion of said improvements, upon payment of the appropriate fees therefor.

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

On motion of Alderman Cullerton, 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

AUTHORITY GRANTED TO THRUSH AND COMPANY TO
PLANT TREES ON NORTH JEFFERSON STREET
AND WEST FULTON STREET IN
PUBLIC RIGHT-OF-WAY.

The Committee on Streets and Alleys submitted a report recommending that the City Council pass the following proposed order:

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Thrush and Company, 217 North Jefferson Street, to plant "Trees" on both North Jefferson Street and West Fulton Street in the public right-of-way. Site plan is attached.

[Site plan is printed on page 34836 of this Journal.]

On motion of Alderman Cullerton, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Failed to Pass -- VACATION AND DEDICATION OF ALLEY IN
AREA BOUNDED BY WEST 17TH STREET, SOUTH
WOLCOTT AVENUE, WEST 18TH STREET AND
SOUTH DAMEN AVENUE.

The Committee on Streets and Alleys submitted a report recommending that the City Council Do Not Pass a proposed ordinance transmitted therewith, authorizing the vacation and dedication of the alley bounded by West 17th Street, South Wolcott Avenue, West 18th Street and South Damen Avenue.

(Continued on page 34837)

(Continued from page 34835)

Alderman Cullerton moved to *Concur* In the committee's recommendation. The motion *Prevailed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Said ordinance, which failed to pass, reads as follows:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of part of public alley described in the following ordinance; now, therefore,

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

SECTION 1. That all that part of the east-west 16-foot public alley lying south of the south line of Lots 49 to 53, both inclusive; lying north of the north line of Lots 92 to 96, both inclusive; lying west of a line drawn from the southeast corner of Lot 49 to the northeast corner of Lot 96; lying east of the southwardly extension of the east line of the west 16 feet of Lot 53, all in

The Newberry Estate Subdivision of Block 36 in Division of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian;

said part of public alley herein vacated being further described as the east 110.15 feet, more or less, of the east-west 16-foot public alley in the block bounded by W. 17th Street, W. 18th Street, S. Damen Avenue and S. Wolcott Avenue as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The First National Bank and Trust Company of Barrington, as Trustee, Trust No. 11-2593 shall dedicate or cause to be dedicated to the public and open for public use as an alley the following described property:

The west 16 feet of Lot 53 in the Newberry Estate Subdivision of Block 36 in Division of Section 19, Township 39 North, Range 14 East of the Third Principal Meridian;

as colored in yellow and indicated by the words "To Be Dedicated" on the aforementioned drawing.

SECTION 3. The City of Chicago hereby reserves for the benefit of Commonwealth Edison Company, The Western Union Telegraph Company, and Illinois Bell Telephone Company, their successors or assigns, an easement to operate, maintain, construct, replace, and renew overhead poles, wires, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy and telephonic and associated services under, over and along that part of the public alley as herein vacated, with the right of ingress and egress.

SECTION 4. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First National Bank and Trust Company of Barrington, as Trustee, Trust No. 11-2593 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said part of public alley hereby vacated, the sum of Six Thousand and no/100 Dollars (\$6,000.00), which sum in the judgment of this body will be equal to such benefits; and further, shall within 90 days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to that part of the public alley hereby vacated, similar to the sidewalk and curb in S. Wolcott Avenue and constructing paving and curbs in and to the alley to be dedicated. The precise amount of the sum so deposited shall be ascertained by the Commissioner of Public Works after such investigation as is requisite.

SECTION 5. The vacation herein provided for is made upon the express condition that within 90 days after the passage of this ordinance, the First National Bank and Trust Company of Barrington, as Trustee, Trust No. 11-2593 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance together with an attached drawing approved by the Superintendent of Maps, together with a plat properly executed and acknowledged, showing the vacation and dedication herein provided for.

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

[Drawing printed on page 34839 of this Journal.]

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

MUNICIPAL CODE CHAPTER 27 AMENDED CONCERNING ISSUANCE OF SPECIAL PARKING PERMITS TO ELECTED CITY OFFICIALS.

(Continued on page 34840)

10/6/86

REPORTS OF COMMITTEES

34839

"A"

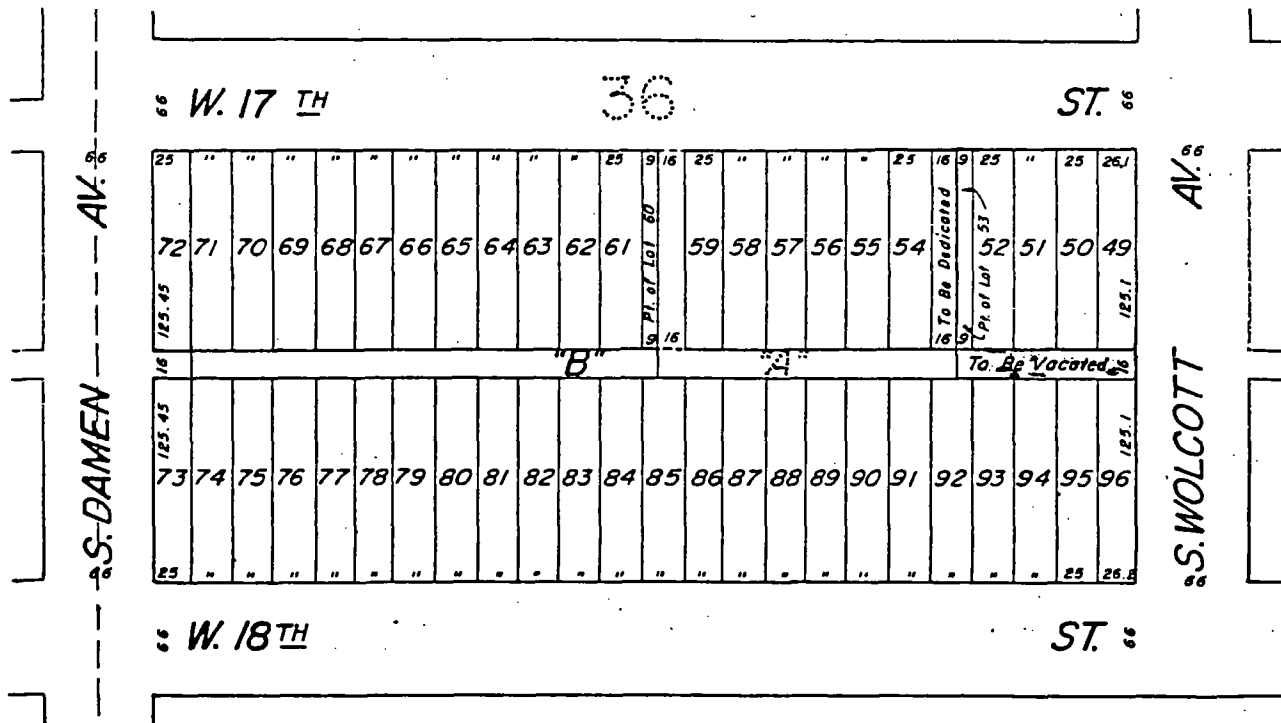
Subdivision of Sec. 19-39-14 Streets Opened and Block Numbers
Designated by Ordinance Passed Nov. 21, 1853 Assessment
Confirmed Apr. 17, 1854

"B"

The Newberry Estate Sub. of Blk. 36 in Div. of Sec. 19-39-14



DR. No. 19-25-84-909



(Continued from page 34838)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council pass the following proposed ordinance transmitted therewith (as a substitute for a proposed ordinance previously referred to the committee on October 31, 1983):

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

SECTION 1. That Chapter 27 of the Municipal Code of Chicago is hereby amended by inserting therein, in its proper numerical sequence, a new section to be known as Section 27-318.1, and to read in italics as follows:

27-318.1. The provisions of Section 27-318 shall not apply to duly elected officials of the city who may by special permit park their vehicles in the City when such vehicles are being used in the line of duty, in special areas designated by the Commissioner of Public Works; such special permits shall be issued to elected City officials by Public Works without charge.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Alderman Laurino moved to pass the foregoing proposed substitute ordinance.

The clerk called the roll and the yeas and nays were as follows:

Yeas -- Aldermen Rush, Tillman, Sawyer, Beavers, Humes, Vrdolyak, Majerczyk, Carter, Streeter, Kellam, Sheahan, Kelley, Sherman, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Giles, Laurino --25.

Nays -- Aldermen Roti, Evans, Bloom, Hutchinson, Huels, Madrzyk, Burke, Langford, Gutierrez, Santiago, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 23.

Alderman Hagopian then moved for a verification of the foregoing roll call vote.

Thereupon, the clerk re-called the roll and the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Rush, Tillman, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Majerczyk, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, W. Davis, Smith, D. Davis, Hagopian, Gabinski, Mell, Frost, Giles, Laurino -- 28.

Nays -- Aldermen Roti, Evans, Bloom, Huels, Madrzyk, Burke, Gutierrez, Santiago, Kotlarz, Banks, Cullerton, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr -- 21.

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

COMMITTEE ON ZONING.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY
PARTICULAR AREAS.

The Committee on Zoning submitted the following report:

CHICAGO, September 30, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred to your committee on June 25 and July 29, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

On motion of Alderman Gabinski, the committee's recommendation was *Concurred In* and each of the said proposed ordinances was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 5-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-7 in area bounded by

West Bloomingdale Avenue on the north, the alley lying east of and parallel to North St. Louis Avenue on the east, West Wabansia Avenue on the south and North St. Louis Avenue on the west,

to the designation of an Institutional Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Institutional Planned Development printed on pages
34843 through 34847 of this Journal.]

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

Reclassification of Area Shown on Map No. 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map 6-F in area bounded by

the center line of West 26th Street, the center line of the first alley east of and parallel to South Emerald Avenue, a line 125 feet north of and parallel to West 26th Street, and a line 50 feet east of and parallel to the first alley east of South Emerald Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

SECTION 2. That this ordinance shall be in full force and effect from and after its date of passage and due publication.

Reclassification of Area Shown on Map. No. 12-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 12-H in area bounded by

(Continued on page 34848)

STOWE SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

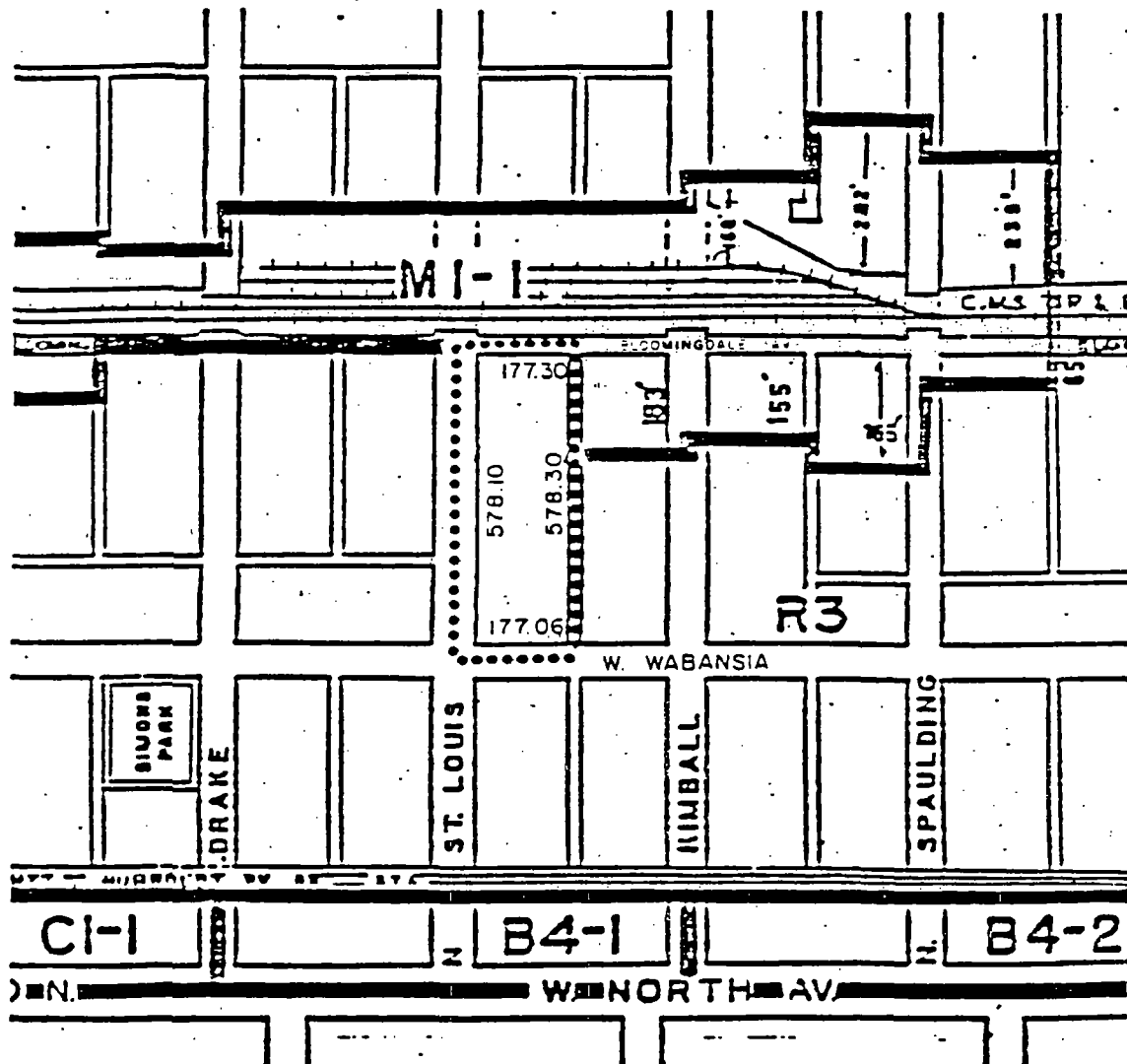
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission, City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of academic and related uses and areas as authorized by this Plan of Development.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning and the Department of Inspectional Services.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Public Building Commission of the City of Chicago

Date: June 20, 1986

STONE SCHOOL
INSTITUTIONAL PLANNED DEVELOPMENT
PROPERTY LINE MAP

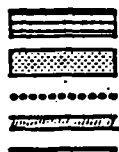
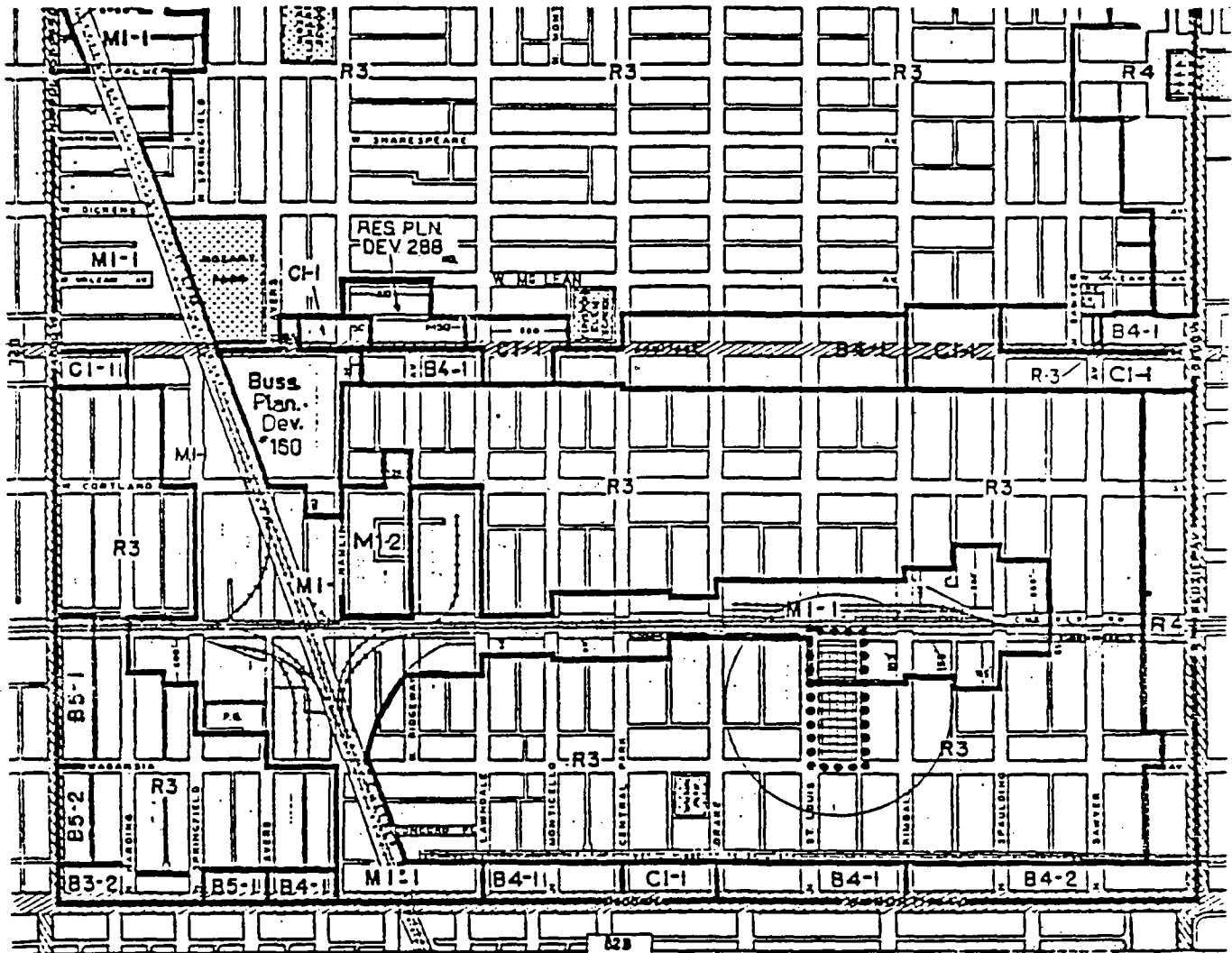


..... PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: June 20, 1986

INSTITUTIONAL PLANNED DEVELOPMENT
EXISTING ZONING AND
PREFERENTIAL STREET SYSTEM



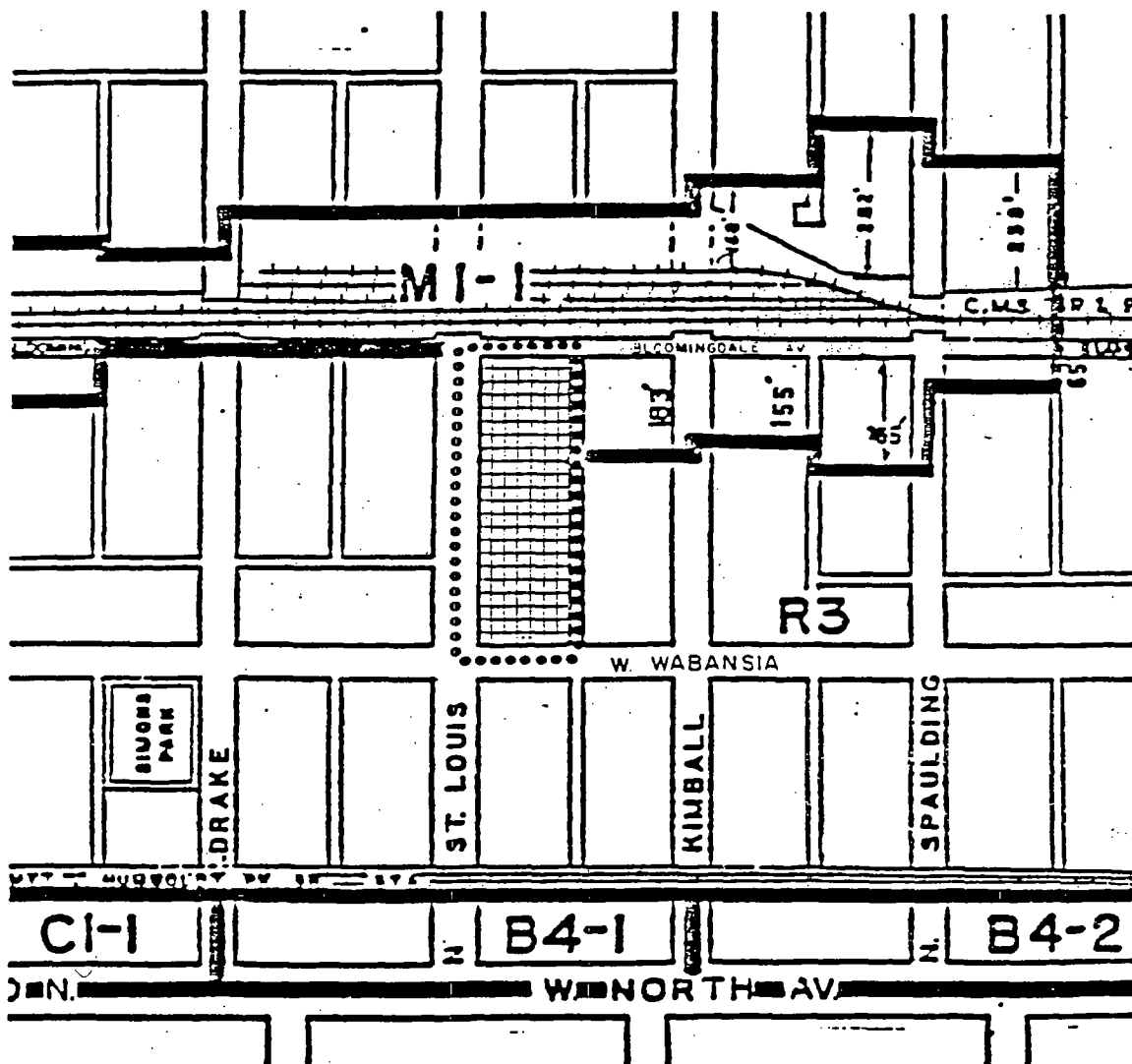
PROPOSED PLANNING DEVELOPMENT
ACADEMIC AND RELATED USE
PUBLIC, QUASI PUBLIC
PLANNED DEVELOPMENT BOUNDARY
PREFERENTIAL STREETS
ZONING DISTRICTS



APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: June 20, 1986

STOWE SCHOOL
INSTITUTIONAL PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: June 20, 1986

INSTITUTIONAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Square Feet	Acres	General Description of Land Use	Maximum Floor Area Ratio	Maximum % of Land Covered
102,445	2.35	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities	1.40	50,520 sq.ft. 49.31%

Gross Area = Net Site Area, 2.35 acres; plus public rights-of-way, 0.91 acres = 3.26 acres Gross Site Area.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.40

Minimum number of off-street parking spaces: 22

Minimum number of off-street loading berths: 1

Minimum Periphery Building Setbacks

north boundary - 0'

east boundary - 14'

south boundary - 10'

west boundary - 0'

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 49.31%

APPLICANT: Public Building Commission of the City of Chicago

DATE: June 20, 1986

(Continued from page 34842)

West 53rd Street on the north, South Hermitage Avenue on the east, the alley lying south of and parallel to West 53rd Street on the south, and South Wood Street on the west,

to those of a Institutional Planned Development and a corresponding use district is hereby established in the area above described.

[Institutional Planned Development printed on pages
34849 through 34853 of this Journal.

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

*Action Deferred -- CHICAGO ZONING ORDINANCE AMENDED
TO RECLASSIFY PARTICULAR AREAS.*

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

CHICAGO, September 30, 1986.

To the President and Members of the City Council:

Your Committee on Zoning begs leave to recommend that Your Honorable Body *Pass* said proposed ordinances transmitted herewith (referred to your committee on March 12, April 9, 23, May 14, June 6, 25, July 9, 29, August 28, September 8 and 12, 1986) to amend the Chicago Zoning Ordinance for the purpose of reclassifying particular areas.

This recommendation was concurred in by the members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

The following are said proposed ordinances transmitted with the foregoing committee report (the italic heading in each case not being a part of the ordinance):

Reclassification of Area Shown on Map No. 1-F.

(Continued on page 34854)

FULTON SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

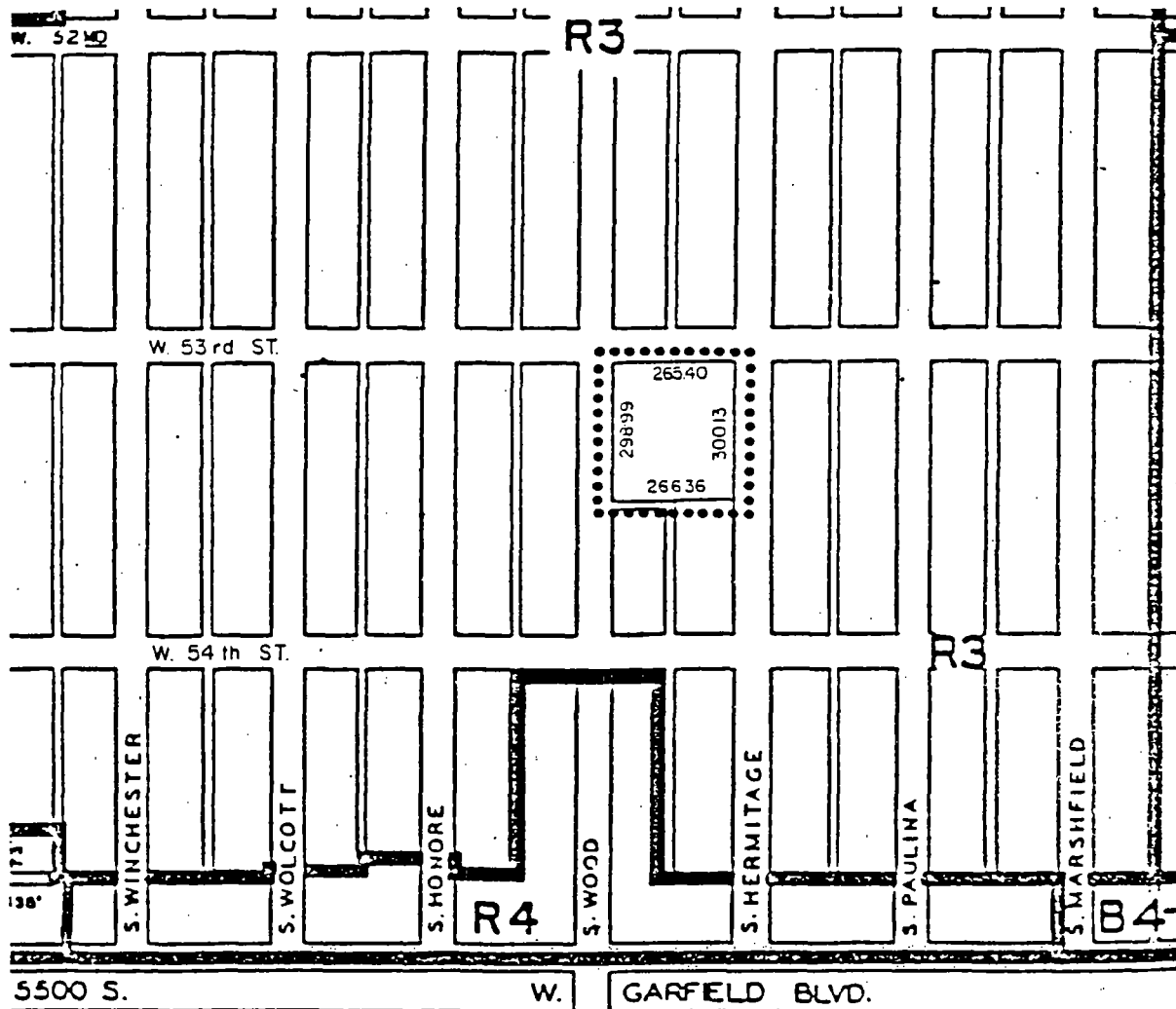
PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated hereon as "Institutional Planned Development" is owned and controlled by the Public Building Commission of the City of Chicago.
2. Off-street parking and loading facilities will be provided in compliance with this Plan of Development.
3. Any dedication of streets or alleys or adjustments of the rights-of-way or consolidation or resubdivision of parcels shall require a separate submittal on behalf of the Public Building Commission, City of Chicago, and approval by the City Council.
4. All applicable official reviews, approvals or permits are required to be obtained by the Public Building Commission or its successors.
5. Service drives or any other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of land will consist of academic and related uses and areas as authorized by this Plan of Development.
7. The following information sets forth data concerning the property included in said planned development and data concerning a generalized land use plan (Site Plan) illustrating the development of said property in accordance with the intent and purpose of this Plan of Development.
8. Permanent identification and other necessary signs may be permitted within the Planned Development in accordance with the Chicago Zoning Ordinance and subject to the review and approval of the Commissioner of Planning and the Department of Inspectional Services.
9. The Plan of Development shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments," as promulgated by the Commissioner of Planning.

APPLICANT: Public Building Commission of the City of Chicago

Date: JUL 25 1986

FULTON SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT
PROPERTY LINE MAP

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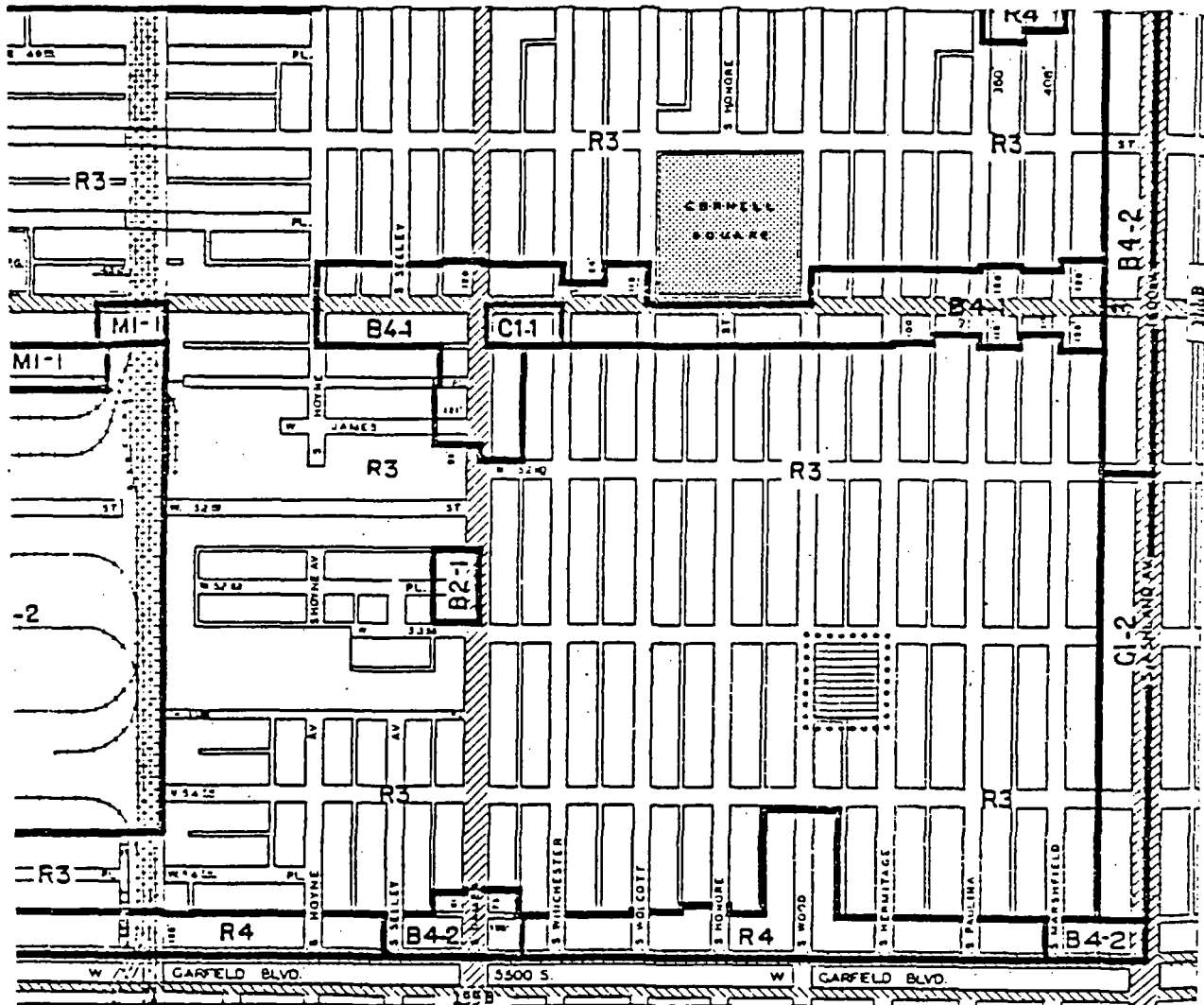
PLANNED DEVELOPMENT BOUNDARY

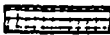
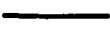
APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO

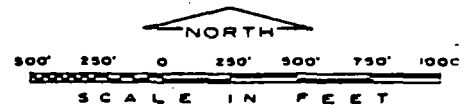
DATE: JUL 25 1986

FULTON SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT
EXISTING ZONING AND
PREFERENTIAL STREET SYSTEM



-  PROPOSED PLANNED DEVELOPMENT
ACADEMIC AND RELATED USE
-  PUBLIC, QUASI PUBLIC
-  PLANNED DEVELOPMENT BOUNDARY
-  PREFERENTIAL STREETS
-  ZONING DISTRICTS

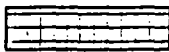
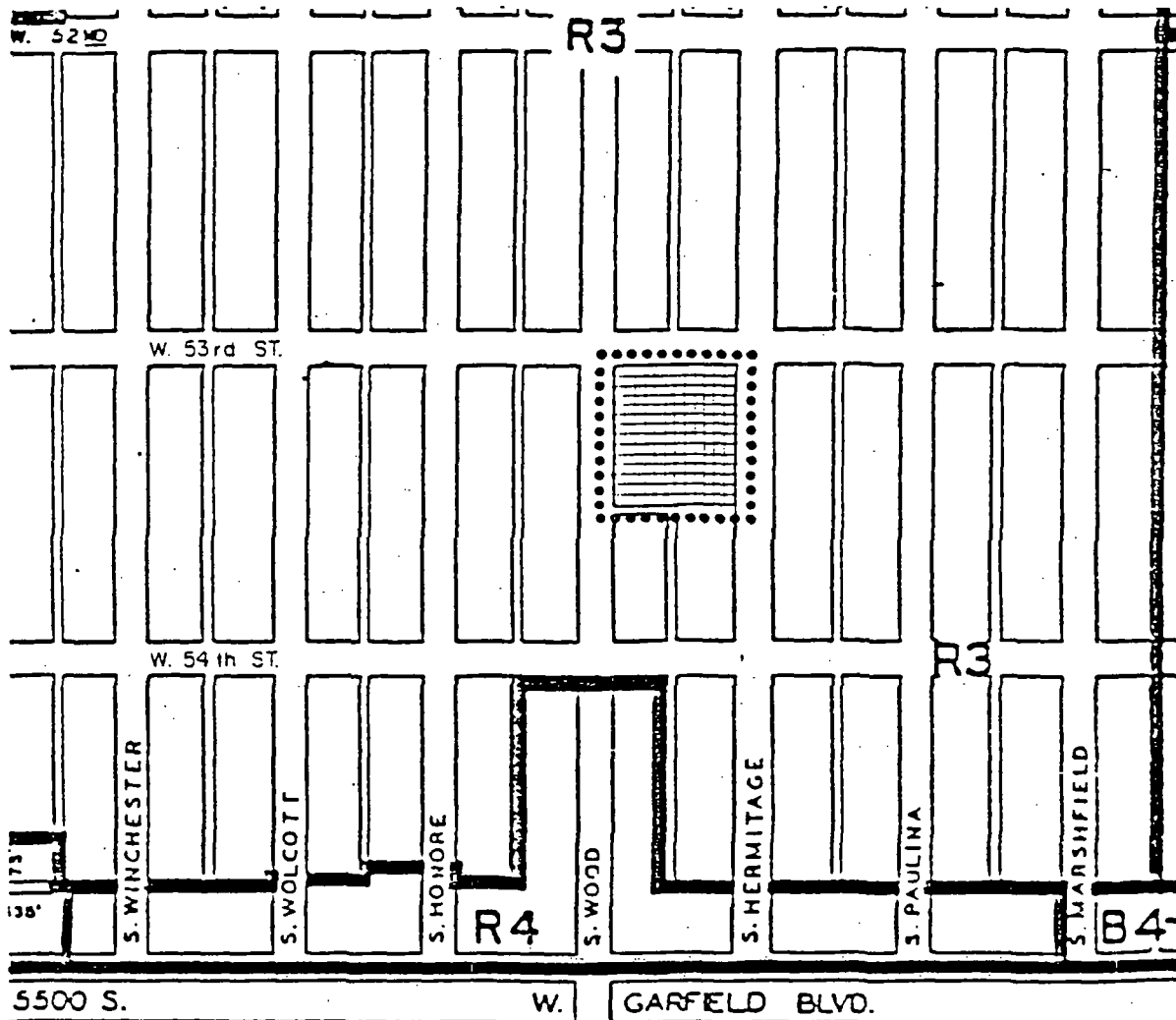


APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO
DATE: JUNE 3, 1986

FULTON SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

GENERALIZED LAND USE PLAN



PROPOSED PLANNED DEVELOPMENT
ACADEMIC AND RELATED USE

APPLICANT: THE PUBLIC BUILDING COMMISSION OF CHICAGO

DATE: JUL 25 1986

10/6/86

REPORTS OF COMMITTEES

34853

FULTON SCHOOL

INSTITUTIONAL PLANNED DEVELOPMENT

PLANNED DEVELOPMENT USE AND BULK REGULATIONS AND DATA

Net Site Area Square Feet	Acres	General Description of land use	Maximum Floor Area Ratio	Maximum % of Land Covered
79,647	1.83	Use of land will consist of academic and related uses including recreational, and off-street parking and loading facilities.	1.18	38,970 48.93%

Gross Area = Net Site Area, 1.83 acres; plus public rights-of-way, .73 acres
= 2.56 acres Gross Site Area.

MAXIMUM PERMITTED F.A.R. FOR TOTAL NET SITE AREA: 1.18

Minimum number of off-street parking spaces required: 21

Minimum number of off-street loading berths required: 1

Minimum Periphery Building Setbacks:

north boundry - 10'
east boundry - 0'
south boundry - 25'
west boundry - 10'

Setback and yard requirements may be adjusted where required to permit conformance to the pattern of, or architectural arrangement related to, existing structures, or when necessary because of technical reasons, subject to the approval of the Department of Planning and Community Development.

Maximum percentage of land covered for the Net Site Area: 48.93%

Identification signs to be permitted subject to the review and approval of the Commissioner of Planning, City and Community Development.

APPLICANT: Public Building Commission of the City of Chicago

DATE: JUL 25 1986

(Continued from page 34848)

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B7-7 General Business District symbols and indications as shown on Map No. 1-F in the area bounded by

North Wells Street; Calhoun Place; a line 163 feet east of North Wells Street; and West Madison Street,

to the designation of a Central Area Parking Planned Development which is hereby established in the area above-described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Central Area Parking Planned Development
printed on pages 34855 through 34860
of this Journal.]

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

Reclassification of Area Shown on Map No. 1-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-4 General Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by

a line 159.56 feet south of and parallel to West Ohio Street, the alley next east of and parallel to North Halsted Street; a line 219.56 feet south of and parallel to West Ohio Street; and North Halsted Street,

to those of a C1-3 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-F.

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

(Continued on page 34861)

PLAN OF DEVELOPMENT
CENTRAL AREA PARKING PLANNED DEVELOPMENT
STATEMENTS

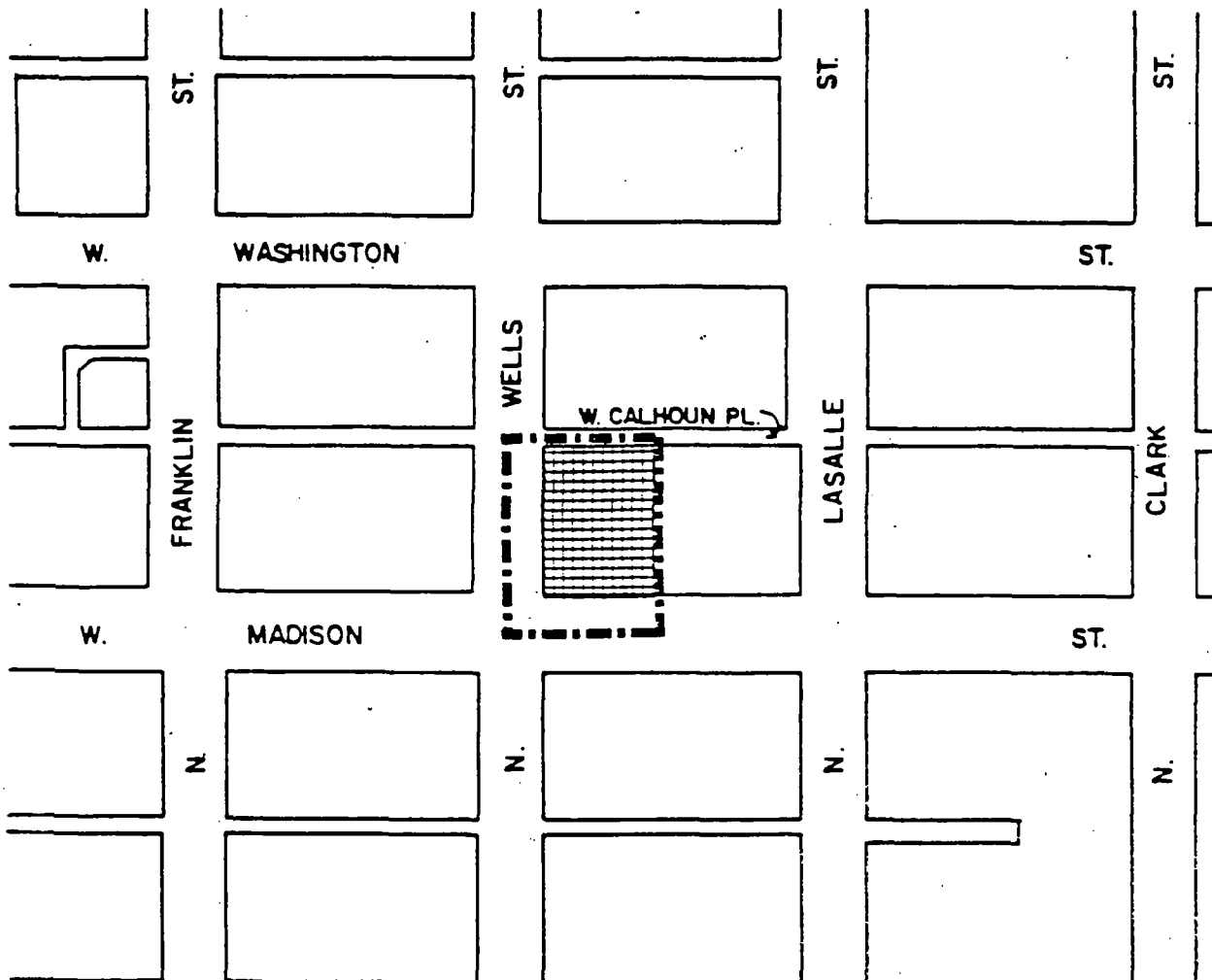
1. The area delineated herein as Central Area Parking Planned Development consists of the property located at 172 West Madison Street which is owned or controlled by South East Corner Associates, an Illinois limited partnership.
2. The public parking facility proposed shall be used for the parking of passenger cars, light vans and pickup trucks. No heavy commercial trucks shall be parked upon the said lot at any time.
3. Adequate drainage shall be provided so as to permit runoff of flow to an established City of Chicago sewer.
4. Adequate lighting will be maintained at the facility.
5. Ingress and/or egress to the parking facility will be provided from driveways on West Madison Street and North Wells Street. All driveways will comply with the Driveway Ordinance of the City of Chicago.
6. The Applicant or its successors, assignees, or grantees shall obtain all required Chicago reviews, approvals and permits in connection with this Plan of Development.
7. Any dedication or vacation of streets or alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees, and approval by the City Council.
8. Use of land will consist of a multi-level parking structure, with business (retail and service) and related uses at street level.
9. Business identification signs may be permitted within the Planned Development subject to the review and approval of the Department of Planning and the Department of Inspectional Services. No advertising signs will be permitted.
10. The zoning classification of the subject property will revert to the B7-7 Restricted Central District classification following the termination of the site as a parking facility.
11. The information in the Plan of Development attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as the Planned Development and illustrates that the development of such area will be in accordance with the intent and purpose of the Chicago Zoning Ordinance.

12. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Development Amendments," as promulgated by the Commissioner of the Department of Planning.

APPLICANT: AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST NO. 63999

DATE: July 20, 1986, 1986

GENERALIZED LAND USE PLAN



LEGEND.

PLANNED DEVELOPMENT BOUNDARY



MULTI-STORY PARKING FACILITY, WITH
BUSINESS AND RELATED USES
AT STREET LEVEL.

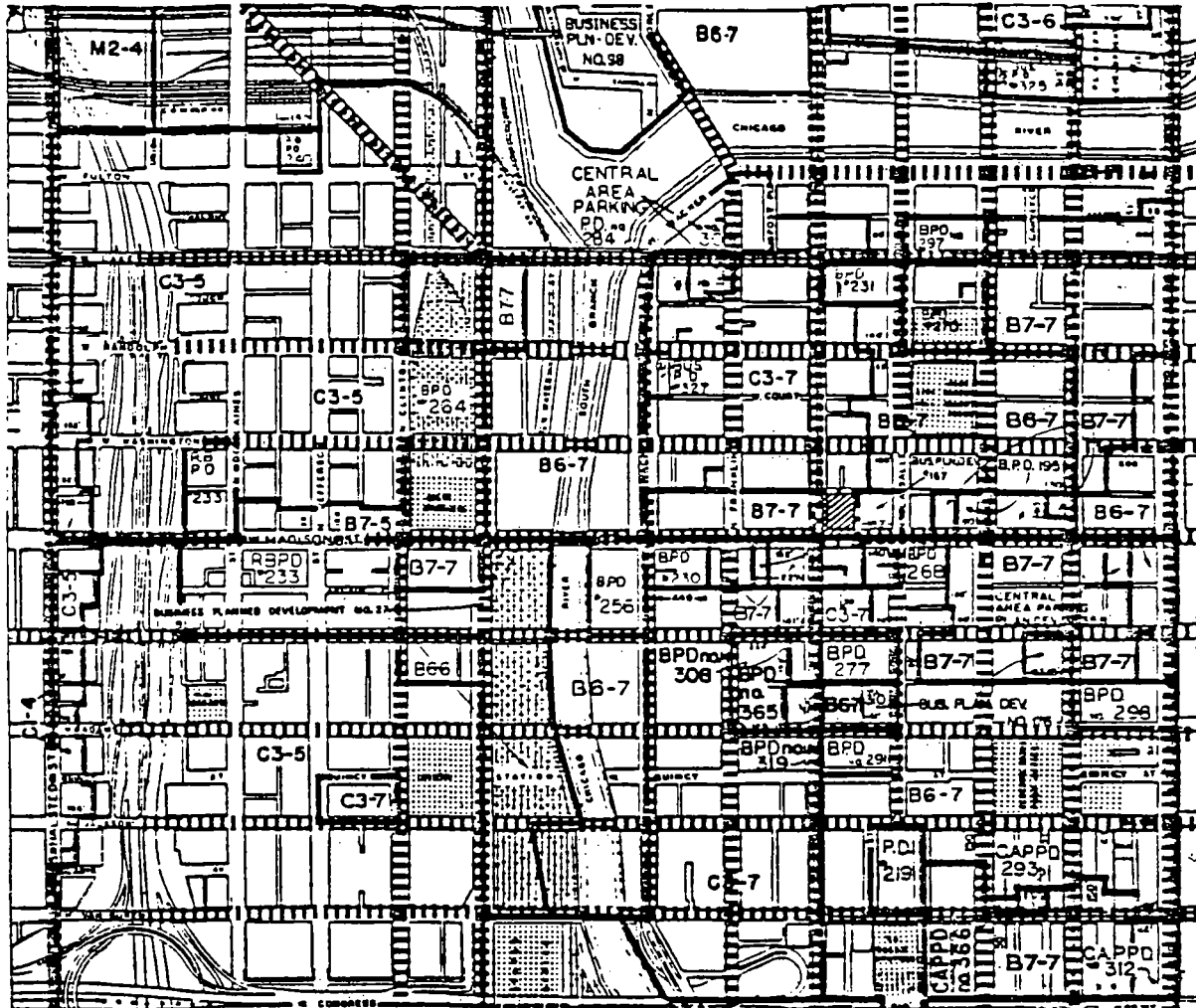


0 100' 200' 400'
SCALE IN FEET

APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST No. 63999.

DATE: July 20, 1986

EXISTING ZONING AND PREFERRED STREET SYSTEM



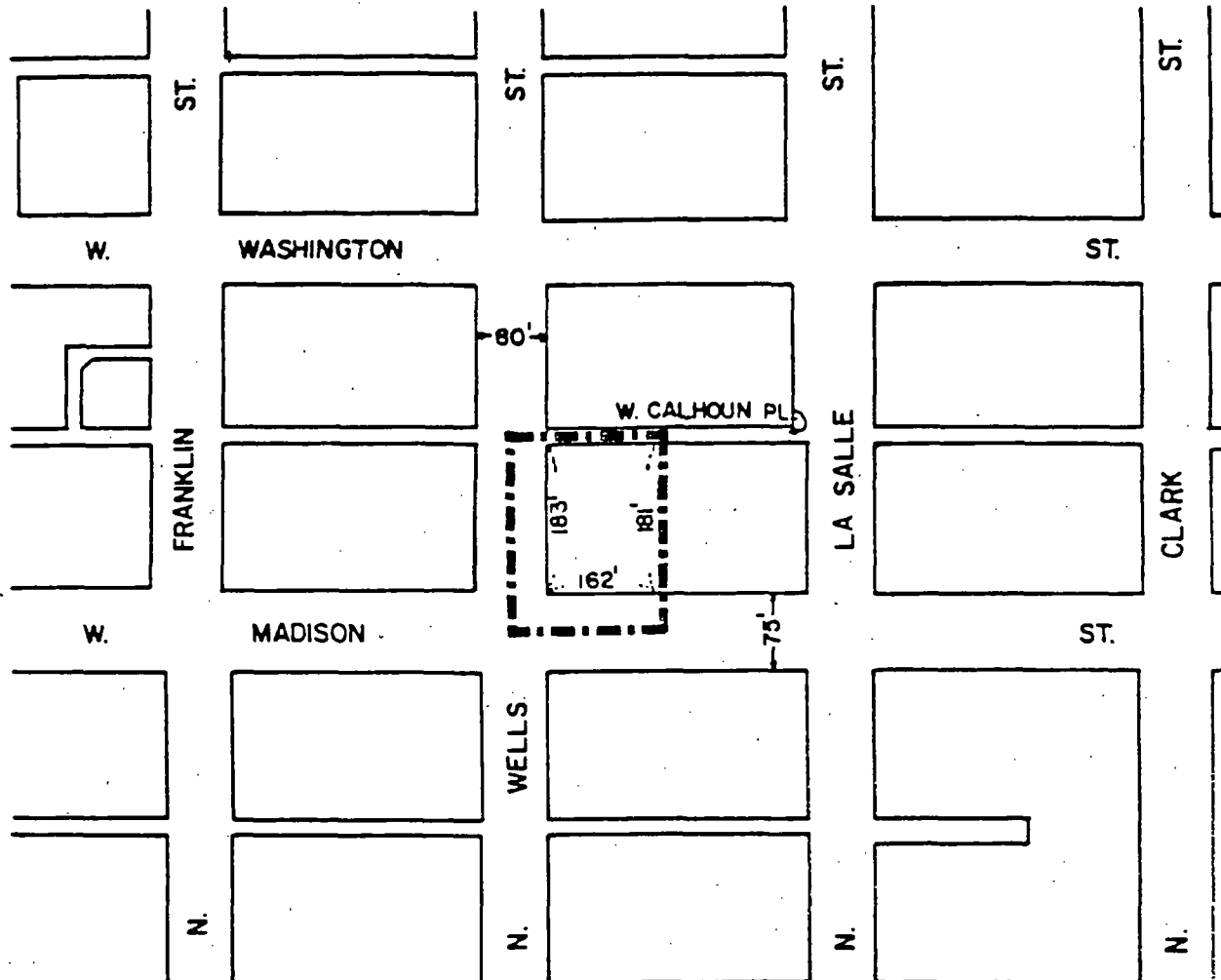
LEGEND

-  CENTRAL AREA PARKING PLANNED DEVELOPMENT BOUNDARY
-  ZONING DISTRICT BOUNDARIES
-  PREFERRED STREET SYSTEM
-  PUBLIC & QUASI-PUBLIC FACILITIES

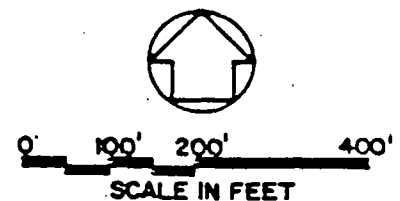


APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST No. 63999.

DATE: JULY 20, 1986

PROPERTY LINE MAP AND RIGHT-OF-WAY ADJUSTMENT**LEGEND**

----- PLANNED DEVELOPMENT BOUNDARY



APPLICANT: AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO AS TRUSTEE UNDER TRUST No. 63999.

DATE: JULY 20, 1986

CENTRAL AREA PARKING PLANNED DEVELOPMENT
USE AND BULK REGULATIONS AND DATA

Net Site Area	29,601.2 sq. ft.
Gross Site Area	45,325.5 sq. ft.
Net Site Area +	29,601.2 sq. ft.
Area of Public Rights-of-Way	15,724.3 sq. ft.
General Description of Land Use	Multi-level public parking facility with business and related uses at street level
Maximum Number of Parking Spaces	970
Maximum F.A.R.	13.0 (including parking areas and business and related uses)
Maximum % of Land Covered	100%

APPLICANT: AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO AS TRUSTEE
UNDER TRUST NO. 63999

DATE: July 20, 1986

(Continued from page 34854)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B6-7 Restricted Central Business District symbols and indications as shown on Map No. 2-F in area bounded by

public alley next north of and parallel to West Adams Street; South Clark Street; West Adams Street; and South LaSalle Street,

to those of a Communications Planned Development, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 1-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 1-G in area bounded by

a line 196 feet north of and parallel to West Hubbard Street; North Racine Avenue; a line 75 feet-2 3/4 inches north of and parallel to West Hubbard Street; and the alley next west of and parallel to North Racine Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R5 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

West Vernon Park Place; a line 50 feet east of and parallel to South Aberdeen Street; the alley next south of and parallel to West Vernon Park Place; and South Aberdeen Street,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 2-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 2-G in area bounded by

West Taylor Street on the south; South Morgan Street on the east; a line being 420 feet north of West Taylor Street on the north and the alley on the west,

to those of a Residential Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Residential Planned Development printed on pages
34863 through 34868 of this Journal.]

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

Reclassification of Area Shown on Map No. 4-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 4-G in area bounded by

a line 120 feet north of and parallel to West 19th Street; the alley next east of and parallel to South Loomis Street; a line 48 feet north of and parallel to West 19th Street; and South Loomis Street,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

(Continued on page 34869)

RESIDENTIAL PLANNED DEVELOPMENTSTATEMENTS

1. The area delineated herein as "Residential Planned Development" is owned by The American National Bank of Chicago as trustee under trust No. 27210 ("Trustee") and is controlled by the beneficiaries thereof who are Jared B. Shlaes, Marshall M. Holleb, Robert H. Gerstein, Stanford L. Glass and Stuart H. Glicken ("Controlling Parties").
2. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development.
3. Any dedication of vacation of streets, or resubdivision of parcels shall require a separate submittal on behalf of Trustee and Controlling Parties, their successors, assignees or grantees.
4. All applicable official review, approvals or permits, including such City Council approvals as may be mandated by the Municipal Code of Chicago, are required to be obtained by Trustee and Controlling Parties, their successors, assignees, or grantees.
5. Service drives, if any, or any other ingress or egress lanes, not heretofore proposed to be dedicated shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking permitted within such paved areas.
6. Use of the land shall consist of no more than 24 Residential Units in six detached structures, and off-street parking.
7. The following information sets forth data concerning the property included in said development. A Generalized Land Use Plan is also included illustrating the development of said property in accordance with the intent and purpose of the Chicago Zoning Ordinance.
8. Identification signs may be permitted within the area delineated as Residential Planned Development subject to the review and approval of the Department of Inspectional Services and the Department of Planning and in accordance with Chapter 86.1-11 of the Municipal Code of Chicago.

9. The Plan of Development attached shall be subject to the Rules, Regulations and Procedures in Relation to the Planned Developments as adopted by the Department of Planning.

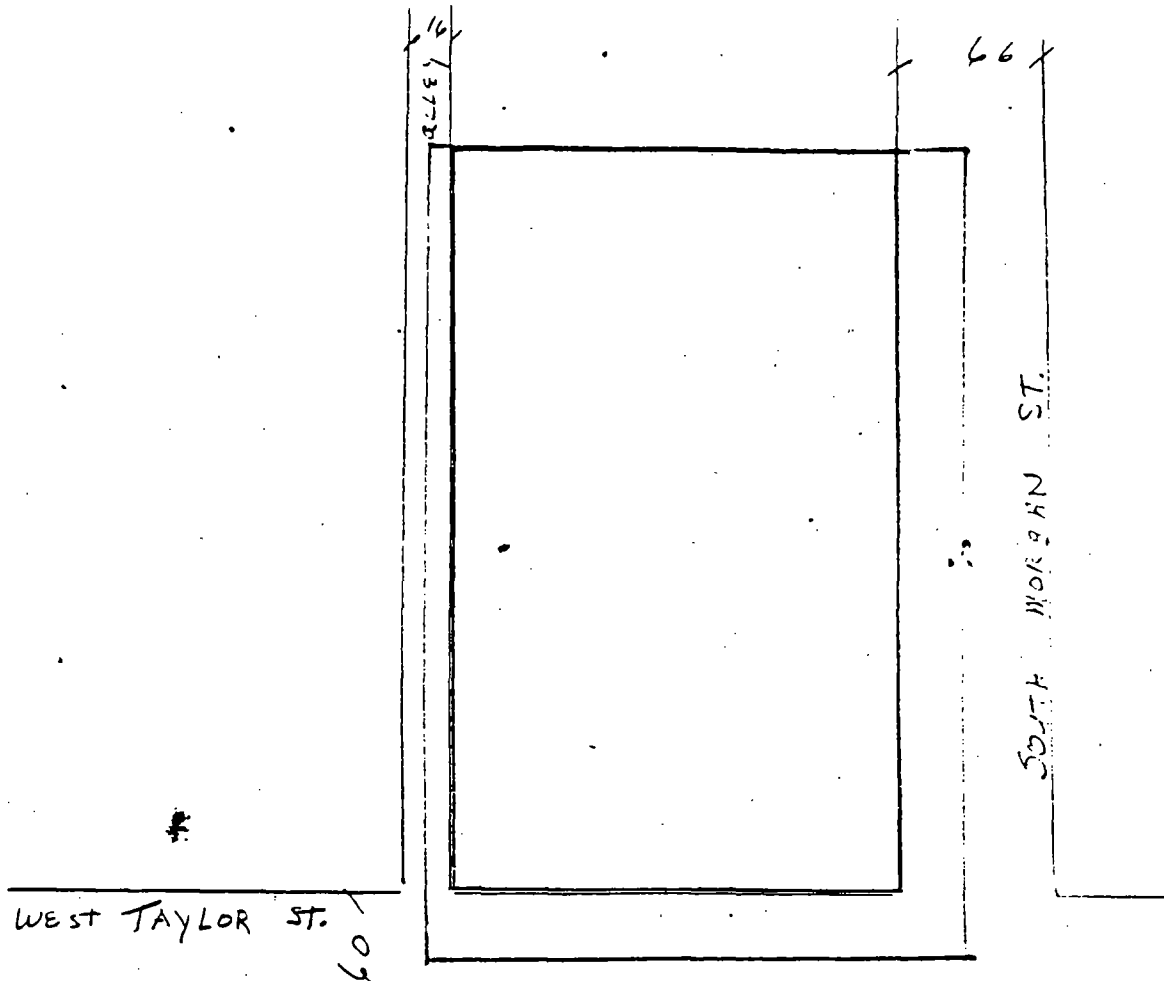
Applicant: Thomas E. Malato, agent for the beneficiaries of
American National Bank of Chicago Trust No. 27210
("Controlling Parties")
860 West Willow Street
Chicago, Il. 60614
751-0455

Date: ~~April~~ , 1936

May 21

RESIDENTIAL PLANNED DEVELOPMENT

Property Line and Planned Development Boundary Map



LEGEND

Property Line

Planned Development Boundary

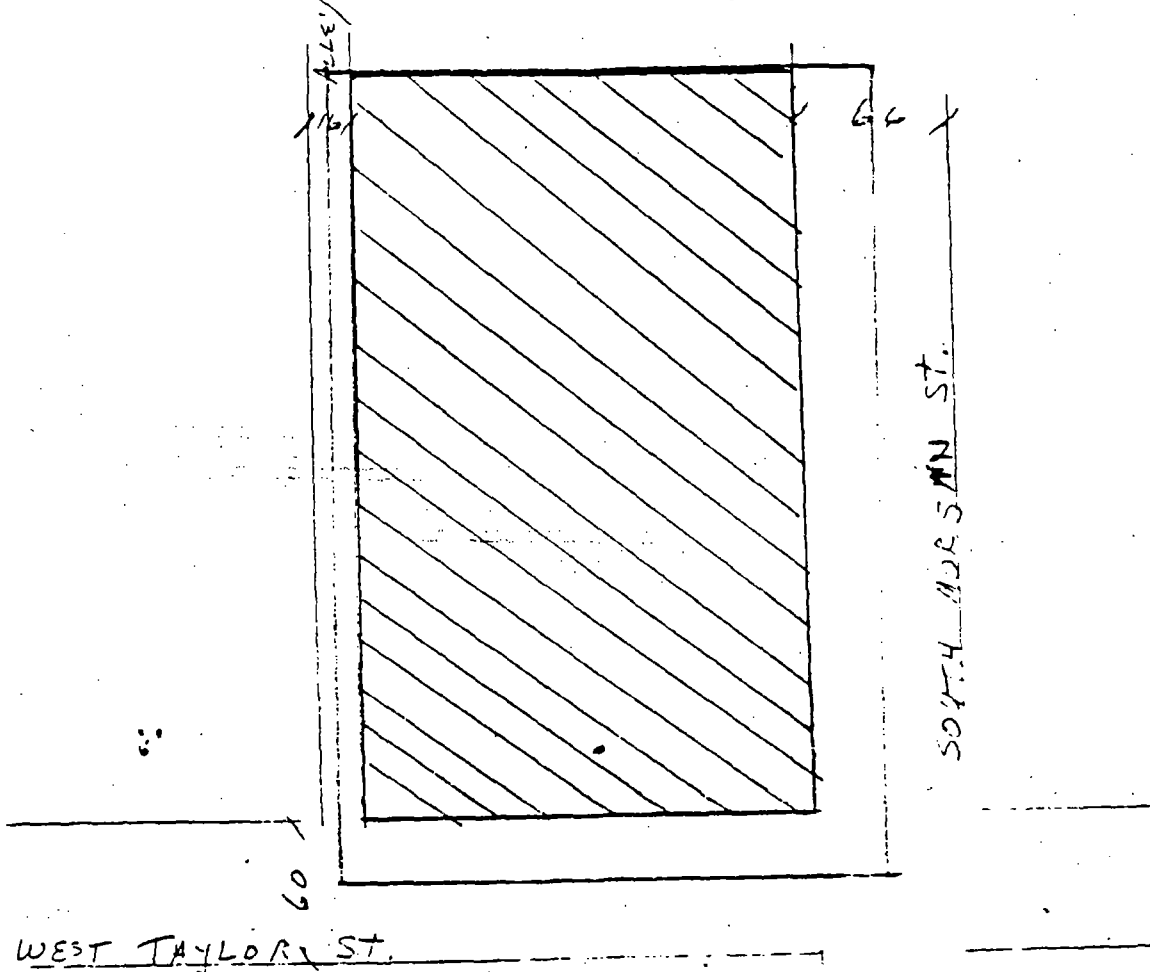
Applicant: Thomas E. Malato, agent for Trustee
and Controlling Parties
860 West Willow St.
Chicago, Il. 60614
751-8455

Date: ~~April~~, 1986

May 1

RESIDENTIAL PLANNED DEVELOPMENT NO _____

Generalized Land Use Map



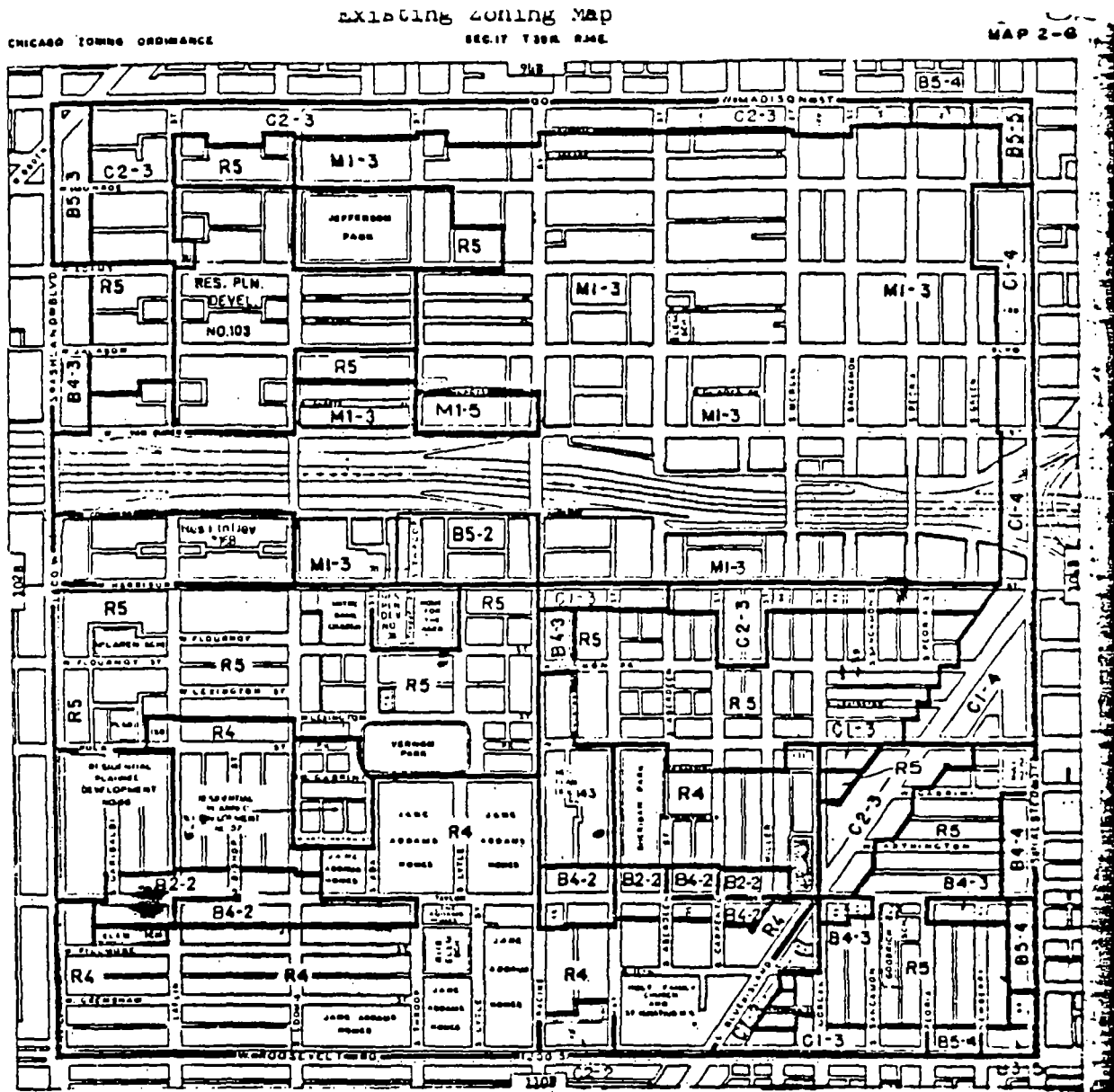
LEGEND

- Property Line
- Planned Development Boundary
- No more than 24 Residential Units in six detached structures

Applicant: Thomas E. Malato, agent for beneficiaries of
Trustee Trust No. 27210 who are Controlling
Parties

Date: April 1986

May 21



LEGEND

- Major Preferential Streets
- Planned Development
- Zoning Boundaries

Applicant: Thomas E. Malato, agent for
beneficiaries of trust no. 27212
who are Controlling Parties
860 West Willow Street
Chicago, Il. 60614
751-0455

Date: April 1986

May 21

RESIDENTIAL PLANNED DEVELOPMENT

Plan Of Development

Use and Bulk Regulation Data

NET SITE Sq. Feet	AREA Acres	General description of Land Use	Maximum Floor Area Ratio	Maximum Site Coverage
44,894	1.03	No more than 24 Residential Units in six detached structures and off-street parking	.855	53%

GROSS SITE AREA: Net Site: 44,894 sq. ft.
 Streets & Alleys 26,804 sq. ft.
 Total 71,698 sq.ft.

OFF STREET PARKING: No less than one per dwelling unit

SET BACKS: West Taylor St. 19.5 feet
 Alley (west line) 2.62 feet
 North line 16.0 feet
 South Morgan St. 4.0 feet

MAXIMUM FLOOR AREA RATIO: .855

Applicant: Thomas E. Malato, agent for beneficiaries of
 Trust No. 27210 who are Controlling Parties
 860 West Willow Street
 Chicago, Il. 60614
 751-0455

Date: ~~April~~ 1986

May 1

(Continued from page 34862)

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

Reclassification of Area Shown on Map No. 5-G.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-G in area bounded by

West Belden Avenue; North Janssen Avenue; the alley next northeasterly of and parallel to North Clybourn Avenue; and the alley next west of and parallel to North Janssen Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 5-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 5-H in the area bounded by

the alley next north of West Wabansia Avenue; the alley next west of North Damen Avenue; West Wabansia Avenue; and a line 34 feet west of the alley next west of North Damen Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3, General Residents District, symbols and indications, as shown on Map No. 6-F in area bounded by

a line 113 feet east of and parallel to South Wallace Street; the center line of West 29th Street; the center line of South Wallace Street; and the line 62 1/2 feet north of and parallel to West 29th Street,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-I.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 6-I in the area bounded by

an east-west line 24 feet south of and parallel to West 26th Street; the public alley next east of and parallel to South Kedzie Avenue; an east-west line 72 feet south of and parallel to West 26th Street; and South Kedzie Avenue,

to those of a C1-2 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 6-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 6-J in area bounded by

a line 53 feet north of and parallel to West 28th Street; the alley next east of and parallel to South Pulaski Road; a line 28 feet north of and parallel to West 28th Street; and South Pulaski Road,

to those of a B4-2 Restricted Service District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 7-L.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 7-L in the area bounded by

the alley next north of and parallel to West Diversey Avenue; a line 59.13 feet west of North Luna Avenue; West Diversey Avenue and a line 84.13 feet west of North Luna Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map No. 8-F in the area bounded by

a line 182 feet north of and parallel to West 32nd Street; the center line of South Shields Avenue, a line 207 feet north of and parallel to West 32nd Street, and the center line of the alley east of and parallel to South Shields Avenue,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map No. 8-F in the area bounded by

a line 409.2 feet south of and parallel to West 33rd Street; the center line of South Parnell Avenue, a line 597.3 feet south of and parallel to West 33rd Street, and the center line of the alley east of and parallel to South Parnell Avenue,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

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

*Reclassification of Area Shown on Map No. 8-F
(As Amended).*

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2, Restricted Manufacturing District, symbols and indications, as shown on Map 8-F in the area bounded by

a line 377.06 feet south and parallel to West 33rd Street; the center line of South Normal Avenue; the center line of West 33rd Street; and the center line of the alley west of and parallel to Normal Avenue,

to those of an R4, General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District, symbols and indications, as shown on Map 9- H in area bounded by

West Henderson Street; North Ravenswood Avenue; the alley next south of West Henderson Street; and the alley next west of North Ravenswood Avenue,

to those of a C1-1 Restricted Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 9-P.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications, as shown on Map 9- P in area bounded by

the alley next north of and parallel to West Addison Street; a line 75 feet east of and parallel to North Pontiac; West Addison Street; a line 50 feet east of and parallel to North Pontiac Avenue,

to those of an R4 General Residence District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 12-K.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications, as shown on Map No. 12-K in area bounded by

West 47th Street; a line 67.64 feet east of South Karlov Avenue; the alley next south of West 47th Street; and South Karlov Avenue,

to those of a B2-2 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by

West 56th Street; a line 75 feet east of and parallel to South Western Avenue; the alley next south of and parallel to West 56th Street; the alley next east of and parallel to South Western Avenue; a line 100 feet south of and parallel to the alley next south of and parallel to West 56th Street; and South Western Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Retail District symbols and indications as shown on Map No. 14-H in area bounded by

the public alley next north of and parallel to West 57th Street; 140.00 feet east of and parallel to South Western Avenue; West 57th Street; and South Western Avenue,

to those of a C2-2 General Commercial District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 14-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 14-J in area bounded by

West 61st Street; the alley next east of South Pulaski Road; West 61st Place; and South Pulaski Road,

to the designation of a B5-1, General Service District, and a corresponding use district is hereby established in the area described above.

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

Reclassification of Area Shown on Map No. 15-H.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-2 General Commercial District symbols and indications as shown on Map No. 15-H in the area bounded by:

West Norwood Street: a line 788.30 feet east of the west line of North Hamilton Avenue, if extended; a line 174.60 feet north of the north line of West Peterson Avenue; a line 638.30 feet east of the west line of North Hamilton Avenue, if extended; west line of North Damen Avenue; a line 393.10 feet north of the north line of West Peterson Avenue; and the west line of North Hamilton Avenue,

to a designation of a Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

[Business Planned Development printed on pages 34876
through 34882 of this Journal.]

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

Reclassification of Area Shown on Map No. 15-J.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence and B3-2 General Retail Districts symbols and indications as shown on Map No. 15-J in the area bounded by

a line from a point 779 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 212.18 feet southeast of McCormack Road and 62.67 feet west of the North Shore Channel; a line from a point 212.18 feet

(Continued on page 34883)

BUSINESS PLANNED DEVELOPMENT NO. _____

PLAN OF DEVELOPMENT STATEMENTS

1. The area delineated herein as a "Business Planned Development" is, except for portions located in dedicated streets, presently owned by Z. Frank, Inc., an Illinois corporation, and Five Wheels, Inc., an Illinois corporation. The applicant, The May Department Stores Company, is the holder of an option granted by Z. Frank, Inc. and Five Wheels, Inc. Notices should be directed to: The May Department Stores Company, 611 Olive Street, St. Louis, Missouri 63101 -- Attention: Senior Vice President for Real Estate.
2. The applicant or its successors, assignees or grantees shall obtain official City reviews, approvals or permits required in connection with this Planned Development. In the event legal title to any portion of the area delineated herein as a "Business Planned Development" is held in separate ownership at any time, this Business Planned Development ordinance shall continue unmodified in full force and effect, and each owner shall comply with this ordinance as it applies to its respective portion of the Business Planned Development.
3. The following uses shall be permitted within the area delineated herein as Business Planned Development: general merchandise uses; department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type business and professional uses; such other uses permitted in B5-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, crematories and mausoleums, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses. With respect to any department store, business with the general public may be conducted daily only between the hours of 8:00 a.m. to 11:00 p.m., with occasional 1:00 a.m. closing times during special selling seasons or events for no more than a total of fifty (50) days per annum. No morning loading activity may occur prior to 7:00 a.m.
4. Off-street parking and off-street loading facilities shall be provided in compliance with this Plan of Development. Ingress and egress to such off-street facilities shall be from Peterson Avenue, and not from either Norwood Street or adjacent alleys.

5. Any dedication or vacation of streets and alleys, or adjustments of rights-of-way require a separate submittal on behalf of the applicant, or its successors, assignees or grantees, and approval by the City Council.
6. Any service drives or any other ingress or egress shall be adequately designed and paved in accord with the regulations of the Department of Streets and Sanitation and in compliance with the Municipal Code of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles; there shall be no parking within such paved areas. Fire lanes, if required, shall be adequately designed and paved in compliance with the Municipal Code of Chicago and shall have a minimum width of sixteen (16) feet to provide ingress and egress for emergency vehicles; there shall be no parking within such paved areas. No fire lane shall be required along the southeast side of this Business Planned Development. When completed, the planned development shall feature a solid wooden fence along its northern and western property lines; said fence shall be at least six (6) feet in height, and shall be eight (8) feet in height if an eight (8) foot height is then permitted for such a wooden fence under the text of the Chicago Municipal Code. Fences and landscaping shall be adequately repaired and maintained. Reasonable efforts shall be made to control airborne dust during demolition and construction.
7. Business or identification signs are permitted within the area delineated herein as Business Planned Development, provided that the gross area of all signs shall not exceed the limitations set forth in Section 8.9-3 of the Chicago Zoning Ordinance. Flashing signs and roof-top mounted billboard signs are prohibited. Lighting utilized to illuminate off-street parking areas shall be directed away from residential properties in such a way as not to create a nuisance.
8. The information in the tables and maps attached hereto sets forth data concerning the generalized land use plan of the area delineated herein as Business Planned Development, and illustrates that the development and use of such area shall, except as modified by this Business Planned Development Ordinance, be in general compliance with the B5 General Service District Classification.
9. The Plan of Development, consisting of ten (10) statements, and "Existing Zoning and Preferential Street Map", and a "Boundary and Property Line" map, a "Generalized Land Use Plan", and a "Plan of Development Use, Bulk Regulation and Data" table, stipulates the controls applicable to the area delineated in this plan as the "Business Planned Development", and no others shall apply.

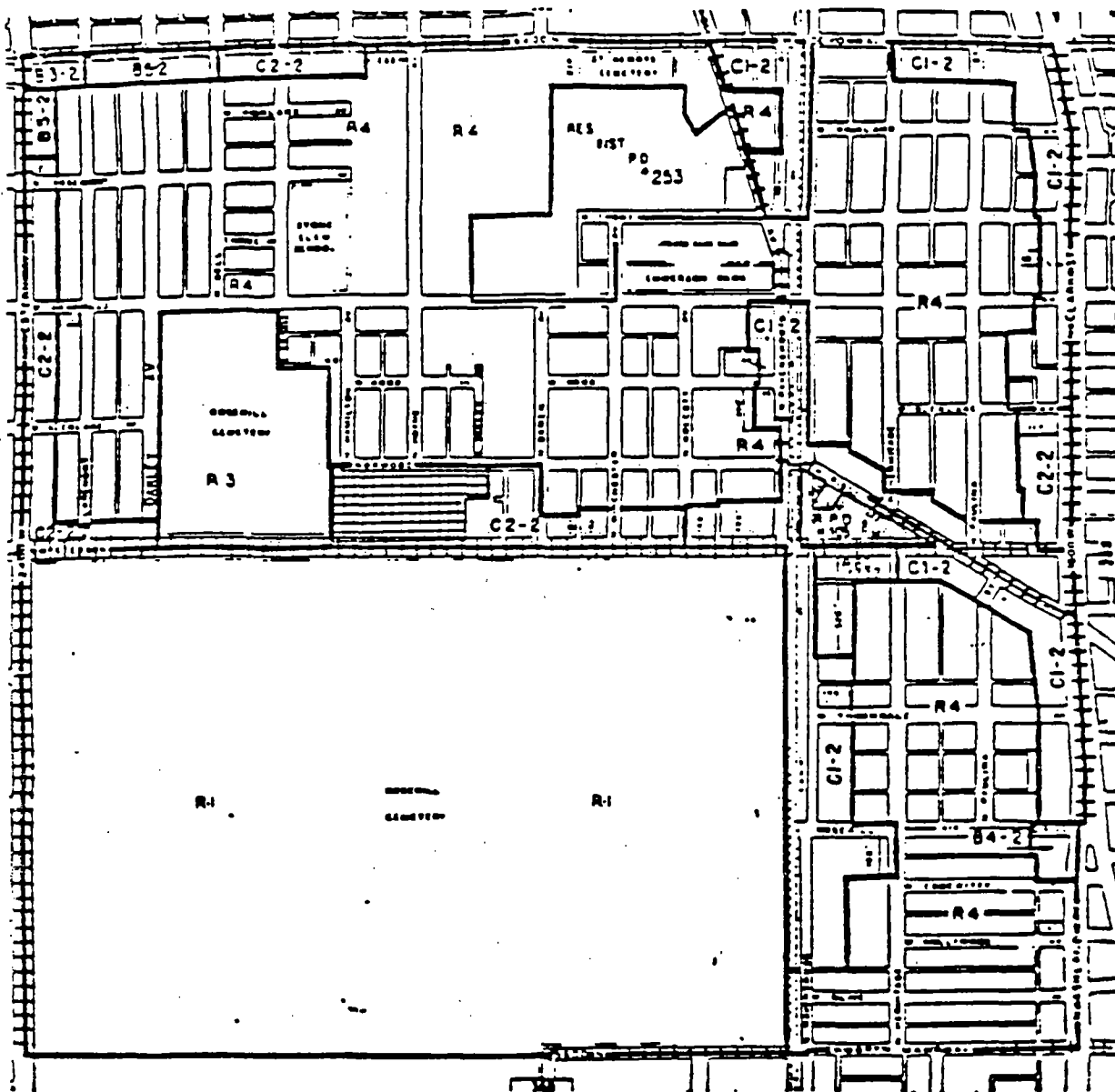
10. The Plan of Development hereby attached shall be subject to the "Rules, Regulations and Procedures in Relation to Planned Developments", as heretofore promulgated by the Commissioner of Planning.

APPLICANT: The May Department Stores Company

DATE: 7-7-86

AMENDED: 8-7-86

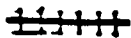
AMENDED: 8-7-86



LEGEND



PLANNED DEVELOPMENT



PREFERENTIAL STREETS

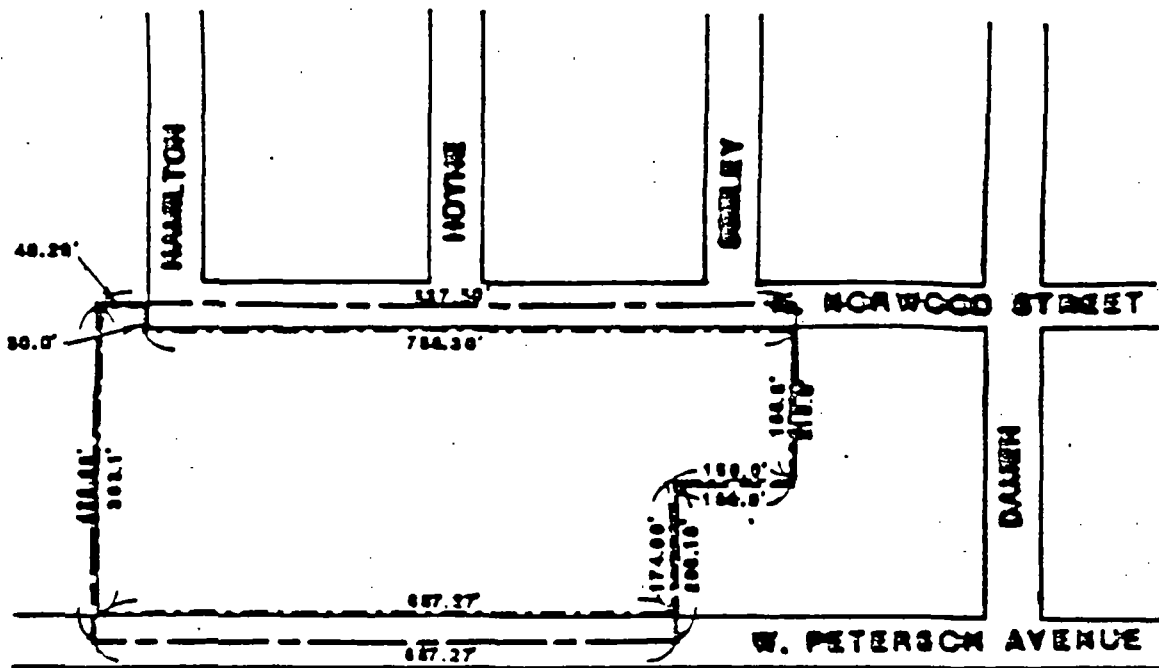


ZONING DISTRICT BOUNDARY



APPLICANT **The May Department Stores Company**

DATE 7-7-86



LEGEND

- PROPERTY LINE
- PLANNED DEVELOPMENT BOUNDARY

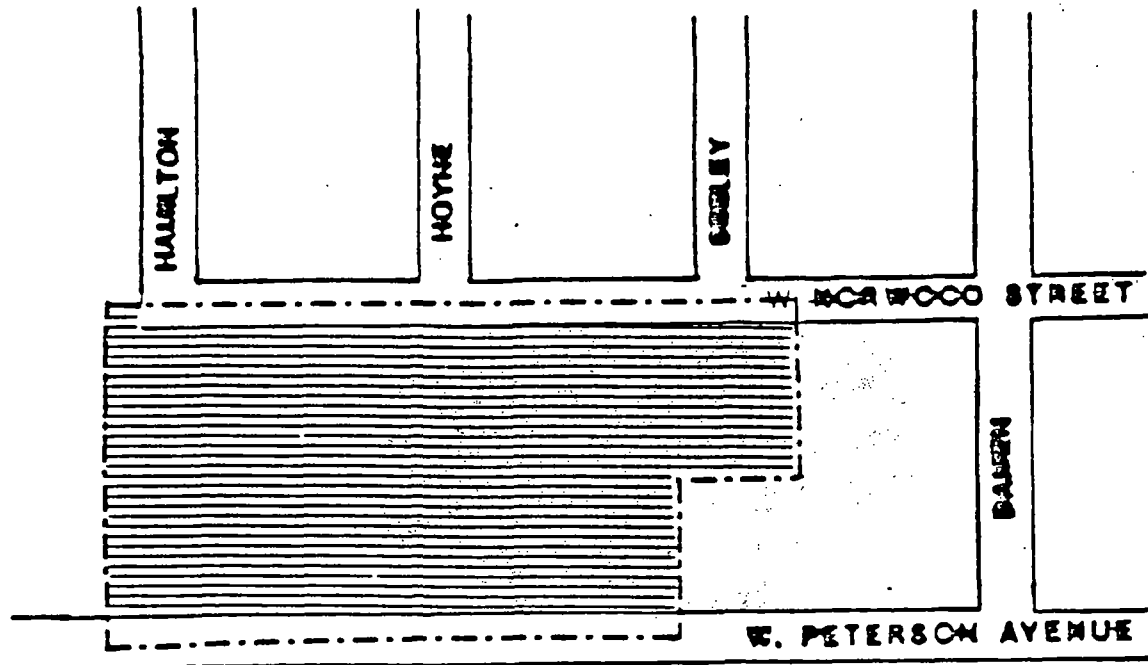
DATE

7-7-86

APPLICANT

The May Department Stores Company

GENERALIZED LAND USE PLAN



LEGEND

PLANNED DEVELOPMENT BOUNDARY



General merchandise uses: department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type business and professional uses; such other uses permitted in B3-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, crematories and mausoleums, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.



PARKING, INGRESS AND EGRESS AND RELATED USES



DATE 7-7-86 APPLICANT The May Department Stores Company
 AMENDED: August 7, 1986

BUSINESS PLANNED DEVELOPMENT NO. _____

PLANNED DEVELOPMENT USE, BULK REGULATIONS & DATA

<u>Net Site Area</u>		<u>F.A.R.</u>	<u>% Of Land Coverage</u>	<u>Min. No. of Off-Street</u>	
<u>Sq.Ft.</u>	<u>Acres</u>			<u>Parking Spaces</u>	<u>Loading Spaces</u>
<u>279,334</u>	<u>6.4126</u>	<u>0.44</u>	<u>44%</u>	<u>323</u>	<u>3</u>

GROSS SITE AREA = Net Site Area + Area in Public Right-of-Way

GROSS SITE AREA = 6.4126 acres + 1.332 acres = 7.7446 acres

PERIPHERY SETBACKS AT PROPERTY LINES:

North - 5'
 East - 0'
 South - 5'
 West - 0'

Off street parking and vehicular ingress/egress is permitted in the periphery setbacks.

GENERAL DESCRIPTION OF LAND USE:

General merchandise uses; department stores; banks and financial institutions (including establishments of the "drive-in" or "drive through" type); restaurants (excluding establishments of the "drive-in" or "drive-through" type); retail, office, and service type business and professional uses; such other uses permitted in B5-1 General Service Districts (except for amusement establishments, amusement arcades, live entertainment, dance halls, second-hand stores and rummage shops, pawn shops, crematoriums and mausoleums, taverns and sale of automobile fuel); parking, loading, ingress and egress and uses accessory to the aforesaid uses.

APPLICANT: The May Department Stores CompanyDATE: 7-7-86AMENDED: 8-7-86

(Continued from page 34875)

southeast of McCormack Road and 62.67 feet west of the North Shore Channel to and perpendicular to the North Shore Channel; the North Shore Channel; and a line from a point 1283.76 feet southwest of West Devon Avenue as measured along the southeast line of McCormack Road to a point 918.73 feet north of North Lincoln Avenue as measured along the west line of the North Shore Channel,

to those of a B5-1 General Service District and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 22-B.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 22-B in the area bounded by

an east-west line 139 feet south of and parallel to East 92nd Street; the public alley next east of and parallel to South Commercial Avenue; an east-west line 264 feet south of and parallel to East 92nd Street; and South Commercial Avenue,

to those of a B5-2 General Service District, and a corresponding use district is hereby established in the area above described.

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

Action Deferred -- AMENDMENT OF MUNICIPAL CODE CHAPTER
194A CONCERNING PERMITTED USES IN M1-1 TO
M1-5 DISTRICTS.

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

CHICAGO, September 30, 1986.

To the President and Members of the City Council:

Your Committee on Zoning having had under consideration a proposed ordinance (referred May 30, 1986) to cite art galleries and art studios as permitted uses in M1-1 to M1-5 Districts, begs leave to recommend that Your Honorable Body *Pass* the substitute proposed ordinance attached herewith.

This recommendation was concurred in by 7 members of the committee, with no dissenting vote.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman.

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

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

SECTION 1. That Section 10.4-1 of Chapter 194A, The Chicago Zoning Ordinance, is hereby amended by inserting the following language in italics below in its proper numerical sequence, as follows:

15. Art Galleries and Art Studios

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

**JOINT COMMITTEE
COMMITTEE ON BUILDINGS.
COMMITTEE ON ZONING.**

ISSUANCE OF PERMITS FOR ERECTION OF ILLUMINATED SIGNS.

The Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Zoning submitted the following report:

CHICAGO, September 30, 1986.

To the President and Members of the City Council:

Your Committee on Buildings along with Zoning begs leave to recommend that Your Honorable Body *Pass*, the proposed orders transmitted herewith (referred August 12 and 18, 1986) to authorize the issuance of permits for the erection and maintenance of illuminated signs.

Respectfully submitted,
(Signed) TERRY M. GABINSKI,
Chairman,
Committee on Zoning.

(Signed) FRED B. ROTI,
Chairman,
Committee on Buildings.

On motion of Alderman Gabinski, the committee's recommendations were *Concurred In* and said proposed orders were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

5248 West Belmont Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Grate Signs, 4044 W. McDonough, Joliet, Illinois 60436, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5248 West Belmont Avenue, Popeyes Famous Fried Chicken & Biscuits:

Dimensions: length 17 feet 0 inches, height 10 feet 0 inches
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 170 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3830 South Archer Avenue.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3830 South Archer Avenue, Wendy's Old Fashioned Hamburgers:

Dimensions: length 14 feet 10 inches, height 10 feet 10 inches
Height Above Grade/Roof to Top of Sign: 26 feet 1 inch
Total Square Foot Area: 108 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5658 South LaSalle Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to 3M National Advertising Company, 6850 South Harlem Avenue, Bedford Park, Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5658 South LaSalle Street, Arrow Services - Joseph Williams (owner):

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 115 feet
Total Square Foot Area: 2,400 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

7559 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Collar Electric Corporation, 5380 McDermott Drive, Berkeley, Illinois 60162, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 7559 South State Street, Amoco Oil Station:

Dimensions: length 10 feet, height 17 feet
Height Above Grade/Roof to Top of Sign: 73 feet
Total Square Foot Area: 170 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

8701 South State Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Collar Electric Corporation, 5380 McDermott Drive, Berkeley, Illinois 60162, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 8701 South State Street, Amoco Oil Station:

Dimensions: length 10 feet, height 17 feet
Height Above Grade/Roof to Top of Sign: 73 feet
Total Square Foot Area: 170 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

726 -- 730 West O'Brien Street

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Outdoor, Inc., P.O. Box 218, Suite ***, River Forest, Illinois 60305, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at vacant land located at 726 -- 730 West O'Brien Street, Lots 3, 4, 5 -- General Advertisers -- various copy:

Dimensions: length 60 feet, height 16 feet
Height Above Grade/Roof to Top of Sign: 73 feet (plus 5 feet for temporary extensions, when needed)
Total Square Foot Area: 960 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3644 West 26th Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Chicago Rite Lite Signs, 1157 West Grand Avenue, Chicago, Illinois 60622, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3644 West 26th Street, La Justicia Super Market:

Dimensions: length (2) 3 feet x 6 feet, height 26 feet
10 feet in Height Above Grade/Roof to Top of Sign: 6 feet
Total Square Foot Area: 86 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

629 Cermak Road.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Classic Advertising, Inc., P.O. Box 268, Oak Lawn, Illinois 60454, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 629 Cermak Road, Warehouse and Factory:

Dimensions: length 60 feet, height 16 feet
Height Above Grade/Roof to Top of Sign: 110 feet
Total Square Foot Area: 960 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2800 North Talman Avenue.

Ordered. That the Commissioner of the Department of Inspectional Services is hereby directed to issue a sign permit to Federal Sign, Division of Federal Signal Corporation, 140 East Tower Drive, Burr Ridge, Illinois 60521, Universal Automotive, Incorporated, 2800 North Talman Avenue, Chicago, Illinois 60618, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) as follows:

Dimensions: length 48 feet, height 19 feet
Height Above Roof to Top of Sign: 40 feet
Total Square Foot Area: 912 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Chicago Municipal Code governing the construction and maintenance of outdoor signs, signboards and structures.

2838 North Mozart Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Joy Laminators, 120 King Street, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2838 North Mozart Street:

Dimensions: (two signs each) length 10 feet, height 12 feet
Height Above Grade/Roof to Top of Sign: 29 1/2 feet
Total Square Foot Area: 240 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2701 West George Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Advertising Company, 6850 South Harlem, Bedford Park (Argo), Illinois 60501, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2701 West George Street, Robert W. Carter (Carter Motors);

Dimensions: length 60 feet, height 20 feet
Height Above Grade/Roof to Top of Sign: 107 feet
Total Square Foot Area: 1200 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

2935 West Addison Street.

Ordered, That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Whiteway Sign Company, 1317 North Clybourn Avenue, Chicago, Illinois 60610, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 2935 West Addison Street, Addison Mall;

Dimensions: length 23.75 feet, height 40 feet
Height Above Grade/Roof to Top of Sign: _____
Total Square Foot Area: 950 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of

Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

3039 North Central Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to National Signs, Inc., 6959 West Grand Avenue, Chicago, Illinois 60635, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 3039 North Central Avenue, McDonald's Restaurant;

Dimensions: length 14 feet 2 inches, height 14 feet
Height Above Grade/Roof to Top of Sign: 34 feet
Total Square Foot Area: 98.2 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

5556 North Clark Street.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Foster and Kleiser, 4000 South Morgan Street, Chicago, Illinois 60609, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 5556 North Clark Street, Various Advertisers;

Dimensions: length 23 feet, height 11 feet
Height Above Grade/Roof to Top of Sign: 40 feet
Total Square Foot Area: 506 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

1501 North Elston Avenue.

Ordered. That the Commissioner of Inspectional Services is hereby directed to issue a sign permit to Acme-Wiley Corporation, 2480 Greenleaf Avenue, Elk Grove Village, Illinois 60007, for the erection of a sign/signboard over 24 feet in height and/or over 100 square feet (in area of one face) at 1501 North Elston Avenue, Toyota;

Dimensions: length 40 feet, height 5 feet 6 inches
Height Above Grade/Roof to Top of Sign: 115 feet

Total Square Foot Area: 97.5 square feet.

Such sign shall comply with all applicable provisions of Chapter 194A of the Chicago Zoning Ordinance and all other applicable provisions of the Municipal Code of the City of Chicago governing the construction and maintenance of outdoor signs, signboards and structures.

MATTERS PRESENTED BY THE ALDERMEN

(Presented By Wards, In Order, Beginning With The First Ward).

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to Ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Etc.

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 and time specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
GILES (37th Ward)	West North Avenue at 5013 -- 7:00 A.M. to 6:00 P.M. -- Monday through Saturday;
O'CONNOR (40th Ward)	West Ainslie Street (west side) alongside of 4874 North Lincoln Avenue -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday;
	North Francisco Avenue at 4344 -- 4346 - 7:00 A.M. to 4:00 P.M. Monday through Saturday;

Alderman

Location, Distance and Time

NATARUS (42nd Ward)

North Clark Street (east side) from a point 68 feet north of the property line of West Huron Street to a point 48 feet north thereof -- 9:30 A.M. to 6:00 P.M. -- Monday through Friday;

HANSEN (44th Ward)

West Belmont Avenue (north side) at 918 -- 7:00 P.M. to 10:00 P.M. -- Friday, Saturday and Sunday;

ORBACH (46th Ward)

North Broadway (east side) at 4135, 25 feet from the fire hydrant north thereof.

Referred -- ONE-WAY TRAFFIC RESTRICTION ON
SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to the direction indicated in each case, on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Public Way

GARCIA (22nd Ward)

West 33rd Street from 3800 west to 3900 west to the alley -- westerly;

O'CONNOR (40th Ward)

North Fairfield Avenue from North Lincoln Avenue to West Bryn Mawr Avenue -- southerly.

Referred -- AMENDMENT OF ONE-WAY TRAFFIC
RESTRICTION ON PORTION OF SOUTH
INDIANA AVENUE.

Alderman Hutchinson (9th Ward) presented a proposed ordinance to restrict the movement of vehicular traffic on South Indiana Avenue from the first alley south of East 103rd Street to East 107th Street, southerly (instead of between East 103rd Street and East 107th Street), which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- DISCONTINUANCE OF ONE-WAY TRAFFIC RESTRICTION
ON PORTIONS OF SPECIFIED STREETS.

Alderman Hutchinson (9th Ward) presented two proposed ordinances to discontinue the one-way traffic restriction, on portions of the following specified streets, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

West 120th Street from South Calumet Avenue to South Michigan Avenue -- westerly;

South Calumet Avenue from East 120th Place to East 120th Street -- northerly.

Referred -- DISCONTINUANCE OF PARKING LIMITATION ON
PORTION OF SOUTH PULASKI ROAD.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to discontinue the limitation of parking on the east side of South Pulaski Road between West 48th Street and West 49th Street, one hour, from 8:00 A.M. to 6:00 P.M., on Monday through Saturday, 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
ROTI (1st Ward)	West 24th Street (north side) at 254 (except for handicapped);
BEAVERS (7th Ward)	South Houston Avenue (west side) at 9010 (except for handicapped);
HUTCHINSON (9th Ward)	South Cottage Grove Avenue (both sides) from East 115th Street to East 119th Street; South Lyman Street at 2955 (except for handicapped);
HUELS (11th Ward)	West 37th Place at 1615 (except for handicapped);
BURKE (14th Ward)	South Campbell Avenue (east side) at 5321 (except for handicapped);

Alderman

Location and Distance

South Fairfield Avenue at 5305 (except for handicapped);

West 52nd Street at 2107 (except for handicapped);

STREETER (17th Ward)

South Loomis Street (west side) at 7714 (except for handicapped);

South Wood Street (west side) at 7750 (except for handicapped);

KELLAM (18th Ward)

West 79th Place at 2557 (except for handicapped);

KELLEY (20th Ward)

East 68th Street (south side) from South Wabash Avenue to the first alley west thereof;

KRYSTYNIAK (23rd Ward)

South Normandy Avenue (west side) from West Archer Avenue to the first alley north thereof;

W. DAVIS (27th Ward)

West Ohio Street (north side) at 2334 (except for handicapped);

HAGOPIAN (30th Ward)

West Montana Street at 4726 (except for handicapped);

West Schubert Avenue at 5535 (except for handicapped);

FROST (34th Ward)

South Racine Avenue at 11434 (except for handicapped);

West Montvale Avenue at 1645 (except for handicapped);

KOTLARZ (35th Ward)

West Melrose Street (north side) at 4058;

West Melrose Street (north side) at 4134 (except for handicapped);

West Melrose Street (north side) at 4136 (except for handicapped);

Alderman	Location and Distance
	West Patterson Street (north side) at 4052 (except for handicapped);
CULLERTON (38th Ward)	West Eastwood Avenue at 5919 (except for handicapped); West School Street at 5030 (except for handicapped);
NATARUS (42nd Ward)	North Dearborn Street at 535 (in front of main entrance); West Huron Street (north side) from a point 30 feet east of the property line of North Clark Street to a point 80 feet east thereof; North Clark Street (east side) from a point 116 feet north of the property line of West Huron Street to a point 35 feet north thereof;
ORBACH (46th Ward)	West Pensacola Avenue (north side) at 1440 (except for handicapped);
SCHULTER (47th Ward)	North Winchester Avenue (west side) at 4300 (except for church/school bus);
VOLINI (48th Ward)	North Broadway at 4860;
ORR (49th Ward)	North Eastlake Terrace at 7609.

Referred -- PROHIBITION OF PARKING DURING SPECIFIED
HOURS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit the parking of vehicles during the hours designated, at the locations and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance and Time
HUELS (11th Ward)	West Pershing Road (north side median strip) from South Wood Street to South

Alderman

Location, Distance and Time

Paulina Street -- 6:00 A.M. to 7:00 P.M. --
Monday through Friday;

STREETER (17th Ward)

West 69th Street (north side) at 124 to
136 -- 9:00 A.M. to 5:00 P.M. -- Monday
through Saturday;

GILES (37th Ward)

West North Avenue at 5035 (alongside on
North Lawler Avenue) between West
North Avenue and the alley extending to
a point 50 feet in front of the school -- 8:00
A.M. to 3:00 P.M. -- all school days.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING
ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish resident permit parking zones for vehicles at the hours and locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman

Location, Distance and Time

STREETER (17th Ward)

South Perry Avenue (both sides) at 7900;

PUCINSKI (41st Ward)

North Nordica Avenue (both sides) at
5357 through 5400.

Referred -- DESIGNATION OF SERVICE DRIVE/DIAGONAL
PARKING ON PORTION OF SOUTH NORMANDY
AVENUE.

Alderman Krystyniak (23rd Ward) presented a proposed ordinance to designate the east side of South Normandy Avenue from West Archer Avenue to the first alley north thereof as a service drive and to permit diagonal parking in said location, one hour parking, 8:00 A.M. to 12:00 midnite, on Sunday through Saturday, which was *Referred to the Committee on Traffic Control and Safety*.

Referred -- ESTABLISHMENT OF DIAGONAL PARKING ON
PORTION OF WEST PITTSBURGH AVENUE.

Alderman Banks (36th Ward) presented a proposed order to establish diagonal parking on West Pittsburgh Avenue from West Irving Park Road to the first alley south thereof, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- ESTABLISHMENT OF TOW-AWAY ZONES
AT SPECIFIED LOCATIONS.*

Alderman Volini (48th Ward) presented two proposed ordinances to establish tow-away zones at the locations designated for the distances and hours specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

North Magnolia Avenue at 5670 -- at all times;

North Sheridan Road at 5460 -- at all times.

*Referred -- ESTABLISHMENT OF TOW-AWAY ZONE
FOR RESIDENTIAL PERMIT PARKING
ZONE 31.*

Alderman Huels (11th Ward) presented a proposed order to create a tow-away zone for Residential Permit Parking Zone 31, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- DISCONTINUANCE OF TOW-AWAY ZONE
ON NORTH SHERIDAN ROAD.*

Alderman Volini (48th Ward) presented a proposed ordinance to discontinue the tow-away zone on North Sheridan Road at 5460, which was *Referred to the Committee on Traffic Control and Safety*.

*Referred -- INSTALLATION OF TRAFFIC SIGNS AT
SUNDRY LOCATIONS.*

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
SAWYER (6th Ward)	Northwest corner of East 80th Street (north side) from South King Drive to the first alley west thereof -- "20- Foot Clearance Sign -- Tow-Away Zone";

Alderman

Location and Type of Sign

East 81st Street and South King Drive --
"Temporary Stop Signs";

HUTCHINSON (9th Ward)

South Eberhart Avenue (one-way
street/northerly) at the intersection of
East 108th Street -- "Stop";

MAJERCZYK (12th Ward)

North Francisco Avenue at the
intersection of West 40th Place -- "Stop";

MADRZYK (13th Ward)

West 65th Street and South Lawndale
Avenue -- "Stop";

SHEAHAN (19th Ward)

West 106th Street and South Leavitt
Street -- "4-Way Stop";

West 114th Street and South Spaulding
Avenue -- "4-Way Stop";

GARCIA (22nd Ward)

West 24th Street and South Whipple
Street, (stopping in all directions) -- "All
Way Stop";

KRYSTYNIAK (23rd Ward)

West 63rd Place and South Natchez
Avenue -- "4-Way Stop";

KOTLARZ (35th Ward)

North Karlov Avenue and West Melrose
Street -- "Stop";

CULLERTON (38th Ward)

West Berteau Avenue and North
McVicker Avenue -- "Stop";

West Berteau Avenue and North Moody
Avenue -- "3-Way Stop";

West Byron Street and North Melvina
Avenue -- "Stop";

West Cullom Avenue and North
McVicker Avenue -- "Stop";

LAURINO (39th Ward)

North and southbound traffic on North
Sawyer Avenue at the intersection of
West Balmoral Avenue -- "Stop";

PUCINSKI (41st Ward)

West Balmoral Avenue and North Mont
Clare Avenue -- "4-Way Stop";

Alderman	Location and Type of Sign
ORBACH (46th Ward)	West Addison Street and North Pine Grove Avenue, (stopping east and west traffic on Addison Street) -- "2- Way Stop";
	Southwest corner of West Cullom Avenue and North Greenview Avenue -- "Stop";
SCHULTER (47th Ward)	West Argyle Street and North Winchester Avenue -- "Stop";
	West Byron Street and North Claremont Avenue -- "Stop".

2. ZONING ORDINANCE AMENDMENTS.

None.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented 17 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
BURKE (14th Ward)	Dr. Edward Krieger; Aleksy Staszewski;
SHEAHAN (19th Ward)	Vanderpoel-Wood Condominium Association;
KRYSTYNIAK (23rd Ward)	Charles Boris;
GABINSKI (32nd Ward)	Arthur E. Nieman;
CULLERTON (38th Ward)	3821 North Narragansett Condominium

Alderman

Claimant

Association;

PUCINSKI (41st Ward)

Peter Stecca;

NATARUS (42nd Ward)1110 North Lake Shore Drive
Homeowners Association;850 North Dewitt Place Condominium
Association;Two East Oak Street Condominium
Association;1330 North LaSalle Street
Condominium;Newberry Plaza Condominium
Association;76-82 Elm Street Condominium
Association;

860 North Lake Shore Drive Trust;

The Plaza on Dewitt Condominium
Association;*MC LAUGHLIN* (45th Ward)Gunnison Point Condominium
Association;*ORBACH* (46th Ward)Waveland Courts Condominium
Association;Parkside Clarendon Condominium
Association;*VOLINI* (48th Ward)

Abed R. Mukhles.

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 all of the east-west 10-foot public alley in the block bounded by West Madison Street, West Monroe Street, South Sangamon Street and South Peoria Street for the City of Chicago (Department of Economic Development) No. 17-1-81-735; said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Roti, the foregoing proposed order was *Passed*.

Presented by

ALDERMAN TILLMAN (3rd Ward):

***Referred* -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT WEST 55TH AND
SOUTH WELLS STREETS.**

A proposed order for the issuance of a sign permit to ER Crosstown Electric for the erection of a sign/signboard at West 55th and South Wells Streets for Mobil Oil, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN HUTCHINSON (9th Ward):

**REVEREND A. EDWARD DAVIS, JR. CONGRATULATED FOR
HIS TEN YEARS OF OUTSTANDING SPIRITUAL
AND COMMUNITY GUIDANCE.**

A proposed resolution reading as follows:

WHEREAS, Reverend A. Edward Davis, Jr., for the past ten years pastor of Saint John Missionary Baptist Church, 165 East 115th Street on Chicago's great southeast side, has proven himself a totally involved and committed spiritual leader; and

WHEREAS, A graduate of Trinity College and former minister of Mount Calvary Baptist Church, Reverend Davis was called to pastor Saint John Missionary Baptist Church in 1976, and since that time the congregation has grown from 15 to an astounding and dedicated 1300; and

WHEREAS, The leadership of Reverend Davis has brought about an almost complete renovation of the church building, the formation of a nursery, a Young Adult Choir, the activation of a Baptist Training Union, of complete night service, of the Youth Fellowship Program and of Food Pantry and Food Share Programs; and

WHEREAS, The leaders of this great City are justly proud of its spiritual leaders who carry such influence and such significance in our communities; now, therefore,

Be It Resolved, That we, the Mayor and members of this great City of Chicago, gathered here this 6th day of October, 1986, A. D., do hereby offer our gratitude and our congratulations to Reverend A. Edward Davis, Jr., on ten years of outstanding spiritual and community guidance, and extend to this excellent leader our very best wishes for many more years of continued success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Reverend A. Edward Davis, Jr.

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*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- REQUEST FOR PAVING OF SPECIFIED PUBLIC
ALLEY BY SPECIAL ASSESSMENT.

Also, a proposed order requesting the paving of the alley bounded by East 121st Street, East 122nd Street, South Indiana Avenue and South Edbrooke Avenue, with concrete by special assessment, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HUELS (11th Ward):

**CONGRATULATIONS EXTENDED TO HOLY CROSS EVANGELICAL
LUTHERAN CHURCH ON OCCASION OF ITS
100TH ANNIVERSARY.**

A proposed resolution reading as follows:

WHEREAS, Holy Cross Evangelical Lutheran Church will celebrate the 100th Anniversary of their parish on October 17, 1986; and

WHEREAS, Holy Cross Evangelical Lutheran Church is located at 3116 South Racine Avenue in the great 11th Ward of the City of Chicago; and

WHEREAS, The cornerstone of this fine structure was placed at 31st Place and Racine Avenue on October 17, 1886; and

WHEREAS, Many parishioners, for whom this church was founded, still reside in the community today and are still loyal to the Holy Cross Evangelical Lutheran Parish; and

WHEREAS, Under the pastoral leadership of Reverend George Mrochen, there will be a celebration for the diamond anniversary for the Holy Cross Evangelical Lutheran Church; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered on this 6th day of October in 1986, do hereby extend our heartiest congratulations to Reverend George Mrochen and the members of the Holy Cross Evangelical Lutheran Church on their 100th Anniversary, and may we also extend our warmest wishes for continued success and growth in our community; and

Be It Further Resolved, That a suitable copy of this resolution be made available for Holy Cross Evangelical Lutheran Parish, who will celebrate this great occasion on October 12, 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*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN MAJERCZYK (12th 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 public alleys in the block bounded by West 45th Street, South Archer Avenue, South Trumbull Avenue and South Homan Avenue for Ronald Postma (No. 2-12-86-1105); said ordinance to be transmitted to the Committee on Streets and Alleys for consideration and recommendation to the City Council.

On motion of Alderman Majerczyk, the foregoing proposed order was *Passed*.

**CONGRATULATIONS EXTENDED TO FIRST LATIN AMERICAN
BAPTIST CHURCH ON OCCASION OF ITS
60TH ANNIVERSARY.**

Also, a proposed resolution reading as follows:

WHEREAS, The First Latin American Baptist Church, 3756 South Washtenaw Avenue, this year celebrates sixty years as a tower of inspiration and spiritual guidance to the Latin American Community of Chicago's great southwest side; and

WHEREAS, Founded as the Central Mexican Baptist Church in 1926, this was the first Spanish Baptist Mission in our great City, and it has since been expanded toward receiving members from Central and South America as well, thus its present name, First Latin American Baptist Church; and

WHEREAS, The First Latin American Baptist Church has had many locations throughout the City's southwest side, adjusting to economic and ethnic changes throughout the neighborhoods, but has finally settled at the present Washtenaw Avenue edifice, a beautiful church whose present pastor, Reverend Jacobo A. Tohme, has welcomed an ever increasing congregation since 1966; and

WHEREAS, The leaders of this great City are cognizant of the invaluable contributions of the First Latin American Baptist Church to the betterment of our grateful public; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of October, 1986, A. D., do hereby offer our congratulations and best wishes to the Reverend Jacobo A. Tohme and the congregation of the First Latin American Baptist Church, as this outstanding religious institution celebrates sixty years of strength and inspiration within our great City; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the First Latin American Baptist Church.

Alderman Majerczyk, 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 Majerczyk, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3900 WEST 38TH STREET.

Also, a proposed order for the issuance of a sign permit to National Advertising Company for the erection of a sign/signboard at 3900 West 38th Street for National Liquid Fertilizer Corporation, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN BURKE (14th Ward):

MR. ROBERT E. NOLAN CONGRATULATED FOR HIS 25
YEARS OF SERVICE TO CITY GOVERNMENT.

A proposed resolution reading as follows:

WHEREAS, Robert E. Nolan has served Chicago city government under four administrations for twenty-five years, offering his unsurpassed dedication and superb professional talent to the people of Chicago; and

WHEREAS, His skill and industry in the internal audit department of the City Comptroller's Office came to the attention of Mayor Richard J. Daley, as over the years a lasting professional relationship was created between the two men; and

WHEREAS, A resident of the Brighton Community and Saint Agnes Church Parish his roots are firmly planted in the City of Chicago where he went to De LaSalle High School and DePaul University, and where today he still serves his Church, and remains active in the academic community at DePaul University; and

WHEREAS, He enjoys great strength from his close and loving brothers and sisters, whose father, Frank P. Nolan, was a Chicago policeman for thirty-six years; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago, celebrate Robert E. Nolan's distinguished service of twenty-five years; and

Be It Further Resolved, That we extend our warmest good wishes to him and his wife. Dated this day, October 6, 1986.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO HUNDRED CLUB OF COOK
COUNTY FOR ITS 20 YEARS OF DEDICATION AND
SERVICE TO FAMILIES OF POLICEMEN
AND FIREFIGHTERS KILLED
WHILE ON DUTY.

Also, a proposed resolution reading as follows:

WHEREAS, The Hundred Club of Cook County was founded 20 years ago to provide immediate and substantial financial assistance to the wives and children of policemen and firefighters killed in the performance of their duty; and

WHEREAS, Responding to such tragedy the Hundred Club swiftly offers cash assistance and follows up by paying all family debt in almost every instance, as well as complete payment for educational benefits which, in the twenty years of the Club's existence, has surpassed \$400,000; and

WHEREAS, The Hundred Club of Cook County was founded by Ralph J. Scheu, who died in 1975, and whose compassion is renowned throughout Chicago and Cook County, and under the stewardship of his son Ralph G. Scheu, the Club at this date has given more than \$2,200,000 to families shocked into sudden and tragic loss; and

WHEREAS, The Club has grown to six hundred members who also recognized the service of police officers and firefighters by conferring the annual Hundred Club Award of Valor on Cook County police and firefighters to acknowledge their courage and devotion; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of Chicago join the Illinois legislature, the Federal Bureau of Investigation, the United States Justice Department, and others in police and fire communities in extending warmest congratulations to the Hundred Club of Cook County for its twenty years of dedication and, further, salute the Club's officers and members for their mercy and compassion.

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

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN CARTER (15th Ward):

**PORTION OF WEST 52ND STREET CLOSED TO VEHICULAR
TRAFFIC FOR RECREATIONAL PURPOSES.**

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the Concerned Citizens of the Southwest Side, c/o Alderman Marlene C. Carter, 1249 West 63rd Street, to close to traffic West 52nd Street between South Racine Avenue and South Loomis Street for the period of October 11 through October 12, 1986, from 10:00 A.M. to 10:00 P.M. each day, for recreational purposes only.

Alderman Carter 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 Carter, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN STREETER (17th Ward):

***Referred* -- PAYMENT OF SPECIAL POLICE LICENSE FEE BY
FIRST CORINTHIAN BAPTIST CHURCH IN COMPLIANCE
WITH CHICAGO MUNICIPAL CODE.**

A proposed ordinance requiring First Corinthian Baptist Church to pay a ten dollar license fee for each of 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):

**RECOGNITION EXTENDED TO MR. THOMAS STACK FOR
HIS EFFORTS WITH VIETNAM VETERANS.**

A proposed resolution reading as follows:

WHEREAS, Thomas Stack, a lifelong resident of the City of Chicago, who is a dedicated, unsung hero deserving of recognition for his endless efforts with Viet Nam Veterans; and

WHEREAS, Tom attended Saint Sabina Grammar School, Saint Leo High School, Loyola University, served the City of Chicago as a police officer and is presently a professor at Richard J. Daley College teaching criminal justice. Tom resides with his wife Nedra and their 3 children, Kristine, age 11, Kathryn, age 10, and Billy, age 9, in the Mount Greenwood Community on the southwest side of Chicago; and

WHEREAS, Tom Stack served his country honorably and with courage as a Sergeant in the 9th Infantry Division, a combat platoon stationed around the Mekong Delta region of Viet Nam from 1968-1969, where he received 3 Bronze Medals and 2 Silver Stars for valor; and

WHEREAS, Tom's courage continued as he began efforts to focus attention on the effects and suffering of the Viet Nam Veterans from Agent Orange, a chemical defoliant used in Viet Nam; and

WHEREAS, In 1985, Tom was Chairman of the P.O.W. Run for Freedom from Chicago to Springfield, organized to alert awareness of the plight of Americans still being held captive in Viet Nam; and

WHEREAS, On June 13, 1986, Tom Stack chaired and organized a "Welcome Home" Parade that will never be duplicated, to recognize the sacrifices made by thousands of Viet Nam Veterans and their families; and

WHEREAS, Tom Stack cajoled and begged to make Chicago's parade an unprecedented success attended by 300,000 observers and 200,000 men and women veterans representing every state in the Union; and

WHEREAS, Tom is presently the national spokesperson for M.I.A./P.O.W. and he will not relinquish his torch until 2500 Americans, including 104 from Illinois, still missing in action are accounted for; now, therefore,

Be It Resolved, That the Mayor and members of the Chicago City Council, gathered here this 6th day of October, 1986, do hereby salute Thomas Stack as a valiant and stalwart citizen of the City of Chicago and applaud his vigilant fortitude; and

Be It Further Resolved, That a suitable copy be prepared and presented to Thomas Stack.

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*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN W. DAVIS (27th Ward):

Referred -- EXEMPTION OF RUSH-PRESBYTERIAN-ST.
LUKE'S MEDICAL CENTER FROM ALL CITY
FEES FOR YEAR 1987.

A proposed ordinance to provide for exemption of all City fees for Rush- Presbyterian-St. Luke's Medical Center for the year 1987 due to not-for-profit status, which was *Referred to the Committee on Finance*.

Referred -- GRANT OF PRIVILEGE TO RUSH-PRESBYTERIAN-
ST. LUKE'S MEDICAL CENTER.

Also, a proposed ordinance granting permission and authority to Rush- Presbyterian-St. Luke's Medical Center, to construct, maintain and use a conduit four inches in diameter containing fiber optic cables to be used for in-house telecommunications purposes located adjacent to its premises at 1753 West Congress Parkway, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN D. DAVIS (29th Ward):

PERMISSION GRANTED TO HOLD SIDEWALK SALE AT
5618 WEST DIVISION STREET.

A proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to John Tolbert/Tolbert What-Nots, 5618 West Division Street, for the conduct of a sidewalk sale for the period of October 10 and October 11, 1986, from 8:00 o'clock A.M. to 7:00 o'clock P.M.

On motion of Alderman D. Davis, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

PORTION OF WEST HARRISON STREET CLOSED TO
VEHICULAR TRAFFIC FOR RECREATIONAL
PURPOSES.

Also, a proposed order reading as follows:

Ordered, That the Commissioner of Public Works is hereby authorized and directed to grant permission to the West Side Y.M.C.A./Mildred McClendon, 5080 West Harrison Street, to close to traffic West Harrison Street between South Cicero Avenue and South Laramie Avenue, on Saturday, October 11, 1986, from 8:30 A.M. to 1:30 P.M., for Women's Olympics.

On motion of Alderman D. Davis, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

PERMISSION GRANTED TO WESTSIDE Y.W.C.A. TO
HOLD WOMEN'S OLYMPICS ON PORTION OF
WEST HARRISON STREET.

Also, a proposed order reading as follows:

Ordered. That the Commissioner of Public Works is hereby authorized and directed to grant permission to Mildred McClendon/Westside Y.W.C.A., 5080 West Harrison Street, for the conduct of a Women's Olympics for the period of Saturday, October 11, 1986, 8:30 A.M. to 1:30 P.M. to prohibit vehicular traffic and C.T.A. traffic over the portion of streets affected as provided by said ordinance.

West Harrison Street (both sides)
in the Cicero 4800 west through
the Laramie 5200 west block.

On motion of Alderman D. Davis, the foregoing 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, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- GRANTING OF PERMISSION FOR OPERATION
OF NEWSSTAND AT CORNER OF WEST ROOSEVELT
ROAD AND SOUTH CENTRAL AVENUE.

Also, a proposed order to grant permission to Peter L. Vlahos for the operation of a newsstand on the northwest corner of West Roosevelt Road and South Central Avenue during the hours of 5:30 A.M. and 3:00 P.M. on Monday through Friday and during the hours of 6:00 A.M. and 10:00 A.M. on Saturday and Sunday in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN MELL (33rd Ward):

Referred-- CLOSURE OF SOUTH INNER DRIVE OF WEST LOGAN
BOULEVARD TO VEHICULAR TRAFFIC FOR
RECREATIONAL PURPOSES.

A proposed order for granting of permission to St. John Berchman Church to close to traffic the inner drive located on the south side of West Logan Boulevard between North Campbell Avenue and North Maplewood Avenue on October 4, 1986 from 6:30 P.M. to 1:00 A.M. and on October 5, 1986 from 4:30 P.M. to 11:00 P.M. for recreational purposes, which was *Referred to the Committee on Beautification and Recreation*.

Presented by

ALDERMAN KOTLARZ (35th Ward):

Referred-- ISSUANCE OF SIGN PERMIT FOR ERECTION OF
SIGN/SIGNBOARD AT 3300 WEST BELMONT AVENUE.

A proposed order for the issuance of a sign permit to Expressway Outdoor Advertising Incorporated for the erection of a sign/signboard at 3300 West Belmont Avenue for Kennedy Plaza Shopping Center, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN CULLERTON (38th Ward):

CONGRATULATIONS EXTENDED TO EAGLE SCOUT CHARLES M.
FELLER ON ACHIEVING RANK.

A proposed resolution reading as follows:

WHEREAS, Charles M. Feller has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor November 2, 1986; and

WHEREAS, Charles M. Feller, a member of Boy Scout Troop 815, Chicago Area Council, Saint Pascal's Parish, 6143 West Irving Park Road, Chicago, Illinois, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of October, 1986, A.D., do hereby offer our

congratulations to Charles M. Feller, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles M. Feller.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO EAGLE SCOUT PAUL F.
SWEENEY ON ACHIEVING RANK.

Also, a proposed resolution reading as follows:

WHEREAS, Paul F. Sweeney has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor November 2, 1986; and

WHEREAS, Paul F. Sweeney, a member of Boy Scout Troop 815, Chicago Area Council, Saint Pascal's Parish, 6143 West Irving Park Road, Chicago, Illinois, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of October, 1986, A.D., do hereby offer our congratulations to Paul F. Sweeney, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Paul F. Sweeney.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO EAGLE SCOUT MARK A.
WORCESTER ON ACHIEVING RANK.

Also, a proposed resolution reading as follows:

WHEREAS, Mark A. Worcester has deservedly earned and is being elevated to the rank of Eagle Scout at the Eagle Court of Honor November 2, 1986; and

WHEREAS, Mark A. Worcester, a member of Boy Scout Troop 815, Chicago Area Council, Saint Pascal's Parish, 6143 West Irving Park Road, Chicago, Illinois, has proven himself a constructive and contributing citizen and is a source of pride to his family, his friends and to this great City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of October, 1986, A.D., do hereby offer our congratulations to Mark A. Worcester, as well as our very best wishes to this fine citizen for a bright, happy, prosperous future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mark A. Worcester.

Alderman Cullerton 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 Cullerton, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN LAURINO (39th Ward):

CONGRATULATIONS EXTENDED TO SISTER MARY CHARLENE
ENDECAVAGE ON OCCASION OF HER INAUGURATION
AS PRESIDENT OF FELICIAN COLLEGE.

A proposed resolution reading as follows:

WHEREAS, The Administration of Felician College has announced that Sister Mary Charlene Endecavage will be inaugurated as the college's third president October 19, 1986; and

WHEREAS, Chartered by the State of Illinois in 1926, Felician College, 3800 West Peterson Avenue, has proven itself a vital and highly beneficial influence on Chicago's great Northwest Side; its presidents have been outstanding leaders and have shown total commitment to duty, the college and the community; and

WHEREAS, Possessing degrees from Mundelein College, Northeastern Illinois University, and a student in the doctoral program at Loyola University, Sister Charlene also attended Felician College, and will be the first president to have done so. Also in 1986, Sister Charlene celebrated her Silver Jubilee as a Felician Sister; and

WHEREAS, Sister Mary Charlene Endecavage, who is completing a book on the history of the Chicago Province of the Felician Sisters, has declared herself as dedicated "to help Felician College integrate the career-orientation and community service function of two-year colleges with education in the arts and human development"; and

WHEREAS, The leaders of this great City are cognizant of the surpassing examples of Felician College and its leaders; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 6th day of October, 1986, A.D., do hereby offer our congratulations to Sister Mary Charlene Endecavage on her inauguration as President of Felician College, and extend to this outstanding leader our very best wishes for many years of success and happiness; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sister Mary Charlene Endecavage.

Alderman Laurino 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 Laurino, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN O'CONNOR (40th Ward):

CONGRATULATIONS EXTENDED TO FATHER ROBERT
G. DAROW AND ENTIRE CONGREGATION
OF SAINT HILARY CHURCH ON
OCCASION OF ITS 60TH
ANNIVERSARY.

A proposed resolution reading as follows:

WHEREAS, St. Hilary Church at Bryn Mawr and California Avenues on the north side of Chicago was founded in April 1926 and served approximately 200 families who lived in the territory west of Western Avenue between Peterson and Foster Avenues, and

WHEREAS, A portable frame building was acquired from St. Timothy parish at 6330 North Washtenaw Avenue and Father O'Brien celebrated Mass for the first time in the portable building on May 9, 1926; and

WHEREAS, The new parish included the communities known as Budlong Woods, Peterson Woods and Arcadia Terrace; and

WHEREAS, St. Hilary School was opened in the fall of 1928 under the direction of the Benedictine Sisters from St. Scholastic Academy in Rogers Park; and

WHEREAS, In 1940 Father Thomas J. Burke directed the construction of a modern brick rectory at 5600 North Fairfield Avenue and a brick convent at 5626 North Fairfield; and

WHEREAS, In the mid-1950's the parish provided special facilities for blind children and St. Hilary was one of two Archdiocesan schools in Chicago to execute a program of education which involved blind and sighted children; and

WHEREAS, In August 1954 ground was broken at the northeast corner of Bryn Mawr and California for a new church and Samuel Cardinal Stritch dedicated St. Hilary Church on June 10, 1956; and

WHEREAS, On April 25, 1976, when St. Hilary parish celebrated its golden jubilee; parish membership numbered more than 1,700 families; and

WHEREAS, When the parish began in 1926, residents were characterized as a cosmopolitan group of Irish, Germans and Italians predominating; and

WHEREAS, The congregation has grown considerably since 1926 and now includes Filipinos, Koreans, Japanese, Chinese, Vietnamese and Cubans, along with many more families of European origin; and

WHEREAS, Father Robert G. Darow is the presiding Pastor of St. Hilary Church; and

WHEREAS, St. Hilary Church will hold its 60th Anniversary celebration on October 12, 1986; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered in a meeting this 6th day of October, A.D., 1986, do hereby offer our heartiest congratulations and best wishes to Father Darow and the entire congregation of St. Hilary Church on its 60th Anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to St. Hilary Church.

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

On motion of Alderman O'Connor, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN PUCINSKI (41st Ward):

**CONGRATULATIONS EXTENDED TO POLISH-AMERICAN
COMMUNITY FOR ORGANIZING POLISH-AMERICAN
HERITAGE MONTH.**

A proposed resolution reading as follows:

WHEREAS, The month of October has been designated by the United States Congress as Polish-American Heritage Month; and

WHEREAS, During the month of October exhibits and other manifestations will be assembled in schools to focus on the extraordinary history of Poland and her people; and

WHEREAS, For one thousand years the people of Poland have struggled for freedom and human dignity; and

WHEREAS, For more than 125 years Poland did not exist on the face of Europe because of her desire to adopt the same concept of freedom and human rights incorporated a few years earlier by the United States Continental Congress in the American Constitution; and

WHEREAS, Poland's despotic neighbors were not able to break the Polish spirit and in 1919 like the Phoenix, Poland rose again as a nation; and

WHEREAS, The Poles have made a significant contribution toward the building of America; and

WHEREAS, In 1619 a group of Polish immigrants, brought to America by Captain John Smith to work in the first factory on this continent, staged the first sit down strike not for more wages but for human rights and equal rights of citizenship; and

WHEREAS, Captain John Smith bestowed upon these brave Poles full rights of citizenship in the wake of the first movement for civil rights in America; and

WHEREAS, Countless number of Polish-Americans have contributed or fought for American freedom; and

WHEREAS, The annual Heritage Award Banquet to be held in Chicago on October 12 in the Grand Ballroom of the Chicago Hilton will honor Polish-Americans who have distinguished themselves and be the showcase of Polish-American Heritage Month; and

WHEREAS, Two outstanding industrialists and philanthropists, Chester Sawko and Walter Koziol will be presented the Heritage Award for excelling in their chosen field of endeavor; and

WHEREAS, Waldemar Horwat will receive the Youth Achievement Award for representing the United States and winning the Gold Medal in the International Math Olympics; and

WHEREAS, The Distinguished Service Award will be presented to the Polish Freedom Fighters who fought so valiantly in World War II and were not able to return to their native Poland after the War because of Soviet occupation of Poland; now, therefore,

Be It Resolved, That the Mayor and the City Council of Chicago hereby congratulate the Polish American community for organizing Polish American Heritage Month; and

Be It Further Resolved, That all agencies help in making October Polish Heritage Month a resounding success.

Alderman Pucinski 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 Pucinski, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Presented by

ALDERMAN NATARUS (42nd Ward):

COMMENDATIONS EXTENDED TO MR. TROY CARWELL, MR.
THOMAS BUNNS, AND MR. RAND GARBACZ FOR
THEIR COURAGEOUS ACTIONS.

A proposed resolution reading as follows:

WHEREAS, Mr. Rand Garbacz, an investment banker and former Airborne Ranger and member of the Special Forces, was attacked by a group of approximately twenty young males as he was walking down Elm Street at 7:45 P.M., on the first day of October, Nineteen Hundred and Eighty-six; and

WHEREAS, Mr. Rand Garbacz, bravely began to fight off his attackers even though outnumbered twenty to one; and

WHEREAS, Mr. Tom Bunns, doorman at the 1120 North Lake Shore Drive Apartments, came to the assistance of Mr. Rand Garbacz, which drove off the attackers; and

WHEREAS, Both Mr. Bunns and Mr. Garbacz pursued the group of youths by car to the 1120 North Lake Shore Drive Apartments where they came to the aid of Mr. Troy Carwell, doorman of the 1120 North Lake Shore Drive Apartments, who was the next victim of the group's attack; and

WHEREAS, Mr. Troy Carwell, Mr. Tom Bunns, and Mr. Rand Garbacz, courageously overcame the attackers despite overwhelming odds, even managing to detain three of the youths until police arrived; now, therefore,

Be It Resolved, That the Mayor and the members of the City Council of the City of Chicago assembled this 6th day of October, 1986, do hereby commend Mr. Troy Carwell, Mr. Tom Bunns, and Mr. Rand Garbacz on their valiant courage, bravery, and acts of outstanding citizenship; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mr. Troy Carwell, Mr. Tom Bunns, and Mr. Rand Garbacz.

Alderman Natarus 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 Natarus, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

CONGRATULATIONS EXTENDED TO THE NEWBERRY LIBRARY,
ITS OFFICERS AND MEMBERS, ON OCCASION OF THEIR
ONE HUNDREDTH ANNIVERSARY.

Also, a proposed resolution reading as follows:

WHEREAS, The Newberry Library has provided the City of Chicago with an abundance of valuable one-of-a-kind research treasures including the first edition of the King James Bible, the first english edition of *Moby Dick*, autographed scores of one of Chopin's Nocturnes, an autographed manuscript of Sherwood Anderson's *Winesburg, Ohio*, and much more; and

WHEREAS, The Newberry Library is a privately endowed research corporation, one of only fifteen in the entire United States; and

WHEREAS, The Newberry Library provides the City of Chicago with cultural events as well as continuing to be an unparalleled resource for history and the humanities including local and family history, American history, the Renaissance, dance, literature, and countless other areas; and

WHEREAS, On the fifth day of September, 1987, The Newberry Library will be celebrating its one hundredth anniversary; now, therefore,

Be It Resolved, By the Mayor and the members of the City Council of the City of Chicago assembled this sixth day of October, Nineteen Hundred and Eighty- six, do hereby congratulate The Newberry Library, its officers and members, on the occasion of their anniversary.

Alderman Natarus 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 Natarus, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schuler, Volini, Orr, Stone -- 50.

Nays -- None.

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

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION
OF IDENTIFICATION PYLON NEAR 142
EAST ONTARIO STREET.

Also, a proposed order authorizing the Commissioner of Public Works to issue the necessary permit to Barancik, Conte and Associates, Incorporated to install an identification pylon directly in the middle and approximately five feet north of the curb of the building

located at 142 East Ontario Street, which was *Referred to the Committee on Streets and Alleys*.

Referred -- ISSUANCE OF PERMIT FOR INSTALLATION OF
EXPOSED BLACK AGGREGATE CONCRETE PUBLIC
SIDEWALKS AND CURBING IN FRONT OF
142 EAST ONTARIO STREET.

Also, a proposed order authorizing the Commissioner of Public Works to issue the necessary permit to Barancik, Conte and Associates, Incorporated for the installation of exposed black aggregate concrete public sidewalks and curbing in front of the building known as 142 East Ontario Street, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN HANSEN (44th Ward):

COMMENDATIONS EXTENDED TO MEMBERS OF LAKE VIEW
CITIZENS' COUNCIL CENTURY CLUB FOR THEIR
COMMUNITY CONCERN AND COMMITMENT.

A proposed resolution reading as follows:

WHEREAS, Individual citizens, banding together in community councils, are working to improve the life of Chicago's neighborhoods; and

WHEREAS, For 35 years the citizens of Lake View have worked effectively for the betterment of their community through the Lake View Citizens' Council; and

WHEREAS, Individual members of the Lake View Citizens' Council, both residents and business people, have joined together in the Century Club to pledge substantial personal financial support for the Lake View Citizens' Council so that it can continue as a vital force for community improvement; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here on this 6th day of October, 1986, do hereby salute and commend the members of the Century Club of the Lake View Citizens' Council on their community concern and commitment and applaud them for their voluntary endeavor; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the members of the Century Club.

Alderman Hansen 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 Hansen, the foregoing proposed resolution was *Adopted*, by yeas and nays as follows:

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

CHICAGO BAHAI COMMUNITY LAUDED FOR THEIR
EFFORTS TOWARDS WORLD PEACE.

Also, a proposed resolution reading as follows:

WHEREAS, The need for world peace is one of the most pressing issues facing humanity; and

WHEREAS, The threat of war anywhere on this planet is a threat to the well- being of all people; and

WHEREAS, Peace and unity among peoples not only frees them from the destruction and oppression of war, but, furthermore enriches life through releasing human potentialities in greater measure; and

WHEREAS, For the first time in history, the dream of peace on earth is within the reach of the nations; and

WHEREAS, The abolition of war is not merely a matter of signing treaties, but a complex task that must remove racism, eliminate the inordinate disparity between rich and poor, curtail unbridled nationalism, eliminate religious strife, achieve equality between the sexes, provide universal education, and facilitate communication among all people; and

WHEREAS, This task requires the most serious commitment at international, national, and local levels of society; and

WHEREAS, Chicago has been the home of numerous groups working for world peace, among which is the Baha'i Community of Chicago; and

WHEREAS, The Chicago Baha'i community, established in 1896, as the first Baha'i Community in the western hemisphere, has brought an honored place for the City of Chicago in the hearts of millions of Baha'is from all nations and peoples; and

WHEREAS, "The Promise of World Peace," a statement by the Universal House of Justice, the supreme administrative body of the Baha'is of the world, addressed to the peoples of the world in eloquent fashion, delineates the essential pre-requisites of peace; and

WHEREAS, The world-wide Baha'i community has demonstrated its commitment to work for peace; now, therefore,

Be It Resolved. That we, the Mayor and members of the City Council of the City of Chicago, gathered here this sixth day of October, 1986, recognize the significance of the efforts for peace of the Baha'i community as embodied in "The Promise of World Peace"; and

Be It Further Resolved. That the City of Chicago, in cooperation with the many groups therein working for world peace, will strive to promote, encourage, and achieve these lofty ideals in order that it may become known throughout the world as a city of peace and unity; and

Be It Further Resolved. That a suitable copy of this resolution be prepared for presentation to the Spiritual Assembly of the Baha'is of Chicago.

Alderman Hansen 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 Hansen, seconded by Alderman Orbach, the foregoing proposed resolution was *Adopted* by a viva voce vote.

At this point in the proceedings, Alderman Hansen and the representatives from the Baha'i Community made an official presentation to the Mayor. The Executive Director of the Baha'i Community, Mr. Charles Nolley, addressed the Mayor and the members of the City Council, thanking them for the honor accorded them, and requesting everyone in the council chamber to reaffirm their commitment for world peace.

Presented by

**ALDERMAN HANSEN (44th Ward) and
ALDERMAN NATARUS (42nd Ward):**

Referred -- MUNICIPAL CODE CHAPTER 194A, ARTICLE
11.7-4(7) AMENDED CONCERNING FLOOR
AREA RATIOS IN SPECIFIED
RESIDENTIAL DISTRICTS.

A proposed ordinance to amend Chapter 194A, the Chicago Zoning Ordinance, by amending Article 11.7-4(7) by adding certain language therein in reference to floor area

ratios in R3, R4, and R5 General Residence Districts, which was *Referred to the Committee on Zoning*.

Presented by

ALDERMAN MC LAUGHLIN (45th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTER AT
INTERSECTION OF WEST IRVING PARK ROAD AND
NORTH LAVERGNE AVENUE.

A proposed ordinance for the installation of a bus passenger shelter at the intersection of West Irving Park Road and North Lavergne Avenue, which was *Referred to the Committee on Local Transportation*.

Referred -- GRANTING OF PERMISSION FOR OPERATION OF
NEWSSTAND AT CORNER OF WEST STRONG STREET
AND NORTH MARMORA AVENUE.

Also, a proposed order to grant permission to Mr. Charles Corrado for the operation of a newsstand on the southeast corner of West Strong Street and North Marmora Avenue on Sunday only from 8:00 A.M. to 1:00 P.M. in compliance with the Chicago Municipal Code, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN SCHULTER (47th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS AT
INTERSECTION OF NORTH LINCOLN AVENUE AND
WEST IRVING PARK ROAD.

A proposed ordinance for the installation of bus passenger shelters for southeast and northwest directions at the intersection of North Lincoln Avenue and West Irving Park Road, which was *Referred to the Committee on Local Transportation*.

Referred -- REQUEST FOR PERMISSION TO PLACE PLANTERS
ON PORTIONS OF NORTH LINCOLN AVENUE AND WEST
IRVING PARK ROAD.

Also, a proposed order for the granting of permission to the North Center Chamber of Commerce (Economic Development Sidewalk Amenities Program) to place planters on North Lincoln Avenue from West Grace Street to West Montrose Avenue and also on West Irving Park Road from North Ravenswood Avenue to North Oakley Avenue, which was *Referred to the Committee on Streets and Alleys*.

Presented by

ALDERMAN VOLINI (48th Ward):

Referred -- INSTALLATION OF BUS PASSENGER SHELTERS
ON PORTIONS OF NORTH SHERIDAN ROAD.

A proposed ordinance for the installation of bus passenger shelters at the following locations, which was *Referred to the Committee on Local Transportation*, as follows:

At the intersection of North Sheridan Road and West Bryn Mawr Avenue for southbound traffic;

At the intersection of North Sheridan Road and West Glenlake Avenue for northbound traffic;

At the intersection of North Sheridan Road and West Thorndale Avenue for northbound traffic.

**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 BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center -- for electrical work on the premises known as E. 65th Street at Lake Michigan.

BY ALDERMAN SOLIZ (25th Ward):

Catholic Archdiocese/St. Adalbert Church -- for renovation of existing structure and the installation of a canopy over the sidewalk on the premises located at 1650 W. 17th Street.

LICENSE FEE EXEMPTIONS:

BY ALDERMAN SMITH (28th Ward):

Saint Barnabas Urban Center, Inc., 4241 W. Washington Boulevard.

BY ALDERMAN O'CONNOR (40th Ward):

Covenant Home of Chicago, 2725 W. Foster Avenue.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Hospital, 7435 W. Talcott Avenue.

BY ALDERMAN SCHULTER (47th Ward):

Bethany Methodist Home, 5024 N. Ashland Avenue.

Bethany Methodist Hospital, 5025 N. Paulina Street.

Martha Washington Hospital, 4055 N. Western Avenue.

BY ALDERMAN ORR (49th Ward):

Augustana Center/Lutheran Social Services of Illinois, 7464 N. Sheridan Road.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN BLOOM (5th Ward):

Catholic Theological Union, 5401 S. Cornell Avenue -- building inspections.

Mc Cormick Theological Seminary, 1400 E. 57th Street -- elevator inspection.

St. Mary's Square Living Center of Chicago, Inc., 7270 S. South Shore Drive -- building inspection.

BY ALDERMAN GUTIERREZ (26th Ward):

New Light Drug Abuse Center, 2519 W. North Avenue -- building inspection.

Christian Evangelical Church, 2435 W. Division Street -- building inspection.

BY ALDERMAN KOTLARZ (35th Ward):

St. Joseph Home for the Aged, 2650 N. Ridgeway Avenue -- elevator inspection.

BY ALDERMAN PUCINSKI (41st Ward):

Resurrection Sisters Convent, 7432 W. Talcott Avenue -- elevator inspection.

BY ALDERMAN NATARUS (42nd Ward):

Quigley Preparatory Seminary, 103 E. Chestnut Street -- elevator inspection.

BY ALDERMAN MC LAUGHLIN (45th Ward):

Copernicus Civic Center, 5216 W. Lawrence Avenue -- elevator inspections.

BY ALDERMAN ORR (49th Ward):

Mundelein College/Wright Hall, 1025 N. Sheridan Road -- elevator inspection.

BY ALDERMAN STONE (50th Ward):

Misericordia North, 6300 N. Ridge Avenue -- elevator inspections.

REFUND OF FEE:

BY ALDERMAN BLOOM (5th Ward):

LaRabida Children's Hospital and Research Center, E. 65th Street at Lake Michigan --
Refund of Electrical Permit No. 708579 for the amount of \$30.00.

**APPROVAL OF JOURNAL
OF PROCEEDINGS.**

JOURNAL (September 8, 1986).

Alderman Bloom moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on September 8, 1986, as follows:

Page 33688 -- by deleting the words "(south side)" appearing on the sixth line from the bottom of the page and inserting the words "(east side)" in lieu thereof.

The motion to correct *Prevailed*.

JOURNAL (September 24, 1986).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on September 24, 1986 at 10:00 A.M., signed by him as such City Clerk.

Alderman Evans moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

**AUTHORITY GRANTED TO AMEND CHICAGO ZONING ORDINANCE
BY RECLASSIFYING PARTICULAR AREAS
SHOWN ON MAP 8-F.**

On motion of Alderman Gabinski, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of September 24, 1986, pages 34023-34025, recommending that the City Council pass proposed ordinances amending the Chicago Zoning Ordinance by reclassifying particular areas.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail and R3 General Residence Districts, symbols and indications, as shown on Map No. 8-F in the area bounded by

West 31st Street; South Emerald Avenue; a line 200 feet south of and parallel to West 31st Street; the alley next west of and parallel to South Emerald Avenue; a line 100 feet south of and parallel to West 31st Street; South Halsted Street; and West 31st Street,

to those of a B2-1 Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

Reclassification of Area Shown on Map No. 8-F.

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-2 Local Retail District symbols and indications as shown on Map No. 8-F in the area bounded by

a line 100 feet south of and parallel to West 31st Street; the alley next east of and parallel to South Halsted Street; a line 125 feet south of and parallel to West 31st Street; and South Halsted Street,

to those of a B2-1, Restricted Retail District, and a corresponding use district is hereby established in the area above described.

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

MISCELLANEOUS BUSINESS.

**TIMES FIXED FOR NEXT REGULAR MEETINGS OF CITY
COUNCIL AND FOR PUBLIC HEARING ON 1987
BUDGET DOCUMENT.**

By unanimous consent, Alderman Evans thereupon presented two proposed ordinances setting the times for the next two regular meetings of the City Council and a proposed resolution setting the time for a public hearing on the 1987 Budget Document.

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

Yeas -- Aldermen Roti, Rush, Tillman, Evans, Bloom, Sawyer, Beavers, Humes, Hutchinson, Vrdolyak, Huels, Majerczyk, Madrzyk, Burke, Carter, Langford, Streeter, Kellam, Sheahan, Kelley, Sherman, Garcia, Krystyniak, Henry, Soliz, Gutierrez, W. Davis, Smith, D. Davis, Hagopian, Santiago, Gabinski, Mell, Frost, Kotlarz, Banks, Giles, Cullerton, Laurino, O'Connor, Pucinski, Natarus, Oberman, Hansen, McLaughlin, Orbach, Schulter, Volini, Orr, Stone -- 50.

Nays -- None.

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

The following are said ordinances and resolution as passed (the italic heading in each case not being a part of the ordinance or resolution):

City Council Meeting
(October 15, 1986).

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Monday the sixth (6th) day of October, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the fifteenth (15th) day of October, 1986, at 10:00 A.M. in the Council Chamber in City Hall.

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

City Council Meeting
(October 27, 1986).

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

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday the fifteenth (15th) day of October, 1986, at 10:00 A.M., be and the same is hereby fixed to be held on Monday, the twenty-seventh (27th) day of October, 1986, at 10:00 A.M., in the Council Chamber in City Hall.

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

Public Hearing on 1987 Budget Document
(October 27, 1986).

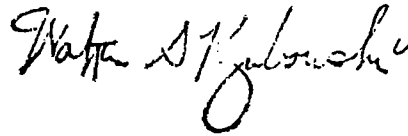
WHEREAS, It is provided by law that at least one (1) public hearing shall be held by the Corporate Authorities on the Budget Document not less than one (1) week after the publication thereof and prior to final action thereon and that notice of such hearing shall be given by publication in newspapers having general circulation in the City of Chicago at least one week prior to the time of such public hearing; now, therefore,

Be It Resolved, That the public hearing on the Budget Document for the fiscal year beginning January 1, 1987 and ending December 31, 1987, to be submitted by the Mayor and published in a form of pamphlet, be held by the City Council at 11:00 A.M. on Monday, October 27, 1986, in the Council Chamber in the City Hall; and the City Clerk is hereby

directed to cause a notice of such public hearing to be published in newspapers having general circulation in the City of Chicago at least one (1) week prior to the time of such public hearing.

Adjournment.

Thereupon, Alderman Evans moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 15, 1986, at 10:00 A.M. in the Council Chamber in City Hall.



WALTER S. KOZUBOWSKI,
City Clerk.