



Rep. Michael J. Madigan

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09600SB3215ham002

LRB096 17986 RLJ 41752 a

1 AMENDMENT TO SENATE BILL 3215

2 AMENDMENT NO. \_\_\_\_\_. Amend Senate Bill 3215 by replacing  
3 everything after the enacting clause with the following:

4 "Section 5. If and only if Senate Bill 28 (as enrolled) of  
5 the 96th General Assembly becomes law, the Metropolitan Pier  
6 and Exposition Authority Act is amended by changing Sections  
7 5.4, 5.6, 14.2, 14.5, and 25.4 as follows:

8 (70 ILCS 210/5.4)

9 Sec. 5.4. Exhibitor rights and work rule reforms.

10 (a) Legislative findings.

11 (1) The Authority is a political subdivision of the  
12 State of Illinois subject to the plenary authority of the  
13 General Assembly and was created for the benefit of the  
14 general public to promote business, industry, commerce,  
15 and tourism within the City of Chicago and the State of

1 Illinois.

2 (2) The Authority owns and operates McCormick Place and  
3 Navy Pier, which have collectively 2.8 million square feet  
4 of exhibit hall space, 700,000 square feet of meeting room  
5 space.

6 (3) The Authority is a vital economic engine that  
7 annually generates 65,000 jobs and \$8 billion of economic  
8 activity for the State of Illinois through the trade shows,  
9 conventions, and other meetings held and attended at  
10 McCormick Place and Navy Pier.

11 (4) The Authority supports the operation of McCormick  
12 Place and Navy Pier through not only fees on the rental of  
13 exhibit and meeting room space, electrical and utility  
14 service, food and beverage services, and parking, but also  
15 hotel room rates paid by persons staying at the  
16 Authority-owned hotel.

17 (5) The Authority has a compelling and proprietary  
18 interest in the success, competitiveness, and continued  
19 viability of McCormick Place and Navy Pier as the owner and  
20 operator of the convention facilities and its obligation to  
21 ensure that these facilities produce sufficient operating  
22 revenues.

23 (6) The Authority's convention facilities were  
24 constructed and renovated through the issuance of public  
25 bonds that are directly repaid by State hotel, auto rental,  
26 food and beverage, and airport and departure taxes paid

1 principally by persons who attend, work at, exhibit, and  
2 provide goods and services to conventions, shows,  
3 exhibitions, and meetings at McCormick Place and Navy Pier.

4 (7) State law also dedicates State occupation and use  
5 tax revenues to fulfill debt service obligations on these  
6 bonds should State hotel, auto rental, food and beverage,  
7 and airport and departure taxes fail to generate sufficient  
8 revenue.

9 (8) Through fiscal year 2010, \$55 million in State  
10 occupation and use taxes will have been allocated to make  
11 debt service payments on the Authority's bonds due to  
12 shortfalls in State hotel, auto rental, food and beverage,  
13 and airport and departure taxes. These shortfalls are  
14 expected to continue in future fiscal years and would  
15 require the annual dedication of approximately \$40 million  
16 in State occupation and use taxes to fulfill debt service  
17 payments.

18 (9) In 2009, managers of the International Plastics  
19 Showcase announced that 2009 was the last year they would  
20 host their exhibition at McCormick Place, as they had since  
21 1971, because union labor work rules and electric and food  
22 service costs make it uneconomical for the show managers  
23 and exhibitors to use McCormick Place as a convention venue  
24 as compared to convention facilities in Orlando, Florida  
25 and Las Vegas, Nevada. The exhibition used over 740,000  
26 square feet of exhibit space, attracted over 43,000

1 attendees, generated \$4.8 million of revenues to McCormick  
2 Place, and raised over \$200,000 in taxes to pay debt  
3 service on convention facility bonds.

4 (10) After the International Plastics Showcase  
5 exhibition announced its departure, other conventions and  
6 exhibitions managers and exhibitors also stated that they  
7 would not return to McCormick Place and Navy Pier for the  
8 same reasons cited by the International Plastics Showcase  
9 exhibition. In addition, still other managers and  
10 exhibitors stated that they would not select McCormick  
11 Place as a convention venue unless the union labor work  
12 rules and electrical and food service costs were made  
13 competitive with those in Orlando and Las Vegas.

14 (11) The General Assembly created the Joint Committee  
15 on the Metropolitan Pier and Exposition Authority to  
16 conduct hearings and obtain facts to determine how union  
17 labor work rules and electrical and food service costs make  
18 McCormick Place and Navy Pier uneconomical as a convention  
19 venue.

20 (12) Witness testimony and fact-gathering revealed  
21 that while the skilled labor provided by trade unions at  
22 McCormick Place and Navy Pier is second to none and is  
23 actually "exported" to work on conventions and exhibitions  
24 held in Orlando and Las Vegas, restrictive work rules on  
25 the activities show exhibitors may perform present  
26 exhibitors and show managers with an uninviting atmosphere

1 and result in significantly higher costs than competing  
2 convention facilities.

3 (13) Witness testimony and fact-gathering also  
4 revealed that the mark-up on electrical and food service  
5 imposed by the Authority to generate operating revenue for  
6 McCormick Place and Navy Pier also substantially increased  
7 exhibitor and show organizer costs to the point of excess  
8 when compared to competing convention facilities.

9 (14) Witness testimony and fact-gathering further  
10 revealed that the additional departure of conventions,  
11 exhibitions, and trade shows from Authority facilities  
12 threatens the continued economic viability of these  
13 facilities and the stability of sufficient tax revenues  
14 necessary to support debt service.

15 (15) In order to safeguard the Authority's and State of  
16 Illinois' shared compelling and proprietary interests in  
17 McCormick Place and Navy Pier and in response to local  
18 economic needs, the provisions contained in this Section  
19 set forth mandated changes and reforms to restore and  
20 ensure that (i) the Authority's facilities remain  
21 economically competitive with other convention venues and  
22 (ii) conventions, exhibitions, trade shows, and other  
23 meetings are attracted to and retained at Authority  
24 facilities by producing an exhibitor-friendly environment  
25 and by reducing costs for exhibitors and show managers.

26 (16) The provisions set forth in this Section are

1 reasonable, necessary, and narrowly tailored to safeguard  
2 the Authority's and State of Illinois' shared and  
3 compelling proprietary interests and respond to local  
4 economic needs as compared to the available alternative set  
5 forth in House Bill 4900 of the 96th General Assembly and  
6 proposals submitted to the Joint Committee on the  
7 Metropolitan Pier and Exposition Authority. Action by the  
8 State offers the only comprehensive means to remedy the  
9 circumstances set forth in these findings, despite the  
10 concerted and laudable voluntary efforts of the Authority,  
11 labor unions, show contractors, show managers, and  
12 exhibitors.

13 (b) Definitions. As used in this Section:

14 "Booth" means the demarcated exhibit space of an  
15 exhibitor on Authority premises.

16 "Contractor" or "show contractor" means any person who  
17 contracts with the Authority, an exhibitor, or with the  
18 manager of a show to provide any services related to  
19 drayage, rigging, carpentry, decorating, electrical,  
20 maintenance, mechanical, and food and beverage services or  
21 related trades and duties for shows on Authority premises.

22 "Exhibitor" or "show exhibitor" means any person who  
23 contracts with the Authority or with a manager or  
24 contractor of a show held or to be held on Authority  
25 premises.

1           "Exhibitor employee" means any person who has been  
2 employed by the exhibitor as a full-time employee for a  
3 minimum of 6 months before the show's opening date.

4           "Hand tools" means cordless tools, power tools, and  
5 other tools as determined by the Authority.

6           "Licensee" means any entity that uses the Authority's  
7 premises.

8           "Manager" or "show manager" means any person that owns  
9 or manages a show held or to be held on Authority premises.

10           "Personally owned vehicles" means the vehicles owned  
11 by show exhibitors or the show management, excluding  
12 commercially registered trucks, vans, and other vehicles  
13 as determined by the Authority.

14           "Premises" means grounds, buildings, and facilities of  
15 the Authority.

16           "Show" means a convention, exposition, trade show,  
17 event, or meeting held on Authority premises by a show  
18 manager or show contractor on behalf of a show manager.

19           "Union employees" means workers represented by a labor  
20 organization, as defined in the National Labor Relations  
21 Act, providing skilled labor services to exhibitors, a show  
22 manager, or a show contractor on Authority premises.

23 (c) Exhibitor rights.

24           In order to control costs, increase the  
25 competitiveness, and promote and provide for the economic

1 stability of Authority premises, all Authority contracts  
2 with exhibitors, contractors, and managers shall include  
3 the following minimum terms and conditions:

4 (1) Consistent with safety and the skills and training  
5 necessary to perform the task, as determined by the  
6 Authority, an exhibitor and exhibitor employees are  
7 permitted in a booth of any size with the use of the  
8 exhibitor's ladders and hand tools to:

9 (i) set-up and dismantle exhibits displayed on  
10 Authority premises;

11 (ii) assemble and disassemble materials,  
12 machinery, or equipment on Authority premises; and

13 (iii) install all signs, graphics, props,  
14 balloons, other decorative items, and the exhibitor's  
15 own drapery, including the skirting of exhibitor  
16 tables, on the Authority's premises.

17 (2) An exhibitor and exhibitor employees are permitted  
18 in a booth of any size to deliver, set-up, plug in,  
19 interconnect, and operate an exhibitor's electrical  
20 equipment, computers, audio-visual devices, and other  
21 equipment.

22 (3) An exhibitor and exhibitor employees are permitted  
23 in a booth of any size to skid, position, and re-skid all  
24 exhibitor material, machinery, and equipment on Authority  
25 premises.

26 (4) An exhibitor and exhibitor employees are



1 prohibited at any time from using scooters, forklifts,  
2 pallet jacks, condors, scissors lifts, motorized dollies,  
3 or similar motorized or hydraulic equipment on Authority  
4 premises.

5 (5) The Authority shall designate areas, in its  
6 discretion, where exhibitors may unload and load exhibitor  
7 materials from privately owned vehicles at Authority  
8 premises with the use of non-motorized hand trucks and  
9 dollies.

10 (6) On Monday through Friday for any consecutive 8-hour  
11 period during the hours of 6:00 a.m. and 10:00 p.m., union  
12 employees on Authority premises shall be paid  
13 straight-time hourly wages plus fringe benefits. Union  
14 employees shall be paid straight-time and a half hourly  
15 wages plus fringe benefits for labor services provided  
16 after any consecutive 8-hour period; provided, however,  
17 that between the hours of midnight and 6:00 a.m. union  
18 employees shall be paid double straight-time wages plus  
19 fringe benefits for labor services.

20 (7) On Monday through Friday for any consecutive 8-hour  
21 period during the hours of 6:00 a.m. and 10:00 p.m., a show  
22 manager or contractor shall charge an exhibitor only for  
23 labor services provided by union employees on Authority  
24 premises based on straight-time hourly wages plus fringe  
25 benefits along with a reasonable mark-up. After any  
26 consecutive 8-hour period, a show manager or contractor

1 shall charge an exhibitor only for labor services provided  
2 by union employees based on straight-time and a half hourly  
3 wages plus fringe benefits along with a reasonable mark-up;  
4 provided, however, that between the hours of midnight and  
5 6:00 a.m. a show manager or contractor shall charge an  
6 exhibitor only for labor services provided by union  
7 employees based on double straight-time wages plus fringe  
8 benefits along with a reasonable mark-up.

9 (8) On Saturdays for any consecutive 8-hour period,  
10 union employees on Authority premises shall be paid  
11 straight-time and a half hourly wages plus fringe benefits.  
12 After any consecutive 8-hour period, union employees on  
13 Authority premises shall be paid double straight-time  
14 hourly wages plus fringe benefits; provided, however, that  
15 between the hours of midnight and 6:00 a.m. union employees  
16 shall be paid double straight-time wages plus fringe  
17 benefits for labor services.

18 (9) On Saturdays for any consecutive 8-hour period, a  
19 show manager or contractor shall charge an exhibitor only  
20 for labor services provided by union employees on Authority  
21 premises based on straight-time and a half hourly wages  
22 plus fringe benefits along with a reasonable mark-up. After  
23 any consecutive 8-hour period, a show manager or contractor  
24 shall charge an exhibitor only for labor services provided  
25 by union employees based on double straight-time hourly  
26 wages plus fringe benefits along with a reasonable mark-up;

1 provided, however, that between the hours of midnight and  
2 6:00 a.m. a show manager or contractor shall charge an  
3 exhibitor only for labor services provided by union  
4 employees based on double straight-time wages plus fringe  
5 benefits along with a reasonable mark-up.

6 (10) On Sundays and on State and federal holidays,  
7 union employees on Authority premises shall be paid double  
8 straight-time hourly wages plus fringe benefits.

9 (11) On Sundays and on State and federal holidays, a  
10 show manager or contractor shall charge an exhibitor only  
11 for labor services provided by union employees on Authority  
12 premises based on double straight-time hourly wages plus  
13 fringe benefits along with a reasonable mark-up.

14 (12) The Authority has the power to determine, after  
15 consultation with the Advisory Council, the work  
16 jurisdiction and scope of work of union employees on  
17 Authority premises during the move-in, move-out, and run of  
18 a show, provided that any affected labor organization may  
19 contest the Authority's determination through a binding  
20 decision of an independent, third-party arbitrator. When  
21 making the determination, the Authority or arbitrator, as  
22 the case may be, shall consider the training and skills  
23 required to perform the task, past practices on Authority  
24 premises, safety, and the need for efficiency and exhibitor  
25 satisfaction. These factors shall be considered in their  
26 totality and not in isolation. Nothing in this item permits

1 the Authority to eliminate any labor organization  
2 representing union employees that provide labor services  
3 on the move-in, move-out, and run of the show as of the  
4 effective date of this amendatory Act of the 96th General  
5 Assembly.

6 (13) During the run of a show, all stewards of union  
7 employees shall be working stewards. Subject to the  
8 discretion of the Authority, no more than one working  
9 steward per labor organization representing union  
10 employees providing labor services on Authority premises  
11 shall be used per building and per show.

12 (14) An exhibitor or show manager may request by name  
13 specific union employees to provide labor services on  
14 Authority premises consistent with all State and federal  
15 laws. Union employees requested by an exhibitor shall take  
16 priority over union employees requested by a show manager.

17 (15) A show manager or show contractor on behalf of a  
18 show manager may retain an electrical contractor approved  
19 by the Authority or Authority-provisioned electrical  
20 services to provide electrical services on the premises. If  
21 a show manager or show contractor on behalf of a show  
22 manager retains Authority-provisioned electrical services,  
23 then the Authority shall offer these services at a rate not  
24 to exceed the cost of providing those services.

25 (16) Crew sizes for any task or operation shall not  
26 exceed 2 persons unless, after consultation with the

1       Advisory Council, the Authority determines otherwise based  
2       on the task, skills, and training required to perform the  
3       task and on safety.

4           (17) An exhibitor may bring food and beverages on the  
5       premises of the Authority for personal consumption.

6           (18) Show managers and contractors shall comply with  
7       any audit performed under subsection (e) of this Section.

8           (19) A show manager or contractor shall charge an  
9       exhibitor only for labor services provided by union  
10       employees on Authority premises on a minimum half-hour  
11       basis.

12       The Authority has the power to implement, enforce, and  
13       administer the exhibitor rights set forth in this subsection,  
14       including the promulgation of rules. The Authority also has the  
15       power to determine violations of this subsection and implement  
16       appropriate remedies, including, but not limited to, barring  
17       violators from Authority premises.

18       (d) Advisory Council.

19           (1) An Advisory Council is hereby established to ensure  
20       an active and productive dialogue between all affected  
21       stakeholders to ensure exhibitor satisfaction for  
22       conventions, exhibitions, trade shows, and meetings held  
23       on Authority premises.

24           (2) The composition of the Council shall be determined  
25       by the Authority consistent with its existing practice for

1 labor-management relations.

2 (3) The Council shall hold meetings no less than once  
3 every 90 days.

4 (e) Audit of exhibitor rights.

5 The Authority shall retain the services of a person to  
6 complete, at least twice per calendar year, a financial  
7 statement audit and compliance attestation examination to  
8 determine and verify that the exhibitor rights set forth in  
9 this Section have produced cost reductions for exhibitors and  
10 those cost reductions have been fairly passed along to  
11 exhibitors. The financial statement audit shall be performed in  
12 accordance with generally accepted auditing standards. The  
13 compliance attestation examination shall be (i) performed in  
14 accordance with attestation standards established by the  
15 American Institute of Certified Public Accountants and shall  
16 examine the compliance with the requirements set forth in this  
17 Section and (ii) conducted by a licensed public accounting  
18 firm, selected by the Authority from a list of firms  
19 prequalified to do business with the Illinois Auditor General.  
20 Upon request, a show contractor or manager shall provide the  
21 Authority or person retained to provide auditing services with  
22 any information and other documentation reasonably necessary  
23 to perform the obligations set forth in this subsection. Upon  
24 completion, the report shall be submitted to the Authority and  
25 made publicly available on the Authority's website.

1 (f) Exhibitor service reforms. The Authority shall make every  
2 effort to substantially reduce exhibitor's costs for  
3 participating in shows.

4 (1) Any contract to provide food or beverage services  
5 in the buildings and facilities of the Authority, except  
6 Navy Pier, shall be provided at a rate not to exceed the  
7 cost established in the contract. The Board shall  
8 periodically review all food and beverage contracts.

9 (2) A department or unit of the Authority shall not  
10 serve as the exclusive provider of electrical services.

11 (3) Exhibitors shall receive a detailed statement of  
12 all costs associated with utility services, including the  
13 cost of labor, equipment, and materials.

14 (g) Severability. If any provision of this Section or its  
15 application to any person or circumstance is held invalid, the  
16 invalidity of that provision or application does not affect  
17 other provisions or applications of this Section that can be  
18 given effect without the invalid provision or application.

19 (Source: 09600SB0028enr.)

20 (70 ILCS 210/5.6)

21 Sec. 5.6. Marketing agreement.

22 (a) The Authority shall enter into a marketing agreement  
23 with a not-for-profit organization headquartered in Chicago

1 and recognized by the Department of Commerce and Economic  
2 Opportunity as a certified local tourism and convention bureau  
3 entitled to receive State tourism grant funds, provided the  
4 bylaws of the organization establish a board of the  
5 organization that is comprised of 25 members serving 3-year  
6 staggered terms, including the following:

7 (1) a Chair of the board of the organization appointed  
8 by the Mayor of the City of Chicago from among the business  
9 and civic leaders of Chicago who are not engaged in the  
10 hospitality business or who have not served as a member of  
11 the Board or as chief executive officer of the Authority;

12 (2) the chairperson of the interim board or Board of  
13 the Authority, or his or her designee;

14 (3) no more than 5 members from the hotel industry;

15 (4) no more than 2 members from the restaurant ~~or~~  
16 ~~attractions~~ industry;

17 (5) no more than 2 members employed by or representing  
18 an entity responsible for a trade show;

19 (6) no more than 2 members representing unions; ~~and~~

20 (7) no more than 2 members from the attractions  
21 industry; and

22 (8) ~~(7)~~ the Director of the Illinois Department of  
23 Commerce and Economic Opportunity, ex officio.

24 Persons with a real or apparent conflict of interest shall  
25 not be appointed to the board. Members of the board of the  
26 organization shall not serve more than 2 terms. The bylaws



1 shall require the following: (i) that the Chair of the  
2 organization name no less than 5 and no more than 9 members to  
3 the Executive Committee of the organization, one of whom must  
4 be the chairperson of the interim board or Board of the  
5 Authority, and (ii) a provision concerning conflict of interest  
6 and a requirement that a member abstain from participating in  
7 board action if there is a threat to the independence of  
8 judgment created by any conflict of interest or if  
9 participation is likely to have a negative effect on public  
10 confidence in the integrity of the board.

11 (b) The Authority shall notify the Department of Revenue  
12 within 10 days after entering into a contract pursuant to this  
13 Section.

14 (Source: 09600SB0028enr.)

15 (70 ILCS 210/14.2)

16 Sec. 14.2. Ethical conduct.

17 (a) The Trustee, members of the interim board, members of  
18 the Board, and all employees of the Authority shall comply with  
19 the provisions of the Illinois Governmental Ethics Act and  
20 carry out duties and responsibilities in a manner that  
21 preserves the public trust and confidence in the Authority. The  
22 Trustee, members of the interim board, members of the Board,  
23 and all employees of the Authority, including the spouse and  
24 immediate family members of such person shall not:

25 (1) use or attempt to use their position to secure or

1 attempt to secure any privilege, advantage, favor, or  
2 influence for himself or herself or others;

3 (2) accept for personal use any gift, gratuity,  
4 service, compensation, travel, lodging, or thing of value,  
5 with the exception of unsolicited items of an incidental  
6 nature, from any person, corporation, or entity doing  
7 business with the Authority;

8 (3) hold or pursue employment, office, position,  
9 business, or occupation that may conflict with his or her  
10 official duties;

11 (4) influence any person or corporation doing business  
12 with the Authority to hire or contract with any person or  
13 corporation for any compensated work;

14 (5) engage in any activity that constitutes a conflict  
15 of interest; or

16 (6) have a financial interest, directly or indirectly,  
17 in any contract or subcontract for the performance of any  
18 work for the Authority or a party to a contract with the  
19 Authority, except this does not apply to an interest in any  
20 such entity through an indirect means, such as through a  
21 mutual fund.

22 (b) The Board shall develop an annual ethics training  
23 program for members of the Board and all employees of the  
24 Authority.

25 (c) No Trustee, member on the interim board, Board, or an  
26 employee of the Authority, or spouse or immediate family member

1 living with such person, shall, within a period of one year  
2 immediately after termination of service or employment,  
3 knowingly accept employment or receive compensation or fees for  
4 services from a person or entity if the Trustee, member, or  
5 employee participated personally or substantially in the award  
6 of a contract to that person or entity or in making a licensing  
7 decision with regard to that person or entity. Nothing in this  
8 amendatory Act of the 96th General Assembly shall preclude an  
9 employee of the Authority from accepting employment from the  
10 private manager contracted to operate the Authority, provided  
11 the employee did not participate personally or substantially in  
12 the award of the contract to the private manager.

13 (d) Notwithstanding any other provision of this Act, the  
14 Authority shall not enter into an agreement for consulting  
15 services with or provide compensation or fees for consulting  
16 services to the chief executive officer on April 1, 2010, a  
17 member of the interim board on April 1, 2010, or any member of  
18 the interim board or Board appointed on or after the effective  
19 date of this amendatory Act of the 96th General Assembly.

20 (Source: 09600SB0028enr.)

21 (70 ILCS 210/14.5)

22 Sec. 14.5. Trustee of the Authority.

23 (a) Beginning on the effective date of this amendatory Act  
24 of the 96th General Assembly, the Authority shall be governed  
25 by a Trustee for a term of 18 months or until the Board created

1 in this amendatory Act of the 96th General Assembly appoints a  
2 chief executive officer, whichever is longer. ~~The James Reilly~~  
3 ~~shall serve as the~~ Trustee of the Authority shall immediately  
4 ~~and~~ assume all duties and powers of the Board and the chief  
5 executive officer. The Trustee shall take all actions necessary  
6 to carry into effect the provisions of this Act and this  
7 amendatory Act of the 96th General Assembly. The Trustee shall  
8 receive an annual salary equal to the current salary of the  
9 chief executive officer, minus 5%.

10 As provided in Senate Bill 28 of the 96th General Assembly,  
11 the Trustee of the Authority is James Reilly, who served as the  
12 Chief Operating Officer of the Authority from 1989 to 1999,  
13 served as the Chief Operating Officer of the Chicago Convention  
14 and Tourism Bureau from 1999 to 2004, and served as Chairman of  
15 the Regional Transportation Authority Board. James Reilly may  
16 be removed as Trustee only by a joint resolution of the General  
17 Assembly approved by a majority of members elected to each  
18 chamber; and the General Assembly shall thereupon notify the  
19 Governor, Trustee, and interim board upon the adoption of a  
20 joint resolution creating a vacancy in the position of Trustee  
21 of the Authority.

22 (a-5) In the case of a vacancy in the office of Trustee of  
23 the Authority, the Governor, with the advice and consent of the  
24 Senate, shall appoint a Trustee within 5 calendar days. If the  
25 vacancy occurs during a recess of the Senate, the Governor  
26 shall make a temporary appointment within 5 calendar days and

1 the person shall serve until the next meeting of the Senate,  
2 when the Governor shall nominate some person to fill the office  
3 of Trustee. Any person so nominated who is confirmed by the  
4 Senate shall hold the office of Trustee during the remainder of  
5 the term as provided for in this Section.

6 Any Trustee of the Authority appointed by the Governor,  
7 with the advice and consent of the Senate, shall be subject to  
8 the Governor's removal power provided for under Section 10 of  
9 Article V of the Illinois Constitution.

10 (a-10) If the Trustee of the Authority, or the guardian of  
11 his or her estate and person, notifies the Governor that he or  
12 she is unable to perform the duties vested by law in the  
13 Trustee, then the Governor may designate some person as acting  
14 Trustee to execute and discharge those duties. When the Trustee  
15 of the Authority is prepared to resume his or her duties, he or  
16 she, or the guardian of his or her estate and person, shall do  
17 so by notifying the Governor.

18 (b) It shall be the duty of the Trustee:

19 (1) to ensure the proper administration of the  
20 Authority;

21 (2) to submit to the interim board monthly reports  
22 detailing actions taken and the general status of the  
23 Authority;

24 (3) to report to the General Assembly and Governor no  
25 later than January 1, 2011, whether Navy Pier should remain  
26 within the control of the Authority or serve as an entity

1 independent from the Authority;

2 (4) to enter into an agreement with a contractor or  
3 private manager to operate the buildings and facilities of  
4 the Authority, provided that the agreement is procured  
5 using a request for proposal process in accordance with a  
6 ~~manner substantially similar to~~ the Illinois Procurement  
7 Code;

8 (5) to enter into any agreements to license naming  
9 rights of any building or facility of the Authority,  
10 provided the Trustee determines such an agreement is in the  
11 best interest of the Authority;

12 (6) to ensure the proper implementation,  
13 administration, and enforcement of Section 5.4 of this Act;  
14 and

15 (7) to ensure that any contract of the Authority to  
16 provide food or beverage in the buildings and facilities of  
17 the Authority, except Navy Pier, shall be provided at a  
18 rate not to exceed the cost established in the contract.

19 (c) The Trustee shall notify the interim board prior to  
20 entering into an agreement for a term of more than 24 months or  
21 with a total value in excess of \$100,000. Notification shall  
22 include the purpose of the agreement, a description of the  
23 agreement, disclosure of parties to the agreement, and the  
24 total value of the agreement. Within 10 days after receiving  
25 notice, the interim board may prohibit the Trustee from  
26 entering into the agreement by a resolution approved by at

1 least 5 members of the interim board. The interim board may  
2 veto any other action of the Trustee by a resolution approved  
3 by at least 5 members of the interim board, provided that the  
4 resolution is adopted within 30 days after the action.

5 (d) Any provision of this Act that requires approval by the  
6 Chair of the Board or at least the approval of a majority of  
7 the Board shall be deemed approved if the Trustee approves the  
8 action, subject to the restrictions in subsection (c).

9 (Source: 09600SB0028enr.)

10 (70 ILCS 210/25.4)

11 Sec. 25.4. Contracts for professional services.

12 (a) When the Authority proposes to enter into a contract or  
13 agreement for professional services, other than the marketing  
14 agreement required in Section 5.6, the Authority shall use a  
15 request for proposal process in accordance with ~~a manner~~  
16 ~~substantially similar to~~ the Illinois Procurement Code.

17 (b) Any person that submits a response to a request for  
18 proposals under this Section shall disclose in the response the  
19 name of each individual having a beneficial interest directly  
20 or indirectly of more than 7 1/2% in such person and, if such  
21 person is a corporation, the names of each of its officers and  
22 directors. The person shall notify the Board of any changes in  
23 its ownership or its officers or directors at the time such  
24 changes occur if the change occurs during the pendency of a  
25 proposal or a contract.

1           (c) All contracts and agreements under this Section shall  
2 be authorized and approved by the Board and shall be set forth  
3 in a writing executed by the contractor and the Authority. No  
4 payment shall be made under this Section until a written  
5 contract or agreement shall be so authorized, approved, and  
6 executed. A copy of each contract or agreement (whether or not  
7 exempted under this Section) and the response, if any, to the  
8 request for proposals upon which the contract was awarded must  
9 be filed with the Secretary of the Authority and is required to  
10 be open for public inspection.

11           (d) This Section applies to (i) contracts in excess of  
12 \$25,000 for professional services provided to the Authority,  
13 including the services of accountants, architects, attorneys,  
14 engineers, physicians, superintendents of construction,  
15 financial advisors, bond trustees, and other similar  
16 professionals possessing a high degree of skill and (ii)  
17 contracts or bond purchase agreements in excess of \$10,000 with  
18 underwriters or investment bankers with respect to sale of the  
19 Authority's bonds under this Act. This Section shall not apply  
20 to contracts for professional services to be provided by, or  
21 the agreement is with, a State agency, federal agency, or unit  
22 of local government.

23           (Source: 09600SB0028enr.)

24           Section 99. Effective date. This Act takes effect upon  
25 becoming law."